

General Terms and Conditions as of 18 September 2019

General

Evers + Manders Subsidieadviseurs B.V. - hereinafter also referred to as E+M - is a consultancy company that carries out work on behalf of third parties on a basis other than an employment contract. In these general terms and conditions, the following definitions are used for a number of terms:

- grant: financial benefit for activities performed by a client and to which the client may be entitled to after filing a request. Grants can consist of amounts of money, tax benefits, interest benefits due to early depreciation, low-interest loans and/or participations;
- quote: written or oral offer to come to an assignment to perform work;
- assignment: agreement to perform work;
- client: the natural person or legal entity that gives E+M an order to perform work;
- 'no cure no pay' assignment: assignment between the parties, whereby it is agreed that E+M will only receive a fee if the activities of E+M lead or have led to a previously agreed result.

Article 1 - Applicability

- a. These terms and conditions apply to all quotes and assignments concluded by E+M and a client, unless otherwise explicitly agreed on in writing.
- b. General terms and conditions of the client are only binding if and insofar these have been accepted in writing by E + M.
- c. If any provisions in these general terms and conditions is null and void or annulled, the other provisions of these general terms and conditions shall remain in full force. In such cases, E+M and the client will discuss new provisions to replace the nullified or removed provision(s), which will follow the aim and intent of the original provision to the farthest extent possible.
- d. E + M retains the right to amend these general terms and conditions at any time, any amendments will take effect immediately.

Article 2 - Quotes

- a. All quotes are free of obligation and remain valid for one (1) month unless the quote specifies otherwise.
- b. If a quote contains an offer free of obligation and is accepted by the client, E + M has the right to revoke the offer within two (2) working days after having received the acceptance.
- c. A quote that consists of various activities (combined quote) always forms a whole: the parts and the accompanying calculation prices only apply in conjunction with the other parts and cannot be accepted separately, unless E + M gives explicit written permission .
- d. Quotes do not automatically apply to future assignments.

Article 3 - Assignment

The assignment is concluded binding as soon as E + M has received the written acceptance of the offer by the client by email or post and E + M does not exercise the right stipulated in article 2 b, or as soon as E + M confirms an oral assignment of the client in writing.

Article 4 - Execution of the assignment

- a. All work to be performed by E + M is performed to the best of its knowledge and ability. The accepted assignment leads to an obligation of best efforts and not to an obligation of result, unless otherwise agreed in writing.
- b. The client is responsible for providing data and information requested by E + M in a timely manner and, especially in the case of grant applications, for carrying out the obligatory activities in order to be eligible for a grant (such as arranging the necessary (co)financing and cooperation assignments and the timely signing of needed declarations), thus enabling the application to be submitted on time and with the best possible chance of success. After submission, the client must also

maintain the application until the moment of assessment and answer any additional questions or request for additional information from the grant provider.

- c. If and insofar as the proper execution of the assignment requires, E+M is entitled to have certain activities performed by third parties.
- d. The client will not assign third parties the client or E + M wish to include to the assignment until it has consulted E + M.
- e. E + M makes every effort to perform the activities at the time specified in the assignment. If a period within which the work must be performed has been agreed upon, it will commence on the date on which E + M has received the written order confirmation.
- f. Extra work performed by E + M due to causes at the client (for example extra work by E + M as a result of a request from the client, extra work by E + M by taking over work from the client and / or extra work by E + M due to non-execution, late execution or incorrect execution of work by the client) constitute additional work that is to be paid by the client.
- g. If the client concludes that the assignment by E + M is not performed correctly or within the agreed deadlines, the client must notify E + M thereof in writing no later than within three working days after the lapsing of that period in order to enable E + M to take the measures it deems necessary.

Article 5 - Intermediary amendment

- a. If, during the execution of the assignment, it appears that, for a proper execution of the assignment other than for the reasons mentioned in article 4.b, it is necessary to change or supplement the work to be performed, the parties will adjust the assignment accordingly in a timely manner and in mutual consultation.
- b. If the parties agree that the assignment will be amended or supplemented, the time of completion may be affected. E+M will inform the client of this as soon as possible.
- c. If the amendment or supplement to the assignment will have financial and/or qualitative consequences, E+M will inform the client of this in advance.
- d. If a fixed fee or other price assignment has been agreed upon, E+M will indicate to what extent the change or supplement to the assignment will result in this fee being exceeded.
- e. Contrary to Articles 5.c and 5.d , E + M will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to E + M.

Article 6 Duration of the assignment and early termination

- a. The duration of each individual assignment is included in the assignment.
- b. The assignment can be terminated prematurely in writing if one of the parties believes that the activities cannot be performed in accordance with the objective of the assignment. The assignment can be terminated when it has become apparent that the cause of the desire to terminate the assignment cannot reasonably be taken away by E + M. In that case a cancellation period of one month applies, unless the assignment has a duration of less than two months. This article also applies to the assignment sum of all the phases if the contract has a phased design in which the continuation to a next phase is determined by the assessment of the grant provider.
- c. In the event of premature termination, invoicing will take place with due observance of Article 9 of these terms and conditions, based on the status of the work performed by E + M at the time of termination.
- d. Upon early termination of the assignment by the client, the client must also pay 25% of the remainder of the maximum quoted consultancy costs which would have to be paid by the client upon full completion of (all the phases of) the assignment.

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- e. If one of both parties becomes bankrupt, applies for a moratorium or ceases its business, the other party has the right to terminate the assignment without giving notice in advance. In that case the claims of E+M on the client become immediately due and payable. The client is liable for damage suffered by E + M, including loss of profit.

Article 7 - Liability

- a. Any liability on the part of E+M or its directors is limited to the amount that is paid out under the professional liability insurance in the relevant case, plus the amount of the own risk which is not payable by the insurer on the basis of the policy conditions.
- b. In the event that the insurer does not pay out, the (cumulative) liability for the total damage resulting from or in connection with the agreed work is limited to the amount paid by the client to E+M for the work in connection with which the damage was caused, unless there is intent or deliberate recklessness of E+M.
- c. Direct damage is exclusively understood to mean:
- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
 - the reasonable costs incurred in order to have E+M's defective performance comply with the assignments, unless this cannot be attributed to E+M;
 - the reasonable costs incurred in order to prevent or limit damage, insofar as the client proves that these costs have led to a limitation of direct damage within the meaning of these general terms and conditions.
- d. E+M is never liable for indirect damage, including the loss of potential grants, consequential damage, lost profit, lost savings and damage due to business interruption.
- e. The client is liable and always indemnifies E + M for any claims from third parties arising from or related to work performed by E + M related to the client.
- f. E + M uses a virus scanner for digital communications. The client is recommended to check digital communication for viruses. E + M does not accept any liability for damage or loss of data caused or likely to be caused by computer viruses.

Article 8 – Retention of title and secrecy

- a. E + M retains the copyright on all written and digital documents it has produced. The transfer of copyright must expressly be agreed in writing.
- b. Insofar as the work of E + M involves the production of texts and/or documents, the client receives the right of use of these texts and/or documents for the purpose agreed in the assignment. The client acquires no rights to the texts and/or documents for other purposes.
- c. Both parties will keep any information they have received from each other or another source in the context of this assignment confidential. Information is considered confidential if this is communicated by the other party or if this results from the nature of the information. If, on the basis of a legal provision or a court decision, E+M is obliged to provide confidential information to third parties designated by law or the competent court, and E+M is not able to claim the right to refuse to give evidence on the basis of the law or in a way acknowledged by the competent court, then E+M is not obliged to pay compensation and the client is not entitled to terminate the assignment on the basis of any damage caused as a result.

Article 9 - Fee

- a. The fee of E + M consists of a compensation for the time spent by E + M employees at the agreed rate excluding VAT and a compensation for the additional costs associated with the execution of the assignment. The additional costs explicitly include the following costs: travel costs by car, public transport or any other means of transportation, accommodation

- costs, material costs, the rental of facilities for the performance of the assignment and the purchase of documentation.
- b. If no written assignment has been made about these rates, the regular rates of E + M apply. The rates will be sent upon request.
- c. Contrary to Articles 9.a and 9.b the client and E+M can agree in writing that the activities are performed for a fixed fee, a 'no cure no pay' fee or any other remuneration scheme.
- d. E + M has the right to change the rates annually and/or intermediately if the development of salaries and costs give cause to such a change. The client will be notified in advance of the rate change. The client has the right to terminate the assignment if the fee change exceeds the price index figure for household consumption. The fee relates exclusively to the remunerations of the services agreed in the assignment. If E+M performs additional work in accordance with Article 4, paragraph f, E+M will inform the client of this. The extra work will be charged by E + M to the client based on Article 9 paragraphs a and b.
- e. If the client fails to meet the obligations from Article 4 paragraph b, E+M has the right to suspend the execution of the assignment and / or to charge the extra costs resulting from the delay to the client in accordance with the rates applied by E + M in that year. If an assignment is carried out in whole or in part on the basis of 'no cure no pay', then E + M also has the right to invoice the full amount of time spent on the basis of Article 9, paragraphs a and b.

Article 10 - Invoicing and payment

- a. Unless otherwise agreed upon in writing, the client owes the fee at the following times:
- assignments paid on the basis of time spent: after the end of the month in which the work was performed;
 - assignments based on a fixed fee: 50% at the start of the work and 50% upon completion of the work;
 - assignments based on 'no cure no pay': at the time of receiving the decision(s) in which the financial benefit is promised or - for applications for which no decision is issued - the moment that the right to the grant arises.
- b. The client is obliged to pay the agreed price within 28 days after the invoice date in a legal Dutch currency into the bank account of E + M. Suspension and/or settlement is not permitted.
- c. If the client has not paid an invoice sent to him within the payment term, the client is automatically in default, without further notice of default being required. E + M is then - after the client has been informed thereof - entitled to immediately suspend all its work for the client until the amount of the invoice is paid or to stop all activities without being liable to the client in any way.
- d. If the payment term(s) is/are exceeded, the client is in default without further notice of E + M and is therefore obliged to pay interest and collection costs. The interest is 1% of the outstanding amount of the invoice per (part of the) month. The collection costs are set at a minimum of 15% of the amount of the claim. E + M will then also be entitled to terminate the assignment without judicial intervention by means of a written statement. In that case the client is liable for the damage suffered by E + M, such as loss of profit and debt collection costs.
- e. If, in the event of an attributable shortcoming of the client, E+M takes extra-judicial measures, the costs thereof will be borne by the client.

Article 11 - Staff

- a. E + M can replace the person(s) charged with the execution of the assignment while maintaining the continuity of the work and the required expertise of the consultancy team.
- b. Neither of the parties may, during the performance of the assignment and within one year of termination thereof, hire personnel from the other party or consult with the staff regarding employment, other than in consultancy with the other party.

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Article 12 – Processing of personal data

- a. Insofar as E + M processes personal data as defined in Article 1 of the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens: Wbp) in the context of the performance of the assignment, E + M is a personal data processor within the meaning of the Wbp and the assignment between the client and E + M will also be considered as a personal data processing assignment within the meaning of Article 14, paragraph 2 of the Wbp.
- b. E + M is not entitled to use the personal data that E + M has at its disposal, at any time, in any way, wholly or partly differently than for the performance of the assignment, subject to deviating legal obligations.
- c. E + M processes personal data made available in a proper and careful manner and in accordance with the applicable laws and regulations.
- d. E + M will take appropriate organizational and technical measures to protect the personal data provided by clients against loss or any form of unlawful processing. These measures ensure, taking into account the

state of the art and the costs of implementation, an appropriate level of security in view of the risks involved in the processing of data and the nature of the data to be protected. The measures are also aimed at preventing unnecessary collection and further processing of the personal data obtained. The measures taken are recorded in writing by E + M.

- e. E + M fully cooperates to allow data subjects to have access to their personal data within the meaning of Article 1, paragraph f of the Wbp and to have the defined personal data removed or corrected, if they are incorrect.

Article 13 – Applicable law and disputes

- a. Dutch law applies to every assignment between E+M and the client.
- b. The court that has jurisdiction in the place of business of E+M has exclusive jurisdiction to hear disputes.
- c. The parties will only appeal to the courts after they have made a reasonable effort to settle a dispute in mutual consultation.