

DEFINITIONS

In these General Conditions the following terms are defined as stated below:

- a. **Client:** the party for whom the Contract is carried out.
- b. **Contractor:** the private company with limited liability Booleans B.V., registered with the Dutch Chamber of Commerce under number 71034218.
- c. **Contract:** the oral or written agreement whereby the Contractor commits himself towards the Client to carry out work.

Article 1. APPLICABILITY

- 1.1 These General Conditions apply to all orders, offers and agreements whereby the Contractor supplies products and/or services, of whatever nature and under whatever name, to the Client.
- 1.2 Deviations from, and additions to, these General Conditions are only possible if so agreed between the Contractor and the Client in writing.
- 1.3 The applicability of purchase and/or other conditions of the Client is explicitly rejected.
- 1.4 In the event that any provision of these General Conditions is rendered void or rescinded, the remaining provisions remain fully applicable, in which case the provision in question is at any rate accorded a meaning corresponding as closely as possible to its original content and purport, so that it can nevertheless be invoked. The Contractor and the Client shall in that case consult each other to reach agreement on a new provision to replace the void or rescinded provision, in which the purpose and purport of the void or rescinded provision shall be observed to every extent possible.

Article 2. OFFERS AND FORMATION OF THE CONTRACT

- 2.1 Unless stated otherwise by the Contractor in writing, all offers and other statements issued by the Contractor are free of obligations.
- 2.2 The Client vouches for the correctness and completeness of all data made available to the Contractor by him or on his behalf and on which the Contractor bases his offer.
- 2.3 The Contract is effected as from the moment when the written agreement in which the Contract is set out has been signed by the Client and by the Contractor and returned to and received by the Contractor. If the Contract has been signed by the Client but not (yet) received by the Contractor, the Contract is considered to be effected and subject to these General Conditions as from the moment when the Contractor commences execution of the Contract at the request of the Client.

Article 3. OBLIGATIONS OF THE CLIENT

- 3.1 The Client is obliged to ensure that all information and documents deemed necessary by the Contractor for the correct and timely execution of the awarded Contract, are made available to the Contractor in a timely fashion and in such form and manner as deemed necessary by the Contractor.
- 3.2 The Client is required to immediately inform the Contractor of (changes in) his legal structure and the structure of control within the group with which he is affiliated, as well as of all (other) financial alliances in which he participates or of which he forms a part, all in the broadest sense of the word, and of all other facts and circumstances that might be relevant to the execution of the Contract, in order to enable the Contractor to comply with the independence regulations.
- 3.3 The Client alone is responsible for the Contract description and for the decisions he makes in response to and/or (in part) on the basis of the work carried out by the Contractor.
- 3.4 The Contract is executed by the Contractor on the basis of (financial) information made available to him within the framework of the Contract, including conversations conducted by the Contractor with the Client or, at the request of the Client, with third parties. The Client guarantees that the information he provides is both correct and complete. The Client agrees that if the Contractor receives information from third parties within the framework of the Contract, the Contractor may assume without further verification that the information in question is correct and complete, unless explicitly deviated from in the Contract.
- 3.5 The additional costs and losses ensuing from a delay in the execution of the Contract due to the lack of, the untimely or the inadequate provision of the requested information, facilities and/or personnel, are for the account of the Client.
- 3.6 In respect of Contracts executed by the Contractor at the location of the Client, the Client is required to provide the Contractor with such office space and electronic means of communication as deemed useful or necessary by the Contractor for the execution of the Contract, the provision of which shall be in compliance with all (statutory) requirements.

Article 4. EXECUTION OF THE CONTRACT

- 4.1 All works carried out by the Contractor shall be implemented to the best of his knowledge and ability and in accordance with high standards. These (proposed) works are subject to a best efforts obligation.
- 4.2 the Contractor determines the manner in which and the persons by whom the Contract is executed. In cases in which the Contract is explicitly intended to be executed by a specific natural person, the applicability of Sections 7:404 and 7:407, Subsection 2, and 7:409 of the Dutch Civil Code is excluded.
- 4.3 The Contractor can carry out more work and charge more work to the Client than specified in the Contract if that work ensues from any (inter)national or professional regulations relevant to the Contract.
- 4.4 Information made available by the Client must be returned to the Client upon completion of the Contract at his request. The Contractor maintains his own (electronic) working file for the Contract, containing (copies of) documents he deems relevant, all of which remain the property of the Contractor.
- 4.5 In executing the Contract, the Contractor is not assumed to possess any information from other Contracts which he has executed or is currently executing for the Client.

Article 5. PRIVACY, DATA PROCESSING AND PROTECTION

- 5.1 Unless (i) any provision of (inter)national statutory or professional regulations compels the Contractor to disclose; or (ii) the Contractor or persons affiliated with or employed by the Contractor are a party to disciplinary proceedings or civil, administrative and/or criminal proceedings to which this information might be relevant, the Contractor and the persons he assigns shall refrain from disclosing or issuing confidential information and personal details to any third party other than referred to in paragraph 2.
- 5.2 The Client agrees that within the framework of: (i) a Contract awarded to the Contractor by the Client, (ii) compliance with statutory obligations to which the Contractor is subject, (iii) risk management and quality review requirements, and (iv) internal business purposes, the Contractor processes confidential information and personal details relating to the Client and/or persons (formerly) employed by or for the benefit of or related to, the Client, his customers or third parties, including the sharing of such data with:
 - a) enterprises with which the Contractor is affiliated; and
 - b) if necessary parties involved in the execution of the Contract; and
 - c) the insurers or legal or financial advisors of the Contractor.
- 5.3 The Contractor is required to take all measures necessary to protect the confidential information and personal details and to inform the third parties and employees he engages about the confidential nature of that information.
- 5.4 The Contractor is required to process personal details in compliance with the applicable (inter)national statutory and professional regulations for the protection of personal data.

- 5.5 Unless the Client is compelled to disclosure by (inter)national statutory or professional regulations, or unless he has been granted prior written permission by the Contractor to do so, the Client is obliged to refrain from disclosing or issuing any information relating to the Contract, the contents of reports, recommendations or other statements, whether or not written, to third parties.
- 5.6 The Client indemnifies the Contractor against all claims from persons of whom personal data have been recorded or are being processed within the framework of a registration of personal data by the Client or for which the Client is responsible by law, unless the Client proves that the facts on which the claim is based are attributable exclusively to the Contractor. The responsibility for data being processed for the benefit of a service provided by the Contractor lies exclusively with the Client. The Client guarantees the Contractor that the contents, the use and/or the processing of personal data is/are not unlawful and does/do not constitute an infringement of any third party right. The Client indemnifies the Contractor against all third party legal claims, filed for whatever reason, in relation to these data or the execution of the Contract.
- 5.7 The Contractor and the Client are obliged to subject any third party engaged by them to their obligations under this Article.
- 5.8 If the Contractor is required to provide a form of data protection under the Contract, that protection shall be provided in compliance with the specifications for protection as agreed between the Contractor and the Client in writing. The protection of data is required for compliance with the identity and access standards and protocols. The Contractor can never guarantee the effectiveness of data protection under all circumstances. If the Contract does not provide for explicitly described protection, then protection shall be provided at a level which is not unreasonable in view of the identity and access standards and protocols, the sensitivity of the data and the costs involved in providing protection.
- 5.9 If use is made of computer, data or telecommunications facilities in the execution of the Contract or otherwise, the Contractor shall be entitled to allocate access and identification codes to the Client, in which case the Contractor is also entitled to change all allocated access or identification codes. The Client is required to treat all access and identification codes confidentially and prudently, and to disclose them to authorised personnel only. The Contractor is never liable for damages or costs ensuing from the use or misuse of access or identification codes, unless that misuse was enabled as a direct result of an act or omission on the part of the Contractor.
- 5.10 The Contractor has the right to mention the name of the Client, and to provide an outline of the works carried out, to (potential) customers of the Contractor as an indication of his experiences.

Article 6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights on software, websites, databases, equipment and other material such as analyses, designs, documentation, reports and offers, as well as on all materials used in preparation thereof, developed or made available to the Client by virtue of this Contract, are vested exclusively in the Contractor. The Client is only entitled to the user rights explicitly designated to him under these General Conditions and by law. Any user right to which the Client is entitled is non-exclusive, non-transferable to third parties and not sub-licensable.
- 6.2 The Contractor retains all intellectual property rights relating to the products of the mind he uses or has used and/or develops or has developed within the framework of the execution of the Contract, and in respect of which the Contractor holds or can invoke the copyrights or other intellectual property rights.
- 6.3 The Client is strictly prohibited from reproducing, disclosing or exploiting such products, including but not restricted to computer programs, systems designs, work methods, advices, (model)contracts, brands and logos and other products of the mind of the Contractor, whether or not with the involvement of third parties. Reproduction and/or disclosure and/or exploitation is only permitted subject to prior written permission from the Contractor. The Client has the right to reproduce written documents for internal use only, but only insofar as justified in view of the purpose of the Contract. The Contractor alone has the right to sell or pledge products to which an intellectual right of the Contractor is attached, unless agreed otherwise in writing.
- 6.4 The foregoing applies by analogy if the Contract is terminated prematurely.
- 6.5 If the Contractor is willing to commit to the transfer of an intellectual property right, such a commitment can only be entered into explicitly and in writing. If the Contractor and the Client reach a written agreement to transfer to the Client an intellectual property right relating to software, websites, databases, equipment or other material developed specifically for the Client, then this will not affect the right of, or possibility for, the Contractor to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which that development is based, for other purposes, without restrictions and whether or not for his own benefit or for the benefit of third parties. The transfer of an intellectual property right does not affect the right of the Contractor to conduct developments similar to or derived from those that have been or are being conducted for the Client, whether for his own benefit or for the benefit of third parties.
- 6.6 The Client is prohibited from removing or altering any indication concerning the confidential nature of information or relating to copyrights, brands, trade names or any other intellectual property right from the software, websites, databases, equipment or material.
- 6.7 Even if the Contract does not explicitly provide for an authorisation to that effect, the Contractor is permitted to implement technical provisions to protect the software, equipment, databases, websites and the like on account of an agreed restriction in the content or the duration of the right of use on those objects. The Client is never permitted to remove or circumvent or arrange for the removal or circumvention of such technical provisions.

Article 7. REMUNERATION/PAYMENT

- 7.1 All prices are excluding turnover tax (VAT) and other government levies, as well as expenses and invoices from third parties engaged by the Contractor. Unless agreed otherwise in writing, the aforesaid expenses, invoices and levies shall be charged to the Client by the Contractor.
- 7.2 All cost estimates and budgets issued by the Contractor are indicative, unless communicated otherwise by the Contractor in writing. The Client can never derive any rights or expectations from a cost estimate or budget issued by the Contractor. An available budget of which the Contractor is notified by the Client can never serve as a (fixed) price agreement between the Contractor and the Client for performance on the part of the Contractor. Only if so agreed between the Contractor and the Client in writing shall the Contractor be required to notify the Client of a possible exceeding of a cost estimate or budget issued by the Contractor.
- 7.3 If, after formation of the Contract but before the Contract has been completed in full, changes are made to price-determining factors such as wages and/or prices, the Contractor shall be entitled to adjust the previously agreed price accordingly.
- 7.4 All payments must be made within 30 days of the invoice date, without deductions, discounts or setoff of any kind. All payments must be made into a bank account designated by the Contractor in the currency specified in the invoice.
- 7.5 Complaints about or objections to the amount of the submitted invoices do not suspend the Client's obligation to pay.
- 7.6 If the Client does not pay within the term stated under 7.4., he will be in default of payment, in which case the Contractor shall be entitled without further notice or demand for payment to charge the Client 1% monthly interest on the full amount outstanding as from the final date of payment until the date of full and final payment, in which a part of the month will be calculated as a full month, notwithstanding all further rights of the Contractor. All (extra)judicial costs relating to the collection of invoices - with a minimum of 15% over the collectable amount - are for the account of the Client, with a minimum of EUR 250.-. The Contractor retains the right to claim the actually incurred costs.
- 7.7 If deemed justified by the Contractor in view of the financial position and/or the payments history of the Client, the Contractor shall be entitled to demand from the Client that he immediately provide (additional) security in such form as to be determined by the Contractor and/or to pay a deposit. If the Client fails to provide the required security or pay the required deposit, the Contractor shall be entitled, notwithstanding his other rights, to immediately suspend further execution of the Contract, in which case all amounts owed for whatever reason by the Client to the Contractor shall fall immediately due and payable.
- 7.8 In case of a jointly awarded Contract, all Clients shall be severally liable for payment to the Contractor of the full invoice amount, to the extent that work for those joint Clients has been carried out.
- 7.9 If, on request or with prior permission from the Client, the Contractor has carried out work or otherwise rendered performance beyond the contents or scope of the agreed works and/or performance, those works or that performance shall be reimbursed by the Client in accordance with the agreed prices or else in accordance with the customary prices of the Contractor. The Contractor is never obliged to comply with such a request and may require the formation of a separate Contract for such a request. The Client accepts that the work or performance referred to in this article may affect the agreed or expected completion period for the services provided, as well as the mutual responsibilities of the Client and the Contractor. The fact that additional work is required during the execution of the Contract can never be a reason for the Client to rescind or terminate the Contract.
- 7.10 To the extent that a fixed price has been agreed for the provisions of services, the Contractor shall, if so requested, notify the Client of the financial consequences of additional work or performance as referred to in this article.

Article 8. COMPLAINTS

- 8.1 Complaints relating to work carried out and/or the invoice amount must, on pain of lapse of all claims, be reported to the Contractor in writing within 60 days of the date of dispatch of the documents or information concerning which the complaint exists or, as the case may be, within 60 days of the date of detection of the shortcoming, the error or the defect if the Client proves that he was unable to detect the shortcoming, the error or the defect at an earlier stage.
- 8.2 Complaints as referred to in the first paragraph of this Article do not suspend the Client's obligation to pay. The Client is not entitled to suspend or refuse payment for any other service provided by the Contractor to which the complaint does not relate, on the basis of a complaint about a specific service.
- 8.3 Following receipt of a complaint, the Contractor shall assess its validity on the basis of the Contract and the agreed arrangements of which these General Conditions form a part. If the Contractor deems the complaint justified, he will offer the Client a fitting solution.

Article 9. DELIVERY PERIOD

- 9.1 All (delivery) periods and (completion) dates stated or agreed by the Contractor have been established to the best of his knowledge on the basis of information known to him when entering into the Contract. The (delivery) periods stated by the Contractor or agreed between the Contractor and the Client serve as target dates, do not bind the Contractor and are merely indicative. The Contractor shall do everything reasonably possible to comply with final (delivery) periods and final (completion) dates. The Contractor is never bound to a (delivery) period or (completion) date, whether or not final, that can no longer be met due to the occurrence of circumstances beyond his control after the formation of the Contract. Nor is the Contractor ever bound to a (delivery) period or (completion) date, whether or not final, if the parties agree to an amendment of the contents or scope of the Contract (additional work, change of specifications, etc.) or if they reach agreement on a change of the manner in which the Contracts is to be executed. If any period threatens to be exceeded, the Contractor and the Client shall consult each other to discuss the consequences for the planning.
- 9.2 The mere exceeding of a (delivery) date or (completion) date, whether or not final, stated by the Contractor or agreed between the Contractor and the Client, can never give rise to default on the part of the Contractor. In all cases - therefore also if the Contractor and the Client explicitly agree on a final (delivery) period or a final (completion) date - the Contractor shall only first be in default on account of exceeding the delivery period or completion date after having been given notice of default by the Client in writing. That notice of default must to every possible extent contain a full and detailed description of the shortcoming, so that the Contractor has the opportunity to respond adequately. If the Client owes a down payment or is obliged to make information and/or material available for the execution of the Contract, the period within which the work has to be completed shall not commence any earlier than the moment at which the Contractor has received the payment in full, respectively at which the information and/or materials were made available to the Contractor in their entirety.
- 9.3 The periods within which the work has to be completed can only be considered final if so agreed in advance in writing.
- 9.4 Save for if it is established that execution can never be implemented, the Contract cannot be terminated, unless the Contractor also does not or does not completely execute the Contract within a reasonable period of time of which he is notified after the expiry of the agreed delivery period.

Article 10. PREMATURE TERMINATION OF THE CONTRACT

- 10.1 The Contractor and the Client can immediately fully or partially terminate the Contract in writing without prior notice and without legal intervention if the other - whether or not provisionally - is granted a moratorium, if a petition is filed for bankruptcy of the other Party, or if the enterprise of other is liquidated or terminated.
- 10.2 The Contractor can terminate an existing Contract if the Client is structurally late in paying the invoices submitted to him by the Contractor.
- 10.3 If the Client proceeds to prematurely terminate the Contract, the Contractor has the right to compensation for work already executed and for the costs reasonably incurred by him due to the premature termination of the Contract (including but not restricted to the cost of subcontracting). The

Client shall in that case also owe the Contractor an amount equal to two months' work under the Contract. If the Contract is prematurely terminated by the Contractor, the Client shall be entitled to assistance in transferring the work to third parties, unless it is established that any fact or circumstance on which the termination is based, is attributable to the Client.

Article 11. LIABILITY

- 11.1 The Contractor is required to execute the work to the best of his ability, while exercising all care that may be expected of him. The Contractor is not liable for damages ensuing from errors made on account of incorrect or incomplete information made available to him by the Client or a third party.
- 11.2 Any liability on the party of the Contractor for negligence or errors shall in all cases be limited to the amount paid out under the professional liability insurance of the Contractor, plus the amount forming a part of the excess of the Contractor.
- 11.3 If, for whatever reason, no payment is made under the professional liability insurance of the Contractor, all liability on the part of the Contractor shall be limited to a maximum equal to the amount paid by and/or still owed to the Contractor by the Client for the execution under the Contract of the work from which the errors ensued. If the Contract specifies a completion period of more than twelve months, the total liability under the Contract shall be limited to a maximum equal to the amount paid by and/or still owed to the Contractor by the Client over the past twelve months for the execution under the Contract of the work from which the errors ensued. The limitation of liability shall not apply in the event of deliberate intent or wilful recklessness on the part of the Contractor and/or if such a limitation is prohibited under mandatory (inter)national laws or professional regulations.
- 11.4 The Client indemnifies the Contractor against all third party claims relating to the foregoing.
- 11.5 The Client and/or his affiliated group companies shall only invoke possible rights of claim and rights of recourse against the private company with limited liability the Contractor, and not against his (directors of) shareholders, directors or personnel.
- 11.6 The Contractor is not liable for consequential damage, indirect damage, loss of image, trading loss or penalty loss and/or loss of profit and loss of production.
- 11.7 The Contractor is not liable for possible errors in identity and access standards or protocols. The Contractor is not liable for possible errors in software licensed by third parties or (components of) open source software implemented at the Client's location by the Contractor.
- 11.8 The Contractor shall exercise due care when engaging third parties within the framework of the execution of the Contract. However, the Contractor shall not be liable for acts of negligence or errors on the part of the third parties or persons he engages within the framework of the Contract.
- 11.9 The right of claim of the Client and other authorisations towards the Contractor, for whatever reason ensuing from the Contract, shall lapse upon expiry of a period of one year after the damage for which the Contractor is held liable first manifested itself, and at any rate upon expiry of a period of five years following the moment at which the event leading to the damage, took place.
- 11.10 The provisions of this article, as well as all other limitations and exclusions of liability referred to in these General Conditions, also apply in favour of all (legal) persons engaged by the Contractor in the execution of the Contract.

Article 12. CONTRACT TAKEOVER

The Client is prohibited from transferring (any obligation ensuing from) the Contract to a third party, unless such a transfer is explicitly approved by the Contractor in advance in writing. The Contractor has the right to attach conditions to such an approval, the approval of which shall not be denied on unreasonable grounds. The Client in that case at any rate commits himself to subject the third party in question to all relevant (payment) obligations ensuing from the Contract and these General Conditions. Besides the third party in question, the Client shall at all times remain responsible for the obligations ensuing from the Contract and these General Conditions.

Article 13. CONFLICTING CLAUSES/PRECEDENCE

In the event of an inconsistency between these General Conditions and the written Contract, the provisions as included in the written Contract shall take precedence. Deviations from these General Conditions are only possible in the written Contract.

ARTICLE 14. CONFIDENTIALITY

The Client and the Contractor are at all times obliged to handle with the strictest confidentiality all information received from the other of which they know or may reasonably be expected to know its confidential nature. The party receiving confidential information may only use that information for the purpose for which it is made available. Information is at any rate considered confidential if designated as such by the Contractor and/or the Client.

Article 15. APPLICABLE LAW AND CHOICE OF FORUM

- 15.1 All Contracts and negotiations between the Contractor and the Client are governed exclusively by Dutch law.
- 15.2 All disputes relating to Contracts entered into between the Contractor and the Client shall in the first instance be settled by the authorised Court in Amsterdam.

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