

1. Applicability

These General Terms and Conditions apply to all offers, proposals, agreements and obligations arising therefrom relating to the providing of Services, delivery of user rights and/or products by IT-Value (hereinafter called the Contractor) to or on behalf of the Client. In the event of a conflict between specific provisions in the Agreement and the General Terms and Conditions, the provisions in the Agreement shall prevail. Provisions in the signed Data Processing Agreement that relate to the processing of personal data shall prevail over any provisions in the Agreement. Deviations from these General Terms and Conditions are only valid if and insofar as these are expressly agreed in writing. Deviations only relate to the Agreement for which they were made. General purchasing conditions or other general terms and conditions of the Client do not apply and are expressly rejected. If the Contractor works together with Third Parties and/or Suppliers, the General Terms and Conditions of such Third Parties and/or Suppliers apply.

2. Definitions

The following capitalized terms have the following meaning: *Connection*: the Client's connection so that use can be made of the Services. *Equipment*: the equipment, including the system software, that the Contractor provides on a loan for use basis at the Client's location for the provision of the Services. *General Terms and Conditions*: rights and obligations that the Client and the Contractor have agreed with each other. *Third Party*: hired party or supplier/partner. *Documentation*: technical and functional descriptions, user manuals in whatever form. *User*: employee of the Client who possesses an authorization. *Obligation of endeavor*: The Contractor or Third Party who use their utmost endeavors to perform the Agreement to the best of their ability and achieve the desired result. *Intellectual Property*: patent rights, copyright, mark, drawing and design rights and/or other (intellectual property) rights, including rights to databases and topographies of semiconductor products or other products and – patentable or otherwise – technical and/or commercial know-how, methods and concepts. *Materials*: all information carriers on which the Software is recorded. *Additional Work*: additional work as referred to in article 9.4. *Non-conformities*: non-compliance of the Services with the specifications or Service Levels as laid down in the Agreement. *Contractor*: IT-Value, the party entering into the Agreement. *Client*: the contracting party with which the Contractor enters into an Agreement. *Agreement*: agreements made between the Contractor and the Client regarding the Services to be provided, user licenses or other matters. *Personnel*: the personnel members and/or agents engaged by the Contractor for the performance of an Agreement, who will be working under the Contractor's responsibility. *Software*: computer software, including system software, application software, scripts, links and user interfaces with associated documentation and Materials. *Obligation of result*: The Client and the Contractor shall achieve the intended result as laid down in the Agreement, regardless of the amount of effort that is required. *Service Levels*: Agreements made between the Client and the Contractor about the expected performance of the Services. *Supplier*: the Third Party engaged by the Contractor in the performance of the Agreement. *Confidential Information*: all verbal or written information provided by one of the parties in respect of which it is absolutely clear that it is confidential information and all information in respect of which the party in question indicates that it is to be treated confidentially; confidential information shall in any event mean, but is

not limited to: The identity of the Client and other business relations or potential clients and business relations / Names, addresses and telephone numbers of individual contact persons / Substantive information, whether or not detailed, the Services, current contracts and offers / Electronic correspondence and computer data / Personal data / Price lists, marketing strategies, product strategies and internal and external working methods / Technical and commercial know-how/ Proposed budgets, estimates and other non-public financial information and Management policy and other business strategies. *Data Processing Agreement*: an agreement between the Data Controller (the Client) and the Data Processor (the Contractor) in which it is set out how Personal Data shall be dealt with. *Proposal*: a document that describes the Services and must be approved by the Client; after approval by the parties in question, it shall become an Agreement. *Services*: All services that the Contractor is to provide in the framework of the performance of the Agreement.

3. Proposals and entering into of Agreements

3.1 All proposals made by the Contractor are valid for fourteen (14) days and are fully without commitment. The Contractor reserves the right to revoke an offer it has made within seven (7) days after acceptance. 3.2 If upon acceptance there is deviation from the proposal made by the Contractor, the Contractor shall deem this acceptance to be an invitation to make an additional proposal. If the Client wishes to continue, the Contractor shall make a new proposal, which shall again be subject to articles 3.1 and 3.2. 3.3 Unless the Contractor revokes its proposal, an Agreement shall be entered into by written acceptance by the Client of the Contractor's proposal. The Agreement can also be made electronically. The Agreement, electronic or otherwise, shall only be entered into after the Contractor has received the Agreement signed by the Client. 3.4 The Client is bound after it has accepted a proposal that has been presented. In deviation from the provisions in Article 6:225(2) of the Dutch Civil Code, if an answer that is intended as acceptance only deviates on minor points, this answer shall be deemed acceptance and the Agreement shall be entered into in accordance with this acceptance, unless the offeror immediately objects to the differences. 3.5 Proposals that have been made do not automatically apply to future Agreements. 3.6 If a start is made with the performance of the Agreement on the Client's request without the Agreement having been signed, this shall only occur on condition that a confirmation shall be sent in the form of an e-mail. The Client thereby indicates to wish to affirm the Agreement and that a formal start of the Services shall occur in accordance with the applicable rates and that the Client agrees to the agreements laid down in the Agreement. 3.7 If the Client changes or adds to the information in the Agreement, this shall be specifically indicated by the Client. The Contractor has the right to terminate the Agreement in such case. 3.8 If it turns out that information provided by the Client is incorrect, the Contractor has the right to modify the proposal and enter into a new Agreement. 3.9 Agreements or commitments shall only apply if they are in writing. The parties cannot derive any rights from verbal or telephone agreements and commitments. 3.10 All data, information, materials and documents form part of the Agreement, unless the parties agree otherwise. 3.11 If the Contractor demands an advance payment, the Agreement shall be entered into after the Client has made the advance payment.

4. Contractor's obligations

4.1 Insofar as the contrary is not expressly stipulated otherwise in writing in the Agreement, the Contractor is expressly subject to an obligation

of best efforts and not an obligation of result. 4.2 The Contractor shall endeavor to realize that the Services shall (continue to) comply with the signed SLA agreements and Service Levels. 4.3 The Contractor shall deem the Client's data to be strictly confidential and shall not disclose the data to Third Parties without the Client's express written consent, except as required by the applicable laws and regulations. 4.4 The Contractor shall only have access to the Client's data for the provision of the agreed Services as described in the Agreement. 4.5 The Contractor shall use reasonable endeavors to protect the Client's data against unauthorized access, publication or destruction. This encompasses the implementation of security measures such as encryption and access control. 4.6 The Contractor shall ensure that only authorized personnel has access to the Client's data and that such personnel is bound by confidentiality obligations. 4.7 The Contractor shall save the Client's data for the term of the Agreement and for a reasonable period after termination of the Agreement, unless otherwise agreed with the Client. 4.8 The Contractor shall use reasonable endeavors to comply with the agreed Service Level Agreement (SLA). The SLA shall specify the guaranteed availability and the procedures for dealing with downtime. 4.9 The Contractor can carry out scheduled maintenance that may affect the availability. Such maintenance shall be communicated to the Client in a timely manner. 4.10 In the event of unscheduled downtime, the Contractor shall use reasonable endeavors to rectify this as quickly as possible. Any loss or damage as a result of such downtime shall be dealt with in accordance with the Agreement between the Contractor and the Client. 4.11 In connection with the nature of the offered Services, the Client and the Contractor are subject to and bound by the rules, guidelines, the policy and the technology of Third Parties and/or Suppliers. All Services shall be provided in accordance with the rules and guidelines of the relevant Third Party and/or Supplier. In view of these provisions, the Contractor is entitled to modify or adjust the Services, without the Client having the right to terminate the Agreement or to any compensation. 4.12 If the Client has not provided the necessary or requested data, materials or information, has not provided such in a timely manner or has not provided such correctly, the Contractor has the right to suspend performance of the Agreement and to charge the Client for the costs arising from delay in accordance with the usual rates. 4.13 If the Client has made equipment available on a loan for use basis, the Contractor shall handle it responsibly and only use it to provide the Services. The Client is responsible for insurance against damage and theft.

5. Complaints

5.1 Complaints regarding the Services must be submitted to the Contractor in writing, with reasons, within eight (8) days after the provision thereof. Complaints can be filed on our website: <https://www.it-value.nl/privacybeleid/klachtenprocedure/>. The Contractor shall aim to contact the Client within 5 days after receipt of the complaint. 5.2 The Contractor at all times has the option of investigating a complaint, taking appropriate measures and making a proposal for resolution. 5.3 If a complaint is deemed to be unfounded and the Contractor has incurred costs in this respect, e.g. by hiring Third Parties and/or Suppliers, the costs shall be charged to the Client.

6. Changes in the Services

6.1 The Client is at all times entitled to request the Contractor in writing to reasonably modify the scope of the Services to be provided by the Contractor in accordance with the Agreement, however only if the parties have reached agreement in this respect in advance. 6.2 The

Contractor shall, within a reasonable period of time after such a change order, specify in writing what consequences the change has with regard to the Services and/or the Service Levels and the costs of the Services. 6.3 If the Contractor does not agree to the proposed changes and/or the Services have already been provided, the Contractor has the right to charge the costs therefore and the Agreement shall prevail. The Client is not entitled to any damages. 6.4 The Contractor is entitled to at all times make changes to the specifications of the Services without this resulting in a right to damages of the Client and/or User with regard to the Contractor. The Contractor shall in such a case notify the Client as soon as possible of the changes.

7. Client's obligations

7.1 The Client is obliged to provide all reasonable cooperation that is necessary for the provision of the Services, such as: providing access to systems and locations where work is to be carried out. 7.2 The Client is responsible for a properly working connection so that the Contractor is not impeded in the providing of the Services as agreed in the Agreement. 7.3 The Services, materials and rights of use which the Client provides to the Contractor in conformity with the Agreement may only be used for lawful and legitimate purposes. In addition, these may only be used in such manner that there is no infringement of rights of Third Parties and/or Suppliers, including but not limited to Intellectual Property Rights. 7.4 The Client guarantees that the User shall at all times promptly and faithfully perform the obligations arising from the Agreement and these General Terms and Conditions. Insofar as there are obligations of the User, these are also obligations of the Client. 7.5 The Client shall inform the Contractor as soon as possible in writing of changes in relevant information concerning the Client. 7.6 The Client shall comply with the (technical) rules, conditions and procedures, which are provided by or on behalf of the Contractor. 7.7 The Client shall refrain from hindering the Contractor and/or causing damage to the Contractor's Services. The Client is prohibited from using processes or programs for which the Client knows or can reasonably assume that this could hinder or cause damage to the Contractor's Services. 7.8 The Client and/or User is not permitted to send or post unlawful content or other unlawful messages or codes or use such for actions and/or conduct that are contrary to applicable statutory provisions, self-regulation, commonly accepted standards of decency (including the Netiquette), the Agreement or these General Terms and Conditions. This includes but is not limited to the following actions and conduct: Spamming: the unsolicited sending of e-mail with the same content and/or the unsolicited posting in newsgroups on the Internet of a message with the same content; The infringement of copyright-protected works, rights to databases or otherwise acting in contravention of intellectual property rights of Third Parties and/or Suppliers; The publication and/or distribution of (child) pornography; Hacking: unauthorized accessing of other computers or computer systems on the Internet. 7.9 The Client and/or User is not permitted to transfer any documents provided by the Contractor or other rights arising from the Agreement to Third Parties and/or Suppliers or to allow Third Parties and/or Suppliers the use thereof, unless the Contractor has given express written consent therefore. 7.10 The Client is bound to follow reasonable instructions of the Contractor concerning the Services. The Client is expressly not permitted to make the software (scripts) published by the Contractor available to Third Parties and/or Suppliers. The Client is liable for any authorized or unauthorized use

thereof, including in particular the login data, by Third Parties and/or Suppliers. 7.11 The Client must guarantee the accuracy and completeness of information, documents, etc. that have been provided. The Contractor is not liable for any associated copyright. 7.12 If equipment of the Client is provided to the Contractor for the provision of the Services on a loan for use basis, the Client is obliged to draw up an agreement in this respect. The equipment must be insured against damage, loss or theft by the owner of the equipment, the Client.

8. Deadlines

8.1 Agreed deadlines for the providing of the Services by the Contractor shall only start after the Client has provided all information and materials that the Contractor requires for the performance of the task.

8.2 Unless expressly otherwise agreed, agreed deadlines are only an indication. 8.3 The Contractor shall never be in default due to the expiry of agreed deadlines. Written notice of default is required in this respect, whereby the Contractor shall be given a reasonable period of time for performance, which shall be at least 30 days. 8.4 If the Contractor foresees that it will not be able to perform an obligation under the Agreement within the time period set therefore, the Client shall immediately be informed in writing of the delay in the performance of the Agreement and shall indicate the cause of the delay, as well as the measures proposed by the Contractor to prevent or reverse the (threatened) delay. 8.5 If the Contractor exceeds a delivery deadline, the Client shall give the Contractor written notice of default. The Contractor shall have a minimum of 4 weeks to perform the Agreement.

9. Prices

9.1 The prices agreed with the Contractor or Third Parties and/or Suppliers are always exclusive of VAT. 9.2 The Client shall pay the Contractor a fee for the Services, calculated in accordance with the Contractor's applicable rates. 9.3 The Contractor shall index the prices annually. This shall take effect as of 1 January of every calendar year. The Contractor shall communicate the new rates at latest as of 1 month before the end of the calendar year. The Contractor shall use the Netherlands Services Price Index (DPI). 9.4 If during the term of the Agreement the parties agree in writing that additional work not described in the Agreement shall be provided by or on instruction of the Contractor, this shall constitute Additional Work. The Contractor shall apply the rates set out in the Agreement for Additional Work. The costs for Additional Work are only owed by the Client after the Client has given the Contractor written instruction to carry out the Additional Work, unless it would not be reasonable to await written instruction in connection with urgent matters that must be resolved immediately. The parties shall in such case agree that the Additional Work shall be carried out either for a fixed price and invoiced in accordance with a payment schedule to be agreed or the Additional Work shall be invoiced monthly in arrears on the basis of actual cost. 9.5 The Contractor is dependent on prices of Suppliers, for example licensing costs. If there are price increases of Suppliers, the Contractor's prices shall also be increased. This is separate from the annual indexing that the Contractor can implement.

10. Invoicing and payment

10.1 The Client shall pay the agreed (periodic) fee per month in accordance with the agreements made in the Agreement. 10.2 Invoicing of Services that have been agreed must be paid without any discount or set-off in accordance with the agreed payment schedule laid down in the Agreement. 10.3 Invoicing and payment shall be effected in euros. 10.4 The Contractor shall send invoices to the Client electronically,

stating the items to which the invoice relates and the period in which the Services were provided. 10.5 If the Contractor cannot provide the Services in accordance with the Agreement due to circumstances that are not attributable to the Contractor (including the circumstances mentioned in article 17), the Client's payment obligations shall remain in effect. 10.6 If the Client has not paid the invoice in question without valid reason after expiry of the period referred to in article 10.7, the Client shall automatically owe interest, calculated on an annual basis, equal to the compound statutory commercial interest rate and the Client shall also owe extrajudicial collection costs which shall be fixed at 15% of the unpaid amount, with a minimum of €500. 10.7 A complaint about the invoicing does not give the Client the right to not perform the payment obligation. 10.8 If a payment is agreed with the Client in the Agreement (whether or not in phases), the performance (phase) thereof shall not be started if the payments have not been made.

11. Retention of title

11.1 All goods delivered by the Contractor remain the property of the Contractor until the amount owing under the Agreement has been paid in full, including any interest and collection costs. 11.2 If the delivery (in part) concerns a right of use in respect of Intellectual Property Rights, such as in the case of Software, the Client shall receive a right of use thereof after payment and the Client shall receive a right of use therefore for the duration of the Agreement and on the conditions laid down in the Agreement.

12. Security

12.1 The Contractor shall endeavor to realize adequate security for the Services within the Contractor's domain. The Client bears the responsibility and the risk for adequate security of its own systems, data and other information, sensitive or otherwise. 12.2 The Contractor guarantees that Personnel who are involved in the performance of the Agreement by or on behalf of the Contractor, shall comply with the Client's security procedures, of which the Contractor has been notified. 12.3 The Contractor guarantees that Personnel who is involved in the performance of the Agreement by or on behalf of the Contractor, shall comply with all public law requirements, among others those laid down in the Registration of Personal Data Act or the Data Protection Act. 12.4 The Contractor shall not host or process any information whereby special Personal Data is consulted, e.g. Health Care information. Security of this data is the responsibility of the Client and/or its supplier.

13. Intellectual Property

13.1 Unless otherwise agreed in writing, the Intellectual Property relating to any Software, Documentation and/or Materials made available on the part of the Contractor shall remain with the Contractor or its Third Parties and/or Suppliers. 13.2 The Client shall only acquire a non-exclusive and non-transferable right to make use of the Software, Documentation and/or Materials. The right of use may only be used in the framework of the use of the Services. 13.3 The right of use shall be provided for the duration of the Agreement (including the extension thereof). The payment for the right of use relating to the Software, Documentation and/or Materials shall be deemed to be included in the price that the Client owes the Contractor under the Agreement. 13.4 The Client is permitted to make one (1) copy of the Software for back-up purposes. 13.5 The Contractor indemnifies the Client against claims of Third Parties and/or Suppliers based on infringement of Intellectual Property Rights alleged by such Third Parties and/or Suppliers with regard to the Software, Documentation and/or Materials, unless the infringement occurred due to a change or addition or due to other

unauthorized use and/or in contravention of the provisions in the Agreement and/or these General Terms and Conditions. The Client shall immediately inform the Contractor of such claims of Third Parties and/or Suppliers under the heading of Intellectual Property Rights. Insofar as this is within its power, the Contractor undertakes, at its expense, to take all reasonable measures that can contribute to preventing a stagnation in the Services. 13.6 As soon as the Agreement ends (early or otherwise), the Client shall, on the Contractor's first request, return to the Contractor all media containing Software, Documentation and/or Materials for which the Intellectual Property Rights or ownership rights lie with the Contractor or its Suppliers. This must take place within 3 months after termination of the Agreement.

14. Confidentiality

14.1 Without prejudice to the rights granted to the Client in the Agreement and the General Terms and Conditions, both parties shall keep confidential information secret, regardless of whether said information has been provided verbally or in writing. 14.2 Subject to prior written consent of the other party, neither party shall disclose information and data carriers that have been made available to that party, to Third Parties and/or Suppliers and their Personnel outside of the framework of what is permitted in the Agreement and/or the General Terms and Conditions and insofar as such is permitted under the Agreement and/or the General Terms and Conditions, shall only disclose such to the extent permitted and necessary to effect the agreed performance. 14.3 The parties shall oblige their Personnel and any Third Parties and/or Suppliers in writing to comply with these confidentiality provisions. 14.4 Without the written consent of the other party, neither party shall mention details of the Agreement and/or the General Terms and Conditions in publications or advertising.

15. Transfer of rights and obligations; sub-contracting

15.1 The parties are not entitled to transfer the rights and obligations under the Agreement and/or the General Terms and Conditions to a Third Party and/or Suppliers without the written consent of the other party. The Client is not entitled to make the Services available to Third Parties and/or Suppliers. 15.2 The Contractor is, however, entitled to transfer its rights and obligations under the Agreement and/or the General Terms and Conditions to Third Parties and/or Suppliers over which it has control or with which it enters into a collaboration, if and to the extent the Client's interests will not reasonably be harmed thereby and provided it notifies the Client thereof in writing. 15.3 The Contractor is entitled with regard to the performance of an Agreement and/or the General Terms and Conditions to make use of the Services of Suppliers and other Third Parties and/or Suppliers. 15.4 The Contractor shall use the utmost care in choosing its Third Parties and/or Suppliers.

16. Liability

16.1 If one of the parties defaults on the performance of one or more of its obligations under the Agreement, the Processing Agreement and/or the General Terms and Conditions, the other party shall give said party notice of default, unless performance of the relevant obligations has already become permanently impossible, in which case the defaulting party shall be immediately in default. The notice of default shall be effected in writing (by registered letter) and electronically (by e-mail), whereby the defaulting party shall be given a reasonable period of time to perform its obligations. 16.2 The Client is liable for damage that the Contractor suffers as a result of damage to and/or loss of Equipment and/or Software, disruption of the Contractor's Services, or other damage to the extent this damage is the result of negligence and/or

carelessness of the Client or its Personnel and/or actions of the Client or its Personnel that are not permitted under the Agreement and/or the General Terms and Conditions. 16.3 If the Contractor is liable and to the extent the contrary has not been agreed in writing, the Contractor's compensation obligation is limited to costs that are compensated by the insurance, whereby a series of related events shall be deemed one (1) event. Only the following named direct damage is eligible for this compensation: Damage to Software, Equipment, data carriers, databases and configuration data within the Contractor's domain, which is understood to mean: material damage and faulty functioning or non-functioning; Material damage to (other) property of Third Parties and/or Suppliers; Costs of necessary changes and/or modifications within the Contractor's domain in relation to Equipment, Software, specifications, Materials, Documentation, which were made to limit or rectify direct damage; Reasonable costs made by the Client to prevent or limit direct damage which may be expected as a result of the event on which the Contractor's liability is based; Reasonable costs made to determine the damage for which liability may be expected; Reasonable costs made to determine the cause of damage, the liability, the direct damage and the manner of repair; the foregoing applies insofar as the Client has made a back-up of the relevant necessary data and insofar as the Contractor's insurer reimburses this damage. 16.4 Any liability of the Contractor for consequential loss is excluded. Consequential loss in this case means: loss of profit; Costs made to prevent, limit or determine consequential loss; Damage other than the direct damage referred to in article 16.3, including but not limited to damage resulting from loss of or damage to data. 16.5 The limitations laid down in article 16.3 shall lapse in the event of claims of Third Parties and/or Suppliers to compensation as a result of death or personal injury and/or if there is intent or gross negligence on the part of the Contractor and/or on the part of Personnel of the Contractor. The Contractor's liability is in such case limited to the amount that is paid out by the Contractor's liability insurer. 16.6 The Contractor is not responsible for disruptions that do not fall under the Services as determined in the Agreement.

16.7 The Contractor is not liable for damage as a result of breakdown and/or unavailability as a result of reasonably necessary maintenance on or in connection with the Services. 16.8 The Contractor is not liable if it turns out (afterwards) that the Client made mistakes in the information, data, documents, etc. that was provided, and which the Contractor received from the Client. 16.9 Damage as referred to in this article shall be reported to the Contractor as soon as possible but at latest within two (2) weeks after the arising thereof in writing (by registered letter) and electronically (by e-mail). Damage that has not been reported to the Contractor within said time period is not eligible for compensation, unless the Client presents good arguments for not having been able to report the damage earlier. 16.10 All claims and rights of action against the Contractor shall be time-barred or expire, subject to provisions of mandatory law, one (1) year after the day when the event causing the damage occurred or the relevant obligation of the Contractor becomes due and enforceable. 16.11 The Client indemnifies the Contractor against all claims of Third Parties and/or Suppliers under whatever heading in connection with or arising out of the use of the Services and other matters by the Contractor (including liability for infringement of Intellectual Property Rights, breach of privacy, cross-border data traffic) and shall reimburse the Contractor for all costs, damage and penalties arising for the Contractor from such claims.

17. Force majeure

17.1 If after the Agreement is entered into circumstances arise or become known that the Contractor was not aware of nor should have been aware of as a result of which the Contractor cannot perform its obligations to the Client or cannot perform them in a timely manner, the Contractor shall not be in default and it is entitled to suspend its obligations. 17.2 If there is force majeure and consequently performance by the Contractor is permanently impossible, the Contractor has the right to demand that the Agreement is amended in such a way that the performance thereof remains possible, unless this cannot reasonably be required of the Client in the given circumstances and termination is justified. In the latter case the Agreement shall be terminated without the Client being able to enforce any right to compensation. 17.3 The above-mentioned circumstances include any circumstance beyond the control of the Contractor that impedes performance of the Agreement permanently or temporarily, including but not limited to disruptions relating to the Services that are not in the Agreement. This also applies to power outages, (risk of) war, terrorist attacks, riot, work strikes, (natural) disasters, accidents, government measures, delay / lack of delivery to the Contractor (including fuel, power and water), transport difficulties, fire and malfunctions in the Contractor's business and other circumstances that are beyond the Contractor's control and are not reasonably foreseeable. 17.4 If one of the parties cannot effect performance or cannot perform its obligations under the Agreement as a result of force majeure for a period of more than thirty (30) working days, the other party has the right to extrajudicially terminate the Agreement by means of registered letter with immediate effect, without any right to compensation arising in consequence thereof. If the non-performance by the Contractor does not seriously disrupt the continuity of the Services, the above-mentioned time period shall be extended by another thirty (30) working days.

18 Suspension rights

18.1 The Contractor has the right to (temporarily) suspend the Services or the rights of use or the delivery of other matters, decommission such and/or limit the use thereof, if the Client and/or User fails to perform an obligation with regard to the Contractor or acts in contravention of the Agreement and/or these General Terms and Conditions. The Contractor shall notify the Client thereof in advance, unless this cannot reasonably be demanded of the Contractor. 18.2 The Contractor shall never be liable to the Client, Third Parties and/or Suppliers for the consequences of the preceding paragraph.

19. Personal Data

19.1 The Client (Data Controller) hereby grants consent to the Contractor (Data Processor) to include his or her personal data in the Contractor's personal data register which is necessary for the Contractor's records and management tasks. 19.2 If the Contractor processes personal data of the Client, the nature and purpose of the processing shall be recorded in the Processing Agreement. 19.3 After the end of the Agreement, the Contractor shall retain the personal data of the Client that has been gathered and stored by the Contractor in accordance with the storage period set out in the Processing Agreement. 19.4 A Processing Agreement is mandatory when personal data is processed. If necessary, a Processing Agreement shall be sent after the Agreement is signed. The Processing Agreement must be signed 5 days before the start of the Services as described in the Agreement. 19.5 The Client is responsible for the timely signing of the

Processing Agreement. If the Client decides against having a Processing Agreement or requires more time to present it, the Contractor shall be informed thereof in a timely manner (5 days before the start of the Services) by e-mail.

20. Duration and termination of the Agreement

20.1 The term of the Agreement starts on the date stated in the Agreement for a period of time stipulated in the Agreement. Unless expressly agreed otherwise in writing, the Agreement is entered into for an indefinite period, whereby both parties may terminate the Agreement subject to the following notice periods: (a). Six (6) months if the minimum duration of the agreement is three (3) years or more. (b). Three (3) months if the minimum duration of the agreement is one (1) year. Early termination shall not lead to repayment of monies already paid to the Contractor and shall not affect the Client's payment obligations. 20.2 Unless the Agreement has been entered into for an open-ended period of time, early termination of the Agreement is not possible, unless expressly otherwise agreed or stipulated in these General Terms and Conditions. 20.3 Notwithstanding the other provisions, the following provisions apply in relation to termination of the Agreement with immediate effect without notice of default or judicial intervention being required, by registered letter: a. by any party, if and as soon as: The other party is granted a (provisional) moratorium on payment and the (provisional) moratorium on payment lasts longer than one-third of the term of the Agreement that has already passed at that time or six (6) months consecutively; The other party is declared bankrupt; The other party's business is liquidated or shut down; The other party must be deemed to not or no longer be able or willing to perform its obligations arising out of the Agreement and/or the General Terms and Conditions; b. by the Contractor, if the Client: Fails to pay (in a timely manner) or fails to perform another obligation under the Agreement or does not perform such properly; the Contractor shall nevertheless remain entitled to the monies he has received or would receive in case of proper performance; Infringes Intellectual Property Rights of Third Parties and/or Suppliers or applicable statutory rules; Makes inappropriate use of the Contractor's Services. 20.4 Upon termination of the Agreement the Client shall return to the Contractor all of the Contractor's property that is in its possession in connection with the Agreement, except for the Agreement itself, and shall not keep any copies. The Client shall furthermore no longer make use of the Services. 20.5 In the event the Client is in default and remains in default with regard to (timely) payment or fails to perform or properly perform another obligation under the Agreement and the Contractor terminates the Agreement for that reason, the Contractor is entitled, without prejudice to its other rights under the Agreement: To suspend its cooperation with the transfer of the Services to another supplier or attach conditions thereto (including full payment and/or the giving of security). 20.6 Obligations which by their nature are intended to continue after termination of the Agreement, shall remain in effect after the end of the Agreement.

21. Non-Compete Clause

21.1 The Client is prohibited during the time the Agreement is in effect or within a period of 12 months after termination of the Agreement with the Contractor, to enter into an agreement with workers made available by the Contractor and/or employees of the Contractor, or to have said workers or employees work for the Client in some other way (directly or indirectly), whether or not for payment, unless the Contractor has expressly agreed to such in writing. 21.2 If the Client, without the

Contractor's consent, within the stipulated time period of 12 months or during the term of the Agreement, enters into a contract with an employee of the Contractor, the Contractor is entitled to impose a one-off penalty of €35,000 on the Client. This amount shall be increased by €1,000 per day if the Client continues the contract with the employee.

22. Dispute resolution

22.1 The Agreement and obligations under the Agreement are exclusively subject to Dutch law. This applies even if the Client is based abroad. 22.2 Disputes shall at all times first be attempted to be resolved between the parties; if this is not possible, the Client or the Contractor can decide to take the matter to court. 22.3 The District Court of Arnhem has exclusive jurisdiction in respect of any disputes, unless mandatory law designates another court.

23. Final provisions

23.1 Changes and additions to the General Terms and Conditions between the parties are only valid if they have been agreed in writing and have been signed by both parties. 23.2 Notices and notifications that the parties are to give each other pursuant to an Agreement and/or the General Terms and Conditions, shall be effected in writing. 23.3 Verbal communications, commitments or agreements shall not have legal effect, unless they are confirmed in writing. The nullity or unenforceability of one of the provisions of an Agreement and/or the General Terms and Conditions shall not affect the validity of the other provisions. The parties hereby undertake to consult with each other regarding new provisions to replace the void or unenforceable provisions, whereby as much as possible the intentions of the void or unenforceable provisions are retained. 23.4 In the case of mergers, restructuring and/or an undertaking becoming independent on the part of the Client, the agreements laid down in the Agreement shall remain in effect. 23.5 For the term of the Agreement the parties shall not, without the prior written consent of the other party, employ an employee or employees of the other party, or have such employee or employees work for it. 23.6 If one or more provisions of these General Terms and Conditions are void or unenforceable, this shall not affect the validity of the other provisions. In the event of nullity of one or more provisions of these General Terms and Conditions, the parties shall be bound by provisions of the same purport to the extent possible, which are not subject to nullity. 23.7 The Contractor has the right to modify the General Terms and Conditions if necessary.