

GENERAL TERMS AND CONDITIONS

Profource B.V.

DATUM January 22 2014

Consisting of:

- A General Part – Articles 1 to 17
- B. Special Part – Articles 18 to 23

A. General Part

1 Subject

1.1 The Terms and Conditions of Profource B.V. (PF) govern all offers from and Agreements with PF. The Terms and Conditions form an inextricable part of the legal relationship in force between PF and the Client. The applicability of any terms and conditions applied by the Client is explicitly excluded.

1.2 The 'Client' is taken to mean any natural person who or legal entity that concludes or that wishes to conclude an Agreement with PF. An 'Agreement' is taken to mean any legal relationship, both oral and in writing, between PF and the Client that relates to services to be provided, work to be performed and/or goods to be delivered by PF for the benefit of the Client, to be referred to below jointly as the 'Service(s)' in addition to any legal act or other act in preparation for the provision of services, performance of work or delivery of goods.

1.3 In the event that any provision stipulated in the Terms and Conditions is null and void or is nullified, the other provisions will remain fully in force and PF and the Client will consult in order to replace the provision in question with a provision that has the same purpose and purport to every extent possible.

1.4 The Dutch text of the Terms and Conditions is determinative and will prevail over any and all translations of them. In the event of any conflict between the Terms and Conditions and the Agreement, the Agreement will prevail.

1.5 In addition to the General Part of the Terms and Conditions, the Special Part of the Terms and Conditions, consisting of Articles 18 et seq., may also apply, depending on the nature of the Agreement and/or any part of it that is reasonably independent.

1.6 In the event of any conflict between an article contained in the General Part and the Special Part, the Special Part will prevail. PF will be entitled to invoke the General Part of the Terms and Conditions in the event that any provision stipulated in the Special Part is non-binding and vice versa.

2 Offers and Agreements

2.1 All offers made by PF are without engagement. In addition all offers are revocable, regardless of whether they contain a term for acceptance.

2.2 In the event that the Client provides information to PF, in any form and of any kind whatsoever, PF will assume that such information is correct and will base its offer on that information, without its being obliged to verify the accuracy of that information.

2.3 In the event that an offer is not accepted any and all documents referred to in Article 5.1 (Intellectual property) of these Terms and Conditions must be returned to PF immediately and PF will be entitled to charge the Client any and all costs related to the offer.

2.4 An Agreement with PF will only be deemed to have been concluded after PF's management board has confirmed the Agreement in writing or after PF has started performing the Agreement. Confirmations of orders will be deemed to be correct and complete.

2.5 Any and all oral supplements, undertakings or changes will be binding only if they have been confirmed in writing by PF's management board.

2.6 Before it commences performing or performs any further, PF will be entitled to demand that the Client furnish security to ensure that both payment obligations and any and all other obligations will be complied with. That security must be furnished in the manner stipulated by PF.

2.7 In the event that the Client has failed to furnish security in the manner stipulated by PF within 14 days after PF has requested it to do so, any and all claims that PF has against the Client will be due and payable immediately and in full, without any prior notice of default being required.

3 Content and performance of the Agreement

3.1 Unless the parties explicitly agree otherwise in writing, PF's obligations that ensue from the Agreement entail that PF will provide the agreed Services (or will have them provided) by employees who have the agreed job level and level of experience. PF will make every effort to provide the Services (or have them provided) in accordance with the procedures and agreements that have been laid down in writing. Unless the parties have explicitly agreed otherwise in writing PF does not guarantee any particular result in any manner whatsoever.

3.2 PF will have the Services provided by PF's employees under the management and supervision of PF.

3.3 A term for completion indicated by PF is not of the essence. The mere fact that the term for completion has elapsed will not lead to default. PF will comply with the term for completion to every extent possible. The term for completion being exceeded will not lead to the Client being entitled to any compensation. In the event that the parties do not agree on any term for completion a reasonable term will apply, which will commence at the time at which the Agreement is concluded.

3.4 PF will be entitled to perform in instalments at all times and will be entitled to send separate invoices for such performance instalments, unless the parties have agreed otherwise in writing.

3.5 PF will be entitled to replace the employees who provide the Services at any time with other employees who have the same level of education and experience.

3.6 In connection with the performance of any guarantee and/or service work related to earlier orders, PF guarantees only that employees will be available for a maximum of 80% (eighty percent) of a normal working week. Unless the parties have explicitly agreed otherwise a 'normal working week' is taken to mean a working week consisting of 40 (forty) hours.

3.7 The term, character or nature of the Services may be changed only after PF's management board has approved the change in writing, without prejudice to the provisions stipulated in Article 14 (Amendments to the Agreement).

3.8 In connection with the Services that PF provides, the time of the employees who have been scheduled to work for the Client and who are able to do so will be the basis underlying the Client's payment obligation towards PF, based on the agreed rates. In the event that the parties have not agreed on any rate the rates that PF customarily charges will apply.

3.9 The Client will bear the risk related to the costs for making available in a timely manner a workstation, information, hardware and software to the relevant employee of PF, unless the parties agree otherwise in writing. The term for completion will be extended by the amount of time that the Client fails to comply with provisions stipulated in the preceding sentence. In the event that an employee works at one of the Client's locations, the Client will be obliged to comply with any and all obligations that ensue from the Dutch legislation and guidelines governing working conditions and to indemnify PF against any claims brought on those grounds. In the event that a claim is nonetheless brought against PF, PF will have a right of recourse against the Client in respect of the full amount of compensation, interest and costs that it pays.

3.10 The risk related to loss of, theft of or damage to property, products, data, documents, software, data files and other data, such as codes, passwords and documentation, that are created or used in the context of the performance of the Agreement will be transferred to the Client at the time at which they have actually come into the possession of the Client, its employees and/or its auxiliary persons, servants and/or agents.

4 Fees and payment

4.1 The Client will owe PF a fee equal to:

- the number of hours that PF's employees spend providing the Services times the rate agreed by the Client and PF; or, in the event that the parties have so agreed
- the agreed price,

in both cases plus:

- the costs that the employees have incurred that qualify for reimbursement pursuant to the agreement; and
- the turnover tax due.

4.2 PF is entitled to adjust the rates and prices that it charges, on the understanding that rates and prices that have already been agreed may be adjusted only in the event that the factors that determine the cost price on which the cost price has been based have changed since the time at which the Agreement was concluded and before performance.

4.3 PF will make timesheets available to the Client; the hours worked by the employees will be indicated on those timesheets. The Client must check those timesheets immediately, and in any event within two working days after the Services have been provided, and sign and return them to PF. The Client may note any comments it may have. In the event that the timesheets are not returned in a timely manner or no comments have been noted, the number of hours indicated will be deemed to be correct. In the event that the Client later demonstrates that an error has been made, the parties will consult in order to resolve the dispute that has arisen.

4.4 The Client must pay invoices within fourteen (14) days after the invoice date, without applying any discount and/or setoff and in the currency and manner indicated by PF.

4.5 In the event that full payment has not been made within the agreed term the Client will be in default by operation of law and it will be obliged to pay interest in addition to judicial and extrajudicial costs. The annual interest rate will be 10% (ten percent) on the outstanding amount. In the event that the statutory commercial interest rate is higher than 10% (ten percent), the statutory commercial interest rate will apply. The extrajudicial costs will be equal to 15% (fifteen percent) of the outstanding amount, subject to a minimum of EUR 500 (five hundred euros).

4.6 Any complaints with respect to invoicing may be lodged only within the term for payment, without prejudice to the provisions stipulated in Article 9 (Term for lodging complaints). Any such complaints should be made in writing and will not serve to suspend the Client's payment obligation.

4.7 Payments will be deducted first from the judicial costs, extrajudicial collection costs and the interest due and subsequently from the principal amounts due in order of age, regardless of any designation that the Client makes to the contrary.

5 Intellectual property

5.1 The drawings, calculation, descriptions, models and other documents that PF makes and/or provides will remain the property of PF even if PF has charged the Client costs for them.

5.2 Any and all intellectual property rights related to the software, websites, data files, hardware or other materials, such as analyses, designs, documents, reports, offers and any materials used to prepare them, that are developed or made available to the Client on the ground of the Agreement will vest exclusively in PF, its licensors and/or its suppliers. The Client will receive only the rights of use that are explicitly granted pursuant to these Terms and Conditions and the law. A right of use that accrues to the Client is non-exclusive, non-transferrable to third parties and may not be sublicensed.

5.3 The Client is prohibited, on pain of owing full compensation of any and all damage, from removing from the software, websites, data files, hardware and materials or from changing any marks related to the confidential nature or the relevant copyrights, trademarks, trade names or any other intellectual property rights.

5.4 In the event that PF is willing to undertake to transfer intellectual property rights, such an obligation may be undertaken only explicitly and in writing. In the event that the parties agree in writing that an intellectual property right with respect to any software, websites, data files, hardware or other materials that are developed specifically for the Client will be transferred to the Client, that will not affect PF's right or ability to use and/or exploit, without any limitation, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, prototypes, etc. for other purposes, either for itself or for third parties. Such a transfer of an intellectual property right also will not affect PF's right to make developments for its own benefit or for the benefit of a third party that are similar to or derived from the developments that have been made and/or will be made in the future for the benefit of the Client.

5.5 The Client is obliged to conclude licensing agreements at its own risk and expense with respect to PF's use in connection with the performance of the Agreement of works, models and inventions that are protected by copyright law or that are otherwise protected for the benefit of third parties. The Client guarantees that no rights of third parties oppose making available to PF any hardware, software, materials intended for websites, data files or other materials, including design materials, for the purpose of use, processing, installation and/or incorporation. The Client is obliged to indemnify PF, its employees and any third parties that it engages against the consequences of any infringements of the rights of such third parties. In the event a claim is nonetheless brought against PF, PF will have a right of recourse against the Client in respect of the full amount of compensation, interest and costs that it pays.

6 Confidentiality

6.1 The parties undertake to keep confidential any and all information that is confidential in nature that the parties exchange in the context of the Agreement, in the broadest sense of the

word. The parties undertake to impose a duty of confidentiality on any and all persons who are involved in the performance of the Agreement.

6.2 Confidential information includes (but is not limited to) any and all information, any and all figures and/or data related to the Services, of any kind whatsoever, in addition to knowhow with respect to the Services, that one of the parties has provided or provides in the future to the other party in connection with the performance of the Agreement, either directly or indirectly, either in writing or in another manner, with the exception of any information that:

- a is or that has become common knowledge, other than as a result of any act or omission on the part of one of the parties; or
- b was already rightfully in the possession of one of the parties or that was obtained in a legally valid manner from a third party that is not a party to the Agreement and that was permitted to release the information in question; or
- c was demonstrably already in the possession of one of the parties prior to the time at which that information was made available to the other party.

6.3 The foregoing obligations will remain in force even after the Agreement has been terminated, as long and insofar as the confidential information has not come to form part of public and/or generally accessible knowledge, science and/or literature.

6.4 In the event that one of the parties violates the obligations described in this Article, the negligent party will forfeit to the other party a penalty that will be due and payable immediately and not subject to mitigation in the amount of EUR 50,000 (fifty thousand euros) for each violation plus EUR 5,000 (five thousand euros) for each day on which the violation continues.

7 Termination

7.1 In the event that the Agreement has been entered into for an indefinite term either party will be entitled to terminate the Agreement by giving notice in writing effective from the end of any calendar month, with due observance of a term of at least 1 (one) month.

7.2 In the event that the Agreement has been entered into for a fixed term the Client will not be entitled to terminate the Agreement prematurely. The fixed-term Agreement will end by operation of law after the agreed term has expired.

7.3 In the event that the Client wishes to extend any contractual term it must notify PF to that effect in writing at least 1 (one) month prior to the end of the term, in which context PF will be entitled to refuse to grant that request.

8 *Force majeure* (non-attributable failure to comply)

8.1 In the event that as a result of a situation involving *force majeure* PF is unable to perform the Agreement or the situation involving *force majeure* would make performance more expensive,

PF will be entitled to suspend the Agreement for the duration of the situation involving *force majeure* or to dissolve the Agreement in whole or in part, without PF being obliged to pay any compensation.

8.2 '*Force majeure*' is taken to mean any circumstance, either expected or unexpected, as a result of which the Client no longer can reasonably demand that the Agreement be complied with. Such a circumstance in any event includes strikes, excessive absence of personnel due to illness, transport problems, fire and other business interruptions, prohibitions against import, export and transit, a failure on the part of third parties to perform, to perform in a timely manner or to perform properly, and other events that are beyond PF's control, in any event including floods, storms, natural and/or nuclear disasters, wars and/or threat of war, but also amended legislation or government measures. In addition, PF will be entitled to invoke *force majeure* in any case in which goods that and or persons whom it uses in connection with the performance of the Agreement are unsuitable.

8.3 In the event that the situation involving *force majeure* has lasted longer than 6 (six) months, the Client will be entitled to dissolve the Agreement in writing, in whole or in part, in respect of only that part of the Agreement that has not yet been performed. The Client will not be entitled to any compensation (including compensation of any damage that it has sustained).

8.4 In the event that PF suspends the performance of the Agreement in accordance with the provisions stipulated in subsection 1 of this Article, at PF's request the Client will be obliged to extend any security that has been requested in accordance with Article 2.6 (Offers and Agreements) of the Terms and Conditions until the new date of performance.

9 Term for lodging complaints

9.1 Unless these Terms and Conditions provide otherwise, the Client will no longer be entitled to invoke a defect in the performance, which also includes a total failure to perform, in the event that it has failed to submit a written, substantiated complaint to PF within 14 (fourteen) days after it has discovered or reasonably could have discovered the defect. In all cases PF must subsequently be given an opportunity to perform properly within a reasonable term.

9.2 In the event that a complaint is lodged in a timely manner and in accordance with these Terms and Conditions and PF rejects the claim, the Client will be obliged, on pain of all its rights and powers lapsing, to institute legal proceedings against PF in respect of the dispute within 6 (six) months after that rejection, in accordance with the provisions stipulated in Article 17 of these General Terms and Conditions (Applicable law and competent court).

9.3 It will no longer be possible to lodge a complaint in the event that the defect is discovered after the guarantee period stipulated in Article 10 (Completion, guarantee and maintenance) has expired.

10 Completion, guarantee and maintenance

10.1 The work will be performed in accordance with the standard methods that PF applies. In all cases the work will be performed in phases, as described in the methodology, in which context a new phase will not commence until the earlier phase has been completed in full.

10.2 A phase or the agreed performance will be completed on the Date of Completion. The Date of Completion is:

- a the date on which PF gives the Client written notice of the completion; or, in the event that it is earlier
- b the date on which the Client commences using the phase or performance.

10.3 The Client will be obliged to perform an inspection within 14 (fourteen) days after the Date of Completion and to notify PF of any defects. Notice of any defects must be given in writing and substantiated and specified to every extent possible. In the event that Client fails to perform such an inspection or in the event that the inspection is not carried out within the above-mentioned term, it will no longer be possible to demand that defects that are discovered in a later phase be remedied in the event that such defects could have been discovered during such an inspection.

10.4 PF will act in accordance with the provisions stipulated in this Article in the event that a complaint is lodged in a timely manner and in accordance with these Terms and Conditions and PF accepts the guarantee claim because PF is of the opinion that the Service is not in accordance with the Agreement. PF's compliance with the provisions stipulated in this Article will serve to fully discharge PF in respect of its guarantee obligations and PF will not be obliged to pay any further compensation of damage whatsoever.

10.5 PF's guarantee obligations will be suspended as a result of each and every failure on the part of the Client to comply with the obligations pursuant to the Agreement or its failure to do so fully and in a timely manner. The Client will be entitled to demand compliance with the guarantee only after the outstanding invoices, interest incurred and costs have been paid in full.

10.6 Under no circumstances will the scope of a guarantee on goods supplied by third parties extend any further than the guarantee that is granted to PF by the manufacturer or supplier of those goods. In the event that the manufacturer or supplier does not give any guarantee, PF also will not give any guarantee. Each and every guarantee will lapse in the event that any changes are made to the Service by or on behalf of the Client.

10.7 The term of the guarantee is three (3) months, commencing on the Date of Completion. The guarantee entails PF having employees available to make improvements to the Service, insofar as it appears that the functional specifications that have been laid down are not being complied with and/or the Service is not sufficiently reproducible. Under no circumstances does PF guarantee that the software will work without any errors or that all errors will be remedied.

10.8 The guarantee work will be performed on the basis of the agreed rates and costs or, in the event that the parties have not agreed on the rates and costs, on the basis of the rates and costs that PF customarily charges. That will not be the case only in the event that the parties have concluded an Agreement on the basis of a fixed budget, in which case the work on the basis of the guarantee agreements will be performed free of charge.

10.9 In the event that an order to maintain software is accepted, such an order will relate only to corrective maintenance, which is taken to mean making improvements to the software, databases and environment in respect of malfunctions in the operation of the software, databases and environment that the Client has discovered and reported in writing, the foregoing in accordance with PF's customary standardized methods and techniques. Work performed in the context of a maintenance agreement will be performed during customary office hours, which are taken to mean Monday to Friday from 9 a.m. to 5 p.m. The relevant increased rates will be charged for Services that are provided outside office hours at the Client's request, in accordance with the following schedule, unless the parties have agreed on a fixed price:

- Services after 7 p.m.: 150% of the agreed rate;
- Services on Saturday: 150% of the agreed rate; and
- Services on Sunday: 200% of the agreed rate.

In the event that Services are provided outside the Netherlands the Client will pay any and all related extra costs, in any event including costs related to travel and accommodation.

11 Liability

11.1 PF will perform the Agreement on the Client's instructions and at the Client's risk and expense. PF has a best-efforts obligation and does not guarantee any particular result. Any liability on the part of PF can arise only in the event that the Client notifies PF of the incident immediately, properly and in writing.

11.2 PF is liable exclusively for direct damage caused by an intentional act or omission or wilful recklessness – to be demonstrated by the Client – on the part of PF and/or its supervisory subordinates who form part of its management board or company management in connection with the compliance with the obligations that ensue from the Agreement that PF and the Client have concluded.

11.3 Under absolutely no circumstances will PF be liable for:

- indirect damage of any kind whatsoever, also including consequential damage such as trading loss, for example including loss due to business interruption and loss of profits;
- immaterial damage that the Client or a third party sustains as a result of PF or a person for whom it is liable in accordance with the law breaching the Agreement;
- errors in the constructions and working methods desired by the Client;
- errors in the work or services ordered by the Client or in designs and plans, drawings, calculations and/or terms of implementation provided by the Client;
- use that deviates from the agreed, intended purpose of the Service;

- damage as a result of mutilation, destruction or loss of data or documents; and
- damage and costs that are caused by the use or misuse of access or identification codes.

11.4 PF's liability in respect of each individual claim, in which context claims that ensue from a series of related incidences as a result of the same cause will be deemed to be one claim, is limited at all times to the amount that is paid under PF's business liability insurance policy in respect of the incident in question. In the event that no payment is made under the insurance policy for any reason whatsoever, PF's liability in respect of each individual claim, in which context claims that ensue from a series of related incidences as a result of the same cause will be deemed to be one claim, will be limited to the amount of the net price of that part of the Agreement to which the claim for liability relates, subject to an absolute maximum of EUR 75,000 (seventy-five thousand euros). In the event that the Agreement in question has a term of more than one (1) year, under no circumstances can the net price exceed the net price that has been stipulated for one (1) year.

11.5 Under no circumstances will the total amount of PF's liability for damage as a result of death, bodily injury or due to material damage to goods exceed EUR 1,250,000 (one million and two hundred and fifty thousand euros).

11.6 The Client must compensate PF for and indemnify PF against any and all claims brought by third parties, on any grounds whatsoever, including claims on the ground of product liability, in respect of compensation of damage, costs, interest and/or losses that ensue from the Agreement performed by PF. The provisions stipulated in the preceding subsections will continue to apply in full in the event that PF is nonetheless held liable, in which case PF will have a right of recourse against the Client for the entire amount that it has paid in respect of compensation of damage, interest and costs.

11.7 The provisions stipulated in this Article also apply in favour of any and all natural persons who and legal entities that PF uses in connection with the performance of the Agreement.

11.8 In the event that PF acts as the Client's subcontractor, PF will also be entitled to invoke the limitation of liability as stipulated in the agreement between the Client and its commissioning party.

11.9 The exclusions and limitations stipulated in this Article are without prejudice to PF's other exclusions and limitations on the basis of the Special Part of the Terms and Conditions (Articles 18 *et seq.*).

11.10 Unless the Client has commenced legal proceedings in accordance with Article 17 (Applicable law and competent court) of these Terms and Conditions prior to that time, any legal claim for compensation of damage will lapse as a result of the expiration of a term of six months after completion within the meaning of Article 10 (Completion, guarantee and maintenance) or, if that is earlier, as a result of the expiration of a term of six months after PF has rejected the claim in accordance with Article 9.2 (Term for lodging complaints) of these General Terms and Conditions.

12 Dissolution – termination

12.1 In the event that an amount that is due and payable is not paid or is not paid in full and/or in a timely manner, a failure to comply with any other obligation that ensues from an Agreement or a failure to do so in full and/or in a timely manner, a suspension of payment, a moratorium on payments or an application for a moratorium on payments, an invocation of or application to apply the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke Personen*) or bankruptcy, placement under a guardianship order, death or liquidation of the Client's goods, PF will be entitled to suspend the Agreement or to dissolve the Agreement in whole or in part, without any notice of default and without any judicial intervention being required and to reclaim as its own property any goods that may have been delivered but not yet paid for in full, offset against any amount that has already been paid, without prejudice to its right to claim compensation of damage. In the event that one of the situations referred to in the preceding sentence arises all of PF's claims against the Client will be immediately due and payable in full, without any prior notice of default being required.

12.2 In the event that PF suspends the performance of the Agreement in accordance with the provisions stipulated in subsection 1 of this Article, at PF's request the Client will be obliged to extend any security that has been demanded in accordance with the provisions stipulated in Article 2.6 (Offers and Agreements) of the Terms and Conditions.

12.3 In the event that the Client wishes to terminate the Agreement in spite of the fact that PF has not committed any attributable breach and PF accepts that termination, the Agreement will be terminated by mutual consent, in which case the Client will be obliged to pay the price for the part of the Agreement that has already been performed. In that case PF will also be entitled to compensation of any and all pecuniary loss such as any loss sustained, loss of profits and costs incurred, subject to a minimum of 10% (ten percent) of the total price that the Client has agreed with PF or, in the event that no total price has been agreed, the total price that PF customarily charges.

13 Retention of title and reservation of rights

13.1 PF will remain the owner of any and all goods that it delivers and rights that it grants until the Client has paid the consideration in respect of the goods that have been delivered or that are to be delivered in the future and rights that have been granted or that are to be granted in the future in accordance with the Agreement or in respect of work to be performed and/or services to be provided in accordance with such an Agreement for the benefit of the Client (or for the benefit of the Client and another party), and also until payment has been made of the claims on the ground of a breach of such an Agreement.

13.2 In the event that the Client creates a new good/right in whole or in part from goods/rights that PF has supplied, that will be a good/right that PF has created for itself and the Client will hold it for the benefit of PF and PF will remain the owner of that good/right at all times until all the obligations stipulated in subsection 1 of this Article have been complied with.

13.3 In appropriate cases rights, including rights of use, will be granted or transferred to the Client subject to the condition that the Client has paid any and all amounts that ensue from the Agreement.

13.4 PF will be entitled to retain goods and rights, data, software, documents, data files and other results of the Services that are received or generated in the context of the Agreement, notwithstanding any agreed obligation to surrender or transfer, until the Client has complied with all its payment obligations and other obligations towards PF.

14 Amendments to the Agreement

14.1 Services that PF is of the opinion do not form part of the Agreement that has been concluded with PF and ordered by the Client must always be paid for on the basis of the prices and rates for each time unit that PF customarily charges for the Services ordered, unless the parties have explicitly agreed otherwise in writing.

14.2 There will in any event be deemed to be Services that do not form part of the Agreement that has been concluded with PF in the event that:

- a change has been made to the specifications; and/or
- b the information that the Client has provided to PF is inaccurate.

14.3 The Client is not entitled to transfer to third parties its rights and/or obligations in accordance with the Agreement. PF is entitled to transfer its rights and obligations to third parties or to engage third parties in connection with the performance of the Agreement at any time.

15 Prohibition against taking over personnel

15.1 During the term of the Agreement and for a term of 18 (eighteen) months after the Agreement has ended the Client and companies affiliated with the Client are not permitted to directly or indirectly employ any of PF's employees or to directly or indirectly enter into a contractual relationship with such an employee without PF's permission, regardless of whether such an employee has provided Services to the Client through PF or otherwise.

15.2 In the event that the Client acts contrary to the provisions stipulated in subsection 1 the Client will in any event owe PF the fee referred to in the following subsection. That fee will be due and payable immediately, without prejudice to PF's right to claim supplementary or replacement compensation of damage. The fee referred to in the following subsection is without prejudice to the Client's obligation to pay the moneys on the basis of Article 12.3 (Dissolution – termination) of the Terms and Conditions.

15.3 The fee that the Client will owe will be equal to 100% of the full-time gross annual income of the employee of PF's in question. The calculation of the amount of the full-time gross annual income of the employee will include, in addition to the agreed periodic remuneration:

- the guaranteed bonus or bonus that can reasonably be expected;
- a profit-sharing bonus or other form of profit sharing and foreign allowances;
- reimbursements of housing costs, fixed hospitality allowances and other perquisites; and
- the car that the Client will make available or has made available, which will be considered equivalent to a minimum of EUR 5,000 (five thousand euros) gross annual salary.

16 Privacy and proceeding of data

16.1 If it is requested to do so the Client will immediately provide PF with written information with respect to the manner in which the Client is complying with its obligations on the ground of the Dutch legislation governing the protection of personal data.

16.2 The Client must indemnify PF against and compensate PF for any claims brought by persons whose personal data have been registered or are being processed in the context of a register of personal data that is maintained by the Client or for which the Client is otherwise responsible on the ground of the law. In the event that a claim is nonetheless brought against PF, PF will have a right of recourse against the Client in respect of the full amount of compensation, interest and costs that it pays.

16.3 The Client bears the exclusive responsibility for the data that are processed using the Service that PF provides. The Client warrants towards PF that the content, the use and/or the processing of data is not unlawful and does not infringe any right of a third party. The Client indemnifies PF against each and every legal claim brought by third parties, on any ground whatsoever, in connection with those data and the performance of the Agreement. In the event that a claim is nonetheless brought against PF, PF will have a right of recourse against the Client in respect of the full amount of compensation, interest and costs that it pays.

16.4 On the ground of the Dutch legislation governing the protection of personal data (such as the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*)) the Client has obligations towards third parties, such as the obligation to provide information and allowing inspection of, correcting and deleting personal data with respect to the person in question. The Client bears the full and exclusive responsibility for compliance with those obligations. If and insofar as PF must support the Client in this respect, any and all costs related to such support will be paid by the Client.

17 Applicable law and competent court

17.1 The Agreement that PF concludes will be governed exclusively by Dutch law.

17.2 Unless mandatory provisions of law stipulate otherwise, any disputes will be submitted to the competent court in Dordrecht, the Netherlands, to the exclusive of any other court. PF will remain entitled to choose the competent court in the Client's place of domicile or place of business at all times.

B. Special Part

18 Special General Terms and Conditions

18.1 In addition to the General Part of the Terms and Conditions (Articles 1 to 17), one or more of the Articles contained in the Special Part of the Terms and Conditions may also apply, depending on the nature of the Agreement and/or any part of it that is reasonably independent.

18.2 In the event of any conflict between an article contained in the Special Part and the General Part, the Special Part will prevail. PF will be entitled to invoke the Special Part at any time in the event that any provision stipulated in the General Part is non-binding.

19 Development and maintenance of software

19.1 The provisions stipulated in this Article apply in addition to the General Part in the event that PF develops and possibly installs software on the Client's instructions for the Client's benefit and/or provide services related to maintaining software on the Client's instructions.

19.2 The Client warrants that the data, specifications and designs that are provided to PF are correct, complete and consistent. Any errors, omissions and inconsistencies will be at the Client's risk and expense.

19.3 PF is entitled, but not obliged, to verify the correctness, completeness and consistency of the data, specifications and designs that are made available to it and in the event that it discovers any defects to suspend the Agreement until the Client has remedied the defects in question. The Client undertakes, on pain of owing full compensation of damage, to always notify PF as quickly and fully as possible of any defects that it is aware of in the specifications and the design of the software to be developed.

19.4 Before it commences the development activities PF will be entitled to demand that the Client declare in writing that it fully and unconditionally accepts the specifications and the design. PF will be entitled to suspend the performance of its activities until the time at which the Client has declared in writing that it fully and unconditionally accepts the specifications and the design.

19.5 All Agreements will be accepted and performed by PF exclusively notwithstanding and to the exclusion of the provisions stipulated in Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code, even in the event that it is the explicit or implicit intention to have the Agreement performed by a particular person.

19.6 PF will determine the manner in which the software is delivered. PF will install the software at the Client's place of business only if that has been agreed in writing. PF will not be obliged to perform data conversion unless the parties have agreed otherwise in writing. PF will decide in what form and language the user documentation will be provided.

19.7 Unless the parties have explicitly agreed otherwise the Client will accept the software in the condition in which it is on the Date of Completion, as defined in Article 10 (Completion, guarantee and maintenance). PF will not make the source code and the technical documentation available to the Client.

19.8 Unless the parties have agreed otherwise in writing and unless statutory exceptions apply, the Client will be permitted to modify the software (or to have the software modified) in whole or in part only after it has received prior written permission to do so from PF.

19.9 PF will perform the maintenance as stipulated in more detail in the Agreement. The maintenance does not include remedying errors, defects and/or inaccuracies that are the result of or are related to:

- a errors in use or improper use of the software, including errors in the input of data or in the data themselves;
- b changes made to the software other than changes made by or on behalf of PF;
- c use of the software that is contrary to the conditions stipulated in that respect or contrary to the instructions stipulated in the user documentation;
- d changes in or errors, defects or imperfections in hardware or software other than the software for which PF is responsible for the maintenance;
- e a failure on the part of the Client to have the software maintained properly and in a timely manner;
- f the use of an old (or older) version of the software that is not (or is no longer) maintained by PF; and
- g repair or recovery of mutilated or lost data.

20 Application Service provision, software as a service and computer service

20.1 The provisions stipulated in this Article apply in addition to the General Part in the event that PF provides services in the field of or under the name Application Service Provision, Software as a Service and/or Computer Service.

20.2 'Application Service Provision' (ASP) and Software as a Service (SAS) are taken to mean: PF's making and keeping software available to the Client 'remotely' through the Internet or another network, without the Client being provided with a physical carrier containing the software in question. 'Computer Service' (CS) is taken to mean: the automatic processing of data using the software and hardware administered by PF.

20.3 All of PF's Services will be provided on the basis of a best-efforts obligation, except and only insofar as PF has explicitly promised a particular result in writing and the result in question is also described with sufficient determinability.

20.4 All the Services will be provided exclusively on working days, *i.e.* Monday to Friday from 9 a.m. to 5 p.m. The relevant increased rates will be charged for Services that are provided

outside office hours at the Client's request, in accordance with the following schedule, unless the parties have agreed on a fixed price:

- Services after 7 p.m.: 150% of the agreed rate;
- Services on Saturday: 150% of the agreed rate; and
- Services on Sunday: 200% of the agreed rate.

In the event that Services are provided outside the Netherlands the Client will pay any and all related extra costs, in any event including costs related to travel and accommodation.

20.5 PF is entitled to make changes to the Services, which in any event includes continuing the provision of the Service using a new or modified version of the software. PF is entitled to temporarily cease the provision of the Service in whole or in part in order to perform preventative, corrective or adaptive maintenance.

20.6 In the event that PF provides Services on the basis of data to be provided by the Client, the Client will prepare and provide those data in accordance with the conditions to be stipulated by the Client. The Client will bring the data to be processed to, and will pick up the results of the processing from, the location where the Client provides the Services. Any form of transport and transmission will take place at the Client's risk and expense, even if it is performed or provided by PF. The Client warrants that all the materials, data, software and instructions that it makes available to PF in connection with the provision of the Service will always be correct and complete and that all the information carriers that are provided to PF will be in accordance with PF's specifications, on pain of the Client owing full compensation of any and all damage.

20.7 All the hardware, software and other materials that PF uses in connection with the Service will remain the property (including the intellectual property) of PF and its suppliers, even in the event that the Client pays a fee for the development or purchase of them by PF.

20.8 Under no circumstances is PF obliged to provide the Client with a physical carrier with the software to be made available to the Client in the context of the ASP and SAS, or the software to be used by PF in the context of the CS.

20.9 The Client is exclusively responsible for:

- purchasing and the proper operation of the infrastructure required;
- the administration, including monitoring the settings, the use of the Service and the manner in which the results of the Service are used;
- the instruction and the use by users;
- installing the software (including help programs) required, in addition to organization, parameterization and tuning;
- data conversion, if any;
- modifying the hardware, other software (including help programs) and user environment used; and
- creating the interoperability desired.

20.10 PF cannot guarantee and is not responsible for

- the correctness, completeness and/or timeliness of responses and support offered;
- ensuring that the software that is made available and used operates without any errors and without any interruptions;
- verifying the correctness and completeness of the results of the Service and the data that are generated using the Service;
- modifying the software in a timely manner on the basis of amendments to the relevant laws and regulations; and
- making the back-up required.

21 Provision of advice, consultancy and project management

21.1 The provisions stipulated in this Article apply, in addition to the General Part, in the event that PF provides Services related to the provision of advice, consultancy and/or project management.

21.2 All Services will be provided on the basis of a best-efforts obligation, except and only insofar as PF has explicitly promised a particular result in writing and the result in question is also described with sufficient determinability.

21.3 PF is not obliged to follow the Client's instructions when it is providing the Services. In the event that PF provides Services on the basis of data to be provided by the Client, the Client will provide those data in accordance with the conditions to be stipulated by PF and will be supplied at the Client's risk and expense. The Client warrants that all the materials, data, software, procedures and instructions that it makes available to PF in connection with the provision of the Service will always be correct and complete and that all the information carriers that are provided to PF will be in accordance with PF's specifications, on pain of the Client owing full compensation of any and all damage.

21.4 PF will provide the Services exclusively on and PF's schedules and work will be based on the assumption that they will be provided and performed on the customary working days, *i.e.* Monday to Friday from 9 a.m. to 5 p.m. The relevant increased rates will be charged for Services that are provided outside office hours at the Client's request, in accordance with the following schedule, unless the parties have agreed on a fixed price:

- Services after 7 p.m.: 150% of the agreed rate;
- Services on Saturday: 150% of the agreed rate; and
- Services on Sunday: 200% of the agreed rate.

In the event that Services are provided outside the Netherlands the Client will pay any and all related extra costs, in any event including costs related to travel and accommodation.

21.5 The Client's use of the Services will be at the Client's risk and expense at all times.

22 Maintenance of ICT hardware and telecommunications and office equipment

22.1 The provisions stipulated in this Article apply, in addition to the General Part, in the event that PF provides Services related to maintenance of ICT hardware and/or telecommunications and/or office equipment.

22.2 PF will provide the Service as described in more detail in the Agreement. PF's provision of the Service will not affect the Client's responsibility for the administration, including monitoring the settings and the use of the hardware and equipment. The Client is also responsible for the instructions given to and used by users. The Client must also provide the technical, spatial and telecommunications facilities that are necessary for the hardware and equipment to operate. The Service explicitly does not include the above-mentioned facilities and any connections.

22.3 PF does not guarantee that the hardware and equipment to be maintained will operate without any interruptions or other defects or that all defects will be remedied. The Client is obliged to fully cooperate in order to enable PF to provide the Service; in the event that the Client fails to do so PF will be entitled to suspend the performance of the Agreement.

22.4 Before it offers the hardware to PF for maintenance the Client must ensure that a full copy is made of all the software and data installed on the hardware. Any liability on the part of PF due to mutilation or loss of data or software is excluded.

22.5 The Client will not be entitled to any temporary replacement hardware or equipment during the period of time in which PF has in its possession the hardware and equipment to be maintained. The Client bears the risk of loss of, theft of and/or damage to hardware and equipment during the period of time in which PF has them in its possession in order to perform maintenance. It is the Client's responsibility to take out insurance to cover such contingencies.

22.6 The maintenance does not include:

- maintenance of hardware or equipment that is not set up in the Netherlands;
- investigating/remedying errors caused by or related to errors in use or improper use of the hardware or equipment or exterior causes, such as defects in communication lines, network connections or electrical facilities or connections to hardware, software or materials that do not fall within the scope of the Agreement;
- investigating/remedying errors caused by or related to modifications to the hardware or equipment that have not been made by or on behalf of PF, the use of the hardware and equipment in contravention of the applicable conditions and a failure on the part of the Client to maintain the hardware and equipment adequately and in a timely manner;
- investigating/remedying breakdowns that are the result of or are related to the software installed on the hardware; and
- repairing or recovering data that has been mutilated or lost as a result of breakdowns and/or maintenance.

23 Final provisions

23.1 These Terms and Conditions have been filed with the District Court of Dordrecht under number AL 22/2013.

23.2 Any and all prior terms and conditions have lapsed. A copy of these Terms and Conditions will be sent upon request