

## General terms and conditions of Client Control B.V. in Utrecht

### Article 1 Definitions

In these terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise.

**Client Control:**  
the private limited company Client Control B.V., having its registered office in Utrecht and registered with the Chamber of Commerce under Chamber of Commerce number 64765776, hereinafter referred to as Client Control.

**Client:**  
Control Client's client, being any (legal) person who has entered into an agreement with Client Control, their representative(s), agent(s), assignee(s), successor(s) and heir(s).

**Customer:**  
the (legal) person for whom the client has stipulated that said (legal) person can make use of Client Control's products and/or services. Any costs made by the customer in this way will be at the expense of the client. All other contractually owed costs are charged to the customer. Deviating agreements regarding this matter can be agreed in writing.

**Agreement:**  
The agreement for Client Control to deliver specific products and/or services to the client.

### Article 2 General

2.1 These terms and conditions apply to every offer, quote and agreement between Client Control and the client to which Client Control has declared these terms and conditions to be applicable.

2.2 Alongside the general terms and conditions, additional terms and conditions are provided with regard to the specific products or services to be supplied by Client Control. The additional terms and conditions are part of the general terms and conditions and of the agreement between the client and Client Control. In case of deviation and/or contradiction between the content or scope of the general terms and conditions and the additional terms and conditions, (the provisions in) the additional conditions will prevail, unless and insofar as explicitly and unequivocally otherwise agreed.

2.3 Wherever the general and/or additional terms and conditions refer to a client, this is also taken to mean the customer(s), unless explicitly and unequivocally stipulated otherwise.

2.4 These general terms and conditions also apply to all agreements with Client Control when third parties are engaged or involved by Client Control in the implementation thereof.

2.5 The general and/or additional conditions as a whole as well as individual provisions can only be deviated from insofar as this is unequivocally agreed to in writing and is signed for approval by both parties.

2.6 The purchasing and/or other conditions that the client uses or declares to be applicable are explicitly rejected by Client Control, unless and insofar as these are unequivocally agreed to in writing and are signed for approval by both parties.

2.7 If one or more of the provisions of these general terms and conditions are void or are declared to be void, the other provisions will remain fully applicable. Client Control and the client shall then agree to new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the original provision.

### Article 3 Offers and quotes

3.1 The offers and quotes made by Client Control have a validity of 30 days unless unequivocally stated otherwise in writing. Client Control is only bound to the offer or quote if the acceptance thereof is confirmed by the client in writing within 30 days and the offer or quote by Client Control has not been revoked prior to acceptance unless stated otherwise.

3.2 An order from a client for Client Control that is not preceded by an offer or quote from Client Control is not binding to Client Control until after its written confirmation.

3.3 The prices in the aforementioned offers and quotes are excluding VAT or other government levies, as well as any costs to be incurred within the framework of the agreement, including shipping and handling costs unless stated otherwise.

3.4 If the acceptance deviates from the quote, Client Control is not bound by it. In that case, the agreement will not be concluded in accordance with the deviating acceptance unless Client Control unequivocally states otherwise in writing.

3.5 A combined quote does not oblige Client Control to perform part of an order against a corresponding part of the stated price.

3.6 No rights may be derived by the client from offers or quote as referred to in Article 3.1 without the client's acceptance within the validity period of 30 days.

3.7 Client Control is entitled to refuse an order at any time without stating its reasons for doing so.

### Article 4 Implementation of the agreement

4.1 Client Control shall implement the agreement to the best of its knowledge and ability and in accordance with the requirements that can be imposed on a reasonable and competent contractor. Furthermore, Client Control will exercise the utmost discretion in all respects with regard to the implementation of the agreement.

4.2 If and insofar as a proper implementation of the agreement requires this, Client Control has the right to have certain work activities carried out by third parties, the costs of which will be passed on to the client. The responsibility for assessing the use of third parties rests entirely with Client Control.

4.3 If Client Control receives an order from a customer to deliver products or services, the order shall be implemented in accordance with the general and additional terms and conditions and prices applicable to the client. Insofar as the order is placed by multiple clients, each client is jointly and severally liable for the obligations arising from this order.

4.4. If Client Control receives an order from a customer, the client is jointly and severally liable for the obligations arising from that order. The client is obliged to fulfil all obligations towards Client Control ensuing from the order as if the order had been placed by the client himself. The client is also obliged to provide Client Control with clear instructions regarding the placing of orders to Client Control by customers. In any case, before Client Control starts implementing the client's order, the client must indicate how they will identify themselves to Client Control.

4.5 Client Control is entitled to request in advance the payment from the client or customer of the costs to be incurred in connection with an order placed with Client Control and/or service or product purchased or to be purchased. Until this advance payment has been received, Client Control shall be obliged to refrain from continuing the implementation. Client Control is also entitled to invoice, to the client or customer, costs that were paid for in advance by themselves or by third parties they engaged. Until payment for this has been received, Client Control shall be obliged to refrain from continuing the implementation.

4.6 Client Control can make an agreement with the client or buyer for invoicing to take place on the basis of subsequent calculation.

4.7 The client shall ensure to provide all data, of which Client Control indicates that these are necessary for the implementation of the agreement or of which the client or buyer should reasonably understand that these are necessary for the implementation of this agreement, at Client Control's first request to do so. If the client does not comply with Client Control's request, Client Control has the right to suspend the (further) implementation of the order or to terminate the order. The costs to be incurred and/or profit to be lost by Client Control as a result of this suspension or termination of the order must be compensated by the client.

4.8 Client Control is not liable for damage, of whatever nature, caused by Client Control relying on incorrect and/or incomplete data provided by the client, unless Client Control could reasonably and without a doubt have known about this incorrectness or incompleteness. Nor is Client Control liable for damage, of any kind whatsoever, if the client does not provide the necessary information in time.

4.9 If it has been agreed that the agreement will be implemented in phases, Client Control can suspend the implementation of parts of a subsequent phase until the client has approved the results of the preceding phase in writing.

4.10 If Client Control, or third parties engaged by it, perform work in the context of the implementation of the order at the location of the client, or a location designated by the client, the client shall provide facilities for those employees, as reasonably specified by them, free of charge.

4.11 The client indemnifies Client Control against any claims from third parties that suffer damage in connection with the implementation of the agreement and which is attributable to the client, including but not exclusively in the case of strict liability of the client.

4.12 If Client Control has specified a delivery period, it always concerns an indication. A specified delivery time is therefore never a fatal deadline and exceeding this term never gives the client the right to terminate the agreement and/or to receive compensation. If a term is exceeded, the client must declare Client Control to be in default in writing. The default will never take effect by operation of law.

### Article 5 Amendment of the agreement

5.1 If it becomes apparent prior to or during the implementation of the agreement that, in order to ensure a proper implementation, it is necessary to amend or

supplement the agreement, the parties shall adjust the agreement accordingly in good time and in mutual consultation. Changes and/or additions between the parties are recorded in writing.

5.2 If the parties agree that the agreement is to be amended or supplemented, the time of completion of the performance (of the task) can be influenced as a result. Client Control will inform the client about this in writing.

5.3 If the change or addition to the agreement will have financial and/or qualitative consequences, Client Control will inform the client in writing.

5.4 If a fixed price has been agreed, Client Control will indicate in writing to what extent the change or supplement to the agreement results in an overrun of the fixed price.

5.5 The aforementioned does not alter the fact that Client Control is entitled to change the way in which it delivers the products and/or services (and the client can receive or access the products and/or services) and/or functionalities or parts of products and/or suspend, modify or terminate services.

5.6 Only in the event that such a change has a direct substantial and negative effect on the business operations of the client, exclusively at the discretion of Client Control, Client Control will inform the client by registered mail six (6) months prior to the implementation of such a change. If the client does not agree with the announced change, each of the parties is entitled, within a period of 30 days after Client Control has informed the client in the aforementioned manner, to terminate the agreement for the relevant part in writing with effect from the day the change is implemented. The continued use of the products and/or services is considered to be the client's approval of the change. The client is also deemed to have tacitly agreed to an announced change if the client has not rejected the change within 30 days of the announcement.

#### **Article 6 Duration of the contract, renewal and termination**

6.1 Agreements between Client Control and the client are always entered into for a period of at least one year, unless explicitly and unequivocally agreed otherwise in writing.

6.2 Termination of the agreement can only take place (by registered letter) at the end of the explicitly or tacitly agreed contract term, in accordance with the provisions of Article 6.3, with due observance of a notice period of one month, unless otherwise agreed upon.

6.3 If no (timely) cancellation has taken place, the agreement will be tacitly continued for an equal period of time.

6.4 Renewal will always take place under the same conditions and provisions and at the prices and other rates applicable at the time of renewal.

6.5 Inflation-related, economic, political or business-organisational developments give Client Control the right to increase the prices of units and the prices of products or services that are not billed in units in case of (early) renewal of the agreement. These developments also give Client Control the right to change its prices during the course of an agreement. Only in the latter case is the client entitled to dissolve the agreement within one month after notification of the price increase, unless this price increase ensues from statutory regulation. In the absence of dissolution of the agreement by the client, the client is deemed to have accepted the price increase.

#### **Article 7 Payment and contractual interest**

7.1 Payment must be made within 30 days of the invoice date in a manner to be indicated by Client Control in the currency in which the invoice is made. Objections to the invoiced amount do not suspend the payment obligation.

7.2 If the client fails to pay within the 30-day period, he is considered to be in default by operation of law. The client will then owe interest of 1% per month or part thereof, unless the statutory commercial interest is higher, in which case the statutory commercial interest rate applies. The interest on the due and payable amount will be calculated from the date of default until the moment of full payment.

7.3 If the client or customer is in default or fails to meet his obligations (in a timely manner), all costs for obtaining payment extrajudicially will be for his account. The costs for obtaining extrajudicial payments amount to 15% of the principal sum due. If and insofar as there is a situation in which the aforementioned percentage for calculating the costs for obtaining payment extrajudicially are not applicable, the costs for extrajudicial payment will be calculated in accordance with existing legislation and regulations, particularly the provisions of Section 6:96 Dutch Civil Code and case law. If Client Control has incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.

7.4 The client is not permitted to suspend payments, or to invoke a discount, setoff or compensation.

7.5 In the event of liquidation, bankruptcy, admission of the client to the debt rescheduling scheme pursuant to the Natural Persons Debt Rescheduling Act,

automatic stay, or when the client fails to fulfil a legal obligation, the agreement or one of these conditions, all claims of Client Control on the client are immediately due and payable in full.

7.6 Client Control has the right to deduct the payments made by the client, first of all, from the costs, then the interest due and finally the principal sum and the current interest.

#### **Article 8 Suspension and dissolution**

8.1 Client Control is entitled to suspend fulfilment of its obligations or to dissolve the agreement with the client if (but not limited to):

- the client does not fulfil his obligations according to the agreement or only does so in part;
- after the conclusion of the agreement, Client Control becomes aware of circumstances that give it good grounds to fear that the client will not fulfil his obligations;
- if there is good reason to fear that the client will only partially or improperly fulfil its obligations, the suspension is only permitted insofar as the shortcoming justifies it;
- facts and circumstances on the part of the client, which (may) discredit the good name of Client Control, ensuring that a continuation of the agreement can no longer be required of Client Control, all this at the sole discretion of Client Control.

This without prejudice to all cases provided for by law.

8.2 Furthermore, Client Control is authorised to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that it is impossible for it, or according to standards of reasonableness and fairness, to no longer comply with the agreement, or if, otherwise, such circumstances arise that it cannot reasonably be expected to continue the agreement as is.

8.3 If the agreement is dissolved, all claims of Client Control on the client are immediately due and payable. If Client Control suspends fulfilment of its obligations, it retains its rights in accordance with the law and with the agreement.

8.4 If the agreement is dissolved by Client Control due to facts and circumstances as referred to in Article 8.2 and this dissolution is not attributable to the client, Client Control is obliged to return the unused (at that point) part of the previously purchased and paid units to the client unless the client has not fulfilled all his obligations towards Client Control and/or is not entitled to setoff.

8.5 In the event of suspension and dissolution, Client Control always reserves the right to claim compensation from the client, including the actual damage suffered.

#### **Article 9 Liability**

9.1 Client Control is liable for shortcomings in the implementation of the order, insofar as these are the result of Client Control or its employees failing to comply with the care, expertise and reasonable competence that the client, with regards to providing advice and/or the implementation of the order, can expect Client Control to provide. The liability for the damage caused by the shortcomings in the implementation of the order is limited to the amount of the fee that Client Control has stipulated or received for its work within the framework of this order. For orders that have a longer turnaround time than six months, a further limitation of the liability referred to here applies. In this case, liability is limited to a maximum of the invoice amount over the last six months.

9.2 Any claims for compensation of damage suffered as a result of attributable shortcomings of Client Control from the client, in the sense referred to above, must be submitted within one year after the discovery of the damage, or rather, at least within one year after the damage should reasonably have been discovered, failing which the client will lose his right to compensation for damage.

9.3 (Direct) damage is exclusively understood to mean:

- the reasonable costs to establish the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to rectify the shortcoming in the implementation of the order by Client Control, unless this cannot be attributed to Client Control;
- the reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage, as referred to in these terms and conditions.

9.4 Client Control is never liable for indirect damage, including but not limited to consequential damage, loss of profit, missed savings, damage due to business stagnation and damage to the good name and reputation of persons, either on the part of the client or of third parties.

## Article 10 Indemnities

10.1 The client indemnifies Client Control against claims by third parties with regard to intellectual property rights on materials or data provided by the client and used in the implementation of the agreement.

10.2 If the client provides Client Control with information carriers, electronic files or software etc., he guarantees that they are free of viruses and defects. The client is liable for damage incurred by Client Control insofar as there are viruses or defects.

## Article 11 Force majeure

11.1 The parties are not obliged to fulfil any contractual obligation if they are prevented from doing so as a result of a circumstance that is not due to blame nor can be attributed to them by operation of law, a legal act or generally accepted views.

11.2 Besides definitions for it in law and jurisprudence, force majeure, in these general terms and conditions, is also understood to mean: all external causes, foreseen or unforeseen, on which Client Control cannot exert influence, but as a result of which it is unable to fulfill its contractual obligations, including strikes within the Client Control company.

11.3 Client Control has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after it should have fulfilled its obligations under the agreement.

11.4 The parties can suspend the obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.

11.5 Insofar as Client Control has, at the time of the occurrence of force majeure, partially fulfilled its obligations under the agreement or will be able to fulfil them, and a stand-alone value is attributed to the part that has been fulfilled or part to be fulfilled, they will be entitled to invoice the already fulfilled or yet to be fulfilled part separately. The client is obliged to pay this invoice as if it concerned a separate agreement.

## Article 12 Confidentiality

12.1 In addition to Article 4.1, the parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source within the framework of the agreement. All information is considered to be confidential unless explicitly and unequivocally stated otherwise in writing.

12.2 If Client Control is obliged by virtue of a statutory provision or a court order to provide confidential information to third parties appointed by the Law or the competent court, and it cannot invoke a legal or competent court-appointed right to privilege, Client Control is not obliged to pay compensation for the breach of confidentiality and the client is not entitled to terminate the agreement on the basis of any damage arising from this.

12.3 The mutual obligation of confidentiality also continues after termination of the agreement.

## Article 13 Personal data and data leaks

13.1 The client is the (processing) controller within the meaning of the General Data Protection Regulation (GDPR) and thus responsible for the protection of (personal) data that is or was processed by Client Control or via Client Control's software for the benefit of the client.

13.2 The parties will modify or process personal data in a proper and careful manner and comply with the legal requirements pursuant to the GDPR.

13.3 Any request or complaint from a supervisory authority or from the person whose personal data is concerned shall be reported to the other party within five working days. Any other legal order, summons or other (legal or contractual) obligation to share personal data with third parties shall also be reported to the other party within five working days.

13.4 The parties shall fully cooperate (with each other) if a person whose personal data is concerned, in exercising their right as described in the GDPR, submits a request regarding, amongst others, the correction or removal of their personal data.

13.5 If a possible data breach is discovered, the parties will inform each other within 24 hours after the discovery of the data breach. The Parties will keep each other informed of new developments surrounding the data breach.

13.6 The Parties will provide each other with the following information in the event of a data breach:

- a detailed description of the data breach;
- the type/sort of personal data involved in the data breach;

- the number of persons whose personal data is involved in the data breach;
- the identity of the persons involved;
- the measures taken to limit negative consequences and/or claims and to remedy the data breach;
- the cause of the data breach
- the duration of the data breach, the moment of discovery and, if possible, the moment of origin.

13.7 The Client indemnifies Client Control against all claims and legal actions by persons whose personal data is registered or processed, unless Client Control has acted intentionally or with gross negligence in the processing of personal data.

13.8 When the agreement between the parties ends, the client will destroy and/or return to Client Control the personal data that he has processed on behalf of Client Control.

13.9 If and insofar as personal data are modified or processed, the parties will make further arrangements in a separate agreement. Unless the separate agreement explicitly and unequivocally states otherwise, the contents of the separate agreement prevail over these terms and conditions.

## Article 14 Intellectual property and copyrights

14.1 Without prejudice to the provisions of these terms and conditions, Client Control reserves all rights and powers in accordance with the Copyright Act.

14.2 All documents provided by Client Control to the client or the customer, such as reports, advice, designs, sketches, drawings, software, etc., are intended exclusively for use by the client and/or customer and may not be copied, made public or disclosed to third parties by the client or customer without prior written permission from Client Control.

## Article 15: Rights of use

15.1 Client Control only grants the client and/or the customer the non-exclusive, non-transferable right to use the software supplied by Client Control for their own use or to use it within their own organization.

15.2 The client and/or the customer must guard against misuse of the software in any form whatsoever.

15.3 In no way and for no purpose whatsoever is the client and/or the customer entitled to make the software available to third parties, unless Client Control has given permission for this in writing.

15.4 In no way and for no purpose whatsoever is the client and/or the customer entitled to make copies of the software, unless Client Control has given permission for this in writing.

15.5 Only if and insofar as this has been agreed to in writing, Client Control will make new versions and releases of the software available to the client and/or the customer as they become available.

## Article 16: Validity and amendment conditions

16.1 These conditions are valid from 1 March 2018.

16.2 Changes and additions to these terms and conditions are binding to the client starting from one month after the client has been notified of the change or supplement.

## Article 17: Taking over personnel

17.1 If the client, within one year after termination of the agreement, recruits an employee of the contractor who was also involved in the order, the client will owe the contractor a compensation equal to the consultation rate of six months, based on a 40-hour workweek.

17.2 The contractor will refrain from recruiting new employees from among the personnel of the client or of organisations affiliated with it.

## Article 18: Final provisions

18.1 Dutch law applies to all disputes between Client Control and the client.

18.2 The Dutch court is authorised to be informed of disputes between Client Control and the client.

18.3 These terms and conditions have been filed with the Chamber of Commerce in Utrecht.