

Definitions:

Trade Secrets: any information that is not known in whole or in part outside the Parties or not generally known to or readily accessible outside the Parties to persons within the circles ordinarily concerned with such information.

Services: all services offered by Somention, which are the subject of an Agreement between Somention and Client.

IP Rights: all copyrights; rights related to copyright of performers, producers of visual or sound recordings and broadcasters; database rights; design rights; trademark rights; trade name rights; domain name rights; patents; plant breeders' rights; rights to Business Secrets and any other right comparable to one or more of these rights anywhere in the world, including all claims to, applications for, registrations of or priority rights for these rights or any other right relating to these rights.

Agreement: any agreement regarding the provision of Services between Somention and Client including any amendment and supplement thereto.

Party(ies): Somention and/or Client.

Written: both on paper and also by email or other electronic medium.

Confidential Information: all information of a confidential nature available to the Parties, including trade secrets.

Article 1 General

1. These general terms and conditions of service (the 'General Conditions') apply to any invitation to treat, offer, and contract, howsoever described, between Somention B.V. ('Somention'), and a Client. A Client is any natural person or legal entity that engages Somention to perform work, or requests an offer for the same.

2. The scope of any general terms and conditions of the Client – howsoever described - is expressly excluded.

3. If any part of any term in these General Conditions becomes at any time void or is avoided, then the remaining terms shall remain fully enforceable. Somention and the Client shall negotiate new terms to replace the void or voidable terms, so far as possible observing the purpose and scope of the original terms.

4. In the event of any uncertainty regarding the interpretation of any term of these General Conditions, it shall be interpreted in the spirit of these General Conditions.

5. In the event of any situation between the parties not covered by these General Conditions, such situation shall be resolved in the spirit of these General Conditions.

6. A situation where the Somention does not require strict compliance with these General Conditions does not mean that the relevant terms are not binding or that Somention thereby loses any right to compel performance of such terms on other occasions.

7. These General Conditions also govern any supplemental or subsequent engagements, and related contracts.

8. These General Conditions may also be relied upon by any natural person or legal entity that directly or indirectly, in any way, under an employment contract or otherwise, is engaged by Somention in the supply of the service to the Client.

Article 2 Offers and invitations to treat

1. All offers and invitations to treat of Somention are without obligation, unless an offer specifies a term for acceptance. If no term for acceptance is specified, the offer should be accepted within a reasonable period.

2. Any changes or additions to the invitation to treat, offer, or contract are only valid insofar as they have been expressly agreed in writing.

3. Somention cannot be bound by any offer or invitation to treat it makes if the Client ought reasonably to realise that such offer or invitation to treat, or any part thereof, contains any apparent mistake or clerical error.

4. Prices quoted in an offer or invitation to treat are net of VAT and other government duties, any costs incurred in respect of the contract, including travel and accommodation costs, and delivery and administration charges, unless stated otherwise.

5. If the Client's terms of acceptance differ from the terms set out in the offer or invitation to treat – even on a minor point – Somention will not be bound by the acceptance. The terms of the contract will then not be in accordance with the differing terms of acceptance unless Somention indicates otherwise in writing.

6. A composite tender or offer does not oblige Somention to perform any one part of the contract for a corresponding proportion of the full contract price. Invitations to treat or offers do not automatically apply to future orders.

Article 3 Contract term; performance terms; transfer of risk; performance and amendment of contract; increase in price

1. The contract between Somention and the Client is for an indefinite term unless the nature of the contract implies otherwise or if the parties have expressly agreed otherwise in writing.

2. If a time limit has been indicated or agreed in respect of the performance of certain work or the delivery of certain goods, this will not be a deadline. If any delivery term is exceeded, the Client will first serve Somention with written notice of default. The Client should stipulate a reasonable further period within which Somention should perform the contract.

3. Somention shall perform the contract with the appropriate level of skill and care.

4. Somention is entitled to have the contract performed by a third party engaged by Somention. The provisions of Book 7 Articles 404, 407(2) and 409 of the Dutch Civil Code are expressly excluded.

5. If Somention or any third party engaged by Somention performs any work under the contract on the premises of the Client or other location stipulated by the Client, the Client shall provide the employees undertaking such work all facilities as they may reasonably require, free of charge.

6. Somention is entitled to perform the contract in stages and to invoice each completed stage separately.

7. If the contract is to be performed in stages, Somention is entitled to suspend performance of tasks that form part of a subsequent stage until such time as the Client has approved in writing the results of the completed stage and –

where relevant – paid the sum invoiced for that stage.

8. The Client shall ensure that information that Somention indicates is necessary for the performance of the contract, or that the Client ought reasonably to know is necessary for the performance of the contract, is made available to Somention in good time. If the information required for the performance of the contract is not provided to Somention in good time, Somention is entitled to suspend the performance of the contract and/or to charge the Client for the additional costs resulting from the delay. The period for performance will not start to run until the Client has provided the information to Somention.

9. If during the performance of the contract it becomes clear that it is necessary to amend the contract to enable it to be carried out properly, then the parties will negotiate appropriate changes to the contract in good time.

In such a case, Somention is entitled to implement the necessary changes – including changes to the contract price and the period for performance – and the Client is obliged to agree to such changes, unless it cannot reasonably be expected to agree. Where possible, Somention should notify the Client in advance of the changes.

10. If the contract is amended, through the requirement for additional work or otherwise, then Supplier is entitled to delay performance until the authorised person within Client has agreed the new price and other conditions stipulated for the performance of this work, including the date on which such work will be started. The failure by Somention to perform the amended contract immediately or at all is not a breach of contract by Somention and does not entitle the Client to terminate the contract.

11. Somention is entitled to refuse any request by the Client for any amendment to the contract. If Somention has agreed a fixed fee or price with the Client, Somention is nevertheless entitled to increase this fee or price if such increase is the consequence of any statutory or regulatory authority or obligation, or of any increase in labour costs or other costs, or of any other grounds that at the start of the contract were not reasonably foreseeable, and in such

a case the Client is not entitled to terminate the contract for this reason.

12a. Somention is entitled to index the fees for its services and work as at 1 January of each calendar year – in arrears where necessary – in line with the price index for services for the 4th quarter of the preceding calendar year as published by Statistics Netherlands. The base year for the price index for services is 2015 (2015 = 100). The increase will be at least 3%

12b. If during the calendar year the indexation exceeds 3%, it may also be applied on an interim basis based on the quarterly indices of the said price index.

13. If the price index – otherwise as a result of any amendment to the contract as described in these General Conditions - exceeds 10% and occurs within three months after entering into the contract, the Client is entitled to terminate the contract unless

- Somention is prepared to perform the contract on the basis of the previously agreed price; or
- the price increase arises from an authorisation or obligation resting upon Somention under law.

Article 4 Suspension, dissolution and early termination of the contract

1. Somention is entitled to suspend performance of its obligations or terminate the contract, if:

- the Client fails to comply with its contractual obligations in full, in good time or at all;
- after entering into the contract, Somention learns of facts justifying a fear that the Client may not meet its obligations;
- when entering into the contract, the Client is requested to provide a guarantee for performance of its contractual obligations and it fails to provide any, or any adequate, guarantee;
- as a result of any delay on the part of the Client, Somention can no longer be expected to comply with the contract under the originally agreed terms.

2. Furthermore, Somention is entitled to terminate the contract if circumstances arise that are of such a nature that either the performance of the contract becomes impossible or Somention cannot be reasonably

expected to comply with the original terms of the contract without revision of those terms.

3. If the contract is terminated, any claim by Somention upon the Client shall become immediately enforceable. If Somention suspends performance of its obligations, it retains its rights to claim under the law and under the terms of contract.

4. If Somention suspends or terminates the contract, it is not obliged to compensate for any loss or expenses thereby incurred.

5. If the reason for termination is attributable to the Client, Somention is entitled to recover its loss, including costs that are directly or indirectly incurred as a result.

6. If the Client fails to comply with its obligations under the contract and such non-compliance so justifies, Somention is entitled to terminate the contract with immediate effect without thereby incurring any obligation to pay any compensation, whereas the Client is obliged to compensate Somention for its non-compliance.

7. If the contract is terminated early by Somention, Somention shall ensure in consultation with the Client for the assignment to third parties of work still to be performed provided that the Client has complied with its obligations to Somention. If the assignment of the work incurs Somention in extra costs, these shall be passed on to the Client.

8. In the event of liquidation, an application or an order for a moratorium or the insolvency of, or the application of a debt rescheduling order to, the Buyer, or an attachment order upon the Buyer's property – if and insofar as the order is not lifted within three months – or any other circumstance by which the Client ceases to have control over its property, Somention is free to terminate the contract with immediate effect or to cancel the order without thereby incurring any liability to pay compensation. In such a situation, all claims by Somention against the Client become immediately enforceable.

9. If the Client cancels an order or any part of an order, it shall nevertheless be charged in full for any work performed or goods ordered or prepared and any man-hours set aside for performance of the contract.

Article 5 Force Majeure

1. Somention is not obliged to comply with any obligation to the Client if it is prevented from doing so due to any circumstance for which it cannot be held responsible, and that is not otherwise attributable to it under any law, transaction or commonly accepted practice.

2. In these General Conditions, the term 'force majeure' includes, in addition to the definition in statute and case law, any foreseen or unforeseen circumstance over which Somention has no control and due to which Somention is unable to meet its obligations, including any cessation of work in the business of Somention or any third party.

3. During the period of force majeure, Somention may suspend its contractual obligations. If this period continues for longer than two months, either party may terminate the contract without thereby incurring any obligation to pay compensation to the other party.

If at the time the force majeure arises Somention complied with some of its contractual obligations, or is able to do so, and the part that has been, or can be, performed has an independent value, then Somention is entitled to invoice separately for such part. The Client must pay this invoice as though it related to a separate contract.

Article 6 Payment and collection costs

1. Payment must be made within 14 days of the invoice date in a manner specified by Somention and in the currency invoiced, unless indicated otherwise in writing by Somention. Somention shall be entitled to invoice periodically.

2. If the Client fails to pay an invoice on time, it is automatically in breach. The Client is then liable to pay interest at the rate of 1% per month or at the statutory rate, whichever is higher. Interest on the sum claimable is calculated from the date on which the Client is first in breach up to the date of payment of the full amount of the claim.

3. Somention is entitled to apply the payment made by the Client firstly to set against costs, including (extra-) judicial costs, then to set against accrued interest and finally to set against the principal sum and current interest. Somention may, without thereby being in

default, refuse any offer to pay if the Client specifies a different order for the application of the payment. Somention may refuse full payment of the principal sum if this payment does not also cover accrued and current interest and collection costs.

4. The Client is not entitled to set off any sum against the amount it owes to Somention. Any objection concerning the amount invoiced does not suspend the obligation to pay. Nor is the Client entitled to suspend payment of an invoice for any other reason.

5. If the Client fails to comply with its obligations in time or at all, it is liable for all costs reasonably incurred in the enforcement of payment through the courts or otherwise. A Client who is a natural person not acting in the course of a business or profession (i.e. a consumer) is not in breach until he has been sent a demand notice requiring payment within fourteen days and he fails to make payment within this period. The demand notice must also specify the consequences of continued failure to pay. Extrajudicial costs are calculated on the basis of what is standard in Dutch debt collection practice. If, however, Somention has claimed higher costs that were reasonably necessary and the Client is not a natural person not acting in the course of a business or profession, but is a business client, the Client must reimburse all costs actually incurred. Any judicial and enforcement costs are also recoverable from the Client.

The Client is also liable to pay interest on the amount of the enforcement costs.

6. If a contract is entered into with multiple Clients, these Clients are jointly and severally liable to pay the sum invoiced, any accrued interest, and costs.

Article 7 Liability

1. Any liability on the part of Somention to the Client shall be limited in accordance with the terms of this article.

2. Somention is only liable for direct loss that is a direct consequence of an attributable breach by Somention in the performance of the contract.

3. 'Direct loss' here means (i) the reasonable costs incurred in establishing the cause and amount of the loss to the extent that these costs

relate to 'loss' as defined by these General Conditions, (ii) any reasonable costs incurred in ensuring that any defaulting performance by Somention complies with the contract insofar as this can be attributed to Somention, and (iii) reasonable costs incurred in mitigating loss insofar as the Client can show that such costs have resulted in the mitigation of direct loss as defined in these General Conditions. Somention is not liable for indirect loss including, but not limited to, consequential loss, loss of profits, missed savings, loss due to business stoppage, or other consequential loss.

4. Somention is not liable for loss of any kind resulting from information provided by or on behalf of the Client and relied upon by Somention that is incomplete, incorrect, or provided too late.

5. If Somention is held liable for any loss, such liability is limited to a maximum of twice the sum invoiced for the order, or for such part of the order for which liability arises.

6. Somention's liability is in any event limited to the amount paid out by the insurer in the relevant claim.

7. The limitations on liability set out in this article do not apply if the loss is the result of a deliberate act or gross negligence on the part of Somention.

8. If the Client is in breach of its obligations to Somention, the Client is liable for all loss directly or indirectly incurred by Somention as a result.

Article 8 Indemnification

1. The Client indemnifies Somention unconditionally for any third-party claim in respect of loss suffered in connection with the performance of a contract which can be attributed to a party other than Somention. If a claim in respect of such performance is brought against Somention by a third party, the Client must support Somention in judicial proceedings or otherwise, and immediately take all steps that can reasonably be expected of it. If the Client fails to take adequate steps, then Somention is entitled to take those steps itself, without the need for any formal notice of default. All costs and loss thereby incurred by

Somention and any third party are entirely at the risk and expense of the Client.

Article 9 Intellectual property

1. All current and future IP rights to the results of any part of the work within the scope of the Services will exclusively be vested in the Client and/or the Parties' licensors, unless explicitly agreed otherwise, in writing, between the Parties.

2. If and insofar as Somention is entitled to the IP rights referred to in subsection 1, Somention shall, unless otherwise agreed In Writing, transfer those IP rights to Client with the Agreement, whether or not in advance. That transfer will be accepted by the Client in the Agreement, whether or not in advance.

3. Somention may use third parties for the provision of the Services. In case the IP rights on the results of any part of the work in the context of the Services are (partly) owned by third parties, Somention will not transfer these IP rights to Client with the Agreement and he will be bound by the license conditions of these third parties.

4. Somention is entitled to use the knowledge gained from the execution of an Agreement for other purposes as well, including but not limited to marketing purposes, to the extent that he does not act contrary to Article X of these General Terms and Conditions in doing so.

Article 10 Privacy

1. Insofar as during the performance of the contract Somention processes personal data, it shall do so with the appropriate duty of care and comply with the statutory provisions arising from the General Data Protection Regulation. In this regard Somention shall operate a policy in which reference is made to the Privacy Statement as attached to an offer.

2. On demand, Somention shall provide the Client with a copy of the Privacy Statement.

Article 11 Confidential Information

1. Parties shall keep Confidential Information confidential and Parties shall not disclose it, in whole or in part, to any third party.

2. Somention may use Confidential Information for the execution of assigned work for the Client.

3. This secrecy obligation shall not apply to those parts of Confidential Information that were lawfully obtained by Somention prior to the work for the Client, without Somention being bound to secrecy thereof.

4. This duty of confidentiality does not apply to those parts of the Business Secrets that are lawfully obtained by Somention from a third party after completion of the work for the Client.

Article 12 Applicable Law and Dispute Settlement

1. Any legal relationship to which Somention is a party is governed exclusively by Dutch law, even if the performance of any obligation or part thereof takes place in any other country, or if the Client is a resident of or registered in another country. The terms of the Vienna Sales Convention are hereby excluded.

2. The Court for the district in which Somention is registered shall have exclusive jurisdiction to hear any dispute unless any rule of mandatory law specifies otherwise. However, Somention is entitled to bring any dispute before any other competent court as defined by law.