

GENERAL PAYMENT AND DELIVERY CONDITIONS

The DOC B.V., established and having its office in Weert, hereinafter referred to as: "**The DOC**".

Chapter 1 | General part

Article 1 Definitions

In these general terms and conditions the following terms have the following meanings:

- **The DOC** : The user of the general terms and conditions;
- **The Client** : The client to whom The DOC delivers goods and/or services of any kind and under any name to the Client;
- **In writing** : In writing means in writing, including any communication attributable to The DOC or to the Client, which can also be done digitally (e-mail and / or SMS and / or Whatsapp, etc.).

Article 2 Applicability of these conditions

- 2.1 These conditions apply to every offer, every agreement and every legal relationship, as well as the agreements arising from it between The DOC and the Client, insofar as the parties have not deviated from these conditions explicitly and in writing.
- 2.2 These terms and conditions also apply to all agreements with The DOC, for the implementation of which third parties must be involved.
- 2.3 The application of general terms and conditions invoked by the Client is expressly rejected

Article 3 Offers

- 3.1 All offers from The DOC are without engagement, unless agreed otherwise.
- 3.2 The offers made by The DOC are valid for 30 days, unless stated otherwise. The DOC is only bound by offers if the acceptance thereof is confirmed in writing by the Client within 30 days. The prices stated in an offer are exclusive of VAT, unless stated otherwise.
- 3.3 In the event of a package quotation, there is no obligation for The DOC to deliver part of the goods included in the offer at a corresponding part of the stated price, nor does The DOC's offer automatically apply to repeat orders.
- 3.4 Quotations are based on communications/information from The Client. The Client guarantees the correctness of the data. If it appears that the communications/information from the Client were incorrect, The DOC may charge additional costs for the additional work.

Article 4 Realization of the agreement

- 4.1 An agreement is reached when The DOC has received written acceptance of its offer. Acceptance can be done by signing the quotation or by a written confirmation, including the notification from the Client that work can be started.
- 4.2 The DOC reserves the right to consider a request for extension or modification of the content of the agreement as a separate agreement after sending the order confirmation and to invoice it separately. If desired, The DOC can carry out the adjustments or extensions after completion of the original agreement.

Article 5 Price

- 5.1 Unless expressly stated otherwise, the prices issued by The DOC apply:
 - (a) in Euro;
 - (b) excluding VAT;
 - (c) based on minimum quantities used by The DOC;
 - (d) excluding transportation costs;
 - (e) excluding assembly and / or installation;
 - (f) ex works.
- 5.2 If The DOC agrees to a certain price with the Client, The DOC is nevertheless entitled to increase the price if The DOC can demonstrate that significant price changes took place between the moment of offer and delivery with regard to unforeseen circumstances.
- 5.3 If the price increase exceeds 10 %, the Client has the right to dissolve the agreement.



Article 6 Payment

- 6.1 Payment must be made within 30 days of the invoice date in a manner to be indicated by The DOC in the currency in which the invoice was made.
- 6.2 After the expiry of 30 days after the invoice date, the Client is in default by operation of law; from the moment of default on the due amount, the Client owes interest of 1% per month.
- 6.3 In the event of liquidation, bankruptcy or suspension of payment of the Client, the claims of The DOC and the obligations of the Client towards The DOC will become immediately due and payable.
- 6.4 Payment must be made without suspension or setoff. Suspension and / or set-off by the Client are excluded and not allowed.
- 6.5 Payments made by the Client always serve to settle in the first place all interest and costs owed, and in the second place due and payable invoices that have been open the longest, even if the Client states that the payment relates to a later invoice.
- 6.6 If the Client is in default or fails to fulfill one or more of its obligations, all judicial and extrajudicial costs incurred in obtaining payment will be borne by the Client. In any case, the Client owes an amount equal to 15% of the amount due, with a minimum of EUR 250,-.
- 6.7 If The DOC has incurred higher costs, these will also be eligible for reimbursement.

Article 7 Intellectual property

- 7.1 All intellectual property rights related to the services and / or products supplied or made available by The DOC as well as all information provided by The DOC, in whatever form (such as, but not limited to: developed software, websites, data files, equipment, etc.) are owned exclusively by The DOC or its licensors. If and insofar as an intellectual property right arises through the performance of an agreement by The DOC with the Client, all possible rights arising from the creation of this intellectual property right belong exclusively to The DOC.
- 7.2 The Client only obtains a temporary right of use on what has been agreed. This right is non-exclusive, non-transferable, can not be used as collateral and is non-sublicensable, unless otherwise agreed by the parties. If license conditions apply, the Client already accepts these conditions unconditionally. If the license conditions are not accepted, The DOC will be entitled to dissolve the agreement and to charge the costs incurred by it to the Client.
- 7.3 The parties are aware that some (code) licenses / suppliers of The DOC require attribution to be included, for example, but not limited to, a trade name, trademark, name of the author and / or such right. The parties agree that these (mandatory) entries are allowed and may not be removed.
- 7.4 The DOC has the right, unless otherwise agreed, to protect products and / or services against infringement of its intellectual property (for example by a tracking system, encryption or other means of security). The Client is not permitted to (try to) circumvent this security, even if it has been agreed that the intellectual property will be (partly) transferred or shared.
- 7.5 If The DOC is willing or obliged to transfer intellectual property, this will only be done as far as possible within the framework of the licenses and / or user rights given to The DOC. The DOC can only assign other / additional authorities/rights explicitly and in writing to a Client.
- 7.6 If The DOC is willing or obliged to transfer intellectual property, The DOC reserves the right to use and/or operate components of that intellectual property (such as, but not limited to: algorithms, code, protocols, standards, designs, concepts, etc.) without restriction, for example by using the components for similar contracts.
- 7.7 The Client is not permitted, without prior written permission from The DOC, to multiply, or in any way disclose or reveal to third parties any information provided and / or supplied by The DOC.
- 7.8 The Client indemnifies The DOC against any claim by third parties, based on the claim that the intellectual property provided by the Client (such as , but not limited to: software, equipment, data files , standards, designs, concepts, protocols, code , etc.) infringe on her rights.
- 7.9 The Client is not permitted to make any changes of any kind to the software supplied or made available, unless prior written permission has been obtained from The DOC and / or its licensor.



Article 8 Obligations of the Client

- 8.1 The Client ensures that all information provided by it is correct and is provided on time. The Client is responsible for the correctness of the communications made by it (for example, in drawings, images, catalogs, websites, advertising material, standards specifically prescribed for the Client, for example security, etc.). If the Client makes incorrect statements in this regard, as a result of which The DOC must incur additional costs for the (ultimately correct) performance of the agreement, this qualifies as additional work that The DOC may invoice separately.
- 8.2 The Client is obligated to keep confidential information of which it knows, or should know, that this information is of a confidential nature, unless the Client is obliged to make this information known to a limited extent on the basis of a court decision or the law to the competent authorities. In any case, the code and software provided qualifies as confidential.
- 8.3 During the term of the agreement and up to one year thereafter, the Client will not be allowed to let The DOC employees work for the Client, unless The DOC has given written permission for this. Written permission can be accompanied by a reasonable fee due to investment costs of The DOC.
- 8.4 The Client is obliged to give The DOC the opportunity to have the product or service adapted, if this is necessary for the continuation of the agreement for The DOC (for example, in case of loss of license).
- 8.5 If necessary for continuation and / or of the agreement, the Client will always respond in time to requests or (interim) delivery moments.
- 8.6 In principle, the Client is responsible for the use of a delivered service and / or product. This includes the settings and the way in which results are used.
- 8.7 The Client guarantees that the persons engaged by it who supervise the execution of a project on its behalf are authorized to represent the Client. If parts of the execution of the agreement require permission from the board of the Client, The DOC may assume that the persons engaged by the Client can grant that permission.

Article 9 Obligations of The DOC

- 9.1 The DOC ensures that the goods delivered are free of design-, material- and workmanship flaws during a period of three months after delivery.
- 9.2 The warranty does not apply in the following situations:
 - (a) if the Client has used the product contrary to the (information provided with) instructions of use as given by The DOC, by other improper use or by not correctly following instructions;
 - (b) if the Client independently and without prior consultation with The DOC makes changes or repairs or has repairs done;
 - (c) if the Client does not maintain the item properly.
- 9.3 The DOC can choose to replace the item if repair is inconvenient for The DOC. The Client is only entitled to replacement by The DOC if repair by The DOC of the item is not possible.
- 9.4 If the warranty concerns a product that has been produced by a third party, the warranty is limited to the warranty given by the third party.
- 9.5 If The DOC has shown or provided a model, sample or example, this is presumed to have been shown or provided by way of indication only: the qualities of the goods to be delivered may deviate from the sample, model or example, unless The DOC explicitly stated that the product would be delivered in accordance with the sample, model or example shown or provided.

Article 10 Delivery of products and services (Goods)

- 10.1 Unless otherwise agreed, delivery takes place ex factory. When as a delivery condition, one of the ICC Incoterms has been agreed to, the at the time of concluding the agreement applicable ICC Incoterms will apply.
- 10.2 If and insofar as The DOC arranges delivery, the Client is obliged to purchase the purchased goods at the time they are delivered or at the time when they are made available in accordance with the agreement.
- 10.3 If the Client refuses to take or accept delivery or fails to provide information or instructions necessary for the delivery, the goods will be stored at the risk of the Client. The Client in this case will be due any additional costs, including in storage costs.



- 10.4 Delivery times specified by The DOC are always approximate and are never strict deadlines.
- 10.5 The delivery time specified by The DOC will only start after all the necessary information is in its possession.
- 10.6 In the event of late delivery, the Client must declare The DOC to be in default in writing and set The DOC a reasonable term to fulfill its obligations. The DOC can deliver sold goods in parts. This applies even if a partial delivery has no independent value. If the goods are delivered in parts, The DOC is authorized to invoice each part separately.
- 10.7 The characteristics of the services to be provided are specified in the Service Level Agreement (SLA) and in the concluded agreement.
- 10.8 If the agreement has been entered into with regard to a specific person, The DOC is entitled to replace this person with an equally suitable person.
- 10.9 If the goods to be delivered in the Netherlands must be or are to be used outside the Netherlands, The DOC is not responsible for the goods to be delivered complying with the technical requirements, standards and / or regulations set by laws or regulations of the country where the goods must be or are used. This does not apply if, when concluding the agreement, the use abroad has been reported and all necessary information and specifications have been submitted.
- 10.10 All other technical requirements imposed by the Client on the goods to be delivered and which deviate from the normal applicable requirements must be explicitly reported by the Client before concluding the agreement. If these deviating technical requirements entail extra costs compared to the offer already made by The DOC, The DOC reserves the right to adjust the earlier offer within reason with due observance of the deviating technical requirements.
- 10.11 Delivery of services and / or goods, such as Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service (PaaS), is personal and is not transferable, unless parties explicitly agree that the service will be transferred to a third party. Transferring is only possible after written consent of The DOC. If it appears that several parties use one account, The DOC is entitled to charge multiple accounts to the Client.
- 10.12 The DOC may temporarily disable these services for maintenance and will endeavor to ensure that this does not take longer than necessary.

Article 11 Retention of title

- 11.1 All goods and intellectual property delivered by The DOC, insofar as it is expressly agreed that the intellectual property will be transferred, remain the property of The DOC until the Client has fulfilled all the obligations under all agreements concluded with The DOC.
- 11.2 Goods and intellectual property supplied by The DOC, which fall under the retention of title pursuant to paragraph 1, may only be resold in the context of normal business operations and may never be used as a means of payment.
- 11.3 The Client is not authorized to use the goods falling under the retention of title as collateral of any kind or to encumber the goods in any other way.
- 11.4 Client gives unconditional and irrevocable consent to The DOC or to a by The DOC designated third party, whenever The DOC wants to exercise her rights, to enter all those places where the property of The DOC is and to take all goods present with goods of The DOC.
- 11.5 If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to inform The DOC as soon as may reasonably be expected.
- 11.6 The Client undertakes to adequately insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

Article 12 Security, privacy and confidentiality

- 12.1 If The DOC is obliged under the agreement to apply security measures, those measures meet the agreed specifications. The DOC does not guarantee that security measures are efficient and / or effective and / or meet the legal requirements that apply to (security of) specific types of information. If the Client is legally obliged to meet a certain minimum standard of security, it is up to the Client to inform The DOC correctly. The DOC is only obliged to provide additional security if this has been explicitly and expressly agreed.
- 12.2 Specifications related to security can be agreed upon between parties, such as security lists to regulate inbound and outbound traffic and regulate access based on IP number/address.



- If not agreed in advance, the inclusion and implementation of security measures qualifies as additional work.
- 12.3 The DOC collects personal data of employees of Clients that is necessary to enter into and maintain a business relationship, to agree to, prepare and execute orders, to inform about the services and opportunities and to be able to meet to the applicable laws and regulations (www.thedoc.nl/privacystatement).
- 12.4 Insofar as the Client processes personal data through the services of The DOC, the Client indemnifies The DOC against claims from persons who claim legal rights and against any legal action by a third party in this context.
- 12.5 All information and data that is exchanged between parties in the context of the agreement or of which the parties become aware, including software, preparatory material and trade secrets, will be treated as confidential by the other party for the duration of the agreement as well as thereafter for the duration of five years. Parties undertake to not disclose or reveal to third parties such information and data during the aforementioned periods without Written consent of the other Party, except to the extent they are obligated to do so under any statutory provision or court order. Parties will oblige their personnel and other persons involved to comply with this confidentiality obligation.
- 12.6 Neither party shall mention the agreement in publications or advertisements of the agreement without the prior written permission of the other party, whereby both parties undertake to comply with any reasonable request from the other party.

Article 13 Duration, termination and cancellation

- 13.1 Dissolution of an agreement concluded between the parties is only possible if the Client immediately and duly declares The DOC in writing in default, whereby a reasonable period is set for remedying the shortcoming, and The DOC is also attributable to falling short in the fulfillment of its obligations after that period. The notice of default must contain as detailed a description as possible of the shortcoming, so that The DOC is able to respond adequately. The aforementioned reasonable period is at least two weeks.
- 13.2 A fixed-term agreement cannot be canceled prematurely. Premature dissolution of an fixed-term agreement is only possible if there is a serious shortcoming in the fulfillment of the agreement by The DOC, that can not be remedied and The DOC has not been able to remedy it within a reasonable period of time, which depends on the circumstances of the case, although which period will at least be four weeks after the notification. In the event of the aforementioned dissolution, the Client will in any case owe the invoices for the services already provided. In case of cancellation, the Client owes the invoices of the services already provided, as well as the amounts due for the remaining term of the agreement, including investments and termination of the long-term relationship that The DOC has in mind when agreeing to the terms of the agreement. Under no circumstances is the Client allowed to suspend the payment obligation.
- 13.3 An agreement for an indefinite period can be terminated by both parties with a notice period of three months with a minimum term of one year, unless the agreement ends by completion. If the agreement ends by completion, the Client has to pay the invoices of the services already provided and the amounts that would be payable if the agreement was finished by completion, including investments and termination of the long-term relationship that The DOC has in mind when agreeing to the terms of the agreement.
- 13.4 An agreement between The DOC and the Client can be dissolved immediately in the following cases:
- (a) if circumstances become known to The DOC after the conclusion of the agreement that give The DOC good grounds to fear that the Client will not (be able to) meet its obligations;
 - (b) if The DOC has requested the Client when concluding the agreement to provide security for the fulfillment of its obligations and this security is not provided or is insufficient, despite summons;
 - (c) if the other party has been declared bankrupt or has applied for a suspension of payment.
- 13.5 If The DOC bases the cancellation on one or more of these grounds, this does not lead to any liability of The DOC for damage that the Client suffers as a result. The DOC retains the right to claim damages and/or payment of outstanding invoices. As a result of the cancellation, any claims are due and payable immediately.



- 13.6 If circumstances arise with regard to persons and / or materials that The DOC uses or regularly uses for the execution of the agreement, which are of such a nature that the execution of the agreement is impossible or so objectionable and / or if it becomes disproportionately expensive that fulfillment of/compliance with the agreement can no longer reasonably be required, The DOC is entitled to dissolve the agreement.

Article 14 Liability

- 14.1 The DOC will endeavor to perform the agreed work to the best of its knowledge and ability in accordance with the requirements of good workmanship, all this in accordance with what may be expected in the context of the contractual obligations of The DOC.
- 14.2 The Client guarantees that the data made available to The DOC is correct and complete. The DOC is not liable for damages caused by incomplete or incorrect information provided by or on behalf of the Client.
- 14.3 The total liability of The DOC due to an attributable shortcoming in the fulfillment of the agreement is limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that agreement (excluding VAT). If the agreement is mainly a continuing performance contract with a term of more than one year, the stipulated price is set at the total of the fees (excluding VAT) stipulated for one year. In no case will the total compensation for direct damage amount to more than EUR 1,000,000 (one million euros), where the maximum amount is the amount that The DOC's insurance pays out. Direct damage is exclusively defined as:
- (a) the reasonable costs the Client would incur to have The DOC's performance conform to the agreement. However, this damage will not be compensated if the Client has dissolved the agreement;
 - (b) the costs reasonably incurred by the Client to keep its old system or systems operational for a longer period of time and related facilities due to the fact that The DOC did not deliver on a binding delivery date, reduced by any savings resulting from the delayed delivery;
 - (c) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these conditions;
 - (d) reasonable costs incurred to prevent or limit damage, to the extent Client demonstrates that those costs have resulted in limitation of direct damage within the meaning of these Terms.
- 14.4 The total liability of The DOC for damage due to death or bodily injury or for material damage to items will in no case exceed EUR 1,000.000 (one million euros) per event, whereby a series of related events counts as one event, where the maximum is the amount paid out by The DOC's insurance.
- 14.5 Liability of The DOC for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption, is completely excluded.
- 14.6 Outside of the cases referred to in Article 14, paragraphs 3 and 4, The DOC is not liable for damage, regardless of the ground on which an action for damage would be based.
- 14.7 Any liability of The DOC due to an attributable shortcoming in the fulfillment of an agreement can only arise if the Client immediately and properly declares The DOC in default, whereby a reasonable period of time will be given to remedy the shortcoming, and The DOC also after that period remains attributable in the fulfillment of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that The DOC is able to respond adequately.
- 14.8 A condition for any right to compensation to arise is that the Client reports the damage in writing to The DOC as soon as possible after it has arisen. If the damage is not reported in time, the liability lapses.
- 14.9 The Client indemnifies The DOC against all claims from third parties due to product liability as a result of a defect in a product or system supplied by the Client to a third party, which also consisted of equipment, software or other materials supplied by The DOC, except if and insofar as the Client proves that the damage was caused by that equipment, software or other materials.



Article 15 Defects; complaint term

- 15.1 The Client must examine the products upon delivery or the services provided within 5 days after delivery, or sooner if possible, and have the condition of the items or the state of the services provided checked. The Client has to check if the delivered goods and/or services comply with the agreement, namely:
- (a) whether the correct goods and / or services have been delivered;
 - (b) whether the delivered goods correspond in quantity to what has been agreed by the parties; and
 - (c) whether the delivered goods meet the agreed quality requirements or, if these are not included, the requirements that may be set for normal use and / or commercial purposes.
- 15.2 If visible defects or shortcomings are observed, the Client must report these to The DOC in writing within 5 days of delivery.
- 15.3 The Client must report non-visible defects in writing to The DOC within 5 days after discovery, but no later than 3 months after delivery.
- 15.4 If the Client does not complain in time or properly, it is deemed to have accepted the goods in a good condition, as agreed, and to have approved the delivered performance/quality.
- 15.5 Even if the Client makes a complaint in time, its obligation to pay and accept made orders will remain. The Client never has the right to suspend the fulfillment of its obligations.

Article 16 Force majeure and unforeseen circumstances

- 16.1 Unforeseen circumstances in these general terms and conditions mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or not provided for in the agreement concluded between the parties, over which The DOC has no influence, but through which The DOC is unable to meet its obligations, including strikes in The DOC's business and unexpected legislative changes. In the event of unforeseen circumstances, parties should consult to discuss changes to the agreement. If execution of the agreement becomes impossible due to unforeseen circumstances, The DOC is not liable for any resulting damage.
- 16.2 Force majeure in these general terms and conditions means circumstances that make fulfillment by The DOC (temporarily) impossible. During force majeure, delivery and other obligations of The DOC are suspended. If the period in which fulfillment of the obligations by The DOC is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement, without there being an obligation to pay compensation in that case.
- 16.3 If The DOC has already partially fulfilled its obligations upon commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the Client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

Article 17 Dispute resolution

- 17.1 In the event of a dispute, the parties will first consult with each other to investigate whether a solution can be found. If the parties have not been able to settle the dispute amicably, the judge in the location of The DOC has exclusive jurisdiction to hear disputes. The DOC is allowed to subpoena the Client before the competent court according to law.

Article 18 Applicable law

- 18.1 Dutch law applies to every agreement between The DOC and the Client.

Article 19 Changes and location of the conditions

- 19.1 The most recent version of the general terms and conditions can be found on the website of The DOC (www.thedoc.nl).



Chapter 2 | Secondment conditions

The following part of these conditions applies to all agreements whereby The DOC makes personnel available to its Client in any way whatsoever. If and insofar as the provisions in this part deviate from the provisions in the above general part of these conditions, the provisions in this part take precedence. For the rest, the following provisions can only be regarded as additions to what is provided in the general part of these conditions. If and insofar as a specific subject has not been dealt with in this special part, reference is made to the above general part.

Article 20 Definitions

- 20.1 In these secondment conditions the following terms have the following meanings:
- **The DOC:** de gebruiker van de algemene voorwaarden;
 - **The Client:** a counterparty who acts in the course of a profession or business;
 - **Secondment:** the provision of personnel by The DOC to the Client in order to work under the supervision, responsibility and direction of the Client;
 - **Agreement / Work Order Provision of Personnel:** the agreement concluded between the parties for the provision of personnel by The DOC to the Client;
 - **Personnel:** the personnel to be engaged by The DOC for the fulfillment of the agreement, who work directly or indirectly at The DOC, hired out employees and / or auxiliary persons;
 - **Working days:** calendar days, except weekends and generally recognized public holidays.

Article 21 Subject and nature of services

- 21.1 The personnel will perform the activities as laid down in the agreement under the conditions as stipulated in these secondment conditions.
- 21.2 Orders for the provision of personnel will be in effect by acceptance (signature) of the Agreement (Work Order Posting Personnel).
- 21.3 The results of the work are at the risk of the Client.

Article 22 Duration (supplement)

- 22.1 The agreement will be entered into for the duration as stated in the agreement. The assignment is entered into for a definite or indefinite period, as described in the general part of these conditions.
- 22.2 Extension of the duration of the performance of services will take effect by signing a new agreement. If an agreement of a definite period is tacitly continued, this will be done on equal terms and under equal rates, with due observance of an annual percentage increase, as described in Article 24.5.

Article 23 Replacement of Personnel and leave

- 23.1 The DOC may replace personnel, temporarily or permanently. The hourly rates applicable to the original Personnel will not be increased upon replacement. The same persons will be deployed as much as possible to ensure continuity.
- 23.2 If personnel of The DOC is unable to perform work for which they have been deployed for more than 10 working days due to illness or accident, The DOC will replace the personnel.
- 23.3 With every replacement of personnel, replacement personnel will be made available that in terms of expertise, level of education and experience is of at least the same level as the originally deployed personnel. In case of replacement, the parties will determine the duration of the training time in joint consultation. The training time of replacement personnel will be for the account of The DOC for a maximum of one month, unless agreed otherwise.
- 23.4 The DOC is only entitled to interrupt the posting in connection with personnel leave after prior consultation with the Client.
- 23.5 The DOC is entitled to use the services of third parties in the performance of an agreement, either by subcontracting or by temporarily hiring personnel.



Article 24 Fees

- 24.1 The DOC will charge fees for the services to be performed to the Client on the basis of subsequent calculation in accordance with the hourly rate specified in the agreement, unless a fixed price has been agreed.
- 24.2 The following hourly rate increases apply to overtime hours that are performed outside the working hours stated in the agreement, if and insofar as not otherwise provided by law or regulation:
- Monday to Friday 6 pm - midnight + 25%;
 - Tuesday to Friday 00.00 - 08.00 + 50%;
 - Saturday 00.00 - 24.00 + 100%;
 - Sunday 00.00 - 24.00 + 100%;
 - Monday 00.00 - 08.00 + 100%;
 - public holidays 00.00 - 24.00 + 200%;
 - day after public holiday 00.00 - 08.00 + 200%.
- 24.3 The agreed rates are always in Euro and are exclusive of turnover tax (VAT).
- 24.4 The rates include normal travel costs for commuting. Travel hours are not regarded as hours spent. Costs for trips to be undertaken in the context of the services to locations other than the offices of the Client or The DOC (referred to in the agreement under "Fees" as "Other trips"), will be charged separately, according to prior agreement between the parties and recorded arrangements.
- 24.5 If invoicing is based on subsequent calculation, The DOC is entitled to adjust its rates annually on the basis of the development of the price level related to comparable market developments and the development of the CBS index during the term of the agreement. The DOC will inform the Client in time about changes to the rates.

Article 25 Agreement and project management

- 25.1 The agreement will include:
- (a) the qualifications of the personnel to be made available;
 - (b) the duration of the posting;
 - (c) the nature of the work;
 - (d) the location of the work;
 - (e) the times of the work;
 - (f) which party is responsible for the project management and who has been appointed as project leader for the duration of the execution of the agreement.
- 25.2 During the assignment, the personnel will carry out the assigned work under the direction and responsibility of the designated project leader.
- 25.3 In the agreement, each of the parties will appoint a contact person who will act as the point of contact for the other party with regard to the fulfillment of the agreement/assignment.
- 25.4 Changes to the parts of the agreement referred to in paragraph 1 sub c and d are possible, but only after written consent from The DOC. If changing the location and / or activities leads to demonstrably higher costs and / or delay for The DOC, The DOC is entitled to reimburse these costs.

Article 26 Timesheets and working hours

- 26.1 The personnel will, where necessary, state the number of hours worked in job sheets, which must be initiated by the Client. The project leader is responsible for compliance with the procedures established by the parties with regard to these job sheets.
- 26.2 The Client guarantees that the working hours and working hours meet the legal requirements and that the working hours do not exceed the agreed times. Insofar as these working hours are exceeded, the Client is obliged to report this. Reporting by Personnel with a copy to the Client is also sufficient.



Article 27 Billing

- 27.1 The DOC will invoice the Client monthly for the services provided on the basis of the working hours (where necessary) signed by the Client. If no job sheets are used, The DOC will invoice on the basis of subsequent calculation, on the basis of the sheets provided by the Personnel, including overtime.
In that case it is up to the Client to prove any inaccuracy in the job sheets. The responsibility for job sheets lies with the Client.
- 27.2 Unless otherwise agreed, payment must be made in cash and without discount or setoff, or by means of deposit or transfer to a bank or giro account to be indicated by The DOC within 30 days of the invoice date.
- 27.3 If the Client cannot agree with an invoice from The DOC, the Client must lodge a written and motivated objection with The DOC within 5 days of receipt of the invoice.
- 27.4 Disputes by the Client against an invoice do not suspend the obligation to pay.

Article 28 Confidentiality (supplement)

- 28.1 All information and data exchanged between parties under the agreement or information that becomes known to the parties, including software, preparation material and trade secrets will be treated as confidential by the other party during the term of the agreement and beyond for the duration of five years. Parties undertake to keep, hold and not make known to third parties such information and data during the aforementioned period without Written consent of the other party, except to the extent that they are held under any legal provision to do so. Parties will obligate their personnel and other persons involved to comply with this confidentiality obligation.
- 28.2 Neither party shall mention the agreement in publications or advertisements without prior written permission from the other party, whereby both parties undertake to comply with any reasonable request from the other party.

Article 29 No hiring of Personnel (or of permanent employees of The DOC) during the agreement and conditions of recruitment after posting

- 29.1 During the term of the agreement, the Client will not enter into an employment relationship for itself, through and / or for third parties, with personnel made available to the Client by The DOC without the written permission of The DOC (hired employees or permanent employees (office staff, account managers or other positions) that work directly or indirectly at The DOC). This provision also applies if a person is made available by The DOC that is not employed by The DOC.
- 29.2 If during the agreement, without written permission from The DOC, the Client directly enters into an employer employee relationship for himself with Personnel or permanent staff of The DOC, through and / or for third parties, the Client will be immediately due and payable to The DOC a penalty, not subject to mitigation, of 150% of the client rate, with a minimum of 25,000 euros.
- 29.3 The Client is entitled to enter into an employment contract (directly or indirectly, including indirectly insofar as the director or shareholder of the Client is also a director or shareholder of another legal entity) with Personnel or staff of The DOC after the posting of personnel, but only in compliance with this article 29.
- 29.4 If the Client wishes to enter into an employment contract (directly or indirectly) with Personnel of The DOC within two years of the posting, it will notify The DOC as soon as is reasonably possible.
- 29.5 If the Client enters into an employment contract (directly or indirectly) with Personnel of The DOC within two years after the posting, the Client owes per employee in connection with the costs of recruiting and selecting the employee, also taking into account the investments of The DOC, including internal coaching and training, an amount of 25,000 euros to The DOC.



Article 30 **User liability, liability and safety (supplement)**

- 30.1 The DOC pays all taxes and social security contributions for her Personnel. If and insofar as one or more disputes arise in this regard, the Client is obliged to authorize The DOC to communicate about it with the competent authorities or the employee in question, to make settlements and / or to sue.
- 30.2 The DOC is not liable for the results produced by The DOC Personnel under the supervision, instruction and direction of the Client.
- 30.3 If the work is not carried out at The DOC 's office, the Client is responsible and liable for the welfare of the Personnel and indemnifies The DOC against claims in this regard. The Client is obliged to comply with all requirements of the Working Conditions Act (Arbeidsomstandighedenwet). The Client is obliged to take measures and provide instructions to prevent personnel from suffering damage.
- 30.4 If personnel suffers damage and on the basis of art. 7:658 paragraph 4 BW is entitled to damage, the Client reimburses this damage to The DOC as well as the costs reasonably incurred by The DOC, such as legal costs.

Article 31 **Intellectual property (supplement)**

- 31.1 The agreement does not serve to transfer any intellectual property rights. All intellectual property rights remain with the party that brings them in for the fulfillment of the agreement. The DOC provides the Client with a non-exclusive right to use what has been specifically developed for the Client in the context of the fulfillment of the agreement.

Article 32 **Privacy and retention obligation (supplement)**

- 32.1 Personal data of personnel will be exchanged between parties. Parties are obliged to process this data in accordance with the General Data Protection Regulation and the corresponding Implementation Act (Uitvoeringswet Algemene Verordening Gegevensbescherming). The parties are not obliged to provide each other with information the sharing whereof would violate the aforementioned regulations.
- 32.2 Both parties qualify as controllers, unless agreed otherwise. Unless agreed otherwise, the parties will conclude a processing agreement in order to agree on a correct division of tasks.
- 32.3 The privacy statement of The DOC applies to processing of personal data by The DOC.
- 32.4 If the identity of personnel has to be established on the basis of applicable law (for example, Foreigners' Employment Act/Wet arbeid vreemdelingen), the Client will be obliged to determine the identity and whether the personnel is entitled to perform work, unless The DOC has made explicit statements in this regard.
- 32.5 Parties agree to retain personal data no longer than a retention period in which they have a reasonable interest or there is a legal obligation.

Article 33 **Applicability**

- 33.1 The general terms and conditions of delivery of The DOC apply to the Agreement / Work Order Provision of Personnel. In the event of a conflict the conditions of the following documents apply respectively: firstly, the terms expressly agreed between the parties in the Agreement / Work Assignment for Personnel, secondly, the terms of the chapter secondment and lastly, the general terms and conditions of delivery.

- End of document -

