

GENERAL TERMS AND CONDITIONS WEY INTERIM MANAGEMENT BV

ARTICLE 1 Applicability

- 1.1 All quotations made by WeY Interim Management BV ('WeY') and all agreements between WeY and its Client are exclusively subject to these general terms and conditions.
- 1.2 The applicability of any terms and conditions of the Client and other sectoral or general terms and conditions is hereby expressly dismissed.
- 1.3 Changes and/or additions to these terms and conditions are only valid if included in writing and signed by both parties.
- 1.4 A Client with whom a contract was concluded once under the present terms and conditions, agrees to the applicability of these terms and conditions in respect of subsequent agreements between him and WeY, unless deviating terms and conditions have been agreed on in accordance with article 16.1.

ARTICLE 2 Offers/Assignments

- 2.1 All offers made by WeY in the form of quotations, proposals, estimates, work plans and similar specifications, as well as the stated related prices and conditions are considered an invitation to make an offer and cannot bind WeY. WeY is only bound if it accepts in writing the assignment that the Client gives following such an offer.
- 2.2 Assignments and acceptance of offers by the Client are considered irrevocable.
- 2.3 Cancellation by the Client of an assignment given by him may only take place with the written permission of WeY. If WeY agrees to the cancellation the Client owes it compensation for all expenses incurred by WeY up until the time of cancellation, as to be indicated by WeY, as well as compensation for idle hours for the relevant employees of WeY who would have been deployed for the cancelled assignment, which compensation will, regardless of the time of cancellation, be set at the amount that would have been charged for the employees in question during two months. The calculation of this idle time compensation will be based on full (full-time) deployment of the employees in question.

- 2.4 Planned appointments, including appointments made orally, can be rescheduled by the client at no cost up to two weeks prior to the appointment, provided that WeY is informed of this in writing. The Client owes the income that WeY lost, consisting of the amount that the client would have been charged if the appointment had taken place, in case appointments are rescheduled less than two weeks before the planned date, as well as in case appointments do not take place, regardless of the underlying reasons for the rescheduling or for the appointment not taking place. Such compensation is not owed if, in the reasonable opinion of WeY, it has become plausible that there is a case of illness on the part of the client.

ARTICLE 3 Obligations WeY

- 3.1 WeY will endeavour to perform the agreed work ('the work') for the Client to the best of its knowledge and ability in accordance with the requirements of good professional practice. The work will be described in the quotation prepared by WeY, the proposal or the project plan and/or the confirmation of the assignment prepared by WeY, as well as in any changes thereof, which changes are subject to article 16.1. WeY is only bound to the most recent version of a document in which the work is described and not to any preceding document, unless the most recent version describes which stipulations from a preceding document remain in effect.
- 3.2 WeY will ensure that its employees, in performing work within the company of the Client, act in accordance with the Client's applicable work and company rules, to the extent that these do not unnecessarily obstruct the progress of the work, at WeY's sole discretion.

ARTICLE 4 Cooperation Client

- 4.1 The Client will provide all reasonable cooperation to the performance of the work, and will cooperate in a constructive manner to the completion of the procedures agreed on with WeY within the agreed periods.
- 4.2 The Client will provide WeY with all data that is necessary and useful for the performance of the work, whether or not at the request of WeY, and will always do so in good time. The Client warrants the correctness of this data.
- 4.3 The Client will, in connection with the performance of the work, comply with the



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periods and procedures agreed on with WeY.

- 4.4 The Client will ensure that the employees of WeY will be given the access that is necessary for the performance of the work to sites and buildings, and to the relevant equipment, relevant data files and other information from the Client and will provide them, as far as relevant, with the passes and suchlike that are necessary for that purpose, as well as with accompanying instructions.
- 4.5 The Client will provide the employees of WeY with the required office space and facilities and will inform them of the Client's applicable work and company rules.

ARTICLE 5 Performance work

- 5.1 The work to be performed by WeY will be performed during business days (not being Saturdays and Sundays and generally recognised Dutch holidays) and within normal working hours (from 08.30 – 17.30 hours). At the request of the Client work may be performed outside regular working hours. In such case WeY is entitled to add a surcharge, in conformity with the rates specified in the quotation.
- 5.2 WeY is entitled to, under its responsibility, engage third parties for the performance of the work, after having informed the Client of this.
- 5.3 For the performance of the work WeY will deploy employee(s) of WeY who are sufficiently qualified to perform the work.
- 5.4 If an employee who has been deployed by WeY to perform the work is not able to perform this work during a period of at least one (1) month, for whichever reason and at the sole discretion of WeY, this counts as force majeure for WeY and in such case article 15 of these terms and conditions applies. The liability of WeY is excluded in such a case, and the Client only has the right to request WeY to make every effort to replace this employee as soon as possible with a replacement who is sufficiently qualified. The Client does not owe any payment for the work that was not performed on the basis of this paragraph.
- 5.5 WeY has the right, after consulting the Client, to replace deployed employees with replacements who are sufficiently qualified, unless the parties have agreed differently in accordance with article 16.1.

- 5.6 If a period has been agreed on within which the work must be performed, this period is only approximate. If WeY exceeds this period this does not result in a failure of WeY in the performance of its obligations and does not result in any liability of WeY vis-à-vis the Client for damage, of whichever nature, and does not give the Client the right to rescind the agreement or to suspend any obligation arising from that agreement and/or these terms and conditions. If there is a risk that a period may be exceeded, the parties will discuss this with each other as soon as possible.
- 5.7 If WeY performs work at or for the benefit of third parties on the orders of the Client, the Client indemnifies WeY and its employees against all claims of third parties in connection with the performance of the work, including claims on account of the performance of work without a permit required by the authorities for that purpose.

ARTICLE 6 Project management and project administration

- 6.1 In case of a project in which WeY will have a project management role, the parties may agree on a Projects Master Agreement on the basis of the model agreement used by WeY.

ARTICLE 7 Interim management

- 7.1 In case of Interim management the parties will agree on an Interim management Agreement on the basis of the model agreement used by WeY.

ARTICLE 8 Duration and termination

- 8.1 An agreement concluded between the parties for the performance of work for a definite period or in connection with a specific project may only be terminated in accordance with article 8.3.
- 8.2 Agreements for an indefinite period may be terminated at all times and without a right to compensation arising between the parties, by means of a registered letter and subject to a notice period of three months, unless the parties have agreed on a different notice period in accordance with article 16.1. In case of a valid termination in accordance with the stipulations of this paragraph no right to compensation arises between the parties.
- 8.3 Both parties have the right to rescind the agreement with immediate effect and without judicial intervention being



required by means of a written notification thereof to the other party, in case:

- a. the other party has been granted a suspension of payments, it has filed for its own bankruptcy or insolvent liquidation or it has been declared bankrupt or insolvent or has otherwise lost control over its assets;
 - b. the other party, due to force majeure, was not able to comply with its obligations during a period of three months, or it is certain that the situation of force majeure will last longer than three months. This right to terminate the agreement lapses in case, before it is made use of, the obligation whose performance was temporarily obstructed due to the situation of force majeure, is complied with;
 - c. the other party does not comply with any essential obligation from these terms and conditions and/or the agreement and after having been given notice of default in that respect does not comply with the obligation within thirty days.
- 8.4 All amounts that the Client owes WeY for the work performed by WeY prior to the rescission of the agreement, remain due in full and become immediately due and payable at the time of rescission, without prejudice to all other rights that WeY has on account of the agreement or these terms and conditions.
- 8.5 In case of termination of an agreement the stipulations of article 8.4, 8.5, 9 (Rates and payment, 11 (Liability), 12 (Confidentiality), 13.1 (Intellectual property), 15 (Employees), 16 (Force majeure), 17 (Miscellaneous stipulations) and 18 (Applicable law and disputes) continue to apply in full.

ARTICLE 9 Rates and payment

- 9.1 Unless otherwise agreed, the price that WeY charges the Client for the work is calculated on the basis of the number of days worked at the rates for its employees as they apply at the time at which the agreement in question is concluded, plus the surcharges, as referred to in article 5.1. Expenses incurred, on the instructions of the Client, related to materials and equipment that employees of WeY or employees of the Client use for the performance of the work, as well as expenses otherwise incurred by

employees of WeY, including travel and subsistence expenses, as well as secretarial expenses, will be charged separately to the Client and will be charged in full. The Client is obliged to pay these expenses. All rates and prices are exclusive of the owed turnover taxes and other government taxes and levies. The Client is obliged to pay these taxes and levies.

- 9.2 The Client will pay WeY an advance within five business days after an assignment or Project appendix is signed, in the amount of the amount specified in the assignment or Project appendix in question. Furthermore, WeY has the right to require payment in advance, or provision of security for payment, and is entitled to not commence or to suspend the work, until such payment in advance is received and/or the security has been provided.
- 9.3 WeY will inform the Client in advance concerning the rates that it will charge per employee. WeY is entitled to modify the rates to be charged for an employee, and the rates for other expenses, including travel and subsistence expenses:
- a. in case the employee in question is deployed for another position or job category at WeY, or for the performance of the work for the Client, in respect of which a different rate applies; as well as
 - b. three months after notification of an intended modification by WeY.
- 9.4 If a cost estimate ('budget' or 'fixed budget') has been made for the performance of the work, WeY will notify the Client in advance in case it is reasonably expected that this budget is at risk of being exceeded or that it will be exceeded. Agreeing on a budget in no way entails a guarantee that a specific result will be achieved for the agreed amount.
- 9.5 The registration of worked days takes place by means of time sheets that are kept by WeY's employees.
- 9.6 WeY will invoice at least once per month unless otherwise agreed in accordance with article 17.1. At the request of the Client, WeY will itemise the invoice. Invoices must, unless otherwise agreed in accordance with article 17.1 or unless otherwise arising from these terms and conditions, be paid without reduction within thirty days of the invoice date. If this payment term is exceeded the Client is immediately in default, without any



notice of default being required, and the Client will owe interest on the outstanding amount, which interest will be equivalent to the applicable statutory interest, with a part of a month being considered a full month.

- 9.7 In case of late payment WeY is entitled, after having given the Client notice of default in that respect, to cease, or suspend, its work in connection with the relevant agreement or (any) other agreement(s) with the Client, without this resulting in any liability of WeY for the consequences thereof. WeY is entitled at all times to require payment in advance or prior provision of security, in which case the Client will have to comply with this.
- 9.8 Payment will take place without offset or suspension on whichever basis, except if an arbitral or court decision definitively determines that the Client is entitled to an offset or a right of suspension.
- 9.9 If the Client does not comply with any payment obligation vis-à-vis WeY, the Client is obliged to reimburse WeY for all related extrajudicial and judicial expenses incurred by or on behalf of WeY, including reasonable expenses for legal assistance, whether in legal proceedings or not, without prejudice to all other rights that WeY has on account of the agreement or these terms and conditions. The extrajudicial expenses are at least €500 (in words: five hundred euros).

ARTICLE 10 Complaints

- 10.1 Complaints pertaining to the performed work and/or the invoice amount must be expressed to the Contractor within thirty days of the dispatch date of the documents or information in respect of which the Client makes a complaint, or within thirty days of discovery of the defect, if the Client demonstrates that he reasonably could not have discovered it sooner.
- 10.2 Complaints as referred to in the first paragraph do not suspend the payment obligation of the Client.
- 10.3 In case of a complaint that was made with good reason the Contractor may choose between modification of the charged fee, free improvement or new performance of the rejected work or it may choose that the assignment is not (or no longer) performed, in full or in part, against reimbursement in proportion to the fee already paid by the Client.

ARTICLE 11 Liability

- 11.1 On the basis of the agreement and these terms and conditions WeY has a best efforts obligation to soundly perform the agreed work. As such, WeY is not liable for any goal or result, stated explicitly or implicitly, not being achieved.
- 11.2 In case of attributable failures in the performance of the work WeY is only liable vis-à-vis the Client for direct damage. Under no circumstances will the liability of WeY result in payment of a higher amount of compensation than the amount that WeY is paid by its liability insurer in the case in question.
- 11.3 Under no circumstances is WeY liable vis-à-vis the Client for any indirect damage, including in any case any loss of profits and/or consequential losses, and damage on account of foregone profits of whichever nature and whichever form. Furthermore, WeY is not liable under any circumstances for damage due to delays, damage due to loss of data, damage to computer software, damage on account of failures to meet delivery dates as a result of changed circumstances, and damage as a result of the provision of inadequate cooperation, information or materials by the Client.
- 11.4 Under no circumstances is WeY liable vis-à-vis the Client for damage arising from or connected with the use (or inability to use) by the Client of software and/or equipment.
- 11.5 In case of a wrongful act of WeY or of its employees or subordinates for which WeY can legally be held liable, WeY is only liable for compensation of damage due to death or bodily injury and of other damage, to the extent that such liability is established definitively in an arbitral or court decision. In such cases the compensation will under no circumstances be higher per event causing damage, with a series of related events being considered one event, than the amount that WeY is paid by its liability insurer in the case in question.
- 11.6 Neither WeY nor its employees are liable for damage of whichever nature that third parties suffer as a result of or in connection with the performance of work for the Client by WeY. The Client indemnifies WeY and its employees against claims by third parties in that



respect. The Client will never hold employees of WeY liable.

- 11.7 The liability restrictions in these terms and conditions do not apply to the extent that the damage in question was caused through wilful misconduct or gross negligence by WeY or its company management.
- 11.8 Each claim of the Client against WeY lapses after twelve months have passed since such claim arose. Each claim for compensation arises at the time at which the damage occurs, or, in case of damage that cannot be discovered immediately, at the time at which the damage, in the opinion of WeY, could have been discovered for the first time.
- 11.9 Employees of WeY may rely on all defences that can be derived from this article vis-à-vis the Client, as if they themselves were party to the agreement between WeY and the Client.

ARTICLE 12 Confidentiality

- 12.1 The parties are bound to keep confidential everything that they learn on account of their relationship in respect of the other party (such as software, data files, assignments, business details, prices, quotations, reports and advice), unless the data is publicly known or the other party has explicitly stated that the data is not required to be kept confidential, or unless one of the parties is obliged to disclose it on account of a statutory regulation. WeY is entitled at all times to use the name of the Client as a reference in connection with (potential) other clients.

ARTICLE 13 Intellectual property

- 13.1 All rights of industrial and intellectual property and all rights that can be equated therewith in respect of works, reports, advice, know-how, methods, systems and suchlike that WeY used and/or developed, whether or not in cooperation with the Client, in connection with the performance of the work for the Client, are vested in WeY.
- 13.2 By paying the invoices related thereto, the Client acquires a non-exclusive, continuous, non-transferrable right to use the copies of works, reports, advice and suchlike that WeY provided, irrespective of their form, internally, without compensation being required for this. The

Client is not allowed to copy such works, reports, advice and suchlike or to make them available to any third party, unless WeY has given its prior written permission to do so.

- 13.3 Know-how, methods, systems and suchlike that are the basis of and/or are used by WeY for the performance of the work, do not fall under the scope of the right of use described in 13.2.

ARTICLE 14 Electronic mail (email and electronic data traffic)

- 14.1 Unless the parties agree otherwise the communication (dispatch and receipt of messages, with or without attachments) between the Client and the Contractor in connection with (the performance of) the Assignment may (also) take place by means of electronic mail. Such communication takes place under the following conditions and stipulations:
- a) The dispatch and receipt of messages by means of electronic mail is exclusively intended for the exchange of information and not for targeted declarations of intention, unless the parties have expressly agreed otherwise;
 - b) A message sent by means of electronic mail will be considered to have been received by the addressee, if the sender (by means of electronic mail) has received a confirmation of receipt of the message by the addressee or if it has otherwise become apparent to him that the addressee has received the message;
 - c) In case of doubt concerning the correctness or completeness of a message received by means of electronic mail, the contents of the message sent by the sender is decisive.

ARTICLE 15 Employees

- 15.1 The parties undertake, during the term of the agreement and up to one (1) year thereafter, not to employ each other's employees or otherwise have such employees perform work for them directly or indirectly, except in case one of the parties has placed a job advert in order to recruit personnel, which an employee of the other party responds to on their own initiative.
- 15.2 The Client indemnifies WeY against any damage and liability as a result of demands and/or claims of employees of



the Client on account of the transfer of an enterprise or of parts thereof, as referred to in Article 663 et seq. of Book 7 of the Dutch Civil Code.

- 15.3 The Client indemnifies WeY against any damage and liability as a result of demands and/or claims of employees of WeY and/or of third parties engaged by WeY in connection with accidents at work and/or dangers in the Client's business, as referred to in Article 658 et seq. and Article 611 et seq. of Book 7 of the Dutch Civil Code.

ARTICLE 16 Force majeure

- 16.1 The one party is not liable vis-à-vis the other party for the non-performance or any failure in the performance of one or more of its obligations under the agreement and/or these terms and conditions if the non-performance of the one party of its obligations is the result of a non-attributable failure ('force majeure'), including strikes. The obligations of the other party that correspond with these obligations of the one party are suspended while the force majeure continues.

ARTICLE 17 Miscellaneous stipulations

- 17.1 The parties are only bound to arrangements concerning the performance of work in addition to these terms and conditions, to the extent that these were recorded in writing and signed by the authorised representatives of both parties.
- 17.2 If one of the parties does not (always) require strict performance of these terms and conditions, this does not mean that the condition(s) in question does/do not apply or that that party loses the right to require the strict performance of these terms and conditions in future cases, whether they are similar or not.
- 17.3 Third parties will not become party to any agreement between WeY and the Client on the basis of a third-party stipulation in these terms and conditions or the agreement. Article 254 paragraph 1 of Book 6 of the Dutch Civil Code therefore does not apply.
- 17.4 None of the parties has the right to transfer its rights and obligations under an agreement and these terms and conditions without the prior written permission of the other party, subject to

the proviso that WeY has the right to assign its rights to payment.

- 17.5 All notifications pertaining to an agreement and these terms and conditions are considered to have been given on the date on which they are delivered by registered post with a confirmation of receipt, postage paid, and were sent to the address specified on the stationery of the receiving party.

- 17.6 The Contractor is entitled to change these General Terms and Conditions. The General Terms and Conditions changed by the Contractor will apply vis-à-vis the Client with effect from thirty (30) days after the Client is notified in writing of the change, unless the Client informs the Contractor in writing within that period that he objects to the change. In the latter case the Client is authorised to terminate the Agreement with effect from the time at which the changed General Terms and Conditions would begin to apply to the Agreement, though only if the change entails a substantial increase in the obligations arising from the Agreement for the Client. The stipulations in article 8.5 apply equally.

- 17.7 If the Client has given timely notification that he objects to the change, without having terminated the Agreement in a duly authorised manner, the unchanged General Terms and Conditions will continue to apply between the parties until the Assignment is completed or the Agreement is terminated, though not longer than six (6) months from the end of the period of thirty (30) days specified above. If the Agreement remains in effect thereafter the changed General Terms and Conditions will apply to it from that time onwards.

ARTICLE 18 Applicable law and disputes

- 18.1 These terms and conditions, all quotations and agreements with WeY, as well as all disputes that may arise in connection therewith, are governed by Dutch law.
- 18.2 Without prejudice to the other stipulations of these terms and conditions or an agreement, the parties will first attempt, should a party so demand, to resolve any disputes that arise by means of a meeting on the management level, to be held within five days of a written request to that end to the other party.



- 18.3 If the meeting referred to is not held within five days of a request to that end to the other party, or does not offer a resolution within two weeks of commencement, each party is entitled to submit the dispute to the Foundation for the Settlement of Automation Disputes in The Hague in accordance with the Arbitration Regulations that are in force at that organisation at that time.

ARTICLE 19 Filing terms and conditions

- 19.1 These terms and conditions may be referred to as General Terms and Conditions WeY Interim Management BV. These terms and conditions are filed with the Chamber of Commerce in Venlo.

Version 2.00, 1 May 2015

