

General Terms and Conditions Kontakt Consulting bv

1. General

1.1 The General Terms and Conditions are applicable to all offers, tenders and agreements between Kontakt Consulting BV (hereafter referred to as "Kontakt") and its Client's (hereafter referred to as "the Client(s)"), or their legal successors respectively unless explicitly laid down in writing. General Terms and Conditions of the Client are not applicable.

1.2 In case of contradictions in the conditions as laid down in documents belonging to the agreement, the order of priority is:

- (1) the agreement;
- (2) supplements to the agreement;
- (3) other documents belonging to the agreement (if applicable);
- and (4): these General Terms and Conditions.

1.3 In case any of the terms or conditions of these General Terms and Conditions are voided, the remaining of these General Terms and Conditions are still valid. Parties will agree upon terms or conditions replacing the voided terms or conditions, leaving the purpose of the voided terms or conditions intact as much as possible.

1.4 Kontakt has the right of changing and supplementing these General Terms and Conditions. Kontakt will notify the Client at least two months before amendments or supplements become effective. Unless the Client has lodged an objection in writing within two weeks from the date stamp of the notification, the Client is considered to have tacitly consented the amendment or supplement.

2. Execution of the assignment

2.1 The execution of the activities are for the benefit of the Client only. Third parties cannot derive any rights from activities executed for the Client.

2.2 Kontakt maintains the right to farm out the execution of the agreement to qualified third parties. By signing the agreement the Client beforehand agrees with this.

3. Duration and extension of the assignment

The duration of the assignment is laid down in the agreement. In case of extension of the assignment, this will be confirmed as a supplementary agreement to the Client. The Client is obliged to request Kontakt for an extension at least one month before the expiry date of the current agreement.

4. Early termination of the assignment

4.1 Kontakt has the right of unilateral termination of the agreement early, provided that it is supported with a motivation and that it is in writing. In case of a unilateral early termination, Kontakt will give a one month's notice to the Client, or conform the effort as laid down in the agreement. Furthermore, the Client is obliged to pay all invoices concerning the activities executed so far. Besides reservations, Kontakt will provide the Client with the provisional results of the activities. Any additional costs involved in providing these results will be invoiced to the Client. Kontakt will consult the Client to identify any other consequences of such a termination.

4.2 Kontakt has the right to terminate the agreement, effective immediately, without any legal intervention if: (a) the Client after being in default remains negligent in meeting the obligations as laid down in the agreement; or (b) an adjudication order has been issued for the Client or in the case a suspension of payment is applied for the Client.

5. Suspension and dissolution of the assignment

Kontakt has the right to suspend the assignment or assignment activities in case the Client fails to fulfil the obligations as laid down in the agreement or in case the Client acts contrary to these obligations. Suspension of activities does not release the Client of any payment obligations. The Client cannot claim any damage resulting from the suspension of the execution of the assignment. Furthermore, Kontakt has the right to dissolve the agreement partially or entirely.

6. Disposal of workspace and facilities by the Client

Kontakt and the Client will lay down in the agreement on which locations the activities will take place. If it is agreed that the activities will take place at the Client's office, the Client will provide adequate workspace. The assigned Kontakt employees will comply to the local house rules. Assigned Kontakt employees will be notified of these house rules by the Client. The Client will provide the assigned Kontakt employee all facilities and means, necessary for executing the assignment, including means of computerization and efforts of Client personnel.

7. Engaging or employing the other party's personnel

Neither Kontakt nor the Client is allowed to employ personnel of the other party or negotiate employment with such personnel during the performance of the assignment and within one year after termination of the assignment, unless this is done in consultation with the other party and laid down in a written agreement.

If the Client wants to hire a posted employee from Kontakt, Kontakt is entitled to charge the Client a recruitment fee with an amount of 15% of the gross annual salary that the employee will earn at the Client. Other agreements about compensating Kontakt can be made in consultation with both parties.

8. Rates and costs of the assignment

8.1 With regard to the rates and related cost estimates, the agreement shall state which costs are included and which costs will be charged additionally for this agreement. Rates and costs are excluding VAT.

8.2 Starting from 3 months after the closure of the agreement, Contakt has the right to change the rates and costs as laid down in the agreement. Increases of rates and costs may be related to corresponding increases in the "CBS prijs index" or changes in wages or costs on the market. Contakt will notify the Client, in writing, a reasonable amount of time before changes become effective. Unless the Client has lodged an objection in writing within one month from the date stamp of the notification, the Client is considered to have tacitly consented the price changes. In case the Client lodges an objection within the specified period, Contakt has the right to unilaterally terminate the agreement.

9. Payment obligations

9.1 In accordance with the agreement, remuneration and costs which are not included in the rates will be charged monthly. Payments shall be effected within 30 days after the invoice date in accordance with the payment way as stated on the invoice.

9.2 In case the Client fails to pay the invoice amount before the due date with respects to the payment ways as stated on the invoice, the Client is in default without notice. After the due date, the statutory interest enters into effect and will be calculated over the entire invoice amount, leaving the right of compensation for Contakt undiminished.

9.3 All costs to obtain payment, both judicial and non-judicial costs shall be met by the Client.

10. Confidentiality

Contakt and Contakt employees working on the assignment are obliged to keep all (business and technical) information and data of the Client and the Client's organization confidential, for a period of 2 years after the assignment has ended.

11. Intellectual property rights

11.1 In case that in accordance with the agreement knowledge and/or written information is handed over to the Client, the Client is entitled to use this knowledge and/or information only within the Client's organization and is the Client obliged to consider this knowledge and/or information as confidential.

11.2 In case information handed over to the Client is acquired from a third party, the conditions of this third party regarding intellectual property rights are fully applicable.

12. Liability

12.1 The liability of Contakt is limited to the amount allowed as compensation by virtue of the liability insurance for the concerning case, increased with the own risk amount as applied within the concerning liability insurance.

12.2 Client protects Contakt against claims of (employees of) the Client or third-parties for compensation of material and nonmaterial damage, caused by acts or negligence of (employees of) the Client or third-parties involved by the Client.

12.3 Client protects Contakt against claims of Contakt employees assigned to the Client for compensation of material and nonmaterial damage by virtue of 'article 7:658 lid 4 B.W,' in case the concerned damage is caused by acts or negligence of (employees of) the Client or third-parties involved by the Client.

12.4 Contakt protects the Client against claims of employees of Contakt or third-parties on grounds of incorrect, not in time or incomplete contributions made by the concerning employees or Contakt by virtue of regulations on taxes, national insurances, social insurances and the like, with exception of the cases in which these claims are caused by acts or negligence of employees of the Client.

13. Applicable law and settlement of disputes

13.1 Dutch law is exclusively applicable to this agreement.

13.2 Disputes regarding this agreement or regarding to everything related to or ensuing from it, will be submitted to the competent court in the Netherlands.