

General Terms of Competa IT B.V.

A special written Agreement between the Parties will prevail over these general terms. Still, in the event of a contradiction, these general terms will be allocated as much significance as possible, without this resulting in the contradiction, voidness or voidability concerned. In so far as these general terms are not contradictory, they shall complement the Agreement.

Article 1 Definition of concepts

The following definitions are used in these general terms:

- a. *Competa*: Competa IT B.V.
- b. *Other party*: the Client for the development of Products and/or the provision of Services.
- c. *Parties*: Competa and the Other Party.
- d. *Agreement*: the arrangements laid down in writing between Competa and the Other Party concerning the delivery of Products and/or Services, of which these general terms are part;
- e. *Products*: products to be delivered by Competa including Software.
- f. *Services*: activities to be carried out by Competa.
- g. *Software*: operating and application programs which Competa supplies (with its Products).
- h. *Intellectual property*: copyrights, design rights, patent rights, trademark rights and similar rights, which relate to (the development of) software, designs, trademarks, etc.;

Article 2 General

- 2.1 These general terms shall apply to all offers, agreements and other legal relationships with Competa concerning Products supplied or to be supplied and/or Services provided or to be provided to the Other Party.
- 2.2 These general terms have also been stipulated for the benefit of all persons who, whether or not by virtue of an employment agreement, are or were employed by Competa.
- 2.3 Any general terms used by the Other Party shall be expressly rejected.
- 2.4 The Dutch text of these general terms shall be determining for their interpretation.
- 2.5 In the event of contradiction a special written Agreement between the Parties shall take precedence over these general terms.
- 2.6 If and in so far as provisions in the Agreement including these general terms, are in violation of provisions of mandatory law, are void or voidable, as much significance as possible shall nevertheless be attributed thereto, without this leading to the contradiction, voidness or voidability concerned.
- 2.7 If there is a lack of clarity about the interpretation of one or several of the provisions of these general terms, then interpretation shall take place in accordance with the purport of these provisions.
- 2.8 If strict compliance with these general terms is not always enforced, that does not mean that the provisions thereof are not applicable, nor that Competa could thereby lose to any degree the right to demand strict compliance with the provisions of these terms after all or in other cases.
- 2.9 In the event of a difference of opinion about matters relating to (compliance with) the Agreement, the administrative records of Competa shall be decisive in so far as these relate thereto.

Article 3 Offer, conclusion of Agreement and prices

- 3.1 Offers from Competa can be revoked as long as no written acceptance thereof has taken place.
- 3.2 All offers by Competa shall be without any engagement, unless a period of acceptance has been determined in the offer. If no period of acceptance has been determined, no right shall be derived from the offer in any way if the Product and/or the Service to which the offer relates is no longer available.

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- 3.3 Competa shall not be held to stand by an offer if the Other Party can reasonably understand that this offer is based on an apparent mistake or writing error.
- 3.4 An Agreement shall have been concluded by (timely) written acceptance of a written offer or if the order has been confirmed in writing by Competa or - in the absence thereof - by the acceptance of Products and/or Services.
- 3.5 The Agreement, therefore including these general terms, comprises the full representation of the rights and obligations of the Parties and takes the place of all earlier written and verbal arrangements, declarations, expressions and/or actions of the Parties.
- 3.6 The prices mentioned in an offer/agreement shall be net prices, exclusive of turnover tax (VAT), other government-imposed levies and any costs to be incurred within the framework of the Agreement, travelling and staying expenses, forwarding and administrative costs being included therein. Therefore, any discounts agreed upon have already been taken into account in the prices.
- 3.7 If the Parties have agreed on an hourly rate applying to the order, the net price exclusive of turnover (VAT) shall be determined on the basis of the time spent.
- 3.8 Competa shall be competent, also during the term of an order, to modify the agreed price or the agreed basic rate. If the basic hourly rate is increased by more than 10% at a time, then the Other Part shall be entitled to dissolve the Agreement. The right to dissolve the Agreement shall become void after expiration of the payment period for the first invoice after the increase of the hourly rate.
- 3.9 Competa shall be entitled to increase the agreed price if this increase results from an authorisation or obligation resulting from the law or from regulations or if the increase of the price of raw materials, wages, etc. is such that it could not be reasonably anticipated at the time of conclusion of the Agreement or if the payment (in advance) period is exceeded.
- 3.10 Partial acceptance of a composite price quotation shall not oblige Competa to perform part of the order at a corresponding portion of the price quoted.

Article 4 Execution and amendment of the Agreement

- 4.1 Competa shall have the right to have certain activities carried out by third parties. Application of articles 7:404 and 407 section 2 of the Dutch Civil Code is excluded.
- 4.2 If persons working for Competa carry out activities within the framework of the order at the location of the Other Party or at a location designated by the Other Party, the Other Party shall provide those workers with the facilities desired in reasonableness free of charge.
- 4.3 Competa shall be entitled to carry out the Agreement in several phases and to invoice separately (in advance) the part carried out in this way.
- 4.4 If in the opinion of Competa a proper performance requires an adjustment of the Agreement, the Parties shall be held to arrive at the required adjustment in mutual consultation.
- 4.5 Competa shall not be held to perform the Agreement any sooner than after acceptance by the Other Party of the further price stated for the adjustment and of the other conditions relating thereto, including the period of execution. The fact that a modified Agreement is not performed or is not performed immediately shall not constitute a shortcoming of Competa.
- 4.6 Competa may decline a request for amendment of the Agreement without thereby entering into a state of default.

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- 4.7 Cancellation of an agreement by the Other Party shall be possible only against payment by the Other Party of all costs already incurred by Competa for the execution of the Agreement and of the profit lost because of the cancellation.

Article 5 Assignment of obligations

- 5.1 The Other Party shall not be entitled to assign to a third party any right or obligation resulting from this Agreement without prior written permission from Competa.
- 5.2 Even in the event that Competa consents thereto, the Other Party, next to the third party, shall continue to be fully responsible and liable for the fulfilment of the obligations transferred from the Agreement.
- 5.3 The Parties agree that the claim of the Other Party on its client is assigned to Competa after expiration of 60 days after the date of the invoice for which no payment has taken place.
- 5.4 If and in so far as the Other Party has made no payment for an invoice, Competa shall not be obliged to pay the persons who, whether or not by virtue of an employment contract, work for it for the benefit of the provision of the Service to which the invoice relates.

Article 6 Payment and collection costs

- 6.1 Payment shall take place within 30 days after the date of invoice in the manner and in the currency designated by Competa (whether or not on the invoice). Competa shall be entitled to invoice periodically, for example on a monthly basis.
- 6.2 The Other Party shall not be allowed to set off any amounts which it owes to Competa against any claims which it has on Competa.
- 6.3 Competa shall be entitled to refuse an offer of payment, without thereby being in default, if the Other Party indicates another order for the allocation of the payment than results from Dutch legislation.
- 6.4 Objections to (the amount of) an invoice shall not suspend the payment obligation.
- 6.5 In the event of late payment the Other Party shall be in default by force of law. As of the moment of expiration of the payment period the Other Party shall owe over the amount owed the statutory commercial interest with a minimum of 1% per month.
- 6.6 If an invoice is not paid within the payment period, Competa shall be entitled to suspend its activities after having notified the Other Party thereof. Competa shall not be liable for any damage resulting from such a suspension of activities.
- 6.7 All reasonable costs to obtain compliance in the event of non-compliance shall be at the expense of the Other Party. The extrajudicial costs shall be calculated on the basis of that which is customary in Dutch debt collection practice. However, if Competa has incurred higher costs, which were reasonably necessary in order to obtain satisfaction out of court, then the costs actually incurred shall also qualify for compensation. The Other Party shall owe interest over these costs owed as well.
- 6.8 The reasonable costs to be compensated as referred to in the previous section shall also include judicial costs, including those of legal assistance, in so far as these costs exceed the amount of court order to pay the costs of the action on the basis of the applicable Dutch legislative provisions.

Article 7 Delivery

- 7.1 Competa shall be obliged to make an effort to perform to the best of its ability the obligations resulting for it from this Agreement.

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- 7.2 Competa shall be entitled to contract out to third parties (parts of) obligations resulting from the Agreement.
- 7.3 Agreed or stated periods for the provision of Services or for the delivery of Products shall not constitute fatal periods, so that Competa shall not be in default by the simple fact that such a period has expired without the Product having been delivered or the Service having been provided.

Article 8 Intellectual property

- 8.1 The Other Party shall not acquire any intellectual property right with regard to any Software supplied.
- 8.2 The Other Party shall not be competent to make invisible or replace any Word Mark and/or any Figurative Mark of Competa on or in the Software, documentation and/or packaging.
- 8.3 In the event that Competa authorises the Other Party to resell the Software to its customers, the Other Party shall see to it that these customers take the measures required to protect the intellectual property and the confidentiality of the Software and the documentation associated with it, and this in the manner prescribed by Competa when requested. The Other Party shall have the same care obligation towards its own employees, supervisors and towards third parties.
- 8.4 In the event of (each) violation of this article and/or infringement of the intellectual property rights of Competa and/or third parties the Other Party shall forfeit an immediately payable penalty of € 10,000.--, without prejudice to the right to compensation for further losses.
- 8.5 The Other Party shall be held to notify its customers of these reserved rights and of the other terms.
- 8.6 The Other Party shall be liable for non-compliance with these terms by customers.
- 8.7 Competa declares that to the best of its knowledge the Product /Software does not constitute infringement of any valid intellectual property rights of third parties. In the event of claims by third parties with regard to an infringement of such rights Competa shall be entitled, if necessary, to replace or modify the Product /Software concerned or to dissolve all or part of the Agreement.
- 8.8 The Other Party shall have the right to dissolve the Agreement only if maintenance of the Agreement can *not* be reasonably expected in the case as referred to in the previous section.
- 8.9 The Other Party shall notify Competa immediately of any claim by a third party concerning intellectual property rights with regard to the Software. In the event of such a claim only Competa shall be entitled to conduct, also on behalf of the Other Party, a defence against such a claim or to take legal measures against that third party.
- 8.10 The Other Party shall refrain from such measures in so far as that can be reasonably expected of it. In all cases the Other Party shall lend co-operation to Competa.

Article 9 Persons employed

- 9.1 The Other Party shall not be entitled to approach, recruit or employ any person who works or worked, whether or not by virtue of an employment contract, for Competa, in order to let this person carry out any work in its business, unless agreed otherwise.

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- 9.2 For each violation of the provision laid down in the first section of this article the Other Party shall forfeit an immediately payable fine of € 10,000.--, without prejudice to its right to compensation for any further losses.

Article 10 Act of God

- 10.1 Competa shall not be held to fulfil any obligation if the fulfilment of this obligation has become more inconvenient or more expensive because of a circumstance for which Competa is not to be blamed and which should not be at its expense pursuant to the law, a legal act or the generally accepted opinion. In addition to what is already included about this in the law and in the case law, that also applies to every external cause, whether foreseen or not foreseen, which prevents Competa from fulfilling its obligations, such as war, risk of war, riot, full or partial mobilisation, strikes, frost, fire, epidemics, (natural) disasters and other obstructions which entirely or partly prevent Products from being supplied and/or Services from being provided. Competa shall also have right to invoke this if the circumstance which prevents (further) fulfilment of the Agreement occurs only after expiration of a period within which Competa ought to have fulfilled an obligation.
- 10.2 Competa shall be entitled to suspend the obligations resulting from the Agreement for the period that the Act of God continues to exist. If this period lasts for more than four weeks, then Competa shall be entitled to dissolve the Agreement, without being obliged to pay compensation for any damage whatsoever.

Article 11 Liability

- 11.1 Any liability of Competa within or outside the framework of the Agreement shall furthermore be limited at any rate to (whichever is the lower) either the amount which in connection herewith is paid to Competa by its insurance company, or the invoice value of that part of the Agreement to which the liability relates.
- 11.2 Competa shall be liable only for direct damage, by which shall be understood exclusively the reasonable costs to determine the cause and the extent of the damage, the reasonable costs, if any, incurred to make the flawed performance imputable to Competa comply with the agreement and the reasonable costs incurred to prevent or limit direct damage.
- 11.3 Competa shall not be liable for any indirect damage and/or consequential damage of any nature which may arise for the Other Party or for third parties as a result of (the use of or the inability to continue to use) the Products supplied and/or the Services provided by Competa.
- 11.4 Competa shall not be liable for damage of any nature which is caused by the fact that it has proceeded on the basis of incorrect and/or incomplete data supplied by or on behalf of the Other Party.
- 11.5 Competa shall not be liable for any losses as a result of intent or gross fault of persons, or of unfitness of goods, which persons or goods Competa has used in the execution of an obligation.
- 11.6 Without prejudice to the provisions laid down in article 6:89 of the Dutch Civil Code, a claim to damages shall become void if the claim has not been brought before the competent judge within one year after the facts on which the claim is based were known to the client or could reasonably have been known to the client.

Article 12 Protection

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Article 13 Dissolution

Without prejudice to the provisions laid down in articles 8.7, 10.2 and 14.2 of these general terms and the legal provisions concerning dissolution, Competa shall be competent to dissolve the Agreement without judicial intervention by means of a written statement at the time at which the Other Party is declared bankrupt, files a petition for temporary suspension of payment, an attachment is imposed on its capital or parts of its capital, or when it loses the power of disposal of its capital in any other way, without any obligation to pay any damages.

Article 14 Confidentiality

- 14.1 The Other Party shall treat as confidential the nature, the existence and the contents of the Agreement as well as the business information and shall not publish anything relating to it without written permission from Competa. The Other Party shall impose this obligation on its customers as well.
- 14.2 For each violation of the first section of this article Competa shall in that case have the right, without prejudice to its other rights, to dissolve all or part of the Agreement without notice of default and without judicial intervention and the Other Party shall forfeit an immediately payable fine of € 10,000.--, without prejudice to the right to compensation for any further losses.
- 14.3 The obligations resulting from this article shall survive after the termination of the Agreement.

Article 15 Applicable law and competent judge

- 15.1 Dutch law shall be exclusively applicable to all Agreements with Competa, and also to other legal relationships between the Parties which are closely related with this Agreement.
- 15.2 The (interim injunction proceedings judge with the) Court of The Hague shall be exclusively competent to take cognisance of all disputes between the Parties in the first instance, unless the law mandatorily prescribes otherwise. Nevertheless Competa shall have the right to submit the dispute to the court which would be competent without this choice of forum.

A copy of these general terms shall be sent free of charge upon request and they have been published at the website www.competa.com.