

## General Terms and Conditions for

### TWNQL

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#### Article 1 Definitions

1. In these General Terms and Conditions the following terms are used in the following sense, unless explicitly stated otherwise. TWNQL: the user of the General Conditions. Client: the opposite party to User. Agreement: the Agreement for services.

#### Article 2 General

1. These conditions apply to every offer, quotation and Agreement between TWNQL and Client to which TWNQL has declared these conditions applicable, insofar as parties have not explicitly deviated from these conditions in writing.
2. These conditions also apply to all agreements with TWNQL, for the execution of which third parties should be involved.
3. Any deviations from these General Conditions are only valid if they have been explicitly agreed upon in writing.
4. The applicability of any possible purchase conditions or other conditions of the Client is explicitly rejected.
5. If one or more conditions in these General Conditions are null and void or annulled, the remaining conditions remain fully applicable. TWNQL and Client will then consult with each other in order to agree upon new provisions to replace the null and/or annulled ones, taking into consideration, if and as far as possible, the purpose and the tenor of the original provisions.
6. If TWNQL does not demand strict compliance with these conditions at all times, this does not mean that the provisions are not applicable, or that TWNQL in any way loses the right to demand strict compliance with the provisions of these conditions in other cases.

#### Article 3 Offers and tenders

1. All offers shall be free of obligation, unless a period for acceptance has been specified in the offer.
2. Quotations made by TWNQL are free of obligations; they are valid for 30 days, unless otherwise stated. TWNQL is only bound to quotations if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless otherwise stated.
3. The prices in the quotations are exclusive of VAT and other government levies, as well as possible costs to be made within the framework of the Agreement, including travel and accommodation costs and shipping and administrative expenses, unless otherwise stated.
4. If the acceptance deviates (on minor points) from the offer made, TWNQL is not bound to it. The Agreement will not be realized according to this deviating acceptance, unless TWNQL indicates otherwise.
5. A combined quotation does not oblige TWNQL to carry out a part of the assignment at a corresponding part of the stated price.
6. Offers and quotations do not apply automatically to future assignments.

#### Article 4 Execution of the Agreement

1. TWNQL will execute the Agreement to the best of its abilities and according to the requirements of good craftsmanship. All this is based on the current state of knowledge.
2. If and as far as a good execution of the Agreement requires, TWNQL has the right to have certain activities performed by third parties.
3. The Client will ensure that all data, which TWNQL states are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement, will be provided to TWNQL in good time. If

all data necessary for the execution of the Agreement are not provided to TWNQL in time, TWNQL has the right to postpone the execution of the Agreement and/or to charge the Client for the additional costs incurred as a result of the delay according to the usual tariffs. The term of execution does not commence until the Client has provided TWNQL with the data.

4. TWNQL is not liable for any damage, of whatever nature, incurred by TWNQL on the basis of incorrect and/or incomplete data provided by the Client, unless this incorrectness or incompleteness should have been recognized by TWNQL.
5. TWNQL is entitled to execute the agreement in several phases and to invoice the parts thus executed separately.
6. If it has been agreed that the Agreement will be performed in phases, TWNQL may postpone the performance of those parts that belong to the next phase until the Client has approved the results of the preceding phase in writing.
7. If TWNQL or any third parties engaged by TWNQL carry out any activities within the framework of the assignment at the Client's location or at a location designated by the Client, the Client is responsible for the facilities reasonably required by the employees free of charge.
8. Client indemnifies TWNQL against any possible claims from third parties, who suffer damage in connection with the execution of the Agreement and which is attributable to Client.
9. Unless the nature of the assignment dictates otherwise, Client will deploy the personnel deemed necessary by TWNQL, or have them deployed, to enable TWNQL to execute the activities. If specific personnel are required, this will be agreed upon and laid down in the confirmation of the order. The Client is responsible for ensuring that his personnel have the correct skills and experience to be able to perform the activities.
10. The extra costs and extra fees resulting from the delay in the performance of the assignment and caused by the fact that the requested information, documents, facilities and/or personnel were not made available or were not made available properly or in good time will be for the account of the Client.

#### Article 5 Amendment of the Agreement

1. If during the performance of the Agreement it appears that for a proper performance it is necessary to modify or supplement the work to be carried out, parties will timely and in mutual consultation adapt the Agreement accordingly.
2. If parties agree that the Agreement is modified or supplemented, the time of completion of the execution may be influenced by this. TWNQL will inform the Client of this as soon as possible.
3. If the modification of or supplement to the Agreement will have financial, quantitative and/or qualitative consequences, TWNQL will inform the Client beforehand.
4. If a fixed fee is agreed upon, TWNQL will indicate to what extent the amendment or supplement to the Agreement will result in an increase of this fee.
5. The Client accepts the possibility of alterations in the Agreement, including changes in price and term of fulfillment.
6. Contrary to paragraph 3, it is possible that TWNQL will not charge any additional costs if the modification or supplement is the consequence of circumstances that can be attributed to TWNQL.

7. If the agreement is modified, including a supplement, TWNQL is entitled to execute the assignment only after it has been authorized by the person in charge within TWNQL and the Client has agreed to the price and other conditions stated for the execution, including the time at which it will be executed. Not or not immediately executing the modified agreement does not constitute default on the part of TWNQL and is no ground for the Client to cancel the agreement.
8. Without being in default, TWNQL may refuse a request to alter the agreement if, from a qualitative and/or quantitative point of view, this could have consequences for the activities to be performed or services to be rendered in that framework.

#### **Article 6 Contract duration; term of execution**

1. The Agreement between TWNQL and a Client is entered into for a definite period of time, unless the nature of the Agreement dictates otherwise or if parties explicitly agree otherwise in writing.
2. If within the term of the Agreement a term has been agreed upon for the completion of certain activities, this is never a fatal term. If the term is exceeded, the Client should therefore give written notice of default to TWNQL. TWNQL has to be given a reasonable term to execute the agreement.

#### **Article 7 Cancellation**

1. Both parties can terminate the Agreement at any time (prematurely) by registered letter, with due observance of a reasonable notice period, unless reasonableness and fairness dictate that termination or cancellation at such a time should not take place.
2. The Agreement may be terminated (prematurely) by either party by registered letter without observing a notice period if the other party is unable to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the other party goes into debt restructuring, or ceases its activities for any other reason or if the other party considers it reasonable to assume that one of the aforementioned circumstances has arisen for the other party or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
3. If the Agreement is terminated prematurely by Client, TWNQL is entitled to compensation due to the loss of income, loss of occupancy or the costs already incurred by TWNQL, unless facts and circumstances are at the basis of the termination that can be attributed to TWNQL. Furthermore, the Client is obliged to pay the invoices for the activities performed until then. The provisional results of the activities performed until then will be made available to Client with reservation.
4. If the Agreement is terminated prematurely by TWNQL, TWNQL will, in consultation with Client, arrange for the transfer of any activities yet to be performed to a third party, unless there are facts and circumstances on which the termination is based that can be attributed to Client.
5. If the transfer of the activities incurs additional costs for TWNQL, these will be charged to the Client. The Client is obliged to pay these costs within the set time frame, unless TWNQL indicates otherwise.
6. At the termination of the Agreement each of the parties is obliged to hand over immediately to the other party all goods, items and documents in their possession that belong to the other party.

#### **Article 8 Suspension and dissolution**

1. TWNQL is authorized to postpone fulfillment of the obligations or to dissolve the Agreement, if:
  - Client does not fulfill, or not completely fulfill, any obligations arising from the Agreement.
  - After the Agreement has been entered into TWNQL learns of circumstances that give good grounds for fearing that the Client will not fulfill his obligations. If there are good grounds to fear that the Client will only partially or improperly fulfill his obligations, suspension is only permitted as far as the shortcoming justified this.
  - When concluding the Agreement, the Principal was asked to provide security for the fulfillment of his obligations under the Agreement and this security is not provided or is insufficient.
  - Due to the delay on the part of the Client, TWNQL can no longer be expected to fulfill the Agreement at the originally agreed upon conditions.
2. Furthermore, TWNQL is authorized to dissolve the Agreement, or have it dissolved, if circumstances arise of such a nature that fulfillment of the Agreement is

impossible or can no longer be demanded according to standards of reasonableness and fairness, or if any other circumstances arise of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected of TWNQL.

3. If the Agreement is dissolved, any claims made by TWNQL towards the Client are due immediately. If TWNQL suspends fulfillment of the obligations, it retains its claims under the law and the Agreement.
4. If TWNQL suspends or dissolves the obligations, he is in no way obliged to pay compensation for damages and costs incurred in any way whatsoever.
5. TWNQL retains the right to claim damages at all times.

#### **Article 9 Fee**

1. The paragraphs 2., 5. and 6. through 11. of this article shall apply to offers and Agreements in which a fixed fee is offered or agreed upon. If no fixed fee is agreed upon, paragraphs 3. to 11. of this article shall apply.
2. The parties may agree a fixed fee when the Agreement is concluded.
3. If no fixed fee is agreed upon, the fee shall be determined on the basis of hours actually worked. The fee will be calculated according to TWNQL's usual hourly rates, valid for the period in which the activities were performed, unless a different hourly rate was agreed upon.
4. The fees and possible cost estimates are exclusive of VAT, unless agreed otherwise.
5. For assignments with a duration of 2 months or longer, the costs owed will be charged periodically, unless agreed upon otherwise.
6. If TWNQL agrees upon a fixed fee or an hourly rate with the Client, TWNQL is nevertheless entitled to increase this fee or rate (yearly).
7. TWNQL is entitled to pass on any price rises if TWNQL can demonstrate that between the time of offer and delivery, the rates regarding e.g. salaries have risen considerably.
8. Moreover, TWNQL may increase the fee if, during the execution of the activities, it appears that the originally agreed upon or expected amount of work was underestimated to such an extent when the Agreement was signed, and this is not attributable to TWNQL, that TWNQL may not reasonably be expected to perform the activities agreed upon for the fee originally agreed upon.
9. In the case of a price increase, the Client is entitled to dissolve the Agreement if the fee or rate is increased within three months of the Agreement being formed. After this period, Client will be entitled to dissolve the Agreement if the increase amounts to more than ten percent (10%). Client will not be entitled to dissolve the Agreement if the increase of the fee or rate results from a legal power.
10. TWNQL will notify the Client in writing of any intention to increase the fees or rates. TWNQL will state the extent of the increase and the date it will take effect.
11. If the Client does not wish to accept the increase in fee or rate stated by TWNQL, the Client is obliged to inform TWNQL within seven working days after the stated notification. If no agreement can be reached after joint consultation, Client is entitled to cancel the Agreement in writing, or to cancel the assignment by the date stated in TWNQL's notification on which the increase in fees or rates would take effect.

#### **Article 10 Payment**

1. Payment is due within 14 days of the invoice date, in a way indicated by TWNQL and in the currency as invoiced. Objections against the amount of the invoices do not suspend the obligation to pay. TWNQL is entitled to invoice periodically.
2. If the Client remains in default of payment within the term of 14 days, the Client is in default by operation of law. In that event, Client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated from the moment that Client is in default until the moment of payment of the full amount.
3. In the case of liquidation, bankruptcy, seizure, or suspension of payment on the part of the Client, TWNQL is free to cancel the agreement at any time and at once, or to cancel the order or the agreement, without any obligation on its part to pay any damages or compensation. In that case, any claims made by TWNQL against the Client are due immediately.
4. TWNQL has the right to have the payments made by the Client serve firstly to reduce the costs, subsequently to

reduce the arrears of interest and finally to reduce the amount of the capital sum and the current interest. Without being in default, TWNQL may refuse an offer of payment if the Client indicates a different sequence of attribution. TWNQL may refuse full repayment of the sum of the expenses, if at the same time the open and running interest as well as the costs are not paid.

5. If payment takes place after a reminder by TWNQL, the Client is due an amount of twenty-five euro (€ 25,00) for administration costs and, if TWNQL wishes to have the claim collected, the Client is also due the collection costs, which will be at least fifteen percent (15%) of the outstanding sum, with a minimum of € 250,00, without prejudice to the authority of TWNQL to claim the actual extrajudicial collection costs instead.
6. If the Client cancels the assignment or Agreement, the Client is liable to pay a fixed compensation of twenty percent (20%) of the amount the Client would have been liable for if the Agreement had been executed. This compensation is higher if TWNQL can prove that its damages are greater than the aforementioned percentage.

#### **Article 11 Collection expenses**

1. If the Client is in default or breach of contract in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by Principal. In any case, the Client owes collection expenses in the event of a monetary claim, in accordance with Article 6:95 of the Dutch Civil Code.
2. If TWNQL has incurred higher expenses, which were reasonably necessary, these will also be considered for compensation.
3. Any reasonable judicial and execution costs incurred are also at the expense of the Client. The Client is also due interest over the due collection expenses.

#### **Article 12 Retention of title**

1. All items delivered by TWNQL, including any software, files, designs, proposals, ideas, etc., remain the property of TWNQL until the Client has met all the obligations stated in all the agreements made with TWNQL.
2. The Client is not authorized to pawn the goods under retention of title nor to encumber them in any other way.
3. If third parties seize goods delivered under retention of title, or wish to establish or assert any rights on them, Client is obliged to inform TWNQL as soon as may reasonably be expected.
4. The Client obliges himself to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to submit the policy of this insurance for inspection on demand.
5. Subject to retention of title, all items delivered by TWNQL, which are subject to retention of title by virtue of the provisions in point 1 of this article, may only be resold within the framework of normal business practice and may never be used as a means of payment.
6. In the event that TWNQL wishes to exercise its property rights indicated in this article, the Client gives unconditional and irrevocable permission to TWNQL or third parties appointed by TWNQL, at this stage, to enter all the places where the property of TWNQL is located and to recover the items.

#### **Article 13 Examination, complaints**

1. Complaints about any activities performed should be made by the Client to TWNQL in writing within 8 days of discovery, however at the latest within 14 days of completion of the activities concerned. The formal notice must contain a detailed description of the deficiency, so that TWNQL is able to respond adequately.
2. If a complaint is justified, TWNQL will improve the activities or perform them as agreed, unless this has become demonstrably pointless for the Client. The Client has to inform TWNQL of this in writing.
3. If it is established that a complaint is unfounded, the costs incurred, including research costs, incurred by TWNQL are to be borne by the Client in their entirety.
4. If performing the agreed activities is not possible or useful, TWNQL will only be liable within the limits stated in Article 15.

#### **Article 14 Return of items made available**

1. If TWNQL has made any material available to the Client during the execution of the Agreement, the Client is obliged to return the material within 14 days in its

original state, free of defects and complete. If the Client does not comply with this obligation, all costs resulting from this are at his expense.

2. If, for any reason whatsoever, after due reminder, the Client continues to fail to meet the obligations stated under item 1 of this article, TWNQL has the right to recover from the Client the damages and costs resulting from this failure, including the costs of replacement.

#### **Article 15 Liability**

1. TWNQL will perform its activities to the best of its abilities and with the due care expected of TWNQL. If a mistake is made because the Client provided incorrect or incomplete information to TWNQL, TWNQL is not liable for any damages incurred.
2. If TWNQL should be liable, then this liability is limited to what has been arranged in this clause.
3. If Client can demonstrate that he has suffered damage as a result of a mistake made by TWNQL, which would have been avoided if TWNQL had acted with due care, TWNQL is only liable for direct damage up to a maximum of € 2500.
4. Contrary to what is stated under point 2 of this article, if an assignment is longer than six months, liability will be limited to the amount of the fees due over the last six months.
5. Direct damage shall be understood to mean exclusively:
  - the reasonable costs incurred to establish the cause and the volume of the damage, in so far as said establishment relates to damage in the sense of these general terms and conditions;
  - any reasonable costs incurred to make TWNQL's defective performance conform to the Agreement, unless these costs cannot be attributed to TWNQL;
  - reasonable costs incurred to prevent or limit damage, insofar as Client can demonstrate that these costs have led to the limitation of direct damage as intended in these General Conditions.
6. TWNQL is never liable for any indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of business.
7. The limitations of liability for direct damages, as stated in these Conditions, do not apply if the damages are due to intent or gross negligence on the part of TWNQL or any third parties appointed by TWNQL.
8. Client indemnifies TWNQL against claims from third parties due to damage caused by the fact that Client provided TWNQL with incorrect or incomplete information, unless Client proves that the damage is not related to culpable actions or negligence on the part of TWNQL or if the damage is caused by an intentional act or omission or equivalent gross negligence on the part of TWNQL and unless any mandatory (inter)national law or regulations do not permit such a provision.
9. TWNQL is not liable for any damage or loss of documents during transport or during postal dispatch, regardless of whether the transport or dispatch takes place by or on behalf of Client, TWNQL or third parties.
10. The Client indemnifies TWNQL against any possible claims by third parties, who suffer damage in connection with the execution of the agreement and the cause of which is not attributable to TWNQL. If TWNQL should be addressed by third parties, the Client is obliged to assist TWNQL both extra-judicially and judicially and to do without delay everything that may be expected of him in this case. If the Client fails to take adequate measures, TWNQL is entitled to take these measures itself, without formal notice. All costs and damages incurred by TWNQL and third parties as a result are integrally at the expense and risk of the Client.

#### **Article 16 Transfer of Contract**

1. The Client is not allowed to transfer (any obligations from) the Agreement to any third party, unless TWNQL expressly grants permission. TWNQL is authorized to attach conditions to this permission. In any case, Client is obliged to impose all relevant (payment) obligations from the Agreement on the third party in these General Conditions. At all times Client remains liable next to this third party for the obligations from the Agreement and the General Conditions, unless parties explicitly agree otherwise.
2. In the case of a transfer of contract, the Client indemnifies TWNQL against all claims from third parties that might arise as a consequence of any obligation not fulfilled or improperly fulfilled by the Client from the Agreement and/or these General Conditions, unless any mandatory (inter)national law or regulations do not permit such a provision.

**Article 17 Indemnification**

1. The Client indemnifies TWNQL against any claims made by third parties concerning intellectual property rights on materials or data provided by the Client, which were used in the execution of the Agreement.
2. If the Client provides TWNQL with information carriers, electronic files or software etc., the Client guarantees that the information carriers, electronic files or software are free of viruses and defects.

**Article 18 Transfer of Risk**

1. The risk of loss of, or damage to, the goods that are the subject of the Agreement shall pass to the Client at the moment at which they are legally and/or actually delivered to the Client and thereby come under the control of the Client or of a third party designated by the Client.

**Article 19 Force majeure**

1. The parties shall not be bound to comply with any obligation if they are prevented from doing so as a result of a circumstance through no fault of their own and which is not for their account pursuant to the law, a juristic act or generally accepted practice.
2. In these General Conditions, force majeure is understood to be, apart from what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which TWNQL cannot exert any influence, yet which make it impossible for TWNQL to fulfill its obligations. Industrial action in the company of TWNQL is included in this.
3. TWNQL is also entitled to appeal to force majeure if the circumstance that prevents (further) fulfillment occurs after TWNQL should have met its obligations.
4. Parties can suspend the obligations of the Agreement during the period of force majeure. If this period lasts longer than two months, either party is authorized to dissolve the Agreement without obligation to compensate the other party for any damages.
5. Insofar as TWNQL has already partially fulfilled its obligations from the Agreement at the moment of the occurrence of force majeure, or will be able to fulfill them, and insofar as independent value can be attributed to the fulfilled or still to be fulfilled parts of the Agreement, TWNQL is entitled to invoice the parts already fulfilled or still to be fulfilled separately. Client is obliged to pay this invoice as if it were a separate Agreement.

**Article 20 Confidentiality**

1. Both parties shall be bound to secrecy of all confidential information they have obtained within the scope of their Agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if this follows from the nature of the information.
2. If, on the basis of a legal provision or a court order, TWNQL is obliged to supply confidential information to any third party designated by law or by the competent court, and, regarding this matter, TWNQL cannot appeal to a legal or by the competent court recognized or allowed right to refuse to give evidence, then TWNQL is not obliged to pay any damages or compensation and the opposite party is not entitled to dissolve the Agreement on the basis of any damage, resulting from this.

**Article 21 Intellectual property and copyrights**

1. Without prejudice to the other conditions stated in these General Conditions, TWNQL reserves the rights and competences that TWNQL is entitled to on the basis of the Copyright Act and other intellectual legislation and regulations.
2. All services provided by TWNQL, such as articles, designs, software, etc. are exclusively intended to be used by the Client and may not be multiplied, made public, or brought to the notice of third parties by the Client without prior permission from TWNQL, unless the nature of the documents provided dictates otherwise.
3. TWNQL retains the right to use the knowledge acquired during the execution of the activities for other purposes, provided no confidential information is brought to the attention of third parties.

**Article 22 Non-acquisition of staff**

1. During the term of the Agreement as well as one year after its termination, the Client will not in any way, except after proper consultation with TWNQL, employ employees of TWNQL or of companies called upon by

TWNQL for the execution of this Agreement who are (were) involved in the execution of the Agreement, or otherwise, directly or indirectly.

**Article 23 Disputes**

1. The competent judge in the place of residence of TWNQL is exclusively authorized to take cognizance of any disputes. Nevertheless, TWNQL reserves the right to present a dispute to the competent judge according to the law.
2. Parties will only appeal to the court after they have made every effort to resolve a dispute in mutual consultation.

**Article 24 Applicable Law**

1. Each Agreement between TWNQL and the Client is governed by Dutch law, even if an obligation is partially or entirely fulfilled abroad or if the party involved in the legal relationship has its residence there. The applicability of the Vienna Sales Convention is excluded.

**Article 25 Amendment and location of conditions**

1. These terms and conditions have been filed at the office of the Chamber of Commerce for Central Gelderland in Arnhem in the Netherlands. The most recently filed version or the version that applied at the time the Agreement was concluded shall always apply.