

Terms & Conditions Techini Web

Chapter A: Terms & Conditions for all Services

Any general terms and conditions proposed by the Client are rejected explicitly. The different chapters of these Terms & Conditions shall apply to any Contract whenever agreed or whenever Techini Web may reasonably assume that the Services proposed or provided under a Contract may be categorized under the relevant chapter.

Whenever the contents or interpretation of the Engagement Letter and/or other agreements conflict with these Terms of Conditions, then these Terms & Conditions shall prevail, unless the relevant Engagement Letter specifically refers to the provision(s) from which it is intended to deviate from. Whenever the content of the Chapters of these Terms & Conditions conflict, the more specific Chapter applicable to the provision of Services shall take precedence. Therefore, the Terms and Conditions of Chapter B shall be awarded a higher order of precedence than those of Chapter A, when Chapter B is applicable and the Terms and Conditions of Chapter C shall be awarded a higher order of precedence than either those of Chapter A or Chapter B, when Chapter C is applicable.

Definitions:

"Affiliate" means any entity which is controlling, controlled by, or under common control with, any addressee of the Engagement Letter or Techini Web – as defined under section 2:24b of the Netherlands Civil Code (*Burgerlijk Wetboek*) – as may be appropriate, including without limitation any natural persons controlling relevant legal entities. In the event the Contract refers to a transaction, the term "Affiliate" does not include any legal entity participating in or considering participating in any financing relating to such transaction.

"Claim" means any claim or proceeding of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence).

"Client" means the natural person or legal entity which enters into the Engagement Letter (*overeenkomst van opdracht*) or for which an assignment has been performed.

"Client Communications" means any information, documents, or other communications provided by Techini Web Entities under a Contract whether in writing or otherwise, including, without limitation, any reports (including, without limitation, the final written report, if any, on the Services performed under the Contract) or memoranda issued by any Techini Web Entity, including, without limitation, documents, communications, advice, if any, and any drafts thereof, any draft or final reports or memoranda, whether in writing or otherwise.

"Confidential Information" means any information, trade secrets or other proprietary information which is either designated as confidential or is by its nature confidential, including Client Communications and Deliverables.

"Contract" means the Engagement Letter, any form of agreement and/or understanding together with these Terms & Conditions.

"Controller" means the natural person or legal entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Deliverables" means any deliverables identified in the Engagement Letter and/or any communication with the Client which described the services which are to be provided to the Client in respect of the Services.

"Engagement Letter" means the engagement letter entered into between Client and Techini Web and any appendices other than these Terms & Conditions.

"Losses" means any losses, Claims, liabilities, damages, costs or expenses in any way relating to or arising out of the Contract or the Services.

"Other Recipients" means any and each person or organisation as identified in the Engagement Letter (other than the Client) or later agreed in writing between Techini Web and the Client.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processor" means a natural person or legal entity which processes Personal Data on behalf of the Controller.

"Professional Advisor" means all professional advisors of the Client rendering professional advice to the Client for whom the contents of any Client Communications produced by Techini Web may be relevant in the course of rendering their advice to the Client. The term "Professional Advisor" does not include, among others, lenders or other financial institutions participating in or considering participating in any financing relating a transaction to which the Engagement Letter or any agreement with the Client may refer.

"Services" means the services and Deliverables described in the Engagement Letter and/or any agreement with the Client and/or any activities and/or works carried out for and on behalf of the Client by Techini Web.

"Subcontractor" means a third party (other than a Techini Web Entity) to whom Techini Web subcontracts any of the Services.

"Techini Web" means one or more of the legal entities which is a group company – as defined under section 2:24b of the Netherlands Civil Code (*Burgerlijk Wetboek*) – of Techini Web and which shall have been engaged by the Client for the Services under a Contract.

"Techini Web Technology" means works of authorship, materials, information, technologies, including web-based technologies and algorithms, calculation methods, ideas and tools and other intellectual or industrial property which Techini Web owns, is licensed to or developed by any Techini Web Entity and used in connection with the performance of Services, including any modifications or enhancements thereto and derivative works based thereon and any works, activities and/or services carried out under specific direction and/or guidelines of Techini Web.

"Techini Web Entity" means a member firm of Techini (including Techini Web) and its respective subsidiaries and Affiliates, their predecessors, successors and assignees, all partners, associate partners, principals, members, owners, directors, employees, and agents of all such entities.

"Terms & Conditions" means the terms, details, articles and clauses as are described in this document.

1. Applicability and Entire Agreement

- a. These Terms & Conditions shall be applicable to all legal relationships between the Client and Techini Web, unless the applicability of these Terms & Conditions is excluded and/or restricted by any laws and/or any regulations and/or any subsequent written agreement between both Techini Web and the Client.
- b. The Contract constitutes the whole agreement between the Client and Techini Web in relation to the provision of any Services. Nothing discussed or occurring prior to execution of the Engagement Letter forms part of, the Contract unless as specifically set out in the Engagement Letter. Any written Contract supersedes any previous agreement, proposal, understanding or communication, written or oral, relating to its subject matter. No variation to a Contract shall be effective unless it is documented and agreed in writing, provided, however, that the scope of Services set forth in the Engagement Letter may be changed by agreement between the parties in writing, which specifically includes clear agreements between both Techini Web and the Client in communication by e-mail.
- c. Any contracts and/or agreements are subject to approval by Techini Web whereby the acceptance of the provision of Services explicitly implies the acceptance of the relevant Terms & Conditions of Techini Web by the Client under any and all circumstances.
- d. If Techini Web has already started work (e.g. by gathering information, project planning or giving initial advice) then this constitutes as proof that the Client has in fact agreed that the Contract and/or an Agreement is effective as of the start of such work and the Client shall compensate Techini Web for its efforts even if no Contract becomes effective.
- e. The Contract shall be effective as of the moment the Engagement Letter is signed by the Client and Techini Web, and – if applicable – shall be effective retroactively as from the effective date mentioned in the Engagement Letter or the date Techini Web has started its performance, or whenever both Techini Web and the Client have confirmed an agreement and/or their understanding in an email.
- f. Techini Web shall be at liberty to prove that the agreement has been concluded in another manner.
- g. The Contract is between the Client and Techini Web only and is accepted under the exclusion of the provisions contained in sections 7:404 BW, 7:407 BW subsection 2 and 7:409 BW.
- h. Techini Web may subcontract any Services under the Contract to any other Techini Web Entity or, with the consent of the Client, to any Subcontractor.

- i. The Client's relationship is solely with Techini Web as the entity contracting to provide the Services. Each party is an independent contractor and neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venture, co-owner. Only pursuant to a mutually signed written power of attorney, Techini Web may act as a representative of the Client.
- j. Techini Web remains responsible to the Client for all of the Services under the Contract, including Services performed by any Techini Web Entity or Subcontractor.
- k. To the fullest extent possible under applicable law, no Techini Web Entity (except Techini Web) nor any Subcontractor will have any liability to the Client and the Client will not bring any Claim in any way in respect of or in connection with the Contract against any Techini Web Entity (except Techini Web), any Subcontractor.
- l. Techini Web Entities and Subcontractors are intended third-party beneficiaries of the Contract. No person who is not a party to the Contract other than a Techini Web Entity shall be entitled to enforce any of its terms. The Contract can be varied without any third party's consent.
- m. Except as explicitly provided herein, no Techini Web Entity has any responsibility for the acts or omissions or any other Techini Web Entity. Each Techini Web Entity is a separate and independent legal entity operating under the names "Techini Web" or other related names; and Services are provided by Techini Web Entities on their Affiliates.
- n. If the Client and the beneficiary of our services are separate legal entities – including, without limitation, natural persons – and either is an Affiliate of the other, the Client warrants and represents that the (other) party or parties having an interest in the Services accept the Terms and Conditions of the Contract fully, failing which the Client shall indemnify and hold Techini Web harmless from and against all Losses connected with the breach of such warranty or representation.

2. Responsibilities of the Client

- a. The Client is responsible for determining that the scope of the Services is appropriate for its needs.
- b. The Client shall cooperate with Techini Web and its Subcontractors (where applicable) in the performance of the Services, including, without limitation, providing reasonable facilities and timely access to data, information, personnel and, if applicable, the premises of the Client.
- c. The Client shall be responsible for the performance of its personnel and agents, for the timeliness, accuracy, lawfulness and completeness of all data and information (including all financial information and statements) processed and provided to Techini Web, or put at its disposal, by or on behalf of the Client and for the implementation of any advice provided as part of the Services.
- d. Techini Web may use the information and data provided by the Client or others on behalf of Client and rely on its accuracy, completeness and lawfulness without audit or verification.
- e. Techini Web's performance shall be dependent upon the timely performance of the Client's responsibilities under the Contract and timely decisions and approvals of the Client in connection with the Services.
- f. Techini Web shall be entitled to rely on all decisions and approvals of the Client. The Client shall be obliged to inform Techini Web forthwith of facts and circumstances that may of importance in connection with the performance of the Services.
- g. The Client shall be solely responsible for, among other things:
 - 1. making all management decisions and performing all management functions;
 - 2. designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the provision of Services;
 - 3. evaluating the adequacy and any results of the Services provided;
 - 4. accepting responsibility for the results of the Services;
 - 5. establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities;
 - 6. and complying with national and foreign legislation and regulations applicable to the Client and its activities.

- h. The Client shall be responsible for compliance with all applicable national and foreign legislation and regulations in the area of protection of privacy and personal data including where the Client provides Techini Web with – or puts at Techini Web’s disposal – (personal) data of its personnel, its clients or other third parties, even if such (personal) data originates from third parties or is provided to Techini Web or put at Techini Web’s disposal by third parties at Client’s request.
- i. Unless the Engagement Letter and/or any other agreement specifies other arrangements, the Client agrees that any Deliverables will be deemed accepted by the Client (and the Services, or the relevant part of them complete) within 30 days of their delivery in final form or when the Client first makes use of them in its business, whichever comes first.
- j. The Client has the express responsibility to inform Techini Web or any other Techini Web Entity or Subcontractor of any complaints and/or problems within a period of 60 days after the Services have been provided to the Client. After this period of 60 days Techini Web can no longer accept any liability for any Services provided.

3. Responsibilities of Techini Web

- a. This agreement relates to the provision of services. Techini Web warrants that it shall perform any activities or ensure the provision of the Services is executed in good faith and with due professional care. Techini Web expressly disclaims any other warranties, either express or implied.
- b. Techini Web will use reasonable efforts to provide the Services in accordance with any timetable referred to in the Engagement Letter and/or any other agreement specified in writing by the parties.
- c. However, unless both parties specifically agree otherwise in writing, all dates given by Techini Web or specified by the Client for the Services are merely intended for generic planning activities and will only serve for the purpose of estimating a timetable only which are not contractually binding.
- d. Except as specifically agreed to in writing, Techini Web shall not provide any advice regarding the financial accounting treatment of any transaction arising from the provision of any Services and will not assume any responsibility for any financial reporting with respect to the Services provided.
- e. In the event the Services to be provided include the provision of advice about the interpretation or application of any relevant laws and/or regulations, then such advice will only relate to the area or areas of law as specified in writing, which have been confirmed by subject matter experts other than any staff of Techini Web itself.
- f. During the provision of any Services, Techini Web may discuss any relevant ideas with the Client verbally and/or suggest and/or propose any potential Deliverables to the Client. To the extent that the content of such proposals or oral advice is finalized and confirmed to the Client in writing, such writing shall supersede any previous drafts or verbal advice.
- g. Techini Web shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of such drafts or oral advice.
- h. Techini Web shall not be required or deemed to have knowledge of any information known to other professionals of Techini Web or other Techini Web Entities not involved in performing the Services under the relevant Contract.
- i. Techini Web has no responsibility to monitor events occurring after the agreed upon end date or date of completion of the Services nor to update any Deliverable unless the parties have agreed otherwise in writing explicitly.
- j. If any legislation, regulatory framework or industry code of conduct applies to the professional(s) who are performing work under the Contract and/or the Agreement, the applicable rules shall form part of the engagement. The Client acknowledges and shall fully respect Techini Web’s obligations arising from these legislation and/or regulations.

4. Compensation and Payment of Invoices

- a. Techini Web shall be entitled to compensation as agreed upon in the Engagement Letter and/or any other written agreement, unless explicitly agreed in writing otherwise, this compensation shall not depend on the outcome of the Services.
- b. Overhead charges, hours of travel, travelling and hotel expenses, and any other Contract related costs incurred by Techini Web may be charged separately to the Client, unless the Client has specifically otherwise agreed in writing with Techini Web.

- c. If, after the conclusion of the Contract but before the activities have been completed in full, wages and/or prices become subject to changes, then Techini Web shall be entitled to adjust the agreed fees and/or hourly rate accordingly, unless this was otherwise explicitly agreed between Techini Web and the Client in writing. In such event, Clients who are consumers may choose to terminate the Contract as of such date. However, this provision specifically does not apply to any corporate Clients.
- d. Techini Web's invoices are due and payable by the Client upon presentation. Any invoices for which the payment have not been received within thirty (30) days of the invoice date, Techini Web reserves the right to charge statutory (commercial) interest compounded to the extent allowed by law.
- e. Without limiting its other rights or remedies, Techini Web shall have the right to suspend or terminate the Services entirely or in part if payment is not received within thirty (30) days of the invoice date.
- f. The Client shall be responsible for all taxes, such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the Services, other than Techini Web's income and property taxes.
- g. Techini Web is entitled to charge the Client for any and all costs in respect of legal representation and/or collection agencies in case of non-payment and/or in case of any disputes.
- h. Any estimate of the fees relating to the provision Services will be based upon Techini Web's best assessment of the work involved, and this will be subject to certain conditions and limitations as set out in the Engagement Letter. Unless Techini Web has agreed otherwise in the Engagement Letter, Techini Web's fees may be adjusted, for example, if the Services prove more complex or time consuming than expected.
- i. In the case an engagement has been confirmed by both parties, the Client shall be jointly and severally liable for payment of the invoice amount.
- j. Techini Web shall be entitled to require that the Client provides (supplementary) security in a form to be determined by Techini Web. If the Client fails to provide the required security, Techini Web shall be entitled, without prejudice to its other rights, to suspend further performance of the Contract with immediate effect, and everything the Client owes to Techini Web for whatever reason shall be due and payable forthwith.

5. Term and Termination

- a. Unless terminated sooner in accordance with its terms, the Contract shall terminate once the Services have been performed.
- b. Unless agreed otherwise in the Engagement Letter, Parties may not terminate the Contract which is entered into for a definitive period of time or for the duration of a project.
- c. The Contract entered into for an indefinite period of time may be terminated by either party at any time, without cause, by giving written notice to the other party not less than 30 days before the effective date of termination.
- d. Notwithstanding paragraphs 4b. and 4c., either party may terminate the Contract by written notice to the other party on or at any time after the occurrence of any of the following events:
 - 1. a material breach by the other party of an obligation under the Contract and, if the breach is capable of remedy, the defaulting party failing to remedy the breach within 30 days of receipt of notice of such breach,
 - 2. in the event the other has filed a request for a moratorium or its own bankruptcy,
 - 3. the Client has suspended payments to Techini Web and/or fails to make any payments due
 - 4. the Client or Techini Web has been declared bankrupt, or
 - 5. when the other party's assets are subject to attachment of material substance.
- e. Techini Web may terminate the Contract in whole or in part with immediate effect upon written notice to the Client if Techini Web determines that:
 - 1. a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Techini Web's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or
 - 2. circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates) such that continuance of Techini Web's performance of any part of the Contract would be illegal, unlawful or in conflict with independence or professional rules.

- f. Termination of the Contract or any determination that an agreement will be void, will not have any retroactive effect.
- g. Upon the proper termination of the Contract, the Client will compensate Techini Web in full under the terms of the Engagement Letter for the Services provided and for any expenses that were incurred up to the effective date of termination.
- h. Upon termination, any subsequent amounts invoiced in connection to Services performed prior to the termination shall be due and payable immediately.

6. Property and Intellectual Property Rights

- a. Except as provided below or when a separate license agreement shall apply, upon full and final payment to Techini Web hereunder, the Deliverables will become the property of the Client in their tangible form and the Client may use them subject to the other provisions of the Contract for the purpose for which the Deliverables or work product were supplied.
- b. To the extent that any Techini Web Technology is contained in any of the Deliverables and the Client Communications (other than any Techini Web Technology that is subject to a separate license agreement between Techini Web and the Client), Techini Web hereby grants the Client, upon full and final payment to Techini Web hereunder, a perpetual, royalty-free, fully paid-up, worldwide, non-exclusive and non-transferable license to use such Techini Web Technology in connection with the Deliverables subject to the other provisions of the Contract and solely for the purpose for which the Deliverables or work product were supplied.
- c. To the extent that Techini Web utilizes any of its property (including, without limitation, the Techini Web Technology or any hardware or software of Techini Web) in connection with the performance of Services hereunder, such property shall remain the property of Techini Web and, except for the license explicitly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that
 1. Techini Web shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Techini Web Technology and
 2. Techini Web may employ, modify, disclose, and otherwise exploit the Techini Web Technology (including, without limitation, providing services or creating programming or materials for other clients).
- d. Techini Web does not agree to any terms that may be construed as precluding or limiting in any way its right to (i) provide consulting or other services of any kind or nature whatsoever to any other person or entity as Techini Web in its sole discretion deems appropriate or (ii) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables, subject to the confidentiality obligations set forth in Article 9 of these Terms & Conditions.
- e. Any intellectual property and other propriety rights in the material and data provided by the Client to Techini Web for performing the Services shall remain the property of the Client.

7. Limitation of Liability

- a. Nothing in the Contract shall exclude or restrict (or prevent a Claim being brought in respect of);
 1. any liability finally judicially determined to arise primarily from the wilful misconduct ("*opzet*") or comparable instance of gross negligence ("*bewuste roekeloosheid*") by any Techini Web Entity; or
 2. any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.
- b. The Client agrees that in the provision of Services under the Contract, Techini Web shall not be liable to the Client for any Losses for an aggregate amount in excess of two times the fees paid by the Client to Techini Web under the relevant Contract with a maximum of one year's fees under the relevant Contract.
- c. In no event shall Techini Web, any Subcontractor or Techini Web Entity be liable for any limited use or loss of data that could have been prevented by Client executing adequate and proper back-up and storage procedures in line with common market practice, contracts, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Contract or the Services.

- d. In circumstances where all or any portion of the provisions of this paragraph 6 are finally judicially determined to be unenforceable, the aggregate liability of Techini Web and any other Techini Web Entity or Subcontractor for any Loss shall not exceed an amount which is proportional to their relative responsibility for the Losses to which the Claim relates taking into account the contributory negligence (if any) of the claimant and the responsibility and/or liability of any third party.
- e. Techini Web, Subcontractors and Techini Web Entities will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation, non-compliance with applicable legislation or regulations in the area of protection of privacy and personal data within the Client's sphere of responsibility or the withholding or concealment or misrepresentation of information or documentation by any person other than Techini Web, a Techini Web Entity or a Subcontractor.
- f. Techini Web or any other Techini Web entity or Subcontractors shall not be liable for any Services that have been provided to the Client for which the Client has not made any representation and/or complaint within a period of 60 days after these Services have been provided to the Client.

8. Force Majeure

Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control.

9. Limitation on Actions

- a. Any complaints about non-performance in the provision of the Services shall be brought forward by the Client in a timely fashion. No action, regardless of form, relating to the Contract or the Services, may be brought by the Client more than six months after the cause of action has accrued under applicable law.
- b. Notwithstanding Article 9a. hereof, the Client has the express responsibility to check and validate any Services provided by Techini Web or any other Techini Web entity or Subcontractors within a period of 60 days after these Services have been provided.

10. Confidentiality

- a. To the extent that, in connection with the Contract, either Techini Web or the Client (the "receiving party") comes into possession of Confidential Information, it shall not disclose such Confidential Information to any third party without the disclosing party's consent except to the Client's or Techini Web's legal advisors solely for the purpose of obtaining legal advice regarding its legal position, or as may be required by law, regulation, judicial or administrative process (including, without limitation, regulatory and investigatory proceedings), or to the extent that such Confidential Information:
 - 1. shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof,
 - 2. becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information to it by obligation to the disclosing party,
 - 3. is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or
 - 4. is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 9(a), each party shall maintain the other's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care.
- b. The Client consents to Techini Web disclosing Confidential Information
 - 1. to any Techini Web Entity and to any Subcontractor and
 - 2. to its auditors, external legal counsel and insurers in connection with (potential) litigation or
 - 3. in accordance with applicable professional standards.
- c. In the performance of the Services, any Techini Web Entity or any Subcontractor may communicate or discuss the affairs of the Client with the other advisers of the Client and may do so free from any obligation of confidentiality.

- d. In connection with performing the Services, Techini Web may develop or acquire general knowledge, experience, know-how, skills and ideas that are retained in the memory of its personnel. Any Techini Web Entity may use such general knowledge, experience, know-how, skills and ideas. The Client agrees that Techini Web may use Information received from the Client or – at the Client’s request - from a third party, as part of research and advice, including, without limitation, benchmarking services and that Techini Web may disclose such information to other Techini Web Entities for this same use, always provided that the information is rendered anonymous and duly de-identified.
- e. Nothing contained in the Contract and/or any agreement will prevent or restrict any Techini Web Entity from providing services to other clients (including services which are the same or similar to the Services) even if those other clients’ interests are in competition with the Client, provided that Techini Web is able to protect its obligation to maintain confidentiality, which includes separation of teams and files as appropriate in the circumstances. To the extent that Techini Web possesses information obtained under an obligation of confidentiality to another client or other third party, Techini Web is not obliged to disclose such information to the Client, or use it for the benefit of the Client, however relevant it may be to the Services. When any party becomes aware of the threat of a conflict of interest, it shall inform the other party forthwith in writing and both parties shall consult with each other for a reasonable solution.
- f. The Client agrees to reimburse any costs that any Techini Web Entity or any Subcontractor may incur in complying with any legal, professional or regulatory disclosure requirement relating to any of the Services imposed in any proceedings or regulatory process not involving any substantive claim or proceeding against any such Techini Web Entity or Subcontractor, provided the Client is notified promptly and, where reasonably or legally possible, prior to disclosure.
- g. Client shall not disclose to any third party any of the Deliverables and/or Client Communications provided hereunder without the express prior written consent of Techini Web, except where
 1. applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure,
 2. in the event that the Client or its Affiliates have securities registered with the United States Securities and Exchange Commission and any Techini Web Entity is the auditor of the Client or any of its Affiliates, in which case there are no restrictions or limitations on the disclosure of Techini Web’s advice, opinions, reports and other work product provided hereunder, or (iii) to the extent the United States Internal Revenue Code and applicable Internal Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities outside the United States of America) apply, in which case there are no restrictions or limitations on the disclosure of Techini Web’s advice, opinions, reports and other services.
- h. Client shall use the Deliverables and Client Communications solely for the purposes specified in the Engagement Letter and, in particular, shall not, without the prior written consent of Techini Web, use any Deliverable or Client Communications in connection with business decisions of any third party or for advertisement purposes.
- i. Unless agreed otherwise in writing explicitly, all Services are only intended for the benefit of the Client. The mere receipt of any Deliverable or Client Communications or other Services by any third party is not intended to create any duty of care, professional relationship or any present or future liability between those third parties and Techini Web. As a consequence, if copies of any Deliverable or Client Communications or other Services (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that Techini Web owes no duty of care or liability to them, or any other third parties who subsequently receive the same.

11. Distribution of Deliverables or Client Communications

- a. This Article of the Terms & Conditions shall apply to all the Services proposed and/or provided by Techini Web under a Contract and/or any other agreement, whenever the Deliverables agreed upon shall consist of a written or oral statement by Techini Web which is intended to be brought to the attention of Other Recipients.

- b. Deliverables and Client Communications in whatever form produced under the Contract may without the prior written consent of Techini Web not be distributed to any third party including Other Recipients. The consent of Techini Web to distributing Deliverables, Client Communications and any other documents produced by it, to any specific third party, including any Other Recipients will always be subject to receipt of a letter in a form acceptable to Techini Web signed by the Other Recipient indicating the conditions under which the Deliverables, Client Communications and other documents are released to the Other Recipient.
- c. The Client may, however, disclose in whole any Deliverables or Client Communications to its Affiliates or Professional Advisors provided that when doing so the Client shall inform such Affiliate or Professional Advisor explicitly that:
 - 1. it may use the Deliverable or Client Communications solely to assist Client, provided that Client shall ensure that such Affiliate and/or Professional Advisor do not further circulate, quote, disclose, or distribute any of the Deliverables or Client Communications, or refer to Techini Web Entities;
 - 2. disclosure by them to third parties except internally within the Affiliate and/or Professional Advisor is not permitted without the prior written consent of Techini Web; and
 - 3. Techini Web does not accept any duty of care, responsibility or liability towards them in connection with the Services.
- d. Techini Web shall establish at its own discretion the suitability of Deliverables or Client Communications or other documents for release to Client or Other Recipients. In the event Techini Web is of the opinion that certain Deliverables or Client Communications are not suitable for release, Techini Web will endeavour – at the Client’s written request – to produce edited Deliverables or Client Communications suitable for release at the earliest practical date.
- e. The Client is entitled to request that certain parts of the Deliverables or Client Communications shall be withheld from parties to whom the report or documents are released pursuant to the Contract, conditional to the Client informing such parties of the fact that the released Deliverables or Client Communications have been edited or are incomplete.

12. Data Protection

- a. Parties acknowledge that Personal Data may be processed by Techini Web as a Controller, for the purpose of or in connection with:
 - 1. the provision of the Services;
 - 2. applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; and (iv) administrative, financial accounting risk analysis and client relationship purposes (the “**Purposes**”). Each party shall comply with applicable data protection laws and regulations when processing Personal Data
- b. The parties further acknowledge that Personal Data may be disclosed to, and processed by, other Techini Web entities, Techini Web’s service providers and competent authorities for one or more of the Purposes. Personal Data may also be disclosed to, and processed by, other third parties to the extent reasonably necessary in connection with the Purposes.
- c. The parties acknowledge and agree that Techini Web will act as a Controller when processing Personal Data for the Purposes. Techini Web has a Privacy Policy, which is available at <https://www2.Techini Web.com/nl/nl/legal/privacy.html>, in which more information can be found about the processing and protection of Personal Data by Techini Web when acting as a Controller.
- d. Parties acknowledge that Personal Data may be processed by Techini Web as a Processor in connection with the provision of the Services and that in such cases a data processing agreement will be attached to the Engagement Letter.

13. Training services

- a. Any engagement in relation to training or instructing Client’s personnel shall be conducted as a reasonable efforts engagement and shall be subject to the Client providing timely and correct information about the trainees’ qualifications, education and experience.

- b. Parties acknowledge that Personal Data may be processed by Techini Web as a Processor in connection with the provision of the Services and that in such cases a data processing agreement will be attached to the Engagement Letter. Any engagement in relation to training or instructing Client's personnel shall be conducted as a reasonable efforts engagement and shall be subject to the Client providing timely and correct information about the trainees' qualifications, education and experience.
- c. Any communication by Techini Web in relation to a training or instruction programme must be regarded as academic and for educational purposes only and may not be interpreted or relied upon as professional advice in relation to the trainee's behaviour under specific circumstances.
- d. Techini Web shall be entitled to combine, postpone or relocate any study programme, course or training session with one or more other study programmes, courses or training sessions for reasons of efficiency, subject to the confidentiality obligations set forth in Article 10 of these Terms & Conditions.

14. Assignment

No party may assign or otherwise transfer a Contract without the prior express written consent of the other, except that Techini Web may assign any of its rights or obligations hereunder to any Techini Web Entity and to any successor to its business. Neither party will directly or indirectly assign or transfer to a third party any Claim against the other party arising out of the Contract.

15. Indemnification

The Client shall indemnify and hold harmless Techini Web, the Techini Web Entities for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the wilful misconduct (*opzet*) or comparable instance of gross negligence (*bewuste roekeloosheid*) of Techini Web.

16. Applicable Law and Venue

- a. The Contract, including all matters relating to it, shall be governed by, and construed in accordance with, the laws of The Netherlands (without giving effect to the choice of law principles thereof). The Vienna Sales Convention of 1980 shall not apply.
- b. The parties agree to attempt in good faith to resolve any dispute or claim arising out of or in connection with the Contract promptly through negotiations between senior management.
- c. Any Claim arising out of or relating to the Contract or the Services shall be brought before and maintained exclusively in the Courts of the Netherlands.

17. Non-solicitation

During the term of the Contract and for a period of twelve (12) months thereafter, each of Techini Web and Client agrees that it shall not, without the other's consent, directly or indirectly employ, solicit, engage or retain the services of each other's personnel who (in their capacity as such) had direct and substantive contact in the course of the performance of Services with such personnel of the other. In the event that either Techini Web or Client breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to a hundred percent (100%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief to terminate ongoing or repetitive violations. This provision shall not restrict the right of either Techini Web or Client to solicit or recruit generally in the media.

18. Use of Names, Trademarks, etc.

Techini Web and the Client agree that neither shall use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent, except that any Techini Web Entity may use the name of the Client and the performance of the Services in marketing and publicity materials, as an indication of its experience, and for internal purposes.

19. Use of Electronic Communications

- a. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, e-mail (including e-mail exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Contract, as well as other means of communication used or accepted by the other.
- b. It is recognized that the Internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (whether in contract, statute, tort (such as negligence) or otherwise) for any loss, damage or omission in any way arising from the use of the Internet or from access by any Techini Web Entity to networks, applications, electronic data or other systems of the Client.

20. Miscellaneous

- a. Survival. Any provisions of the Contract which either explicitly or by their nature extend beyond the expiration or termination of the Contract shall survive such expiration or termination, including, without limitation, Articles/paragraphs 1b., 1d. of 1. Applicability and Entire Agreement, 4. Compensation and Payment of Invoices, 6. Property and Intellectual Property Rights, 7. Limitation of Liability, 9. Limitation on Actions, 10. Confidentiality, 11. Distribution of Deliverables or Client Communications, 14. Assignment, 15. Indemnification, 16. Applicable Law and Venue, 17. Non-Solicitation, 18. Use of Names, Trademarks, etc., 20. Miscellaneous and – if applicable – 24. Ownership and Intellectual Property Rights, 25. Limitation of Liability, 32. Intellectual Property Rights and 33. Limitation of Liability.
- b. Conversion. If any provision or part of the Contract is found by a court of competent jurisdiction or other competent authority to be unenforceable, such provision or part shall not affect the remainder of the Contract, but such unenforceable provision or part shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. The provisions of paragraphs 1. Applicability and Entire Agreement, 7. Limitation of Liability, 8. Force Majeure, 9. Limitation on Actions, 15. Indemnification and 16. Applicable Law and Venue hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy.
- c. Interpretation. The headings in the Contract are for convenience only and shall not affect the interpretation of the Contract.

Chapter B: Additional Terms & Conditions for ICT-Services

This chapter B of the Terms & Conditions shall apply to all Services proposed by Techini Web or provided by Techini Web under a Contract which relate to (a) the advice, development, implementation, delivery, maintenance, support, testing or evaluation of ICT-components, including, without limitation, hardware, software, platforms and means of communications and (b) automated processing of data, including, without limitation, extraction, transport, transmission and analytics of data – whether or not collated or enriched with third party data – as well as the provision of remote access to Deliverables in any form or format. If Chapter C applies to the same Services, the provisions of Chapter C will take precedence to the extent they are in conflict with this Chapter B.

Definitions:

"**Documentation**" means the operating manual and user instructions of any software supplied to the Client by Techini Web, either recorded in the software, separate books or other media.

"**Errors**" means a substantial failure to meet the functional or technical specifications stated in writing by Techini Web and, in the case of custom-made software and websites, the functional or technical specifications explicitly agreed between the parties in writing. An Error shall only exist if the Client can prove it and if it can be reproduced.

21. Responsibilities of the Client

- a. The Client is responsible for selecting, using and applying in its organisation the equipment, software, websites, databases and other products and materials and the services to be provided by Techini Web, and shall also be responsible for monitoring and performance of security procedures and proper system management.
- b. The Client shall furnish Techini Web in a timely manner with all data or information which is useful and necessary to execute the Contract properly.
- c. The data carrier used by the Client to furnish software, websites, materials, databases or data to Techini Web on a data carrier, shall meet any specifications prescribed by Techini Web or – lacking such – industry standards.
- d. The Client is responsible for its own systems and any telecommunications facilities, including the Internet, used for the Services.
- e. In the event Techini Web assigns access or identification codes to the Client, Techini Web may change the assigned access or identification codes, the Client shall treat all such codes as confidential and with due care and shall only disclose them to its authorised employees.
- f. The Client shall be obliged to notify Techini Web of Errors immediately.
- g. In the event Techini Web has been engaged by the Client to develop, provide, install, implement or configure software:
 1. the Client shall acquire and install the software in accordance with the specifications recorded in writing. In the absence of express agreements in this regard, the Client itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment, user environment and working methods used in this connection. Unless explicitly otherwise agreed, Techini Web shall not be required to convert data.
 2. If an acceptance test has been agreed, the test period shall be 14 days after the Services shall have been completed, during which the Client shall not be allowed to use the software for productive or operational purposes. Techini Web may always require, hence, even if this has not been explicitly agreed, that the Client conduct a proper test of sufficient scope and depth using sufficiently qualified employees as to interim or other results of the development work and that the test results be reported to Techini Web in writing and in a well-organised and comprehensible manner.
 3. Services in connection with development, provision, installation, implementation or configuration of software shall be deemed accepted by the Parties:
 - a. If the Client makes any use of the software for productive or operational purposes before acceptance;
 - b. if an acceptance test has not been agreed between the Parties: at the time of delivery or, if installation by Techini Web has been agreed in writing, when the installation shall have been completed, or

- c. if an acceptance test has been agreed between the Parties: on the first day after the test period, or
 - d. if Techini Web receives a test report before the end of the test period: at the time that the Errors mentioned in that test report have been fixed, notwithstanding the existence of imperfections which do not preclude acceptance.
4. If, when the agreed acceptance test is conducted, it turns out that the implementation contains Errors which impede the progress of the acceptance test, the Client shall provide written, detailed notice to Techini Web, pursuant to which the test period shall be suspended until the software has been adjusted in such a manner that this impediment is eliminated.
 5. If, when the agreed acceptance test is conducted, it turns out that the implementation contains Errors, the Client shall inform Techini Web about the Errors through a written and detailed test report no later than on the last day of the test period. Techini Web shall endeavour reasonable business efforts to fix the aforementioned Errors within a reasonable time period, with Techini Web being entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
 6. Acceptance of implementations may not be withheld on other grounds besides those relating to the explicitly agreed specifications between the Parties nor because of the existence of minor Errors, that is, Errors which do not reasonably preclude putting the implemented software to operational or productive use, notwithstanding Techini Web's obligation to fix these minor Errors pursuant to the Contract, if applicable. In addition, acceptance may not be withheld with regard to aspects of the implemented software which can only be evaluated subjectively, such as the design of user interfaces.
 7. If software is developed, delivered, installed, implemented and/or configured and tested in stages and/or parts, the non-acceptance of a particular stage and/or part shall not affect any acceptance of an earlier stage and/or another part.
 8. Acceptance of the software shall lead to the full discharge of Techini Web for performing its obligations.
- h. The Client shall bear the risk of selecting any equipment purchased. Techini Web shall not warrant that any equipment is appropriate for the use intended by the Client.

22. Responsibilities of Techini Web

- a. Techini Web warrants that it shall perform the Services in good faith and with due professional care. Techini Web disclaims all other warranties, either express or implied, except and then only to the extent that Techini Web has explicitly agreed in the Contract to provide the Client a result conditional to the result having been described accurately. Agreements concerning a service level must always be explicitly agreed in writing.
- b. Techini Web shall be obliged to follow timely and sensible instructions of the Client if this has been agreed in writing. Techini Web shall not be required to follow instructions which change or supplement the substance or scope of the Services.
- c. Techini Web does not warrant that the Services shall be provided without Errors or without interruptions. If defects in the Deliverables are a direct consequence of products, software, data carriers, procedures or operating actions for which Techini Web has been made responsible under the Contract explicitly, Techini Web shall repeat the Services in order to fix these defects to the best of its ability, provided the Client notifies Techini Web of these defects in writing and in detail as soon as possible, but no later than within one week after receiving the Deliverables. If Techini Web is not responsible for the defects, Techini Web shall charge the costs of any repetition to the Client according to its usual rates. The Client shall not have any other rights pursuant to defects in the Deliverables besides those described in this paragraph. Techini Web shall endeavour to make reasonable business efforts to fix Errors in any development, delivery, installation, implementation or configuration under Techini Web's contractual responsibility within a reasonable time period pursuant to a written and detailed report having been provided to Techini Web within six weeks after delivery or, if an acceptance test has been agreed between the Parties, within six weeks after acceptance. Techini Web does not warrant that any software shall operate without interruption, Errors or other defects or that all Errors and other defects shall be corrected. Repairs shall not be performed free of charge, unless

agreed otherwise in writing. Techini Web is entitled to charge repair costs according to the rates agreed or - in the absence of such agreement - its usual rates:

1. if the Client makes changes or has changes made to the software without Techini Web's written permission, which permission shall not be withheld on unreasonable grounds;
 2. if there have been operating errors or improper use on the Client's part or other causes outside the reasonable sphere of influence of Techini Web; or
 3. if the errors could have been ascertained during and/or before the agreed acceptance test. Techini Web shall not be responsible for fixing mutilated or lost data. Errors shall be fixed at a location to be determined by Techini Web. Techini Web shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. Techini Web shall not have any obligations concerning fixing Errors reported after the expiry of the reasonable period referred to above, unless the Parties have concluded a maintenance agreement which includes such a duty to fix.
- d. Unless deviating arrangements have been made in writing in the Engagement Letter, any agreement to provide the Client with a result, milestones and budgets or fixed fees shall be conditional to the unhindered and uninterrupted performance of Services by Techini Web and the absence of facts or circumstances outside the reasonable sphere of control of Techini Web which hinder or interrupt the Services. Techini Web will be entitled to adjustment of schedules and fees to the extent that these are caused by facts or circumstances outside the reasonable sphere of control of Techini Web which hinder or interrupt the Services.
- e. In the event of a consecutively phased or staged project, Techini Web shall not start Services which are part of a stage until the Client has approved the results of the preceding stage in writing.
- f. Techini Web shall deliver software to be developed or delivered to the Client on the agreed type and format of data carriers and install it as much as possible in accordance with the specifications recorded in writing, with installation only occurring if installation by Techini Web has been agreed in writing.
- g. In the event the Client has engaged Techini Web to provide maintenance for software or if the user's fee for the software includes maintenance:
1. the Client shall provide detailed notice to Techini Web of the Errors observed in the software in accordance with procedures agreed upon or Techini Web's usual procedures.
 2. After receiving notice, Techini Web shall, to the best of its ability, endeavor to make reasonable business efforts to fix Errors and/or to make improvements in later, new versions of the software. Depending on the urgency, the results shall be provided to the Client in the manner and within the time period to be determined by Techini Web. Techini Web shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
 3. Techini Web shall provide improved versions of the software to the Client when they become available. Techini Web shall no longer be required to fix any Errors in the old version or to provide support regarding an old version three months after an improved version becomes available. In providing a version with new options and functions, Techini Web may require the Client to enter into a new agreement with Techini Web and to pay a new fee for this version being made available.
 4. In the absence of express agreements in this regard, the Client itself shall install, set up, design parameters for and tune the corrected software or the new version provided and, if necessary, adjust the equipment, user environment and working methods used in this connection. Unless explicitly otherwise agreed, Techini Web shall not be required to convert data.
 5. Maintenance shall not include fixing mutilated or lost data.
- h. Techini Web shall supply to the Client the number of copies of the Documentation as specified in the Contract.
1. If the Client does not enter into a maintenance agreement with Techini Web at the same time that the agreement to develop or provide the software is concluded, Techini Web cannot be required to enter into a maintenance agreement at a later time.
- j. In the absence of an explicitly agreed invoicing schedule, all amounts pertaining to maintaining software shall be owed before the maintenance period commences.

23. Termination

When the Contract is terminated in the event of a material attachment on assets of the Client, a (filing of a request for a) moratorium or (filing of) bankruptcy, Techini Web shall never be obliged to refund payments received from the Client on account of this termination or to pay damages. In the event of the Client's liquidation, the right to use software provided to the Client shall be terminated.

24. Ownership and Intellectual Property Rights

- a. All Deliverables shall remain Techini Web's property until all amounts owed by the Client for the objects delivered or to be delivered or work performed or to be performed under the Contract, as well as all other amounts which the Client owes due to a breach of its payment obligation, have been paid fully to Techini Web.
- b. The risk of loss, theft or damage to objects, products, software or data which are the subject of the Contract shall pass to the Client at the time they have been placed at the actual disposal of the Client or any third party indicated by the Client.
- c. The Client shall not remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the Deliverables (including without limitation: software, websites, databases, data carriers equipment or materials).
- d. The Client shall not be allowed to remove or evade any technical measures taken by Techini Web to protect the software or with a view to agreed restrictions in the duration of the right to use the software. If security measures result in the Client being unable to make a back-up copy of software, Techini Web shall provide the Client with a back-up copy upon request.
- e. Unless Techini Web provides a back-up copy of software provided by Techini Web to the Client, the Client may make one back-up copy of the software, which may only be used to protect against involuntary loss of possession or damage. The back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright designations as are present on the original version.
- f. Subject to the other provisions of these Terms & Conditions, the Client shall be entitled to correct Errors in software provided to it by Techini Web if that is necessary for the intended use of the software.
- g. In the event Techini Web has been engaged by the Client to develop or deliver (custom made) software, Techini Web shall grant the Client the non-exclusive right to use the software. The Client shall always strictly comply with the use restrictions agreed between the Parties.
 1. Subject to the other provisions in these Terms & Conditions, the Client's right of use shall only include the right to load and run the software.
 2. The Client may only use the software in its own company or organisation on the one processing unit and for a specific number or type of users or terminals for which the right of use has been furnished. Insofar as not otherwise agreed, the Client's processing unit on which the software is used for the first time and the number of terminals connected to that processing unit at the time of initial use shall be considered the processing unit and number of terminals for which the right of use has been furnished. In the event there is a malfunction in the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may pertain to multiple processing units insofar as this is explicitly apparent from the Contract.
 3. The right of use shall not be transferable. The Client shall not be allowed to sell, lease, sub-license or alienate the software and data carriers on which it has been recorded, grant restricted rights to this software or these data carriers or provide them to a third party in any manner or for any purpose whatsoever, give a third party remote or non-remote access to the software or place the software with a third party for hosting, not even if the third party in question will only use the software for the Client's benefit. The Client shall not modify the software except in connection with fixing errors.

4. The Client shall not use the software to process data for third parties ("time-sharing"). The software's source code and the technical documentation generated in developing the software shall not be made available to the Client, not even if the Client is prepared to pay financial compensation for making them available. The Client acknowledges that the source code is confidential in nature and that it includes Techini Web's trade secrets.
5. The Client shall immediately return all copies of the software in its possession to Techini Web after the right to use the software ends. If the Parties have agreed that the Client shall destroy the copies concerned when the right of use ends, the Client shall provide written notice of such destruction to Techini Web immediately.
- h. Unless agreed otherwise explicitly, the Client is aware and agrees that Techini Web may provide software in connection with the performance of Services that is in whole or in part subject to third party or open source software licenses. The Client and Techini Web shall each comply with their respective obligations under such licenses. Nothing in a Contract will prevent Techini Web from any behaviour it deems necessary to comply with applicable third party or open source software licenses. In the event new releases of third party software are required for the continued use of software provided by Techini Web in the performance of the Services, the Client will timely procure licenses for such new releases of third party software.

25. Limitation of Liability

- a. Without prejudice to paragraphs a, c, d and e of Article 7 of these Terms & Conditions, the Client agrees that Techini Web shall not be liable to the Client for any Losses for an aggregate amount in excess of one times the fees paid by the Client to Techini Web under the relevant Contract with a maximum of six months' fees under the relevant Contract for any Contract exceeding a six month period.
- b. In addition to what is stipulated under Article 25a. hereto it is clearly understood by the Client that no rights to any claims and/or any liability can exist in case the Client has failed to make any representations to Techini Web for any complaints and/or grievances if these representations have been made in excess of 60 days after the Services have been provided by Techini Web.

26. Computer services, including automated processing of data using software and equipment managed by Techini Web

- a. Techini Web shall only provide computer services at the Client's instruction. If Techini Web provides computer services pursuant to an authorised order from a government body, regulator and/or competent court regarding information of the Client or its employees, all related expenses shall be charged to the Client. Techini Web shall provide the computer services with due care in accordance with the procedures and agreements recorded in writing with the Client.
- b. Unless otherwise agreed in writing all data to be processed by Techini Web shall be prepared, extracted and delivered by the Client in accordance with the conditions to be stated by Techini Web at the location where Techini Web performs the computer services. The Client warrants that it possesses the necessary level of expertise in this regard. Transport and transmission, either in tangible form, by means of a remote connection or in whatever other manner, to and from the processing location shall occur at the Client's expense and risk, even if they have been carried out, arranged or facilitated by Techini Web, e.g. by making available a system for electronic data transmission. In the event of electronic data transmission, the Client is responsible for any adjustments to its systems to facilitate such transmission (e.g. firewall requirements and data limits).
- c. The Client warrants that all materials, data, software, procedures and instructions provided by it to Techini Web to perform the computer services shall always be correct and complete and free of viruses, Trojans and similar malware and that all data carriers furnished to Techini Web shall meet Techini Web's specifications.
- d. In the event that Client changes relevant schedules, records and fields in its systems, Client will inform Techini Web as soon as possible. In such event Techini Web may charge for additional costs brought on by such changes.

- e. The Supplier may modify the substance or scope of the computer services. If such modifications result in a change in the procedures applicable at the Client's, Techini Web shall inform the Client as soon as possible and the Client shall be responsible for the costs of this change. The Client may terminate the Contract in that case by providing written notice no later than the date on which the modification becomes effective, unless this modification relates to changes in relevant legislation or other rules provided by competent authorities or Techini Web assumes the costs of this modification and/or the Client accepts the additional costs involved. It is clearly understood that if the Client does not react within a period of 7 days after the Client has been notified of any additional costs, the Client will be liable to pay for any work carried out up to the point that any representations are made by the Client in relation to the additional costs.
- f. Techini Web shall, to the best of its ability, endeavour to ensure that the software used by it to perform the computer services is adapted in a timely manner to amendments in the Dutch laws and regulations observed by it in connection with its services. Upon request, Techini Web shall advise the Client at its usual rates with regard to the effects of these adaptations for the Client.
- g. Techini Web shall indemnify the Client against any third-party cause of action based on the claim that software, websites, databases, equipment or other materials developed by Techini Web itself infringe an intellectual or industrial property right applicable in The Netherlands, on the condition that the Client immediately informs Techini Web in writing about the existence and substance of the cause of action and lets Techini Web handle the matter completely, including with respect to agreeing to any settlements. To that end, the Client shall provide the necessary powers of attorney, information and cooperation to Techini Web to set up a defence - if necessary, in the Client's name – against these causes of action. This indemnification obligation shall be extinguished if the alleged infringement relates
 1. to materials provided by the Client to Techini Web for use, adaptation, processing or incorporation, or
 2. to changes the Client has made or caused third parties to make to the software, website, databases, equipment or other materials.
- h. If it has been established in court as an incontrovertible fact that the software, websites, databases, equipment or other materials developed by Techini Web itself infringe any intellectual or industrial property right held by a third party or if, in Techini Web's judgment, it is likely that such infringement will occur, Techini Web shall, if and wherever possible, ensure that the Client can continue to have undisturbed use of the delivered objects, or functionally equivalent other software, websites, equipment or the other materials concerned, for example, by modifying the infringing parts or by acquiring a right of use for the Client.
- i. If, in its exclusive judgment, Techini Web cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for it that the Client can continue to have undisturbed use of the delivered objects, Techini Web shall take back the delivered objects under crediting of the acquisition costs minus a reasonable user's fee.
- j. Techini Web shall not make its choice in this regard until after the Client has been consulted. Any other or more extensive liability or indemnification obligation on Techini Web's part due to the infringement of a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on the Techini Web's part for infringements caused by using the software, websites, databases, equipment and/or materials delivered
 1. in any form not modified by Techini Web,
 2. in connection with objects or software not delivered or furnished by Techini Web or
 3. in another manner besides that for which the equipment, software, websites, databases and/or other materials were developed or intended.
- k. The Client warrants that there are no third-party rights which are inconsistent with providing Techini Web with equipment, software, materials intended for websites (visual material, text, music, domain names, logos etc.), databases, or other materials, including draft material, intended for use, adaptation, installation or incorporation (for example, in a website).
- l. The Client shall indemnify Techini Web against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.

27. Remote Access

- a. In the event as part of the Services the Client obtains remote access to Deliverables, the Client is aware and agrees that it will gain access not only to Techini Web Technology but also to software that is in whole or in part subject to third party or open source software licenses. Nothing in a Contract will prevent Techini Web from any behaviour it deems necessary to comply with applicable third party or open source software licenses.
- b. Unless agreed otherwise explicitly, the Client with remote access to Deliverables shall not be permitted to upload or modify data, or create new files in the Deliverables. The Client is not permitted to reengineer or decompile the source code of the software to which access has been granted.
- c. Techini Web does not warrant uninterrupted access to the Deliverables. Techini Web may suspend access to the Deliverables temporarily in the case of maintenance, repair or improvements. Techini Web will use reasonable efforts to timely inform the Client about planned interruptions of access.

Chapter C: Additional Terms & Conditions Temporary Staff augmentation (Loaned Staff)

This Chapter C of the Terms & Conditions is applicable in addition to Chapters A and/or B to any Contract pursuant to which Techini Web Employees are loaned temporarily to a Client to perform services under the guidance, control and responsibility of the Client during a certain period of time. In the event of conflict with provisions of Chapter A or B, the Terms of this Chapter C shall prevail.

Definitions:

"**Techini Web Employee(s)**" means any employee or partner (of either gender) employed by Techini Web who shall have been introduced to the Client pursuant to the Contract.

"**Loaned Staff**" means Techini Web Employees being loaned temporarily to the Client to work under the Client's guidance, control and responsibility pursuant to the Contract.

"**Loaned Staff Member**" means a specific person who is part of Loaned Staff.

"**Secondment**" means the (duration of) performance of work by Loaned Staff.

28. Nature of Services

- a. Under a Loaned Staff engagement, Techini Web introduces one or more Techini Web Employees suitable to the requirements set out by the Client. If the Client accepts any of these Techini Web Employees, the Loaned Staff Member(s) shall be working for the Client under the Client's guidance, control and responsibility for the term and the applicable hourly rates set out in the Engagement Letter and all decisions in connection with the work performed by Loaned Staff, including any advice or recommendations that may be provided in relation thereto, the implementation (if any) thereof or the achievement of any particular goal shall be the Client's responsibility exclusively.
- b. In providing the Loaned Staff, Techini Web will not provide any advice, recommendation, express an opinion or any form of assurance with respect to the Client's company or otherwise.

29. Responsibilities of the Client

- a. The Client shall do everything reasonably possible and refrain from any action that may jeopardize the fulfilment of Techini Web's legal duties as employers of Loaned Staff. The Client shall not make representations with regard to the employment of any Loaned Staff Member by Techini Web or the suspension or termination thereof.
- b. The Client shall instruct the Loaned Staff properly with regard to Client's internal regulations concerning proper conduct on the premises of the Client including, without limitation: access and security, integrity, use of (computers and other) equipment, safety precautions and safety measures, environmental policy and any applicable codes of conduct.

30. Responsibilities of Techini Web

- a. Techini Web guarantees that it shall maintain a labour agreement between Techini Web and Loaned Staff Members for the duration of the Contract.
- b. Techini Web shall provide the Client on first demand with a statement in writing that all wages, taxes and social security contributions due and payable in relation to its employees involved in the Engagement have been paid.

- c. Techini Web shall not induce or support Techini Web Employees in any way to make a claim against the Client based on an alleged labour relationship between the Client and Loaned Staff Members, except when the Client and the Loaned Staff Member shall have agreed on an employment agreement between themselves mutually.
- d. Holiday time taken by Loaned Staff shall be subject to the Client's pre-approval, which shall not be withheld unreasonably.

31. Screening, Monitoring and Replacement

- a. Techini Web shall – for the benefit of screening prior to the beginning of the project or task as set out in the Engagement Letter –, provide the Client with information about the skills and expertise of the selected candidates (e.g., curricula vitae) and shall ensure that Techini Web Employees are fully informed and have given their explicit consent for such screening.
- b. In the event that a candidate is not acceptable for the Client before or during the Secondment, the Client is entitled to replacement of such candidate in accordance with the replacement procedure set forth below or – if suitable replacement is not provided – shall have the right to terminate the Contract with regard to that candidate.
- c. The Client is entitled to reject the involvement of a Loaned Staff Member within five (5) business days after receipt of the information given as referred to in the preceding paragraph, stating the grounds for rejection. Without prejudice to paragraphs 30 under d and e of these Terms & Conditions, Techini Web shall as soon as reasonably possibly provide another candidate. In the event that Loaned Staff shall be absent for a period longer than two (2) weeks successively, other than in the event of an approved holiday, Techini Web shall at the Client's first written request replace such staff, without prejudice to paragraphs d and e of Article 31 of these Terms & Conditions.
- d. The Client shall monitor the Loaned Staff's performance. In the event that any Loaned Staff Member does not perform the duties assigned to him or her within a reasonable time frame and in accordance with reasonable standards, the Client shall take all reasonable action necessary to correct such non-performance. If the Client is unable to correct such non-performance, without prejudice to paragraph d. of Article 31 of these Terms & Conditions, Techini Web shall replace the non-performing Loaned Staff Member.
- e. In the event that the Client notifies Techini Web that a Loaned Staff Member does not perform the duties assigned to him or her in a reasonable time frame and in accordance with reasonable standards, the procedure set out below shall apply. After having issued a written warning (which may be given by way of e-mail) to Techini Web, the Client will be entitled to require the removal of a Loaned Staff Member giving two (2) weeks' written notice.
- f. In the event of grossly improper behaviour by any Loaned Staff Member, the Client is entitled to remove such person with immediate effect subject to a written confirmation – including a detailed description of the behaviour – to Techini Web as soon as reasonably possible. Without prejudice to paragraph d of Article 31 of these Terms & Conditions, Techini Web shall co-operate with such removal and shall – as the case may be – immediately replace such person to the extent reasonably possible.
- g. In the event that Techini Web is unable to find a suitable replacement within a mutually agreeable time frame, both parties shall have the right to cancel the remainder of the Contract with respect to such Loaned Staff Member.
- h. No fees shall be due to Techini Web in connection with vacancies pending replacement of Loaned Staff Members pursuant to justified requests as mentioned in the preceding paragraphs.

32. Intellectual Property Rights

- a. Unless agreed otherwise explicitly, all work products provided by Loaned Staff under the Contract shall be for internal use of the Client (and its group companies) only.
- b. Without prejudice to paragraphs c. and d. of Article 6 of these Terms & Conditions, the Client will become owner of any copyright in a work product created by Loaned Staff. The Client shall have the right to modify or alter any work products created by the Loaned Staff under this agreement. The Client shall delete the name of the relevant Loaned Staff Member(s) on a work product and shall not refer to Techini Web or to the Loaned Staff Member(s) without Techini Web's prior written consent.

- c. The Client is responsible for and guarantees that it has obtained all necessary software licenses used during Secondment. The Contract shall not confer to the Client in any way the right to use any software owned by or lawfully licensed to Techini Web, unless agreed otherwise explicitly.

33. Limitation of Liability

- a. Without prejudice to paragraphs a, c, d and e of Article 7 of these Terms & Conditions, the Client agrees that Techini Web shall not be liable to the Client for any Losses attributable to the Loaned Staff's performance, actions or behaviour during their Secondment and the Client shall hold Techini Web harmless from and indemnify Techini Web for any Losses, including – without limitation – third party Claims. The Client shall be required to take adequate insurance with respect to Loaned Staff provided to the Client under this agreement.
- b. Without prejudice to paragraphs a, c, d and e of Article 7 of these Terms & Conditions, the Client agrees that Techini Web shall not be liable to the Client for any Losses attributable to the Loaned Staff's performance, actions or behaviour during their Secondment in excess of one times the fees paid under the relevant Contract in relation to the Loaned Staff Member with a maximum of six months fees for any Loaned Staff Contract exceeding six months and the Client shall hold Techini Web harmless from and indemnify Techini Web for any Losses, including, without limitation, third party claims, exceeding this limit, if such Losses are finally, judicially determined to have been caused by a relevant misrepresentation from Techini Web in relation to the Loaned Staff Member's education, experience or formal qualifications, unless such misrepresentation must be qualified as intentional misconduct or comparable instance of gross negligence of Techini Web in which event the abovementioned liability cap will not apply.
- c. Techini Web shall indemnify the Client and hold the Client harmless from and against all claims, damages, costs and expenses related to any failure on Techini Web's part to pay any wages, remunerations, taxes or contributions due in connection with any Loaned Staff Member.
- d. The Client agrees that Techini Web shall not be obliged, responsible or liable for discontinuation of employment of any obligation, responsibility or liability to continue employing any Loaned Staff Member. If employment of a Loaned Staff Member is discontinued, Techini Web shall inform the Client as soon as possible and the Client is entitled to replacement.
- e. Techini Web does not accept any liability for non-replacement of any Loaned Staff Member (in a timely fashion).