

General Terms and Conditions

Article 1 – General

- 1.1 The terms set forth hereunder shall have the following meanings:
Client: the opposite party of Contractor with regard to a contract within the meaning of Article 2.1;
Contractor: PrimeBridge Netherlands B.V., having its registered office at Dorpsstraat 79, 1657 AC Abbekerk, The Netherlands;
- 1.2 Replacing Sections 404 and 407:2, Book 7 of the Dutch Civil Code, all assignments shall be exclusively accepted and performed by Contractor;
- 1.3 The clauses in these General Terms and Condition are also applicable to:
- (a) Partners of Contractor;
 - (b) If and when these partners are legal entities;
 - (c) All persons and/or entities employees by or working for Contractor.

Article 2 – Applicability

- 2.1 These General Terms and Conditions shall apply to:
- (a) all contracts under which Contractor is obliged to perform services;
 - (b) all contracts arising there from and/or relating thereto between Client and Contractor or their respective legal successors;
 - (c) all offers and/or proposals made by Contractor.
- 2.2 Acceptance of offers from the Contractor may only be made by accepting these Term and Conditions, whereby the Client also waives the application of its own conditions. Clauses that deviate from these General Terms and Conditions shall only apply if an employee of the Contractor, in this case an authorized person, explicitly agreed to such deviations and to the extent they are expressly confirmed in writing by Contractor to Client.
- 2.3 If any clause in these General Terms and Conditions or in the contract is invalid or is held to be invalid, the remainder of the contract shall remain in force for many other to the extent possible and the invalid clause shall be replaced forthwith in consultation between parties by a clause which reflects the intent of the original clause as closely as possible.
- 2.4 Changes and additions to these General Terms and Conditions are binding upon Client as of one month after notification of the changes or addition to the Client.
- 2.5 These General Terms and Conditions are deposited with the Chamber of Commerce under number 70789282.

Article 3 – Data and information

- 3.1 Contractor shall only be obliged to perform or to continue to perform the assignment if and when Client has supplied Contractor with all requested data and information in the form and manner indicated by Contractor. Any additional costs incurred due to the failure of Client to promptly and properly supply the requested data or information promptly and properly shall be borne by Client.
- 3.2 Client shall inform Contractor forthwith and circumstances that may be of importance with regard to the performance of the assignment.
- 3.3 Client warrants the accuracy, completeness and reliability of the data and information supplied by it or on its behalf to Contractor.

Article 4 – Performance of the assignment

- 4.1 Contractor shall determine in what manner and by which person(s) the assignment shall be performed, thereby taking into account, as much as possible, any wishes expressed by Client.
- 4.2 Contractor shall carry out the work to the best of its ability and with due professional care. Contractor does not, however, guarantee the achievement of any intended results.
- 4.3 Dates by which work must be completed shall only be regarded as deadlines whose non-observance constitutes default (“fatale termijnen”) if expressly agreed in writing.
- 4.4 Client shall not be entitled to rescind the contract if and when an agreed deadline is exceeded, unless
 - (a) Contractor also fails to perform its contractual obligations within a reasonable period notified to it in writing upon the lapse of the original deadline;
 - (b) it is evident that the performance of the contract will be permanently impossible.

Article 5 – Intellectual property rights

- 5.1 Contractor shall be entitled to any and all intellectual property rights developed or used by it during the performance of the assignment, including any advice, opinions, working methods, (model) contracts, systems designs and computer programs, save insofar as third parties are entitled to such intellectual property rights.
- 5.2 Without prejudice to the provisions of Article 6.3, and without prior written permission by Contractor, Client shall not reproduce, disclose or exploit such intellectual property rights or a recording thereof on any data carrier, either alone or in conjunction with or through the engagement of third parties.
- 5.3 The Client warrants at all times that the use of information supplied by Client, or otherwise, the Contractor will not conflict with legal regulations or protected rights of third parties. Furthermore Client indemnifies the Contractor in full for all direct and indirect consequences of claims which third parties could validly make due to violation of this guarantee.

Article 6 – Confidentiality

- 6.1 Contractor shall not disclose data and information supplied by or on behalf of Client to third parties that are not involved in the performance of the assignment. This obligation shall not apply insofar as Contractor has a legal or professional obligation to disclose such information or Client has released Contractor from its obligation of confidentiality.
- 6.2 If the Contractor pursuant to a statutory provision or court order to convey confidential information to, by law or by the court, designated third parties to provide relevant information and Client cannot rely on a statutory, or by the competent court or granted right to refuse, the Contractor against is not obliged towards the Client to pay damage or compensation and the Client is not entitled to terminate the contract by virtue of any damage by this.
- 6.3 In the event Contractor is acting on its own behalf in disciplinary, civil or criminal proceedings, it shall be entitled to use the data and information supplied by or on behalf of Client as well as any other data and information which have come to Contractor’s notice in the course of the assignment, provided such use may be of interest in Contractor’s reasonable opinion.
- 6.4 Without the express prior written permission of Contractor, Client shall not disclose or make available to third parties in any other way, any advice, opinions of or other statements made by Contractor, whether or not in writing, unless
 - (a) such action arises directly insofar from the contract or is effected to obtain an expert opinion on the work performed by Contractor, or
 - (b) Client has a legal or professional obligation to disclose the data concerned or is acting on its own behalf in disciplinary, civil or criminal proceedings.

Article 7 – Fee

- 7.1 Client shall pay a fee to Contractor and reimburse Contractor for costs incurred in accordance with Contractor's usual rates, methods of calculation and working methods.

Article 8 – Payment

- 8.1 Payment shall be made in euro, without any deduction, discount or set-off, by deposit in or transfer to the bank account mentioned on the invoice either upon receipt of the invoice or within fourteen (14) days of the invoice date, whatever is agreed on between the Client and Contractor, failing which Client shall be in default.
- 8.2 All extra-judicial costs incurred by Contractor in connection with the collection of any amount owed by Client shall be borne by Client.
- 8.3 All costs incurred by Contractor in connection with legal proceedings against Client shall be borne by Client, also insofar as these costs exceed the legal costs awarded, unless Contractor as the unsuccessful party is ordered to pay the legal costs.
- 8.4 Contractor reserves the right to request Client to provide for full or partial payment in advance and/or to provide security even during the performance of an assignment, if the financial position or the payment behavior of Client so warrants in the opinion of Contractor, failing which Contractor shall be entitled to suspend the performance of its obligations.

Article 9 – Complaints

- 9.1 Contractor must be informed in writing of any complaints concerning work performed or fees charged within thirty (30) days of the date of dispatch of the documents or information on which such complaints are based or, in case Client shall prove that it could not reasonable have discovered the shortcoming earlier, within thirty (30) days after discovery thereof, failing which Client shall forfeit any and all claims relating thereto.
- 9.2 A complaint shall not entitle Client to suspend its payment obligations, unless Contractor has informed Client that it considers the complaint to be justified.
- 9.3 In the event of a justified complaint Contractor shall have the right at its own discretion, either to adapt the fees charged, rectify the shortcoming free of charge, again perform the assignment concerned, or to cancel the performance of the assignment, in part or in full, a proportional refund of fees paid by Client.

Article 10 – Liability

- 10.1 Contractor shall be liable to Client for any shortcoming in the performance of the assignment insofar as such shortcoming consists in a failure to exercise the due care and expertise, which may be expected with regard to the performance of the assignment. However, Contractor shall in no event be liable for:
- (a) damage suffered by Client or third parties resulting from inaccurate or incomplete data or information supplied by Client to Contractor or from any other act or omission by Client;
 - (b) damage suffered by Client or third parties as a result of acts or omissions of auxiliary persons ("hulppersonen") engaged by Contractor (not including Contractor's employees), even if such persons are employed by an organization affiliated with Contractor;
 - (c) indirect, special or consequential damages suffered by Client or third parties.
- 10.2 The liability exemptions set forth in Article 10.1 shall not apply to the extend the damage is caused by gross negligence or willful misconduct on the part of Contractor.
- 10.3 Contractor's liability for a shortcoming in the performance of the assignment or for torts shall be limited to the fees (exclusive of VAT) paid/or owed by Client to Contractor pursuant to Article 7 in respect of the work to which the occurrence relates or is connected.



- 10.4 Any and all claims relating to compensation of damage suffered shall be submitted to Contractor no later than twelve months after Client has discovered or could reasonably have discovered such damage, failing which the right to claim compensation shall lapse.
- 10.5 Client shall hold harmless and indemnify Contractor against all claims from third parties, including but not limited to shareholders, directors, supervisory directors and employees of Client as well as affiliated legal entities and third parties involved in the organization of Client, arising from or in connection with the work performed by Contractor for Client, unless such claims are due to gross negligence or willful misconduct on the part of Contractor.

Article 11 – Limitation period

- 11.1 Unless these General Terms and Conditions provide otherwise, any and all claims of Client against Contractor in connection with its performance of the assignment, regardless of their nature, shall expire one year after the date Client become aware or could reasonably have become aware of the existence of such claim.

Article 12 – Choice of law, disputes

- 12.1 Dutch law shall exclusively govern all contracts between Client and Contractor.
- 12.2 Disputes, including disputes only by one party shall be exclusively submitted by the court in the place in which the registered office of Contractor is situated. Nevertheless, the Contractor shall have the right to submit to the competent court according to law.
- 12.3 Notwithstanding the provisions of Article 12.2, Client and Contractor may choose a different manner of dispute settlement.