

GENERAL PURCHASE TERMS AND CONDITIONS

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Introduction

SQuare BV operates a business that, whether or not on a turn-key basis, realizes the direction for the realization of new concepts in the area of live communications / experience projects, e.g. trade marks, artists, events, exhibitions, congresses and interior projects. All activities are performed both in the Netherlands and abroad.

SQuare BV adopted the following purchase terms and conditions, hereinafter referred to as: the 'General Purchase Terms and Conditions'. They are applicable to any and all offers issued by third parties at the request of SQuare BV and to any and all agreements to be concluded by SQuare BV for the Delivery of Goods and/or Services.

Clause 1 Definitions

1. For the purpose of these general terms and conditions the terms and expressions used below are defined as follows:

- a) Client: the private corporation with limited liability with legal personality under Dutch law SQuare BV and/or one of its related legal persons, as (fellow) user of these General Purchase Terms and Conditions.
- b) Supplier: the other party of the Client as well as staff of the Supplier and a Third Party (Third Parties) hired by the Supplier during the implementation of the Agreement.
- c) Parties: the Client and the Supplier.
- d) Agreement: obligatory obligation creating a multilateral legal act between the Client and the Supplier comprising consensus ad idem of the Parties regarding the Delivery of Goods and/or the performance of Services for the benefit of the Client. The General Purchase Terms and Conditions always form an inextricable part of the Agreement.
- e) Delivery: putting one or more Goods into the possession respectively bringing one or more Goods under the control of the Client and the potential installation / assembly of one or more Goods and/or the performance and the completion of the stipulated Services.
- f) Goods: the tangible objects to be delivered by the Supplier for the benefit of the Client.
- g) Services: the activities to be performed by the Supplier for the benefit of the Client.
- h) Third Party: a person hired by the Supplier for (a part of) the implementation of the Agreement.

Clause 2 Applicability

1. These general terms and conditions are applicable to the conclusion and the content of and the compliance with any and all agreements concluded by and between the Supplier and SQuare BV and related services to which SQuare BV declared these general terms and conditions applicable.
2. These general terms and conditions are also applicable to any and all agreements concluded with SQuare BV for the implementation of which third parties must be hired.
3. The Supplier with whom contracting took place once on the basis of the present terms and conditions accepts the applicability of these General Purchase Terms and Conditions to any and all potential future Agreements by and between the Supplier and the Client.
4. The Client has the possibility of changing these General Purchase Terms and Conditions. The changes take effect thirty days after the Client has notified the Supplier of the changes in writing. Changes are not applicable to then pending agreements / contracts.
5. Applicability of potential general terms and conditions of the Supplier is expressly rejected and they are not applicable to the Agreement. The Supplier can only rely on different and/or supplementary stipulations and/or its own terms and conditions if and to the extent that they were expressly accepted by the Client in writing.

Clause 3 Validity of offer and conclusion of agreement

1. An offer of a prospective Supplier is irrevocable during a period of sixty days after the offer has reached the Client, unless a different period is expressly stipulated by and between the Parties in writing. In case of a bid the period takes effect on the day that the bid closes.
2. The Agreement is concluded when the Client accepts an offer of the Supplier by means of an order. If the order was sent after conclusion of the period as intended in subclause 1 or if it deviates from the offer on one or more subordinate points then the Agreement is concluded in accordance with the order, unless the Supplier rejects the said order in writing within fourteen days.
3. If the Supplier did not make an offer then the Agreement is concluded when the Client

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places an order and the Supplier accepts the same within fourteen days.

4. The Client is always authorized to cancel the order free of charge up to the moment of implementation of the order by the Supplier.

Clause 4 Changes / Contract extras and reductions

1. The Client is authorized to change an order placed by the same free of charge after the conclusion of the Agreement provided that it notifies the Supplier of its relevant request in writing within a reasonable period after the conclusion of the Agreement. A unilaterally implemented change of the Supplier, following by a Delivery, is not qualified as a Delivery in accordance with the Agreement.

2. In case of potential delivery problems of back orders the Supplier shall forthwith notify the Client accordingly. If it becomes apparent that the Supplier is not able to deliver within the stipulated period then the Client shall be free to at the expense of the Supplier purchase the Goods and/or Services to be delivered from third parties.

3. Contract extras can only be charged to the Client by the Supplier if and to the extent that the Client gave prior written consent to the same.

4. In case of contract reductions the Client shall not be held to pay the full price that was stipulated by the Parties. The latter applies regardless of the fact whether the contract reductions can or cannot be allocated to the Client.

5. If and to the extent that during the period of the present contract the scope or content of the contract changes substantially then SQUARE BV shall be held to make the necessary changes in the project and SQUARE BV shall always be entitled to adjust the scope of the contract awarded to the supplier / contractor to the changed circumstances.

Clause 5 Transfer of rights and obligations

1. The Supplier can only transfer (a part of) its obligations on account of the Agreement to a Third Party with prior written consent of the Client in the course of which the implementation of the Agreement shall remain at the risk and expense of the Supplier. Conditions can be imposed on the said consent. If the Client gives the aforementioned consent then the Supplier shall always be held to see to it that the Third Party respects and complies with the obligations in pursuance of the Agreement.

2. In case of a transfer to a Third Party of (a part of) the obligations of the Supplier pursuant to the Agreement, the Supplier shall be held to inform the Client what securities were provided for the payment of the statutorily mandatory turnover tax, payroll tax and national insurance contributions.

3. In case of outsourcing to a Third Party the Supplier remains, pursuant to the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act, responsible for any and all statutory claims deriving from the agreement.

Clause 6 Price and price revision

1. The stipulated price includes any and all costs that are incurred in connection with the ordered Goods and/or Services up to and including the Delivery. The price excludes (the statutorily payable) turnover tax.

2. The stipulated price cannot be changed in the interim, unless the Parties stipulated otherwise in writing.

3. The Supplier is held to honor prices and offers established by the same in pricelists, circular letters, advertisements, order confirmations, offers etc. vis-à-vis the Client, unless the Client agrees with a deviation from the said prices and offers.

Clause 7 Billing and payment

1. Billing of Services shall take place during the term of the Agreement by means of an itemized and proper invoice provided with the project number and documents, which is submitted to the Client by the Supplier, unless stipulated otherwise in writing.

2. Billing of Goods takes place after the Delivery of the Goods by the Supplier has taken place and it has been approved by the Client, unless stipulated otherwise in writing.

3. The Client pays the price plus VAT within 30 (thirty) days after receipt of the relevant invoice, unless stipulated otherwise in writing.

4. The Client is authorized to postpone the payment until the Supplier has complied fully with its obligations deriving from or otherwise related to this Agreement.

5. The Client is authorized to set the amount of the invoice off against amounts, whether or not conditional or exigible, that the Client can claim from the Supplier.

6. Payments by the Client can expressly not be interpreted as a waiver of a right to claim compliance, rescission and/or compensation.

7. Payment releases the Client from each and every obligation deriving from the relevant

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Agreement and cannot be qualified by the Supplier as payment of any other claim vis-à-vis the Client alleged by the Supplier.

8. Invoices that do not comply with the requirements imposed in this clause are returned without being processed.

Clause 8 Advance

1. If the Parties stipulated that the Client shall pay an advance on the price then the Client shall do this within 30 (thirty) days after receipt of the relevant invoice, unless stipulated otherwise in writing. Every time after receipt of an invoice from the Supplier a corresponding part of the advance is settled, regardless of the fact whether the claim for payment of the price was transferred to a third party.

2. If the Delivery of the Goods and/or Services, deriving from the Agreement, did not take place within the stipulated period, at the stipulated location, then the Supplier is liable to pay the statutory interest within the meaning of section 119a of Book 6 of the Dutch Civil Code on the advance of the Client in respect of the period that the failure to comply continues, regardless of the fact whether the failure to comply can be allocated to the Supplier.

Clause 9 Delivery

1. Unless stipulated otherwise in writing, the Delivery takes place in accordance with the instructions given by the Client at the location(s) mentioned in the order confirmations or the Agreement.

2. The Supplier warrants, without prejudice to the provisions set forth in section 17 of Book 7 of the Dutch Civil Code, that the goods to be delivered are of a good quality, were manufactured of reliable materials and are free from design and manufacturing errors, are in conformity with the description, model or sample and correspond with the agreement in terms of quantity, dimensions and weight and comply with the statutory requirements and other official provisions applicable at the time of delivery. If a warranty period was stipulated by and between the Parties then this can never be interpreted in such manner that this could limit our existing rights in pursuance of Dutch law following expiry of the warranty period.

3. Potential certificates, attestations, packing lists, instruction booklets, spare parts lists and maintenance rules and the like pertain to the delivery and must be delivered simultaneously or earlier. Failing the same we can suspend

the payment until the same is in our possession.

4. The stipulated delivery date is fatal. In case of an overstepping of the same the Supplier is immediately, without any notice of default being required, in default.

5. The Client is entitled to postpone the Delivery. As the occasion arises the Supplier shall store the Goods in a properly packed, separate and recognizable manner and shall also preserve, secure and insure the same.

Clause 10 Compliance and rescission

1 If and to the extent that the Supplier does not comply with, or not in a timely fashion or not properly, an obligation deriving from or otherwise related to the Agreement the Client shall have the following options:

a) either give the Supplier the opportunity to still comply with its obligations within a period established by the Client;

b) or rescind the Agreement either in whole or in part, at the discretion of the Client, by means of a written notice, without any prior notice of default being required. If the Supplier does not comply with, or not properly, the period imposed under a) then the Client is also entitled to rescind the Agreement either in whole or in part by means of a written notice.

2. The provisions set forth in clause 10.1 do not affect the right of the Client to, pursuant to clause 11 of these General Purchase Terms and Conditions, or by law, claim full compensation for any and all damages and costs deriving from the failing, late or improper compliance by the Supplier.

3. The Client is authorized to rescind the Agreement either in whole or in part without any notice of default or judicial intervention being required and the Supplier shall be liable to pay full damages in case of:

a) suspension of payment of the Supplier;

b) bankruptcy of the Supplier;

c) attachment imposed on (a part of) the business assets of the Supplier or Goods;

d) discontinuation or liquidation of the business of the Supplier;

e) provision of a benefit by the Supplier to a person who is part of the business of the Client;

f) occurrence of a circumstance that causes reasonable doubt at the Client regarding the continuity of compliance by the Supplier with its obligations vis-à-vis the Client. As the occasion arises the Supplier shall be liable to pay full damages in accordance with the provisions set forth in clause 11.

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4. If the Supplier is prevented from (partly) complying with the Agreement at the stipulated date and time of delivery as a result of force majeure then the Client is authorized to rescind the Agreement either in whole or for the part that was not implemented, without any notice of default or judicial intervention being required.

5. In case of rescission of (a part of) the Agreement by the Client, the Client shall be authorized to retain the (delivered) Goods and/or Services, together with the thereto-pertaining and thereto-designated materials, or to claim release of the same and to complete (have completed) the same at the expense of the Supplier.

6. In case of rescission of (a part of) the Agreement by the Client, the Client shall not be held to pay any compensation vis-à-vis the Supplier.

7. Without prejudice to the right to claim compensation and the other statutory rights, in case of an imputable shortcoming of the Supplier the Client is also authorized to collect the statutory commercial interest as of the day of the default.

8. Any and all damages or disadvantages by any name whatsoever on the part of the Client deriving from application of this clause can be charged to the Contractor and can be set off against amounts potentially payable by the Client. The relevant claims vis-à-vis the Contractor are – potentially after having reasonably been estimated by the Client on an advance basis with sufficient margin for the benefit of the Client – immediately exigible.

Clause 11 Warranty

1. The Delivery of the Goods and/or Services must be fully in accordance with the provisions set forth in the Agreement and the (potentially) thereto-pertaining specification(s) and with conditions that can be deemed to belong to the same.

2. The Supplier warrants that the delivered performances comply with any and all relevant legislation and regulations regarding (however not exclusively) quality, safety, health and the environment.

3. The Supplier warrants that the Goods are fully complete and ready for use. The Supplier ensures that (inter alia) any and all parts, auxiliary materials, auxiliary pieces, tools, spare parts and instruction booklets that are required for the realization of the objective specified by the Client are also delivered, also if the said objective is not expressly mentioned in the Agreement. Instruction

booklets and other literature must be written in the Dutch and/or the English language. The Client is free to use obtained documentation, including the reproduction of the same for personal use.

4. If a warranty period is stipulated in the Agreement then this refers to the period within which the Supplier shall in case of a Delivery of inferior Goods and/or Services, regardless of the cause of the defect, at the discretion of the Client provide for repayment, repair of the defects and/or new delivery of the Goods and/or Services.

5. If a warranty period is not stipulated in the Agreement then a warranty period of two years applies.

6. A warranty period does not affect the potential liability of the Supplier after expiry of the warranty period, unless the defect of the Delivery can be blamed on the Client.

7. If after Delivery the Goods and/or Services do, according to the Client, not comply with the stipulated requirements then the Client shall reject the Goods and/or Services and forthwith notify the Supplier accordingly in writing. In these kinds of situations the Client is entitled to:

a) return (have returned) the inferior Goods to the Supplier in the course of which its payment obligation in respect of the relevant Goods and/or Services shall expire; or

b) return (have returned) the inferior Goods to the Supplier and require a new delivery of the relevant Goods and/or Services from the Supplier; or

c) require repair of the inferior Goods and/or Services from the Supplier. The provisions set forth under a) up to and including c) take place at the risk and expense of the Supplier. The thus rejected Goods remain the property of the Supplier or the title of the same immediately transfers to the Supplier at the moment of dispatch of the notice of rejection and are as of the said moment again fully at the risk and expense of the same.

8. If the Supplier does not comply with its warranty obligation then the Client is entitled to have the repair, replacement or alternative Services performed by a third party at the risk and expense of the Supplier, to the extent that this is reasonable.

9. The Supplier warrants that it can make further deliveries for the period stipulated in the Agreement of any and all parts required for the delivered Goods. If the Parties do not agree on a period then the Supplier warrants that it can make further deliveries for a period

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of at least 5 (five) years after Delivery of any and all parts for the delivered Goods.

Clause 12 Inspection and check

1. The Client is always authorized to inspect (have inspected) and/or check (have checked) the Goods and/or Services, regardless of the location where the Goods and/or Services are located.
2. On demand the Supplier shall provide the Client or its representative access to its premises and buildings. The Supplier lends its cooperation in the inspection and/or check free of charge.
3. If an inspection and/or check as intended in the present clause cannot take place at the proposed time through a fault of the Supplier or if an inspection and/or check need to be repeated then the costs deriving from the same shall be at the expense of the Supplier.
4. An inspection and/or check of the Goods and/or Services by the Client shall never result in any acknowledgement by the Client of the reliability of the Goods and/or Services to be delivered and shall not release the Supplier from any relevant liability.

Clause 13 Intellectual property and copyrights

1. Any and all intellectual property rights that exist, arise or are realized within the framework of the Goods and/or Services that the Supplier manufactures for the benefit of the Client in pursuance of the Agreement shall be vested in the Client. Intellectual property rights are understood as, inter alia, any and all worldwide copyrights, related rights, personality rights, trademark rights, figurative mark rights, model rights, database rights and (claims to) patent rights that are vested on the ideas, designs, communications expressions and any and all other objects and products that qualify for intellectual property. Where required the Supplier hereby already transfers the said rights to the Client. If further formalities are imposed on the said transfer then the Supplier commits to lend its unconditional cooperation in the performance of the said formalities.
2. In case the Client makes materials, e.g. raw materials, auxiliary materials, tools, drawings, specifications and software, available for the benefit of compliance with its obligations, they shall remain the property of the Client. The Supplier shall keep the said Goods separate from objects that belong to the same or to third parties. The Supplier shall mark these as property of the Client.

3. The Supplier is authorized to use information that was supplied by the Client, however exclusively in connection with the implementation of the Agreement. The information is and remains the complete property of the Client.
4. If damages were inflicted on the materials as intended in the previous two subclauses then the Supplier is held to compensate the Client for the consequently incurred damages.
5. At the moment that materials of the Client, e.g. raw materials, auxiliary materials and software, have been processed in goods of the Supplier a new Good is created of which the title is vested in the Client.
6. The Supplier warrants that potential patent rights, trademark rights, copyrights and other intellectual and industrial property rights of third parties are not infringed. The Supplier indemnifies the Client against potential claims of third parties in connection therewith.

Clause 14 Liability, insurance and statutory obligations

1. The Supplier shall be liable for any and all damages of the Client that are the result of a failure of the Supplier to comply with its obligations deriving from the Agreement as also for any and all damages that are inflicted by the Supplier and/or by (still to be performed) Deliveries of Goods and/or Services on persons and/or goods of the Client or third parties. The Supplier indemnifies the Client against any and all claims in connection therewith, including those of employees of the Client, all barring intent on the part of the Client.
2. The Client shall by no means be liable for bodily harm or intangible damages of the Supplier or damage to or loss or theft of materials, goods or tools of the Supplier that are located at the premises or in the building where the Agreement is implemented, unless there is question of intent on the part of the Client. If the Client is liable for any damages then the said liability shall always be limited to direct damages to Goods and/or persons and the liability shall never extend to consequential damages, including direct trading losses and lost income on the part of the Supplier. Potential liability of the Client shall moreover always be limited to the amount that is paid by the liability insurer of the Client in connection with the relevant damages.
3. The Supplier is held to take out any and all required insurances in accordance with the statutory rules that are applicable in the country where the Goods and/or Services are

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delivered, such to cover the risks on account of this clause in order that the Client can, as the occasion arises, rely on indemnification by the Supplier. On demand of the Client the Supplier is held to provide insight into the relevant policies.

4. The Supplier must see to it that, according to the statutory rules applicable in the country where the Goods and/or Services must be delivered, any and all payments of taxes and national insurance contributions are made, that the correct required statements are available and that any and all other obligations that may apply in the legal, fiscal or national insurance area are met, all in the broadest sense of the word.

Clause 15 Title and transfer of risk

1. The Goods and/or Services are up to the moment that the Delivery is completed at the risk and expense of the Supplier.
2. The title of the Goods transfers to the Client as soon as the Delivery of the Goods has taken place at the location(s) designated by the Client and in conformity with the relevantly applicable delivery and purchase protocols.

Clause 16 Reputation, confidentiality and prohibition on disclosure

1. The Parties see to it that they shall not prejudice each other's reputation and each other's objectives and interests.
2. The Supplier shall observe confidentiality with regard to any and all information, documentation and data, etc., collectively referred to as: 'Information', that are related to the Client or that were received from the Client. The Supplier shall handle any and all Information obtained directly and/or indirectly from the Client confidentially and shall not use the said Information for purposes other than the implementation of the Agreement. The Supplier shall not make the said Information available to third parties, barring if and to the extent that this is required for the implementation of the Agreement and the Client gave written consent to this. The Supplier warrants that employees and auxiliary persons and advisers (hired or to be hired by the Supplier) shall observe the same confidentiality.
3. The Supplier is not allowed to use the name of the Client in publications, advertisements or in any other way, unless the Supplier has received written consent from the Client for this.
4. Barring if and to the extent that this is statutorily required, the Supplier shall without

prior written consent of the Client not supply any Information to the press or make any public statements or otherwise supply Information with regard to the content of this Agreement.

5. In case of a violation of the provisions set forth in the previous subclauses of the present clause the Supplier forfeits an immediately claimable penalty that is not subject to (judicial) moderation of € 1,000.00 (one thousand euros) per violation and also per day for as long as the violation continues, without prejudice to the other rights of the Client. The amount of the penalty is without costs on demand of the Client immediately paid by the Supplier. The Client can set the penalty payable to the same off against payments, on any account whatsoever, that it is liable to pay to the Supplier.

6. The provisions set forth in this clause remain in full force and effect up to five years after the end of the Agreement.

Clause 17 Transportation

1. The transportation of goods takes place at the risk and expense of the Supplier and always takes place on the basis of DDP.
2. The Supplier shall be liable for damages to or loss of goods caused during the loading, the transportation and/or the unloading as also for damages resulting from insufficient packaging.
3. The Supplier must take out sufficient insurance against risks during the transportation.
4. Loading and unloading outside of our normal working hours can only take place with our prior approval. The Supplier must inform its carrier accordingly.
5. The Client is always entitled to return (have returned) (transportation) packaging materials at the risk and expense of the Supplier.

Clause 18 Packaging

1. In case of Delivery on location the Supplier is responsible for the processing respectively the destruction of (transportation) packaging materials.
2. In case of Delivery at the warehouse of the Client the delivered Goods must be stored in the original (transportation) packaging materials.
3. If packaging materials are processed or destroyed by the Client at the request of the Supplier then this shall take place at the risk and expense of the Supplier.

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4. The Client is always entitled to return (have returned) (transportation) packaging materials at the risk and expense of the Supplier.
5. Return packaging must clearly be marked (qualified) as such by the Supplier.

Clause 19 Safety, health and the environment

1. The Supplier observes all applicable legislation and regulations regarding safety, health and the environment.
2. Potential internal rules, regulations and instructions of the Client in the area of safety, health and the environment must be followed by the Supplier. A copy of the said internal rules, regulations and instructions shall on demand forthwith be made available to the Supplier by the Client.

Clause 20 Staff

1. For the purpose of this clause staff is understood as employees of the Supplier who are deployed by the Supplier for the implementation of (a part of) this Agreement. Deployed staff also includes the Third Party (Third Parties) hired by the Supplier.
2. Staff deployed by the Supplier must be in possession of the required professional knowledge, diplomas and certificates. The Parties further establish potential conditions, where required, in the Agreement.
3. The Supplier sees to it that the activities established in the Agreement continue in case of sickness, vacation or absence pursuant to any other reason of the Supplier and/or the staff deployed by the Supplier.
4. The Supplier sees to it that sufficient staff is always deployed for the performance of (additional) activities.
5. The Supplier declares to be familiar with the potential internal rules, regulations and instructions of the Client and of Third Parties potentially hired by the Client for the implementation of the Agreement. A copy of these potential internal rules, regulations and instructions is on demand forthwith made available to the Supplier by the Client. The Supplier commits, and warrants, that deployed staff accepted the said internal rules, regulations and instructions.
6. During the stay at the premises and/or in the building where the Agreement is implemented the Supplier and the deployed staff of the Supplier must:
 - a) follow any and all rules in the area of safety and the environment given by the security and/or functionaries of the Client;
 - b) if so requested by the security staff and/or

functionaries of the Client provide proof of their identity;

- c) take any and all potential precautionary measures to avoid bodily harm of persons and/or damage to goods.

In case of non-compliance with instructions and/or (safety) rules by deployed staff of the Supplier the costs and/or damages deriving from the same are charged to the Supplier and the Client can deny the staff deployed by the Supplier access to the premises and/or the building of the Client.

7. In case of objections of the Client regarding the conduct of staff deployed by the Supplier, the Client is expressly entitled to reject staff and the Supplier shall immediately provide for replacement, without charging any additional costs.

8. If staff of the Supplier is guilty of theft, destruction or unauthorized use of properties of the Client or of the customer that the Agreement is related to then the relevant person is with immediate effect denied further stay in and access to the building. In addition, the Client shall file an official report with the police.

Clause 21 Building and premises

1. The Supplier must, before commencing the implementation of the Agreement, ascertain itself of the circumstances at the premises and/or in the building where the activities must be carried out. The Supplier sees to it that its presence at the premises and in the building does not hinder the uninterrupted progress of the activities of the Client and third parties.
2. Costs of delay in the implementation due to the circumstances at the premises and in the building where the Agreement is implemented are at the risk and expense of the Supplier, unless the latter can justly rely on force majeure.

Clause 22 Vicarious tax and hirer's liability

1. To avoid vicarious tax and hirer's liability in pursuance of the applicable legislation, the Client is authorized to, after relevant notification to the Supplier, transfer the (turnover and payroll) tax part and/or the national insurance contributions of every invoice to a G account opened or to be opened by the Supplier. If a G account is not available then the Client can effectuate payment of the invoice (partly) through direct remittance to the account of the Dutch Tax Authorities and/or the welfare administration service, stating a reference to be provided by the Supplier. If and to the extent that the

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Supplier is addressed pursuant to the Dutch Collection of State Taxes Act or pursuant to the Dutch Social Security (Coordination) Act or pursuant to any future legislation in this area then the Supplier shall not recover from the Client.

2. In addition to the provisions set forth above in clause 22.1 the Supplier is held to supply any and all relevant information and data to the Client. The Supplier indemnifies the Client against and shall fully compensate the same for any and all claims of the fiscal and/or welfare authorities and/or Third Parties in relation to taxes, national insurance contributions and fines and interest imposed in connection with the implementation of the present Agreement.

3. If the Client is held liable pursuant to the statutory rules of the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act or pursuant to the rules regarding hiring of labor or otherwise for national insurance contributions and taxes payable by the Supplier and/or third parties as a result of the Agreement then the Client shall always be entitled to withhold the amount payable pursuant to the said legislation from every amount payable to the Supplier and/or third parties in order to pay the said amounts directly to the relevant authorities. Payment of the said amounts to the relevant authorities releases the Client from payment vis-à-vis the Supplier and/or third parties.

Clause 23 Communication

1. The Parties shall, on demand, supply any and all data required for a proper course of the affairs. The Parties shall enter into discussions in order to discuss the progress and the performance of the activities. Arrangements about the frequency are established by the Parties in the Agreement.

2. The Supplier ensures to always be available in case of contingencies.

Clause 24 Dutch Personal Data Protection Act

1. If the Supplier is a natural person then upon the conclusion of the Agreement, through signature of the same, the Supplier gives the Client consent to include / process the personal data of the Supplier in a (data) file.

Clause 25 Invalidity

1. If and to the extent that a provision from the Agreement appears to be invalid or not (no longer) legally valid then the Agreement

otherwise remains in full force and effect. The Parties shall then enter into discussions about the provisions that are not legally valid with the objective of establishing an alternative provision that is legally valid and that best approaches the scope of the provision to be replaced.

Clause 26 Applicable law and disputes

1. Dutch law is exclusively applicable to the Agreement of which these General Purchase Terms and Conditions are part and to any and all potential supplements to the same as also to any and all disputes deriving from the same. The Vienna Sales Convention is expressly not applicable.

2. The Parties shall make an effort to solve disputes in joint consultation as much as possible.

3. Disputes on account of the Agreement or the implementation thereof that cannot be solved in joint consultation shall exclusively be brought to the cognizance of the competent court of the District Court in 's-Hertogenbosch in the Netherlands.

's-Hertogenbosch, January 2018