

The following Terms and Conditions apply on the Cor Groenveld Consultancy services.

## ARTICLE 1 - DEFINITIONS

Terms in these Terms and Conditions have the following meaning:

1. Client: the natural or legal person that reached an agreement with Cor Groenveld Consultancy to perform work.
2. Consultant: the person performing the work assigned to Cor Groenveld Consultancy.
3. Material: all data and information made available by the Client to Cor Groenveld Consultancy, including materials or data carriers, and all in the context of performance of the contract by Cor Groenveld Consultancy manufactured goods, including materials or data carriers.
4. Parties: Client and Cor Groenveld Consultancy together.

## ARTICLE 2 - APPLICABILITY

1. The Terms and Conditions apply to all legal relationships between the Parties. Changes to these terms and conditions must be confirmed on paper by both parties.
2. In case professional conduct rules apply to the Consultant, they form part of the agreement. The Client declares that he/she will fully respect the obligations that arise from these rules for Cor Groenveld Consultancy.
3. If one or more provisions of these Terms and Conditions are void or annulled, the parties will consult to determine one (or more) alternative provision(s) that cover the

purpose and extent of the void and/or annulled provision(s) as much as possible and that are not voidable or annulable.

### ARTICLE 3 - ESTABLISHMENT OF THE CONTRACT

1. The establishment of a proposal is free of obligation for the Client, unless the time investment transcends the reasonable amount of time and therefore, the Client and Cor Groenveld Consultancy have agreed otherwise.
2. A proposal is valid for three months. During that period, changes can occur that may make consultations on the feasibility of the contract necessary. After this date, the Parties will consult on the consequences of the delay.
3. The contract is concluded at the time Cor Groenveld Consultancy informs the Client, either written or orally, to accept the contract, and the Client informs Cor Groenveld Consultancy on paper that the contract was awarded.
4. The agreement is for an indefinite period, unless it is clear from the content, nature or scope of the agreement that it is for a certain period of time.

### ARTICLE 4 - AVAILABLE ARGUMENT OF INFORMATION BY THE CLIENT

1. The client is obliged to deliver all information and materials that Cor Groenveld Consultancy needs, in accordance with his judgment for the proper execution of the assignment in time, in the desired form and in the desired manner.
2. The Client will inform Cor Groenveld Consultancy about all other information that may be relevant for execution or completion of the contract.
3. The client is responsible for the correctness, completeness and reliability of the information and materials made available to Cor Groenveld Consultancy, even if they originate from third parties, unless otherwise arises from the nature of the assignment.
4. The Client is obliged to inform Cor Groenveld Consultancy about facts and circumstances that may be relevant with respect to the execution of the contract.
5. If the Clients desires, the materials that were made available will be returned to him.

6. Extra costs and extra fees that result from a delay of the execution of the contract, caused by not, not in time or not properly providing the requested information and materials shall be borne by the Client.

## ARTICLE 5 - PERFORMANCE OF THE CONTRACT

1. Cor Groenveld Consultancy will carry out the work by its consultants' best ability and with due professional care. However, Cor Groenveld Consultancy cannot guarantee the achievement of any intended results.

2. With the consent of the client, Cor Groenveld Consultancy is allowed to make use of consultants that have the required level of knowledge, but are no employees of Cor Groenveld Consultancy by law, in order to carry out the contract properly.

3. Cor Groenveld Consultancy determines the manner and by who a contract is executed, while taking desires from the Client into account. If it is agreed that the contract will be carried out by a particular person working for Cor Groenveld Consultancy, this does not imply - except when the Client and Cor Groenveld Consultancy expressly agreed otherwise on paper - that the work will exclusively be carried out by that person or may only be carried out under his responsibility, nor that the death of this person terminates the contract, or that this person can be held (partially) liable for any shortcoming in the performance of the contract. Accordingly, Articles 7: 404 and 7: 407 paragraph 2 are not applicable.

## ARTICLE 6 - USE OF INFORMATION

1. Cor Groenveld Consultancy is required to maintain confidentiality of confidential information of a third party that is not involved in the contract, unless it has a legal or professional duty to disclose. Information is confidential if this has been communicated by the Client or if it arises from the nature of the information.

2. Cor Groenveld Consultancy is not entitled to use the information and materials made available by the Client for a purpose other than that for which it was received. However, Cor Groenveld Consultancy may use this information and materials in disciplinary, civil or criminal proceedings directed to him in which these materials may be of importance.

3. Cor Groenveld Consultancy is entitled to use processed numerical results (e.g. evaluations) for statistical or comparing purposes, provided these figures cannot be traced back to individual Clients.

4. Cor Groenveld Consultancy is entitled to use casuistry from a Client, if not traceable to an individual team or person for (communicative) purposes, including those related to the Client.

5. Cor Groenveld Consultancy maintains in respect of materials and such the rights and powers for which he is entitled under the Copyright Act. Cor Groenveld Consultancy has the right to use obtained knowledge as a result of executing the contract for other purposes, provided that no confidential information of the Client will be communicated to third parties.

## ARTICLE 7 - FEES AND CANCELLATION

1. The fee of Cor Groenveld Consultancy is not dependent on the outcome of the assignment and is calculated taking into account the usual rates of Cor Groenveld Consultancy and is payable as Cor Groenveld Consultancy performs work for Clients, based on actual time spent, unless the Parties agree otherwise.

2. The fee of Cor Groenveld Consultancy, if necessary plus advance payments (such as office expenses, equipment, travel and subsistence) and made expenses from third parties, will be charged to the Client every two weeks, unless the Parties agreed otherwise

3. If for any reason on the part of the Client a contract or a part of the contract cannot proceed, the following cancellation rules apply, provided that the time cannot be sold by Cor Groenveld Consultancy:

1 to 6 weeks before the start: no fee;

2 to 5 weeks before: 33% of the tender amount;

3 to 4 weeks before: 67% of the tender amount;

4. within 3 weeks prior: 100% of the tender amount.

• Commitments by Cor Groenveld Consultancy on behalf of the Client or as part of the contract which cannot be reversed / canceled will be borne by the Client.

## ARTICLE 8 - PAYMENT

1. Payment by the client, without deduction, discount or settlement of debts, is due within the agreed periods, but in no event later than 14 days after the invoice date. In the absence of timely payment, the Client is in default. Payment must be made in Dutch currency or in the currency indicated in the invoice by transfer to a bank account designated by Cor Groenveld Consultancy.
2. All reasonable extrajudicial (collection) costs, including, lawyer and bailiff costs, that Cor Groenveld Consultancy makes as a consequence of default of the payment of the Client shall be borne by the Client. The extrajudicial collection costs are at all times at minimum the amount payable in accordance with the Rapport Voorwerk II adopted by the Court, or the actual costs when these are higher. From the moment that the Client is in default, he is also obligated to pay a default interest equal to the statutory interest rate plus 2% on an annual basis.
3. If the financial position or paying behavior of the Client gives reason, Cor Groenveld Consultancy is entitled to require the Client to provide (additional) security in a manner determined by Cor Groenveld Consultancy. If the Client fails to make this required security, Cor Groenveld Consultancy is entitled, without prejudice to its other rights, to suspend or terminate further execution of the agreement immediately and all that the Client is due to Cor Groenveld Consultancy is payable immediately.
4. In case of a jointly given assignments, provided the work is executed for the joint Clients, shall be jointly and severally liable for payment of the invoice.

## ARTICLE 9 - LIMITS

1. If the Client owes an advance payment or he has to implement the information and / or materials to be made available, then the period within which the work must be completed not earlier than after the payment has been received, or the information and / or materials are completely provided.
2. Dates by which the work must be completed shall only be regarded as deadlines if this has been explicitly agreed upon.
3. The contract may - unless implementation is undoubtedly permanently impossible - by the Client not be dissolved out of time unless Cor Groenveld Consultancy Agreement or fails completely carries within him after the expiry of the agreed period been notified in

writing, a reasonable time. Dissolution is allowed in accordance with Article 265 of Book 6 BW.

#### ARTICLE 10 - TERMINATION

1. The parties may withdraw from the agreement, but at least for a period of one month.
2. Article 7 part 3 (cancellation) remains fully applicable.
3. Notice of termination must be communicated to the other party.

#### ARTICLE 11 - LIABILITY

1. If Cor Groenveld Consultancy is held liable, then this liability is limited to what is stated in this provision.
2. Cor Groenveld Consultancy is not liable for damages of any kind, caused by Cor Groenveld Consultancy as a result of incorrect and / or incomplete information or materials provided by or on behalf of the other party.
3. If Cor Groenveld Consultancy is held liable for any damages, the liability of Cor Groenveld Consultancy is limited to maximum 1 time the invoice value of the order, at least for that portion of the order to which the liability relates, subject to a maximum of € 50,000. If the contract runs for more than six months, the afore mentioned liability is limited to an amount equal to the total amount received by the Client under the contract during the last two months before the occurrence of the loss of principal.
4. Cor Groenveld Consultancy is only liable for direct damage.
5. Direct damage only concerns reasonable costs of determining the cause and extent of the damage, as far the determination relates to damage under these term and conditions, and any eventual reasonable costs to ensure the poor performance of Cor Groenveld Consultancy meets the agreement, as far they can be attributed to Cor Groenveld Consultancy, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these expenses resulted in mitigation of direct damage as meant in these terms and conditions.
6. Cor Groenveld Consultancy is not liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business stagnation

7. Client shall indemnify Cor Groenveld Consultancy against all claims of third parties, and the Client will reimburse the costs Cor Groenveld Consultancy incurs or will incur as a result of the defense against such claims by third parties relating to or arising from Cor Groenveld Consultancy work performed under the contract (s) with the Client.

8. Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against Cor Groenveld Consultancy and people involved in the execution of an agreement by Cor Groenveld Consultancy is 1 year.

9. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Cor Groenveld Consultancy or his senior subordinates.

#### ARTICLE 12 - SUSPENSION AND RETENTION

1. Cor Groenveld Consultancy is entitled to the fulfillment of its obligations to suspend until such time that all the demonstrable progress Client are paid in full.

2. The authority referred to in the first paragraph also includes suspending the issuing of materials or other items to the Client or third parties.

#### ARTICLE 13 - FINAL PROVISIONS

1. All agreements between the Client and Cor Groenveld Consultancy which these Terms and Conditions apply only under Dutch law.

2. All disputes related to agreements between the Client and Cor Groenveld Consultancy, which these conditions apply will be settled by the competent court in's-Hertogenbosch, the Netherlands.