

GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICE AND PAYMENT V04

of Intigris B.V.

with its registered office in Amsterdam.

These terms and conditions have also been filed with the Chamber of Commerce in Amsterdam under number 50050168.

Article 1; Applicability

These terms and conditions apply to every offer, assignment and agreement between Intigris B.V. and its affiliated companies, hereinafter referred to as: Intigris, on the one hand and a client on the other hand, insofar as parties have not derogated from these terms and conditions in writing.

Article 2; Quotations; assignments

2.1 The quotations made by Intigris are valid for 14 days, unless stated otherwise. Intigris is only bound by quotations if the acceptance thereof has been confirmed in writing by client to Intigris, or if Intigris has commenced with the actual performance of the agreement.

2.2 Intigris is only bound to an assignment given by client if and after the assignment is confirmed in writing by Intigris.

2.3 All prices stated are excluding VAT, unless expressly stated otherwise.

Article 3; Performance of the agreement

3.1 Intigris will perform the agreement, which brings with it an obligation to use best endeavours, to the best of its knowledge and ability and in accordance with high standards.

3.2 Intigris can have the agreement performed by third parties subject to its authority. The applicability of Sections 404 and 407, subsection 2 Book 7 of the Civil Code is excluded.

3.3 Client is responsible for all matters and data which Intigris states are necessary, or of which client reasonably ought to understand that these are necessary, for the performance of the agreement, being provided in a timely manner to Intigris. If the matters and data necessary for the performance of the agreement are not provided in a timely manner to Intigris, then Intigris will have the right to not commence with the performance of the agreement, or suspend the performance of the agreement and / or charge client for the extra costs ensuing from the delay in accordance with the usual rates.

3.4 Intigris is not liable for damage, of whatever nature, caused by Intigris proceeding from incorrect and / or incomplete data provided by client.

3.5 If it has been agreed that the agreement will be performed in stages, then Intigris can suspend the performance of those parts that belong to a following stage until client has approved the

results of the preceding stage in writing.

Article 4; Duration of contract; execution time.

4.1 The agreement will state the duration of the availability of the employee(s) of Intigris and, insofar as this is not yet known at the conclusion of the agreement, an estimate thereof that is as precise as possible. The commencement date and, if possible, the end date of the availability, the number of hours to be worked, a notice period, etc. are stated in the agreement.

4.2 If, within the term of the agreement, a period of time is agreed for the completion of specified work, then this will never be a final deadline, unless expressly agreed otherwise.

Article 5; Amendment of the agreement

5.1 If, during the performance of the agreement, it appears that it is necessary for proper performance that the work to be carried out be changed or added to, then parties will in, mutual consultation, amend the agreement accordingly. Intigris is only bound to an amendment of the agreement if parties have agreed this in writing.

5.2 If parties agree that the agreement is to be amended or added to, then the point in time of completion of the performance can be impacted. Intigris will inform client of this as soon as possible.

5.3 Intigris will inform client if the amendment or addition has financial and/or qualitative consequences. If a fixed rate is agreed Intigris will thereby state, if possible, to what extent the amendment or addition to the agreement results in exceeding this fixed rate.

Article 6; Confidentiality

Both parties are obliged to maintain confidentiality of all confidential information that they, in the context of the agreement, acquired from each other or from another source. Information is confidential if this has been notified by the party providing the information, or if this ensues from the nature of the information.

Article 7; Intellectual and industrial property

7.1 Without prejudice to the provisions of article 6 (confidentiality) of these terms and conditions, Intigris retains all intellectual and industrial property rights, including the rights and powers accruing to Intigris on the basis of the Copyright Act.

7.2 Intigris retains the right to use the knowledge gained in the execution of the work for other purposes, insofar as no confidential information is brought to the knowledge of third parties in the process.

Article 8; Notice of termination

8.1 Interim termination of the agreement by either of the parties must take place in writing, stating reasons. Parties must observe a notice period of at least one (1) month and furthermore observe any agreed minimal deployment by Intigris. Notice of termination takes place in writing with effect from the end of the month.

8.2 In the event of termination before the end of term Intigris will, in addition to the right to reimbursement of costs incurred, have the right to a part of the fee to be reasonably determined in accordance with the provisions of Section 411 Book 7 of the Civil Code with due regard to the work already carried out, the advantage that client has through this and the basis of the notice of termination.

Article 9; Termination

9.1 The claims of Intigris against client are immediately due and payable in the following events:

- if, after concluding the agreement, Intigris becomes aware of circumstances which give it good grounds to fear that client will not fulfil its obligations;
- if Intigris requests client to furnish security for the fulfilment and this security is not forthcoming, or as the case may be is insufficient;
- if client is otherwise in default and does not fulfil its obligations under the agreement.

In the events referred to Intigris will be entitled to suspend further performance of the agreement, or to proceed with termination of the agreement, all this subject to the obligation on the part of client to compensate the damage suffered by Intigris as a result of this and without prejudice to the other rights accruing to Intigris.

9.2 The right of Intigris to terminate the agreement as referred to in subclause 1 does not apply if the failure does not justify this termination and its subsequent consequences, taking into consideration the failure's special nature or minor significance.

Article 10; Defects; time limits for lodging a complaint

10.1 Complaints regarding the work carried out, the goods or services (plural) delivered and the quality of the production can only relate to a maximum of one working day, since client is deemed to inspect the work each day.

10.2 Complaints as referred to in subclause 1 of this article must be reported by client to Intigris within five working days after carrying out the work concerned/the delivery of the goods or services concerned.

10.3 If a complaint is well founded, Intigris will, at a later date, carry out the work as agreed, unless this has meanwhile become demonstrably meaningless for client. The latter must be made known by client. If carrying out the work at a later date is no longer possible or no longer worthwhile, then Intigris will only be liable within the scope of article 14.

10.4 If client complains in a timely manner the obligation of payment on the part of client will remain in existence.

Article 11; Manner of invoicing

11.1 The invoices of Intigris are partly based on the completed timesheets, which are to be signed to confirm agreement by client, unless agreed otherwise.

11.2 Client is responsible for the correct, timely and complete filling in and signing of the timesheets.

11.3 In case of a difference between the timesheet delivered to Intigris and the copy thereof retained by client, the copy delivered to Intigris will apply as the correct one, with the exception of client being able to demonstrate the contrary.

11.4 If client does not fulfil the provisions of subclause 2 Intigris can decide to invoice client on the basis of the facts and circumstances known to Intigris. Intigris will only proceed with this if reasonable consultation has taken place with client.

11.5 Intigris is entitled to periodically charge client with the costs owed by client.

11.6 Intigris is entitled to increase the agreed fee or rate. Such an increase can only be charged on to client if this has been notified to client prior to the commencement date. If the increase amounts to more than 10% client will have the right to terminate the agreement with immediate effect. In that event this termination must be effected by client promptly after the notification of the increase.

Article 12; Payment

12.1 Payment must take place within 30 days from the invoice date. Client will be in default if no payment in full has taken place after the expiry of 30 days from the invoice date. From the time of the default occurring client will owe a due and payable amount of interest equal to the statutory interest + 2%.

12.2 Payment must take place without reduction or set-off.

12.3 The payments made by client always apply in the first place to settlement of all interest and costs owed, and secondly to the due and payable invoices which have been outstanding the longest, even if client states that the payment relates to a later invoice.

Article 13; Collection charges

If client is in default, or fails to fulfil one or more of its obligations, then all reasonable costs incurred to acquire payment without the intervention of the courts will be on the account of client. Client will owe in all events:

- over the first € 3,000 15%
- over the remainder up to € 6,000 10%
- over the remainder up to € 15,000 8%
- over the remainder up to € 60,000 5%
- over the remainder 3%

If Intigris demonstrates that it has incurred higher costs which were reasonably necessary, then these will also be reimbursable.

Article 14; Liability

14.1 The liability of Intigris for direct damage suffered by client as a result of an attributable failure in the fulfilment by Intigris of its obligations under this agreement, or as the case may be through an unlawful act on the part of Intigris, its employees or third parties engaged by Intigris, is limited per event or a series of connected events to an amount equal to the payments owed by client per year under this agreement (excluding VAT). Under no circumstances will the total compensation for direct damage amount to more than EUR 50,000 (excluding VAT).

14.2 The liability of Intigris for damage through death or personal injury or due to substantive damage of goods will amount in total under no circumstances to more than EUR 500,000 per damage-causing event, whereby a series of connected events applies as a single event.

14.3. Liability of Intigris for indirect damage, including consequential loss, lost profit, lost savings, loss of (company) data and loss due to business interruption, is excluded.

14.4. With the exception of the events referred to in article 14 subsection 1 and 14 subsection 2, no liability whatsoever for compensation rests on Intigris, regardless of the basis on which an action for compensation would be based. However, the maximum amounts referred to in article 14 subsection 1 and 14 subsection 2 lapse if and insofar as the damage is the result of intention or gross negligence on the part of Intigris.

14.5. The liability of Intigris due to attributable failure in the performance of the agreement only arises if client promptly and satisfactorily gives Intigris notice of default, thereby setting a reasonable term in which the breach can be remedied, and Intigris even after this period continues to fail in the performance of its obligations. The notice of default must contain the most detailed description possible of the failure, so that Intigris is able to adequately respond.

14.6. Intigris will never be liable for damage caused by force majeure (see article 15).

14.7. Conditional to the arising of any right to compensation is always that client reports the damage to Intigris in writing by registered letter within 30 days from the arising thereof.

14.8. Client indemnifies Intigris against all claims by third parties due to liability as a result of a defect in the Service provided by client to a third

party and which partly comprised of matters, materials or results delivered by Intigris.

Article 15; Force majeure

15.1 Force majeure includes: circumstances that hinder the fulfilment of the obligation and that cannot be attributed to Intigris. The obligations of Intigris will be suspended during the force majeure situation.

15.2 Force majeure will also include, if and insofar as the circumstances referred to in subclause 1 make the performance impossible or unreasonably difficult: strike actions and unforeseeable business interruption on the part of third parties upon which Intigris depends for the performance of the agreement.

15.3 The obligations of Intigris will be suspended during the force majeure situation. If the period during which force majeure makes the fulfilment of the obligations by Intigris impossible lasts longer than two months both parties will be entitled to terminate the agreement, without in that case an obligation of compensation existing.

15.4 If at the occurrence of the force majeure situation Intigris has already partially fulfilled its obligations, or can only partially fulfil its obligations, then Intigris will be entitled to invoice separately for the part already executed, or executable part, and client will be obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already executed, or executable part, does not have an independent value.

15.5 Intigris also has the right to rely on force majeure if the circumstance that prevents (further) fulfilment occurs after Intigris ought to have fulfilled its obligation.

Article 16; Dispute resolution

In derogation from the statutory rules for the jurisdiction of the civil court, each dispute between client and Intigris will, in case the court has jurisdiction, be settled by the Amsterdam District Court. However, Intigris will remain entitled to submit a dispute to the court of competent jurisdiction in accordance with the law.

Article 17; Applicable law

The law of the Netherlands applies to every offer and every agreement between Intigris and client.

Article 18; Amendment of the terms and conditions

Intigris is entitled to make amendments to these terms and conditions. These amendments come into effect at the announced point in time of the entering into effect. Intigris will send the amended terms and conditions in a timely manner to client. If no point in time of the entering into effect is announced, then the amendments will come into effect for client as soon as the amendment is reported to client.