

A. GENERAL TERMS AND CONDITIONS

1. Applicability and general provisions

- 1.1. Unless specifically otherwise agreed in writing, these General Terms and Conditions for Delivery and Payment (“General Terms and Conditions”) apply to all legal relationships between KTBA Compliance Group and third parties. Within the framework of these General Terms and Conditions, “KTBA Compliance Group” is given to mean any Dutch subsidiary company (companies) affiliated with KTBA Holding B.V. pursuant to Section 2:24a of the Dutch Civil Code and any Dutch participating interest(s) affiliated with KTBA Holding B.V. pursuant to Section 2:24c of the Dutch Civil Code. By applying, or by invoking, these General Terms and Conditions, the subsidiary companies or participating interests do not intend to create a legal relationship with a third party (including KTBA Holding B.V.), unless that is specifically agreed in writing by one of those parties separately with that third party.
- 1.2. Within the framework of these General Terms and Conditions, as the Other Party will be considered:
 - a) the party that has entered into an agreement with KTBA Compliance Group or KTBA Compliance Group’s (sub)subsidiaries or KTBA Compliance Group’s participating interests pertaining to the provision of services, the purchase of goods and/or the acquisition of a user right and/or any other agreement from which obligations arise for KTBA Compliance Group;
 - b) the party that enters into a legal relationship with KTBA Compliance Group or KTBA Compliance Group’s (sub)subsidiaries or participating interests in any other way than on the grounds intended in Article 1.2, under a.
- 1.3. These General Terms and Conditions have also been compiled for the employees of KTBA Compliance Group and KTBA Compliance Group’s management.
- 1.4. The use of the singular or plural for the terms defined below or the use of those terms in a certain composition do not have any effect on the application of these General Terms and Conditions.
- 1.5. If one or several provisions in these General Terms and Conditions (or a stipulation in the Terms and Conditions of B to G (inclusive) are fully or partially void or nullified at any time, the remainder of the provisions of these General Terms and Conditions remain fully effective. KTBA Compliance Group and the Other Party shall, in such an event, negotiate an agreement on new provisions to replace the void or nullified provisions, whereby the purpose and meaning of the original provisions shall be observed as much as possible.
- 1.6. If KTBA Compliance Group does not always require the strict observance of these General Terms and Conditions, it does not mean to say that the provisions of these Terms and Conditions do not apply or that KTBA Compliance Group should lose the right, to any extent, to require the strict observance of the provisions of these Terms and Conditions in other cases.
- 1.7. All KTBA Compliance Group’s quotations and offers are subject to contract and have a term of validity of 14 days. A quotation or offer shall lapse if the product or service to which the quotation or offer applies has become unavailable in the meantime.
- 1.8. KTBA Compliance Group cannot be bound to KTBA Compliance Group’s offer if the Other Party should have understood, in terms of reasonableness and fairness and according to generally accepted standards, that the quotations or offers, or part of those quotations or offers, contain an evident error or misprint.
- 1.9. The prices stated in a quotation or offer do not include VAT or any costs to be made within the context of the agreement, including tolls, travel and subsistence expenses, parking, shipping and administration costs, unless otherwise agreed.
- 1.10. If the acceptance by the Other Party (on the points below or otherwise) deviates from the offer included in KTBA Compliance Group’s quotation or offer, KTBA Compliance Group, as a departure from Section 6:225, paragraph 2, of the Dutch Civil Code, is not bound to it. In that event, the agreement is not formed in accordance with that deviating acceptance, unless KTBA Compliance Group notifies the Other Party that KTBA Compliance Group concurs.
- 1.11. A composite price does not oblige KTBA Compliance Group to execute part of the order for an equal part of the stated price. Offers or quotations do not automatically apply to future orders.
- 1.12. KTBA Compliance Group is entitled to unilaterally amend the General Terms and Conditions (Part A to G (inclusive)). The General Terms and Conditions amended by KTBA Compliance Group apply to the Other Party as of thirty days after the Other Party has been notified of the amendment in writing or by electronic means, unless the Other Party notifies KTBA Compliance Group within that term, in writing, that the Other Party objects to the amendment. If the Other Party makes an objection to the amendment in due time, the unaltered General Terms and Conditions between Parties remain effective until the contract has been completed or the agreement is terminated, but not longer than six months from the end of the aforementioned term of thirty days. If the agreement is continued after that term, the amended General Terms and Conditions will apply as of that time.

- 1.13. In the event the provisions of the Collaboration Proposal, the Order Confirmation, these General Terms and Conditions and the General Terms and Conditions containing specific rules in parts B to G are inconsistent, the specific rules prevail over the general rules. Parties agree that, in the event of conflict of law, the following order of prevalence shall apply:
- The Collaboration Proposal;
 - The Order Confirmation;
 - The Service Level Agreement or any other (private) deed that serves to create obligations;
 - The specific general terms and conditions that apply to the service in question, included in parts B to G (inclusive);
 - These General Terms and Conditions (KTBA Compliance Group's General Terms and Conditions, Part A).
- 1.14. The applicability of the general terms and conditions of third parties is explicitly rejected. The general terms and conditions of third parties are dismissed by KTBA Compliance Group.
- 2. The term of the contract, the delivery periods, the execution and changes to the agreement**
- 2.1. Agreements with KTBA Compliance Group are concluded for an indefinite period, unless specifically otherwise agreed in writing. The effectiveness of these Terms and Conditions apply indefinitely, unless otherwise arises from the nature of the agreement or the Parties have specifically otherwise agreed in writing. The Terms and Conditions also apply to all future transactions and/or future legal relationships between KTBA Compliance Group and the Other Party.
- 2.2. An agreement for an indefinite term may be cancelled in writing with due observance of three months' notice.
- 2.3. If a term has been arranged or stated for the completion of certain work or for the delivery of certain items, it is never a strict deadline. If a term is exceeded, the Other Party must send KTBA Compliance Group written notice of default. KTBA Compliance Group should be offered a term of at least 4 weeks in which KTBA Compliance Group may as yet execute the agreement.
- 2.4. If KTBA Compliance Group requires information from the Other Party for the execution of the agreement, the term for the execution does not begin before the Other Party has supplied KTBA Compliance Group with the correct and complete information.
- 2.5. KTBA Compliance Group has the right to commission third parties to execute the work KTBA Compliance Group has been commissioned to do, even if the contract has been awarded to a specific person. KTBA Compliance Group decides which person or persons in KTBA Compliance Group's organisation or outside it shall execute the contract. Furthermore, KTBA Compliance Group decides, on the basis of KTBA Compliance Group's expertise, how and with which resources the contract should be executed. The employee (s) of the KTBA Compliance Group remain under their management and supervision.
- 2.6. KTBA Compliance Group is authorised to execute the agreement in several stages and to invoice the part executed accordingly separately.
- 2.7. If the agreement is executed in stages or as sub-contracts, KTBA Compliance Group may suspend the execution of those parts belonging to a subsequent stage or the subsequent part until the Other Party has approved, in writing, and/or paid for the results of the previous stage.
- 2.8. The Other Party should ensure that work and/or deliveries to be supplied by third parties that is (are) not part of the KTBA Compliance Group's work are executed in such a way and in due time that the execution of the work is not delayed by it. If a delay within the meaning of this paragraph nevertheless arises, the Other Party should notify KTBA Compliance Group of that delay at least 24 hours before KTBA Compliance Group is due to start the work. If the Other Party notifies KTBA Compliance Group of the delay less than 24 hours before KTBA Compliance Group is due to start the work, KTBA Compliance Group is authorised to charge the Other Party for the waiting time.
- 2.9. If KTBA Compliance Group and the Other Party agree that the execution of the contract is to be done fully or partially on the premises of the Other Party or of a third party designated by the Other Party, the Other Party is obliged to provide KTBA Compliance Group's employee(s) with a work place equipped according to the current Working Conditions standards, including telephone and internet connections, free of charge.
- 2.10. The Other Party is authorised to reschedule scheduled visiting appointments with the person who is executing the contract at KTBA Compliance Group's at least 7 calendar days prior to the appointment, in agreement with KTBA Compliance Group and free of charge, to another date, on condition that date is not unreasonably far in the future. A request to reschedule a visiting appointment too far into the future may be considered by KTBA Compliance Group as a cancellation. In the event of cancellations and/or rescheduling scheduled visits too late, KTBA Compliance Group is entitled to charge for the full, scheduled visiting appointment to the Other Party, not including the travel expenses.
- 2.11. If, during the execution of the agreement, it emerges that, for an adequate execution of the agreement, it is necessary to change it or add to it, the Parties shall meet to discuss amending the agreement in due time. If the nature, scope or content of the agreement, either at the request or on the instruction of the Other Party, [or] of the competent authorities, is altered and KTBA Compliance Group's obligations are consequently changed in terms of quality and/or quantity, it may have consequences for that which was originally agreed. As a consequence, the sum originally agreed upon could be raised or lowered.

KTBA Compliance Group shall submit an estimate in advance insofar possible. The term originally quoted for the execution may be altered due to a change to the agreement. The Other Party accepts the possibility of a change to the agreement, including changes in price and period of execution.

- 2.12. If the agreement is changed, including by addition, KTBA Compliance Group is entitled to only start the execution of the agreement after the authorised person at KTBA Compliance Group and the Other Party have approved the quoted price for the execution and other conditions, including the time for the execution that should be arranged in that event. Not executing or not immediately executing the changed agreement does not mean that KTBA Compliance Group is in breach of contract and does not give the Other Party reason to dis-solve the agreement. KTBA Compliance Group may refuse a request to change the agreement without being default if it affects, in terms of quality and/or quantity, on the work to be performed and/or on the items to be delivered with-in that context.
 - 2.13. If the Other Party is in default regarding the proper fulfilment of the obligations the Other Party has towards KTBA Compliance Group, the Other Party is liable for all losses (including costs) incurred on the part of KTBA Compliance Group, either directly or indirectly.
 - 2.14. If KTBA Compliance Group agrees on a fixed price with the Other Party, KTBA Compliance Group is nevertheless always authorised to raise that price without the Other Party being authorised, in such a case, to dissolve the agreement, if raising the price is a consequence of an entitlement or obligation by virtue of the legislation or regulation or is caused by a rise in the price of raw materials, wages or for other reasons that could not be reasonably foreseen when the agreement was concluded.
 - 2.15. If a rise in price which is not the consequence of a change to the agreement is more than 10% and occurs within three months after the conclusion of the agreement, the Other Party is only entitled to dissolve the agreement by means of a written notice if the Other Party is accorded the right to invoke title 5, Section 3 of Book 6 of the Dutch Civil Code, unless KTBA Compliance Group is as yet willing to execute the agreement according to that which was originally agreed or if the rise in price arises from an entitlement or an obligation to which KTBA Compliance Group is committed due to the legislation or if it has been stipulated that the delivery will be executed more than three months after the purchase.
 - 2.16. Cancellation of an order or contract placed by the Other Party is not possible, unless KTBA Compliance Group has determined otherwise in writing. If KTBA Compliance Group agrees to the cancellation of the order or contract by the Other Party, the Other Party shall owe compensation for damages amounting to 50% of the sum the Other Party should have paid on the execution of the agreement, unless the Parties had otherwise agreed in writing when the agreement was concluded.
 - 2.17. If, as a departure from Article 2.1, KTBA Compliance Group and the Other Party have concluded an agreement for a specific term or if the Other Party has commissioned KTBA Compliance Group to execute a target contract that is terminated when complete, the agreement cannot be cancelled early. If, despite this, the Other Party terminates the agreement early, the Other Party shall owe KTBA Compliance Group the fee which KTBA Compliance Group could have claimed if the contract had not been terminated early, included the costs that had already been incurred by the date on which the agreement was terminated.
 - 2.18. KTBA Compliance Group is authorised to use the Other Party as a reference, both during the term of the contract and after its termination, free of charge and is entitled to inform third parties in commercial messages that KTBA Compliance Group has provided services to the Other Party or has supplied items to the Other Party.
 - 2.19. KTBA Compliance Group is authorised to charge the costs to the Other Party that arise because the Other Party was in default of making the execution or progress of the work possible.
 - 2.20. The Other Party is not authorised to transfer the legal relationship with KTBA Compliance Group and/or the rights and obligations that arise from that relationship without KTBA Compliance Group's written consent. The Other Party is not authorised to, or allow third parties the use of the aforementioned rights and obligations without KTBA Compliance Group's written consent. KTBA Compliance Group shall not refuse to grant that consent without due reason; KTBA Compliance Group is authorised to set reasonable conditions for granting that consent.
 - 2.21. KTBA Compliance Group is always entitled to transfer to third parties the agreement between KTBA Compliance Group and the Other Party and/or the rights and obligations that arise from that agreement without the Other Party's written consent. Insofar necessary, the Other Party grants advance consent for that transfer.
- ### 3. Suspension, dissolution and early termination of the agreement
- 3.1. KTBA Compliance Group is authorised to suspend the fulfilment of the obligations or to dissolve the agreement if:
 - the Other Party fails to fulfil the Other Party's obligations arising from the agreement, fails to fulfil those obligations fully or fails to fulfil them in due time or if KTBA Compliance Group fears that the Other Party will not fully fulfil those obligations or will fail to fulfil them in due time;
 - the Other Party was requested to provide security for the payment of the Other Party's obligations when the agreement was concluded and the security is not forthcoming or is insufficient;
 - If, due to the delay on the part of the Other Party,

KTBA Compliance Group cannot be required to fulfil the agreement on the conditions originally arranged any longer, KTBA Compliance Group is entitled to dis-solve the agreement, without prejudice to the remaining entitlements accorded to KTBA Compliance Group by virtue of the law and the General Terms and Conditions.

- 3.2. If KTBA Compliance Group grants the Other Party the sub-license for the KTBA Software BV Module Document Management, for payment or otherwise, KTBA Compliance Group is also authorised to invoke Article 3.1 of these Terms and Conditions. In such cases as intended in Article 3.1, KTBA Compliance Group is also authorised to withdraw the licence temporarily.
- 3.3. In the event of complaints reported in due time in accordance with these General Terms and Conditions, the Other Party is not authorised to suspend the Other Party's payment obligations to KTBA Compliance Group.
- 3.4. KTBA Compliance Group is authorised, without prejudice to KTBA Compliance Group's legal entitlements, to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement becomes impossible or if other-wise circumstances arise due to which the unaltered maintenance of the agreement cannot reasonably be required of KTBA Compliance Group.
- 3.5. If the agreement is dissolved, the claims KTBA Compliance Group has against the Other Party become immediately due and payable. If KTBA Compliance Group suspends the fulfilment of KTBA Compliance Group's obligations, KTBA Compliance Group retains KTBA Compliance Group's right to claims arising from the law and the agreement.
- 3.6. If KTBA Compliance Group decides to suspend the fulfilment or dissolve [the agreement], KTBA Compliance Group can never be obliged in any way to pay compensation for loss or costs arising in any way from that suspension or dissolution.
- 3.7. If the dissolution can be attributed to the Other Party, KTBA Compliance Group is entitled to compensation for the loss, including the costs, arising directly and indirectly from it.
- 3.8. If the Other Party fails to fulfil the Other Party's obligations arising from the agreement and that failure justifies dissolution, KTBA Compliance Group is authorised to dissolve the agreement with immediate effect without any obligation on KTBA Compliance Group's part to pay any compensation for loss or damages, while the Other Party however, due to breach of contract, is obliged to pay compensation for loss or damages.
- 3.9. If KTBA Compliance Group cancels the agreement early, KTBA Compliance Group shall, in agreement with the Other Party, arrange the transfer of the work that is still to be executed to third parties. If the cancellation is attributable to the Other Party and the transfer involves costs for KTBA Compliance Group, those costs will be charged to the Other Party. The

Other Party is obliged to pay those costs within the term given for that payment, unless KTBA Compliance Group determines otherwise.

- 3.10. Sums invoiced by KTBA Compliance Group prior to the dissolution pertaining to performances already executed or delivered by KTBA Compliance Group within the context of the execution of the agreement will remain fully due and become immediately due and payable on dissolution.
- 3.11. In the event of liquidation, (application for) a moratorium or bankruptcy, attachment - if and insofar the attachment is not cancelled within three months - regarding the Other Party, debt management or other circumstances due to which the Other Party cannot freely dispose of the Other Party's capital, KTBA Compliance Group is at liberty to terminate the agreement immediately and with immediate effect or to cancel the order or agreement without any obligation on KTBA Compliance Group's part to pay any compensation for loss or damage. In that event, KTBA Compliance Group's claims against the Other Party are immediately due and payable.
- 3.12. If the Other Party fully or partially cancels an order placed by the Other Party, the items that were ordered or prepared for that order, increased with any supply, disposal and delivery costs involved in it and the working hours reserved for the execution of the agreement, will be charged in full to the Other Party.

4. Force Majeure

- 4.1. KTBA Compliance Group is not obliged to fulfil any obligation to the Other Party if KTBA Compliance Group is obstructed by circumstances that are not attributable to fault and KTBA Compliance Group's responsibility by virtue of the law, a legal act or according to generally accepted standards.
- 4.2. In these General Terms and Conditions, Force Majeure is understood to mean, in addition to what it means in law and case-law, all exterior causes, foreseen or unforeseen, which KTBA Compliance Group cannot control but due to which KTBA Compliance Group is not capable of fulfilling KTBA Compliance Group's obligations to the Other Party. It includes job strikes at KTBA Compliance Group's works or at the works of third parties and (attributable) failures on the part of KTBA Compliance Group's suppliers. KTBA Compliance Group also has the right to invoke Force Majeure if the circumstances that obstruct the (further) fulfilment of the agreement arise after KTBA Compliance Group was to have fulfilled KTBA Compliance Group's obligations.
- 4.3. KTBA Compliance Group may suspend the obligations arising from the agreement for period in which the situation of Force Majeure lasts. If that period lasts longer than two months, both KTBA Compliance Group and the Other Party are authorised to dissolve the agreement without being obliged to pay compensation for damage to the Other Party.

4.4. Insofar KTBA Compliance Group had already partially fulfilled KTBA Compliance Group's obligations arising from the agreement at the time the Force Majeure situation arose or will be able to fulfil them and the fulfilled part or part that can still be fulfilled respectively is accorded independent value, KTBA Compliance Group is authorised to invoice the fulfilled part or part that can still be fulfilled respectively separately. The Other Party is obliged to pay that invoice as if it were for a separate agreement.

5. (Intellectual) property rights

- 5.1. All items supplied by KTBA Compliance Group within the context of the agreement remain the property of KTBA Compliance Group until the Other Party has adequately fulfilled all obligations arising from the agreement(s) concluded with KTBA Compliance Group and from these General Terms and Conditions.
- 5.2. In this context, the Other Party shall not invoke accession, mixing or specification of items belonging to KTBA Compliance Group by means of, or with, an item that belongs to the Other Party.
- 5.3. Items supplied by KTBA Compliance Group that are subject to retention of title pursuant to paragraph 1 cannot and may not be sold on and may never be used as a means of payment. The items are non-transferrable within the meaning of Section 3:83 of the Dutch Civil Code. The Other Party cannot and may not pledge, or in any way encumber with a limited right, the items subject to the retention of title.
- 5.4. The Other Party should always do everything that may be reasonably expected of the Other Party to protect KTBA Compliance Group's property rights.
- 5.5. If third parties seize items delivered under retention of title or wish to create or use rights to them, the Other Party is obliged to immediately notify KTBA Compliance Group.
- 5.6. The Other Party is obliged to insure the items delivered under retention of title against damage from fire, explosion and water and against theft and to allow KTBA Compliance Group inspection of the policy documents of those insurance policies at KTBA Compliance Group's request. If any sum is paid out from the insurance, KTBA Compliance Group is entitled to that money. Insofar it is necessary, the Other Party undertakes in advance, by accepting these General Terms and Conditions, to cooperate with everything that may (prove to) be necessary or preferable within that context.
- 5.7. In the event KTBA Compliance Group wishes to exercise KTBA Compliance Group's property rights specified in this Article, the Other Party grants the Other Party's advance and irrevocable consent to KTBA Compliance Group and to third parties to be designated by KTBA Compliance Group to enter all those places where KTBA Compliance Group's property can be found and to repossess those items.
- 5.8. If KTBA Compliance Group has more than one claim against the Other Party and the Other Party pays one

or more of those claims so that the ownership of the delivered items is transferred to the Other Party while KTBA Compliance Group still has a claim against the Other Party, the Parties agree that if the situation arises, an undisclosed pledge for the benefit of KTBA Compliance Group will be created on the items delivered by KTBA Compliance Group that are at the time the property of the Other Party. The undisclosed pledge will only be voided when the Other Party has fulfilled all the Other Party's obligations. KTBA Compliance Group is always authorised to register (or to arrange the registration of) the agreement KTBA Compliance Group has concluded with the Other Party and the General Terms and Conditions that apply to it with the Tax Administration.

- 5.9. The knowhow on which KTBA Compliance Group's services are based and texts created within the context of any agreements concluded with the Other Party, working drawings, illustrations, prototypes, scale models, moulds, designs, design sketches, films and other source and/or working material or (electronic) files are and remain the exclusive and undivided property of KTBA Compliance Group, or at least, KTBA Compliance Group is the title-holder of all related intellectual property rights, regardless of whether they had been submitted to the Other Party or are, or have been, used by the Other Party. The Other Party may only use them if that use has been specifically agreed upon with KTBA Compliance Group in writing. KTBA Compliance Group only grants non-exclusive user rights. The user right KTBA Compliance Group has granted to the Other Party may only be used by the Other Party for the purpose Parties have agreed upon.
- 5.10. The Other Party shall always withhold from doing anything, and/or refrain from doing anything, that may damage the rights intended in Article 5.9, either directly or indirectly. The Other Party is not authorised to use, or allow the use of, the rights intended in 5.9 or to dispose of them or to encumber them with any right without KTBA Compliance Group's explicit written consent. The rights granted by KTBA Compliance Group to the Other Party are non-transferrable within the meaning of Section 3:83 of the Dutch Civil Code, unless KTBA Compliance Group explicitly agrees otherwise with the Other Party.
- 5.11. All intellectual property van de Other Party remains the property of the Other Party. The Other Party grants KTBA Compliance Group a royalty-free, unencumbered, sub-licensable, non-exclusive licence for the use and reproduction of intellectual property rights allocated to the Other Party, insofar it is necessary for the execution of the contract awarded to KTBA Compliance Group.

6. Payment and collection costs

- 6.1. Payment should be made within 20 days after KTBA Compliance Group's invoice has been sent to a bank account number provided by KTBA Compliance

Group, unless it has been otherwise agreed, in writing, with KTBA Compliance Group. KTBA Compliance Group is authorised, if KTBA Compliance Group is in doubt as to the Other Party's solvency, always to stipulate that the invoice is paid before the delivery of the items ordered and/or before the (further) execution of the arranged work.

- 6.2. If the Other Party continues to fail to make the payment, the Other Party is default by operation of law. In that case, the Other Party will owe interest of 1.5% per month, unless the statutory commercial interest rate (as stated in Article 6:119a of the Dutch Civil Code) is higher, in which case the statutory commercial interest is due. The interest on the sum due will be calculated from the time the Other Party is in default until the time the full due sum is paid.
- 6.3. KTBA Compliance Group has the right to allow the payments made by the Other Party to serve to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and current interest. The Other Party agrees with this method of allocation of payments. If the Other Party leaves several invoices unpaid, KTBA Compliance Group is authorised to allocate a payment made by the Other Party to an invoice to be decided by KTBA Compliance Group.
- 6.4. KTBA Compliance Group may, without falling into default, refuse an offer of payment if the Other Party indicates a sequence for the allocation of the payment of invoices. KTBA Compliance Group may, without KTBA Compliance Group falling into default, refuse the full payment of the principal sum if the due and current interest and collection costs are not paid at the same time.
- 6.5. The Other Party is never authorised to set off that which the Other Party owes to KTBA Compliance Group for any reason.
- 6.6. Objections against the invoiced amount do not suspend the Other Party's payment obligations.
- 6.7. If the Other Party is in default or fails to fulfil the Other Party's obligations (in due time), all reasonable costs made for acquiring the payment out of court shall be borne by the Other Party. The out-of-court costs are calculated on the basis of the customary Dutch practice regarding collection costs. However, if KTBA Compliance Group has incurred higher costs for collection than were reasonably necessary, the actually incurred costs will qualify for compensation. Any incurred legal and enforcement costs will also be recovered from the Other Party. The Other Party also owes interest on the due collection costs.
- 6.8. If KTBA Compliance Group is involved in a seizure, dispute or proceedings between the Other Party and a third party, the Other Party will fully reimburse KTBA Compliance Group for any costs arising from it incurred by KTBA Compliance Group (such as legal assistance fees). All remaining exceptional costs incurred by KTBA Compliance Group arising from the relationship with the Other Party will be borne by the Other Party insofar reasonable.
- 6.9. KTBA Compliance Group is always authorised to

request an advance payment from the Other Party before KTBA Compliance Group starts to deliver any performance. KTBA Compliance Group is authorised to suspend the execution of all KTBA Compliance Group's work until the Other Party has made an advance payment.

7. Guarantees, inspection and complaints, time limit

- 7.1. The Other Party should submit a complaint, in writing or by email, within eight days, at the latest, of the execution of work concerning which the Other Party is of the opinion that it has not been executed adequately or if the Other Party has otherwise received a faulty performance from KTBA Compliance Group. If the Other Party only discovers the complaint after that period, the Other Party should inform KTBA Compliance Group of the complaint without delay.
- 7.2. If it has been established that a delivered performance is faulty and a complaint has been submitted in due time, KTBA Compliance Group shall execute the work or performance again within a reasonable period, or, if executing the work or performance is not reasonably possible, the decision of which is in the discretion of KTBA Compliance Group, the work or performance in question will not be charged to the Other Party. If KTBA Compliance Group executes the work or the performance again, the Other Party is obliged to return everything KTBA Compliance Group has supplied to the Other Party within the context of the faulty performance and to grant KTBA Compliance Group the ownership of it, unless KTBA Compliance Group decides otherwise.
- 7.3. If it is established that a complaint was unfounded, the costs arising from it, including the inspection costs, that KTBA Compliance Group has incurred, will be fully charged to the Other Party.
- 7.4. After one year has expired after KTBA Compliance Group has executed all the work KTBA Compliance Group was commissioned to do, at least, after KTBA Compliance Group has stated that KTBA Compliance Group has finished the work, all costs of repair and other work, including administration costs, shipping costs and travel expenses will be charged to the Other Party.
- 7.5. As a departure from the statutory time limits, the time limit on all Other Party's rights, cases and claims against KTBA Compliance Group and third parties called in by KTBA Compliance Group for the execution of the agreement is six months after written notice of a fault or other failure.

8. Liability

- 8.1. If KTBA Compliance Group can be held liable, that liability is always limited to the arrangements of this provision (Article 8, Liability).
- 8.2. KTBA Compliance Group cannot be held liable for damage of any nature caused because KTBA

Compliance Group based the work on incorrect and/or incomplete information supplied by, or on behalf of, the Other Party or faults in materials or equipment provided by the Other Party.

- 8.3. KTBA Compliance Group's liability is in any case always limited to the sum paid out by KTBA Compliance Group's insurance company, as and when necessary increased with KTBA Compliance Group's excess.
- 8.4. KTBA Compliance Group can only be held liable for direct damage. Direct damage is understood to mean the reasonable costs involved in establishing the cause and the scope of the damage, insofar the establishment pertains to damage within the meaning of these Terms and Conditions, any reasonable costs made to adapt KTBA Compliance Group's faulty performance to the agreement insofar that faulty performance can be attributed to KTBA Compliance Group and reasonable costs incurred to prevent or limit damage insofar the Other Party demonstrates that those costs have led to limiting direct damage specified in these General Terms and Conditions.
- 8.5. KTBA Compliance Group's liability for indirect loss, including consequential loss, lost turnover, lost savings and loss incurred following business interruption is excluded.
- 8.6. KTBA Compliance Group cannot be held liable for damage caused by the actions or omissions of third parties involved in the execution of the contract, regardless of whether those third parties were called in by KTBA Compliance Group or the Other Party and regardless of the extent of the seriousness to which the those parties can be blamed in the matter of the appearance of the damage.
- 8.7. If, despite the provisions of this Article, KTBA Compliance Group can be held liable for any kind of damage, KTBA Compliance Group's liability is always be limited to twice the invoice amount for the order and/or work, at least to that part of the order and/or the work to which the liability is related. If the sum of twice the invoice amount of the order and/or work, at least to that part of the order and/or the work to which the liability pertains, is more than EUR 50,000.00, KTBA Compliance Group cannot be obliged to pay more than EUR 50,000.00.
- 8.8. The limitations of the liability included in this Article do not apply if the damage is attributable to wilful conduct or gross negligence on the part of KTBA Compliance Group or KTBA Compliance Group's executive employees. In relation to the third parties in Article 8.6, KTBA Compliance Group may also invoke the limitation of liability if the damage is attributable to wilful conduct or gross negligence of that third party.

9. Indemnification

- 9.1. The Other Party indemnifies KTBA Compliance Group against any claims by third parties who incur damage related to the execution of the agreement, insofar the cause of that damage cannot be attributed to KTBA

Compliance Group.

- 9.2. If KTBA Compliance Group is challenged by third parties for that reason, the Other Party is obliged to assist KTBA Compliance Group both in and out of court and to do all that may be expected of the Other Party without delay, including providing all necessary information and cooperation for contesting the claim introduced or to be introduced by the Other Party. If the Other Party fails to take adequate measures, KTBA Compliance Group is, without requiring a notice of default, authorised to take those measures as KTBA Compliance Group sees fit. All costs and damage incurred on the part of KTBA Compliance Group and third parties shall be borne by, and be the risk of, the Other Party.
- 9.3. If the Other Party is challenged by a third party claiming that the third party has incurred, or is in danger of incurring, damage caused by the items delivered to the Other Party by KTBA Compliance Group or caused by the work done by KTBA Compliance Group, the Other Party shall immediately notify KTBA Compliance Group.

10. Confidentiality

- 10.1. KTBA Compliance Group shall make every effort to maintain confidentiality concerning the contents of the contract, the information supplied by the Other Party and the results of the work done in accordance with the contract. The duty of confidentiality does not apply if and insofar said information and/or results are intended for public disclosure or if KTBA Compliance Group is obliged to disclose that information and/or results pursuant to legal provisions. The duty of confidentiality also does not apply in relation to third parties called in for the execution of the contract. The duty of confidentiality also does not apply insofar the information is generally known or if KTBA Compliance Group was already familiar with it before KTBA Compliance Group started the execution of the work.

11. Transfer prohibition, recruitment of staff supplied by KTBA Compliance Group

- 11.1. The Other Party, the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, persons and/or associations of persons are prohibited from,
 - a) for the term of any agreement concluded between KTBA Compliance Group and the Other Party and
 - b) for a period of one year after the termination of the agreement between KTBA Compliance Group and the Other Party,
 - c) regardless of the reason and cause of the termination of the agreement,to employ persons employed by KTBA Compliance Group or persons left KTBA Compliance Group's employment less than one year prior to the time they were contacted by the Other Party

and/or

- a) otherwise commission them to do work, paid or unpaid, at their companies and/or
 - b) to negotiate with those persons about that.
- 11.2. If the provisions of Article 11.1 are violated, the Other Party will incur an immediately payable fine, which is not subject to judicial mitigation, of EUR 50,000.00 per violation and also EUR 2000.00 for every day the violation continues, with-out prejudice to KTBA Compliance Group's right to claim full compensation for loss and/or the discontinuation of the violation and without prejudice to KTBA Compliance Group's right to claim the fine arranged by contract with the employee.
- 11.3. The Other Party has an obligation to KTBA Compliance Group to inform the Other Party's subsidiaries, group undertakings, participating interests and/or the Other Party's actual or legally affiliated companies, persons and/or associations of persons of the provisions of Article 11.1.
- 11.4. The Other Party is not permitted, without KTBA Compliance Group's specific, written consent, to make the persons who are executing the contract for KTBA Compliance Group available to third parties. If the Other Party supplies staff, with KTBA Compliance Group's written consent, to third parties, the Other Party should ensure that the Other Party registers in the Trade Register that the Other Party's operations (also) include supplying manpower.
- 11.5. If KTBA Compliance Group, for any reason, including a limitation under public law, cannot successfully invoke Article 11.1 of these Terms and Conditions, the Other Party shall owe KTBA Compliance Group a compensation of EUR 50,000.00 for the services provided by KTBA Compliance Group in connection with the supply, recruitment or education of the manpower in question.

12. Applicable law, disputes and evidence

- 12.1. All legal relationships to which KTBA Compliance Group is party are governed exclusively by Dutch law, including if an obligation is executed fully or partially outside the Netherlands or if the party involved in that legal relationship has its residence [registered office] there. The applicability of the Vienna Sales Convention is excluded.
- 12.2. The court of the district in which KTBA Compliance Group has its registered office is, by exclusion, competent to hear disputes, unless the law mandatorily prescribes otherwise. Nonetheless, KTBA Compliance Group has the right to submit the dispute to the court competent by law.
- 12.3. If there exists a difference between the Dutch version and the English version of these terms which is relevant to the interpretation of these terms (part A to G), the Dutch meaning will prevail above the English meaning. For the explanation of the intention of the parties, the Dutch version always prevails above the English version.