

GENERAL TERMS AND CONDITIONS PROMOTOR HOLDING B.V.

Clause 1 **GENERAL**

- 1.1. Promotor Holding B.V. is a private company with limited liability, established in Hooge Zwaluwe.
- 1.2. In these general terms and conditions, the following meanings apply: Client: the party that has instructed the Contracted Party. Contracted Party: Promotor Holding B.V. Notwithstanding Section 7:04 of the Dutch Civil Code, all assignments will only be accepted and carried out by Promotor Holding B.V.
- 1.3. These general terms and conditions apply to all legal relationships between the Contracted Party and Client.

Clause 2 **THE AGREEMENT**

- 2.1. The Agreement is established when the Contracted Party has accepted the assignment, or when the Contracted Party has commenced execution of the assignment.
- 2.2. The agreement is entered into for an indefinite period, unless the content, nature or scope of the assignment suggests that this agreement was entered into for a predetermined period, i.e. for the duration of a certain project.
- 2.3. Client and the Contracted Party can at all times rescind the agreement, with due consideration of the notice period agreed on.
- 2.4. Upon rescission without observance of the notice period, Client is obliged to compensate the Contracted Party. The compensation will be equal to the remuneration owed, including turnover tax, which would have been charged for the entire notice period.
- 2.5. The Contracted Party is entitled to fully or partially rescind the agreement prematurely if Client acts in violation of the arrangements laid down in the agreement and in the event of bankruptcy or suspension

of payments, and entitles the Contracted Party to a rescission compensation equal to the remuneration owed, including turnover tax, which would have been charged for the entire notice period.

- 2.6. The rescission should be effected by registered mail.
- 2.7. Client will decide in which manner and by which person(s) the assignment is to be carried out.

Clause 3 **REMUNERATION**

- 3.1. The Contracted Party's remuneration does not depend on the outcome of the assignment, unless the parties have agreed otherwise.
- 3.2. The Contracted Party's remuneration, increased with advances to and claims of contracted third parties, will be charged to Client on a monthly basis. The Contracted Party may also charge for its activities by means of advance(s), and require payment before execution of the activities. The advances charged will be deducted from the next claim or the final invoice. The turnover tax owed on the payments Client owes the Contracted Party – if any – will be charged separately.
- 3.3. In the event of liquidation, bankruptcy or suspension of payment of Client, Client's liabilities will be immediately payable.

Clause 4 **LIABILITY**

- 4.1. The Contracted Party will carry out its activities to the best of its abilities, exercising all the care that can reasonably be expected. The assignment is an obligation to perform to the best of one's ability, and is therefore no guarantee with regard to the results. If the Contracted Party makes a mistake as a result of incorrect or incomplete information provided by Client, the Contracted Party will not be liable

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- for the resulting damage. If Client can show that he has suffered damage as a result of a mistake on the part of the Contracted Party that could have been prevented if due care had been taken, the liability will be limited to the amount that, in this case, is covered by the Contracted Party's liability insurance, including the deductible.
- 4.2. Client indemnifies the Contracted Party against claims made by third parties on damage that was caused by the fact that Client provided the Contracted Party with incorrect or incomplete information, unless Client can show that the damage is not due to imputable acts or omissions on its part, or is caused by intent or gross negligence on the part of the Contracted Party.
- Clause 5**
CLIENT'S OBLIGATIONS
- 5.1. In the event that Client allows a third party to learn of the nature of the activities carried out by the Contracted Party for its benefit, Client is obliged to inform that third party of the fact that these general terms and conditions are accepted by that third party as well, and to see to it that this is the case.
- 5.2. Client is obliged to provide access to all the data and documents that the Contracted Party believes to be required for the correct execution of the assignment, or to cooperate in allowing the Contracted Party to acquire the required information.
- 5.3. Client indemnifies and holds harmless the Contracted Party for claims made by third parties, who claim to have suffered damage as a result of or connected with the activities that the Contracted Party has carried out for the benefit of Client.
- 5.4. Payment of the remuneration owed should, without suspension or adjustments, take place within 14 days of the date on the invoice. All judicial or extrajudicial costs connected with the collection of invoices – with a minimum of 15% of the amount to be collected – will be for the account of Client. The judicial costs will not be limited to the expenses of litigation to be liquidated, but will be charged to Client in full if judgment is (predominantly) against Client.

Clause 6

RIGHT OF RETENTION

- 6.1. Client and the Contracted Party expressly agree that the Contracted Party is authorised to suspend delivery of items or services until Client has fulfilled its obligation to pay all the payable invoices, including any interest and costs, and its obligation to compensate the Contracted Party for damage connected to the legal relationship involved, or has furnished a security tot that end that is considered sufficient in financial transactions, such as an irrevocable bank guarantee.
- 6.2. The items referred to in paragraph 1 will in any case be understood to include books, (legal) documents, administrative data and other information (carriers) connected to the execution of the agreement.

Clause 7

DEPLOYMENT OF THIRD PARTIES

- 7.1. The selection of a third party to be deployed by the Contracted Party will, insofar as possible and reasonable, take place in consultation with Client, and with due observance of the required care. The Contracted Party is not liable for shortcomings of this third party, except in the event of intent or gross negligence on the part of the Contracted Party.

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- 7.2. If these third parties wish to limit their liability in connection with the execution of an assignment of Client, the Contracted Party will assume and – if necessary – hereby confirms that all the assignments given to it by Client include the authority to accept such a limitation of liability on behalf of Client.

Clause 8 **MATURITY**

- 8.1. Insofar as these general terms and conditions do not determine otherwise, Client's rights of action against and other powers vis-à-vis the Contracted Party in connection with the execution of activities by the Contracted Party, regardless of the grounds, will in any case lapse one year after Client became aware of or could reasonably have been aware of the existence or these rights and powers.

Clause 9 **CONFIDENTIALITY**

- 9.1. The Contracted Party is obliged to treat all data and documents connected with the assignment that are considered to be confidential or classified, as confidential or classified. The Contracted Party is not liable for violation of this confidentiality agreement by persons in its service if the Contracted Party can show that it could not have prevented such violation.
- 9.2. Client is obliged to treat all data and documents connected with the assignment that are considered to be confidential or classified, as confidential or classified.

Clause 10 **INTELLECTUAL PROPERTY RIGHTS**

- 10.1. The rights regarding (intellectual) products that the Contracted Party uses within the framework of the assignment – including analyses,

models, summaries, software, techniques, etc. – or that are the result of the activities carried out by the Contracted Party under the assignment – which includes advice, reports, records, plans, etc. – solely belong to the Contracted Party, insofar as these right do not (also) belong to third parties.

- 10.2. Without prior written consent from the Contracted Party, Client is not authorised to publicize or copy the products referred to in paragraph 10.1, nor is it authorised to use them for another purpose or to make them available for other parties than those for which the products in question are intended. This restriction also covers the explicit or implied permission of the aforementioned practices.
- 10.3. In deviation from the conditions of paragraph 10.2, Client will be authorised to make the products referred to in paragraph 10.1 available to third parties, insofar as this is necessary to require the expert advice of such third parties on the activities carried out by the Contracted Party, or part thereof, provided that:
- a the provision takes place in connection with a dispute between Client and the Contracted Party regarding the execution of the aforementioned activities or the results thereof, on which agreement has not been reached by the parties within a reasonable amount of time, despite reasonable consultation between the parties;
 - b the third party is a member of a professional organisation established for the discipline of which the relevant activities are part, and is – in the opinion of the Contracted Party – sufficiently representative as such;
 - c Client informs the Contracted Party in advance of the identity of the third party to be consulted and the nature of the assignment to be given to this

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third party, and indicates which products will be made available to it.

event of a difference in the context or scope, the Dutch text will prevail.

Clause 11

NON-COMPETITION

11.1. For the duration of the agreement and for a period of two years after termination of the agreement, Client is forbidden to enter into a direct or indirect contractual relationship, in whatever form, with staff and/or third parties deployed by the Contracted Party, unless the parties have agreed otherwise. Client warrants that the aforementioned commitment will also be adhered to by legal persons, if any, with which it is affiliated.

Clause 12

PENALTY

12.1. In the event that the Contracted Party violates the conditions in paragraphs 9, 10 and 11, the Contracted Party will owe Client an immediately payable penalty of € 5,000 per violation, which penalty is not open to moderation or adjustment, increased by a penalty of € 500 per (partial) day that the violation persists, without prejudice to the Contracted Party's right to claim full compensation for damages and/or rescind the agreement.

Clause 13

MISCELLANEOUS

13.1. All agreements between Client and the Contracted Party are subject to Dutch law.

13.2. Disputes will only be settled by the competent court in the district in which the Contracted Party is established. The Contracted Party may also accept a competent court in the place of business of Client.

13.3. These general terms and conditions have been drawn up in the Dutch and the English language; in the