

GENERAL TERMS AND CONDITIONS SERVICES PROVISION SpendLab

Appendix B assignment of agreement

In as far as, not agreed otherwise in writing, the following General Terms and Conditions apply to the Agreement with the Client. These Terms and Conditions are applied by companies belonging to SpendLab Group B.V. (CoC number: 34139805).

In these Terms and Conditions, the company of SpendLab Group with whom the Client concludes the Agreement is referred to as the 'the Contractor'.

Article 1. – SCOPE OF THE AGREEMENT

1.1 The scope of the Agreement is determined by the description of the service activities included herein, in addition to all changes that are made by mutual agreement. Any additional arrangements and/or amendments shall only be binding, if these have been agreed to or confirmed in writing by the Parties.

1.2 It is agreed, that any purchase or any other Terms and Conditions of the Client are not applicable to the Agreement.

1.3 All stipulations in these Terms and Conditions have been made for the benefit of the executives and personnel of the Contractor, as well as of all third parties or assistants engaged by the Contractor.

1.4 If arrangements have been made about a particular person who shall perform the assigned work and this person, who performs such service, is unable to do so for an extended period, and then terminates its services with the Contractor, the Contractor shall, in consultation with the Client, appoint a replacement who has the comparable knowledge and expertise available. If the Client does not agree with the choice of the replacement or the Contractor is unable to nominate a suitable replacement, both Parties may terminate the Agreement in writing, in this case by registered letter. In which case, it

shall be settled on the basis of the work already carried out.

1.5 If the Contractor's services result in a contract between the Client and a third party, the Contractor is not a party to this contract with the third party unless the Contractor and the Client have agreed otherwise and in writing.

1.6 If the service delivery results in a recommendation, the Client shall be responsible for its own conclusions, actions and omissions, pursuant to the opinions of the Contractor.

1.7 The Agreement shall be performed by the Contractor to the best of its ability.

1.8 When entering into the agreement, it shall not create a precedent for the extension thereof; an extension of the Agreement must be reached between the Client and the Contractor in agreement and in writing.

Article 2 - GENERAL OBLIGATIONS TO IMPLEMENTATION

Quality

2.1 The Contractor shall carry out the assigned services cautiously and professionally, with consideration of the statutory provisions and general Client stipulations, applicable to the services.

Information

2.2 The Client ensures that the Contractor has timely access to all information necessary for the optimal execution of the activities, including if such information must be made available by third parties, such as the clients or other service providers of the Client. The risk of incompleteness or inaccuracy of the information provided and making the necessary information available shall be carried by the Client.

2.3 Both Parties must inform each other in a timely manner of any concerning circumstances and developments, of which

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the other must be made aware of, to ensure the proper execution of the assigned service activities.

Delivery period

2.4 Periods by which the activities must be rounded off shall only be considered as a deadline if this was explicitly agreed to. In case of any imminent overrun of any period, the Contractor and the Client shall consult each other as soon as possible. The liability of the Contractor for the consequences of exceeding the time limit shall not extend further than is determined in Article 7 and 8.

Confidentiality clause

2.5 The Contractor undertakes to treat confidential information, which is provided by the Client, in the ambit of the assigned service Agreement, with confidentiality. The Client undertakes to point out possible confidential nature of the information provided in cases where this cannot generally be considered as such.

2.6 The Contractor has imposed a confidentiality obligation upon all its employees and all third parties engaged in the execution of the services. In addition, depending on the nature of the services to be provided, the relevant employees and third parties are bound by a code of conduct and professional occupational code.

Facilities and safety

2.7 In the event that the Contractor's employees perform work at the Client's premises, the Client shall provide the facilities required by the employees within reason, such as - if applicable - a work space with telephone, data communication facilities etc., free of charge. The Contractor shall indemnify the Client against claims by third parties and employees of the Contractor, for damage that these third parties may suffer in connection with the performance of the contract due to

acts or omissions of the Client or of unsafe situations in his organisation.

2.8 The Contractor agrees to comply with the security procedures and house regulations applicable to the location where the services are rendered, provided that the Client has announced this to the Contractor in time.

Processing of personal data

2.9 For as far as the Contractor processes personal data for the Client in the ambit of the implementation of the Agreement, the Contractor is considered processor in the sense of the Personal Data Protection Act (PDPA). The Contractor shall never be entitled to use (or allow the use of) the personal data received, in any way, entirely or partially, other than for the implementation of the Agreement, and this subject to deviating statutory commitments.

2.10 The Contractor shall take suitable technical and organisational security measures in the event indicated under Article

2.9 in order to protect personal data against loss or any form of unlawful processing. These measures, taking into account the level of the technique and the expenses of the implementation thereof, ensure a suitable security level, considering the risks accompanying the processing and the nature of the data requiring protection. The measures are partly aimed at preventing unnecessary collection and further processing of personal data. The Contractor shall record the measures in writing.

2.11 The Contractor processes personal data, as defined in Article 1 PDPA, in a proper and careful manner and according to the applicable law and legislation as well as a possibly applicable code of conduct of the Client. The above also applies unabridged for cross-border transmissions and/or distribution and/or issue of personal data to non-EU countries.

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2.12 The Contractor grants the Client full cooperation to provide in terms of of Article 1 under f PDPA (a) insight into their personal data, (b) to have personal data removed or corrected, and/or (c) to indicate that personal details have been removed or corrected if they were incorrect or, if the Client opposes the opinion of the involved, to establish that the involved person considers his personal data as incorrect.

2.13 The Contractor shall report possible security incidents personally to the Client- for which it cannot reasonably be ruled out that the personal data of the Client which the Contractor processes in terms of the execution of the Agreement has been lost or is unlawful or has or could have been processed

- within the applicable legal period as further indicated in the policies of the Authority. In the report, the Contractor shall indicate any incident that may have occurred, what possible consequences the incident has had on the (access) of relevant personal data, what measures were taken or are being taken to terminate the incident and prevent it from occurring in the future. If the incident has potential consequences for an individual(s), the Contractor shall report the incident to the Client within 48 hours. The Contractor shall assist where necessary, to enable the Client to adequately inform the individual(s) about the security incident.

2.14 If the subject of the Agreement concerns the processing of personal data, the Contractor concludes with the Client, in addition to the agreement, a separate processor Agreement in terms of Article 14 Section 2 Personal Data Protection Act (PDPA).

Article 3 - INTELLECTUAL PROPERTY

3.1 All intellectual property rights on the drawings or other documentation drawn up in the ambit of the Agreement, including the

models, methods and procedures developed by the Contractor, are managed by the Contractor.

3.2 Unless otherwise agreed, the Client has the sole right to multiply all documents created in the ambit of this Agreement, for the purpose for which the agreement has been concluded. The exploitation of the above-mentioned documents by the Client is prohibited.

Article 4 - PRICE AND PAYMENT

4.1 The prices and rates are specified in the Agreement. If the Agreement includes a "fixed price", this price would then apply as the agreed price. If the Agreement includes a "target price", the amount stated is only an estimate of the costs. In the latter case, and also in all Agreements in which no target price is mentioned, the Client and the Contractor agree that the amount which is to be paid, shall be based on the actual costs according to the method specified in the Agreement.

4.2 Unless stated otherwise, all amounts stated by the Contractor exclude VAT. The Contractor shall charge VAT to the Client unless the VAT on a particular service is not applicable.

4.3 All amounts mentioned by the Contractor may be increased once per calendar year with the percentage in accordance with the Central Bureau for Statistics (CBS) index, for remuneration in business services, unless otherwise specified in the Agreement. The Contractor shall inform the Client at least two months prior and no later than a month prior to the implementation date of the intended rate changes.

4.4 Payment shall be made as stated in the Agreement.

4.5 The Client pays the amounts due, in Euro, within 15 days of receipt of the invoice,

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without discount or settlement. In the event that this payment term is exceeded, the Client shall owe both the statutory interest and the collection cost thereof to the Contractor, unless the Contractor is himself found to be in default. In the event of a dispute over the invoice amount, the Client shall settle the undisputed part of the invoice amount within 30 days of receipt of the invoice.

4.6 If a target price has been agreed, the Contractor shall, if it has utilized 80% of the target price, inform the Client that, in its opinion, the estimated budget will or will not be exceeded.

In the event that the exceeding the budget is imminent, the Contractor shall indicate the approximate amount which he expects to be required to complete the Agreement. The Contractor has the right to suspend activities, until the Client agrees to the amount of the excess in writing. If the Client does not agree with the exceeded amount, the Contractor and the Client shall consult each other as soon as possible on the completion of the assignment within the price guidelines. As soon as an Agreement has been reached with the Client, the Contractor shall complete the work in accordance with the concluded arrangements.

4.7 The Client shall reimburse the costs incurred by the Contractor in the execution of the activities/services specifically for the Client, as well as, that which was not included in the price for the services. These costs shall include the purchase price of goods bought by the Contractor for or on behalf of the Client. The Contractor shall not make any purchases without prior consultation with the Client.

4.8 If the Contractor is of the opinion that the Client's financial position or payment record gives it a reason to do so, the Contractor may demand that the Client immediately provide (additional) security in a

form to be determined by the Contractor. If the Client fails to provide the required security, the Contractor shall be entitled to, without prejudice and notwithstanding the right, suspend the further execution of the Agreement and everything that is owed by the Client to the Contractor for whatever reason shall be immediately due and payable.

4.9 In the event that a jointly granted assignment, insofar as the work performed for the benefit of the joint Clients, the Clients shall be jointly and severally liable for the payment of the invoiced amount.

Article 5 - COMMENCEMENT AND DURATION OF THE AGREEMENT AND TERMINATION

5.1 The Agreement shall enter into force once the Client has signed the Agreement without reservation and the signed copy is returned and received by the Contractor or the written acceptance by the Client is received by the Contractor of the tender offer or if the Client instructs without that contract being a (window) contract or tender of the Contractor, by written confirmation by the Contractor of that instruction.

5.2 The Agreement shall terminate upon the completion of the Agreement or after the expiration of the term specified in the Agreement. If a longer term is required for the execution of the services than what was agreed upon, the Parties shall as soon as possible consult each other on this matter.

5.3 In the event:

- a. that either of the Parties applies for (provisional) suspension of payment or he is granted (provisional) suspension of payment;
- b. either of the Parties applies for bankruptcy, or is declared bankrupt or an application for bankruptcy has been submitted;

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c. the Client is a natural person in respect of whom the debt restructuring scheme has been pronounced;

d. the company of one of the parties is liquidated or if a substantial part of the assets of one of the Parties is seized or another party may no longer be deemed to be able to fulfil its obligations under the Agreement;

e. one of the Parties, even after a written notice with a reasonable period of time has been issued, fails to fulfil its obligations under the Agreement;

f. either party before or upon entering into the Agreement has made or has provided any incorrect or incomplete statement or has disclosed any relevant facts or circumstances known to him, insofar as this inaccuracy, incomplete or denial is such that the other party would not have entered into this Agreement or not in such a way if it had known the true state of affairs;

the other party shall be entitled to, without (further) breach and judicial intervention terminate the agreement, in its entirety or partially.

5.4 Without personally being entitled to compensation for damages in any event as intended in the previous section, the terminating party of the Agreement shall be entitled to compensation for the loss which may result from the termination.

Article 6 - FORCE MAJEURE

6.1 In cases of force majeure, where a defect is not attributable to a party because it is not due to the fault of the party concerned, nor in terms of the law, legal action, or the fulfilment by the party concerned, the obligations arising from the contract shall be suspended in whole or in part for the duration of such force majeure without the parties being subject to any compensation in this respect.

6.2 In the event of a party suspecting or claims to be in force majeure, it shall inform the other party as soon as possible and shall justify such statement in writing by submitting the required documents.

6.3 The Parties shall consult as soon as possible about the prevention or limitation of (adverse) consequences of the force majeure on the execution of the Agreement.

Article 7 - LIABILITY

7.1 The Contractor undertakes to perform the assigned activities to the best of his abilities and knowledge.

Should any damage arise, the Contractor shall be liable towards the Client for any direct damage, caused by the Contractor's fault or of persons employed by the Contractor in the delivery of services and activities.

The damage to be compensated by the Contractor, in total on the basis of the Agreement, shall be limited to the total payment amount set out in Article 2 of the Agreement. If the services are performed under a mantle or framework agreement or if the Agreement involves several separate Agreements, the damage shall be limited to the price payable by the Client for the execution of the service in the calendar year in which the damage occurred or for the respective individual assignment. The Client shall make every effort to limit or eliminate the damage done.

Under direct damage it does not include, loss of profit, lost savings, loss of goodwill, misappropriation of capital that would not have arisen if the damaging event would not have occurred, claims by third parties (this summary is not exhaustive).

7.2 The Contractor is entitled to reduce or eliminate the damage at his own expense.

7.3 The limitation of liability as defined in paragraph 1 is also stipulated for supporting

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persons including the affiliated partnerships and private limited companies of the Contractor and their associates, directors and employees.

7.4 The Client indemnifies the Contractor against all claims by external parties should the Client trade in contradiction with the opinion given by the Contractor.

Article 8 - EXPIRY PERIOD

8.1 Insofar as these conditions do not provide otherwise, rights of action and other powers of the Client against the Contractor in terms of services provided by the Contractor shall lapse at least one year after the time when the Client became aware of or should reasonably have known of the existence of these rights and powers.

Article 9 - PROHIBITION OF PERSONNEL RECRUITMENT

9.1 None of the Parties may employ personnel of the other Party directly involved in the execution of the Agreement for the duration of this Agreement and within one year after the conclusion thereof, employ or otherwise, directly or indirectly, to work for themselves nor may they negotiate employment with such personnel, other than after discussing this with the counter party.

9.2 The party that acts contrary to the previous paragraph, shall pay the other party an amount equal to twice the Agreement

amount as defined in Article 4, or an amount equal to twice the amount, payable by the Client to perform services under a mantle or framework agreement or an amount equal to twice the amount of a separate agreement in the event of an agreement involving several separate assignments, but with a minimum of € 25 000.00 - (twenty-five thousand euro).

Article 10 - CONTINUED OBLIGATIONS

10.1 All obligations which, by their nature, are intended to continue even after the Agreement, shall remain in force thereafter. These obligations include: secrecy (Article 2 section 5 and 6), processing of personal data (Article 2 section 8 to 12), intellectual property (Article 3), liability (Article 7), expiry date (Article 8) prohibition of staff recruitment (Article 9), applicable law and disputes (Article 11).

Article 11 - APPLICABLE LAW AND DISPUTES

11.1 The Agreement and the establishment of the Agreement is governed by Dutch law.

11.2 Any dispute between the Parties with regard to the Agreement shall exclusively be presented to the jurisdiction of the court in the Netherlands.

11.3 All costs incurred by the Contractor for the exercise and maintenance of his rights, such as judicial and extrajudicial collection costs, shall be borne by the Client.