

## General terms and conditions

### INNOFUNDING B.V.

#### 1 GENERAL

In these general terms and conditions, the following definitions apply:

1.1 Client: the party that gives the order.

1.2 Contractor: Innofunding B.V. Innofunding B.V. is registered at the Dutch Chamber of Commerce with number 34233849.

1.3 Order a.k.a. Agreement: the agreement of the order in which the contractor binds themselves towards the client to perform activities such as, but not limited by, acquiring subsidies, tax concessions, credits or government contracts.

#### 2 APPLICABILITY

2.1 These general terms and conditions are applicable on all services by contractor to client, except insofar as the contents of these terms and conditions are deviated from the order confirmation.

2.2 The behaviour and professional rules for the contractor are part of the agreement. The client declares to always respect the obligations arising for the contractor towards the order.

2.3 Any general terms and conditions from the client are explicitly rejected by the contractor.

#### 3 REALISATION OF THE AGREEMENT

3.1 The order is formed by these general terms and conditions together with the confirmation of the order and is established at the moment that the order confirmation is signed by both the contractor and client and is received by the contractor. As long as the order confirmation has not been received the contractor withholds the right to deploy its (personnel) capacity elsewhere. The order confirmation is based on the information provided by the client. The order confirmation is deemed to represent the agreement correctly and completely.

3.2 If the order has been provided verbally, or if the order confirmation has not been received, the agreement will be deemed to have been concluded under the applicability of these general terms and conditions at the moment that contractor, at the clients' request, executes the work provided by the agreement.

3.3 The agreement supersedes and replaces all earlier proposals, correspondence, agreements or other communication, in writing and/or spoken.

3.4 The agreement is entered for an indefinite period of time, unless it follows from content, nature or purpose of the grand assignment that it has been entered for a definite period of time.

#### 4 COOPERATION BY CLIENT

4.1 The client must ensure that all information and documents that the contractor reasonably requires for the correct and timely performance of the agreement, are made available to contractor on time and in the form and manner desired by contractor.

4.2 The client will timely inform the contractor about facts and circumstances that may be important in connection with the correct execution of the agreement.

4.3 Unless otherwise ensuring from the nature of the agreement, the client is responsible for the correctness, completeness and reliability of the data and documents made available to contractor, even if these originate via third parties.

#### 5 EXECUTION OF THE ORDER

5.1 All work performed by contractor is carried out to the best of its knowledge and capability in accordance to the requirements of good workmanship. Regarding the intended work there is an obligation of best effort on the part of the contractor, unless explicitly stated otherwise.

5.2 The contractor determines the way and means by which employees or implementers execute the order, while taking into consideration the client's requirements as much as possible. If in the order confirmation a specific employee of the contractor is named, contractor will ensure that such employee remains available for the performance of the work for the entire duration of the agreement. Notwithstanding this, contractor has the right to replace the employee or contractor with client's approval.

5.3 Contractor can perform additional work and charge the client accordingly only if the client has given permission for this in advance. If, however, the contractor is obliged to perform additional work on account of his (legal) duty of care, he is entitled to charge the client for this, also if the client has not explicitly granted his prior consent for performing the additional work.

5.4 Either party may only engage third parties in the performance of the agreement with the prior approval of the other party.

5.5 Subject to article 6 below, the contractor has the right to maintain a work file containing copies of all relevant documents relating to the agreement.

## 6 CONFIDENTIALITY

6.1 Unless any statutory provision, regulations or other (professional) rules provide otherwise, each party will maintain strict confidentiality towards third parties regarding all information obtained from the other party.

6.2 Except with the written consent of the disclosing party, the receiving party is not entitled to use the confidential information for any purpose other than the performance of this agreement.

6.3 All documents, data, samples, dies, tools, drawings and further objects, handed over to contractor by the client, remain the property of the client. They must be treated and kept carefully by the contractor and returned to client after termination of this agreement or on request during the term of the agreement. Contractor is not entitled to retain copies. Contractor herewith waives in advance any lien or right of retention he might have or acquire in the information and objects.

6.4 Contractor and client will impose confidentiality obligations not less strict than those set out in this article on third parties whom they might involve in the performance of this agreement.

6.5 If not deemed to conflict with the provisions of articles 6.1 and 6.2, contractor is entitled to mention in outline the work performed to (potential) customers of contractor and only to illustrate contractors' prior experiences.

## 7 INTELLECTUAL PROPERTY

7.1 Contractor reserves all rights of intellectual property with regards to products which he uses or has used and/or develops and/or has developed in the context of the execution of the agreement, and in respect of which he has the copyrights or other intellectual right to.

7.2 The client is explicitly prohibited from reproducing the products, including computer programs, system designs, working methods, advice, (model) contracts and other spirit products from contractor, in the broadest sense of the word, with or without the involvement of third parties, to reveal and/or exploit. Reproduction and/or disclosure and/or exploitation is only permitted after obtaining written consent from contractor. Client has the right to multiply the written documents for use within his own organisation, insofar as appropriate within the purpose of the agreement.

7.3 Contractor warrants that its services will not infringe the intellectual property rights of third parties. Contractor will hold harmless and indemnify client worldwide against claims arising from the infringement of intellectual property rights of third parties, in connection with the contractor's performance of the agreement.

## 8. HONORARIUM

All rates are exclusive of turnover tax (VAT) and other taxes that may or may not be imposed by the government.

## 9. PAYMENT

9.1 Payment by client must be made without deduction, discount or debt settlement within 30 days of the invoice date. Payment must be made in the currency indicated on the invoice, by means of bank transfer to a bank account designated by contractor. Objections against the amount of the submitted invoices do not suspend the payment obligation of the client.

9.2 On the day of an (advance on a) payment to the client as result of the agreement, a financial benefit is created for the client and as a result an immediately due and payable claim by contractor against the client to the maximum size of the outstanding invoice amount is created.

9.3 In the event that the term referred to in article 9.1 is exceeded, the client is legally in default after having been summoned by contractor at least once to pay within a reasonable period. In that case, the client will owe the statutory interest due from the date on which the invoice sum became due and payable up to the time of payment. In addition, all costs of collection, after client is in default, both judicial and extrajudicial, are charged to the client. The extrajudicial costs have been set on at least 15 percent of the main invoice amount and interest, without prejudice to contractor's right to claim the actual extrajudicial costs that exceed this amount. The judicial costs include the full costs incurred by contractor, even if these exceed the statutory liquidation rate.

9.4 If the financial position and/or the payment behaviour of the client gives rise to believe that full payment might not be met in the opinion of the contractor, the contractor shall be entitled to require the client to provide (additional) securities without delay in a form to be determined by contractor and/or to provide a payment in advance. If the client fails to provide the requested security, contractor shall be entitled, without prejudice to his other rights, to immediately suspend the further execution of the agreement.

## 10 DISPUTES

10.1 Complaints with regard to the work performed and/or the invoice amount must be submitted in writing within 60 days of the date of dispatch of the disputed documents or information to the contractor. Or within 60 days after the discovery of the defect, if the client demonstrates that he cannot reasonably have spotted the defect earlier.

10.2 Complaints as referred to in the first article do not suspend the payment obligation of the client. The client is under no circumstances entitled to postpone payment or refuse payment or other services provided by contractor to which the dispute does not relate to.

10.3 In case of a correctly stated complaint, client has the choice between adjusting the fee charged, a free of charge improvement of the executed work, the renewed performance of the agreement or a total cancellation of the agreement against a refund of the fees already paid by the client.

## 11 TERMS OF DELIVERY

11.1 If the client owes an advance payment or needs to provide the necessary information and/or materials for the execution, then the period in which the work must be carried out does not start until the payment in question has been received in full by contractor or the information and/or materials are made available to contractor.

11.2 The duration of the agreement can be influenced by various factors, such as, but not limited by, the quality of the information provided by the client or the cooperation that is given. The time in which the work must be completed can only be regarded as deadlines if this has been agreed upon in writing.

11.3 The agreement may be terminated by the client due to deadline overruns if the contractor does not perform or execute the agreement within a reasonable period of time after the agreed delivery term.

## 12 CANCELLATION

12.1 The agreement may be terminated by either party via a registered letter without due observance of a notice period. This is only possible when one of the parties is unable to pay its debts or if a curator, administrator or liquidator has been appointed, the other party will make a debt repayment or, for any other reason, ceases its activities or if the other party reasonably considers the emergence of one of the aforementioned circumstances with one party or if a situation arises that justifies immediate termination in the interest of the terminating party.

12.2 From notice of termination by contractor until the definitive termination of the agreement, contractor shall be entitled to compensation for the occupancy loss incurred and to be made plausible on her part as well as for additional costs that contractor reasonably must incur as a result of the early termination of the agreement. Such as costs relating to subcontracting. Unless there are facts and circumstances underlying the cancellation that can be attributed to contractor. If contractor has proceeded to premature termination, the client will be entitled to cooperation by the contractor in the transfer of work to any third party, unless there are facts and circumstances underlying the termination that can be attributed to the client. In all cases of premature termination, the contractor reserves the right to payment of the invoices from work carried out up to that time, results of the work performed up to that time will be made available to the client. Insofar as the contractor entails extra costs, these will be charged to the client.

12.3 Upon termination of the agreement, each of the parties must immediately hand over all goods and documents belonging to the other party in its possession.

## 13 LIABILITY

13.1 Contractor will perform its work to the best of its ability and, in doing so, takes due care, which can be expected from contractor. If an error is made because client has provided incorrect or incomplete information to contractor, contractor shall only be liable for the resulting damages, if the contractor was unable to recognize that such information was incomplete or incorrect.

13.2 The parties shall indemnify and hold each other harmless against third-party claims for damages arising from the indemnifying party's negligence and wilful intent.

13.3 Except for cases of gross negligence, wilful intent, bodily harm or death, either party's liability shall be limited to a maximum of the amount of the fee received by contractor in the context of the relevant agreement.

## 14 CONTRACT TRANSFER

This agreement may not be assigned in whole or part by operation of law, change in control or otherwise, without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld.

## 15 OTHER CLIENTS

The contractor warrants that the conclusion of this agreement does not and will not conflict with any other agreement to which the contractor is a party.

## 16 COMPLIANCE

16.1 The contractor will not and will ensure that any person or entity acting on its behalf will neither (i) offer to pay, pay, promise to pay, or authorize the payment of money or anything of value nor (ii) give or offer any "facilitating" or "grease" payments (i.e. payments given or offered in order to expedite or secure the performance of a routine government action) whether or not those payments may be considered lawful under the applicable anti-bribery laws to any (a) officer, employee or any person acting in an official capacity for or on behalf of a government or an entity owned or controlled by a government, or of a public international organization; or (b) political party or their officials; (c) candidate for a political office ("Public Official") in order to influence any act or decision of the Public Official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business or obtain any other business advantage.

16.2 The contractor understands that these certifications and undertakings are essential to this agreement. The contractor agrees to indemnify the client and hold the client harmless with respect to any liability arising from the contravention of this provision by the contractor. The contractor agrees that, in the event that the client determines that a violation of this provision has occurred, client shall notify the contractor and the contractor shall immediately remedy the violation. In the event that the client determines that the contractor has not remedied the violation, then the client may terminate this Agreement immediately without any liability towards the contractor.

## 17 FORFEITING RIGHTS

Failure to not directly enforce any right or authority by either party shall not affect or limit such party's rights and powers under this agreement. A waiver of any provision or condition in the agreement will only be effective if it has been made in

writing.

#### 18 CONVERSION

In the event that any provision of this agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. The void or unenforceable term will be replaced by a valid or enforceable term that best reflects the intentions of the parties.

#### 19 EXPIRATION

The provisions of this agreement that are expressly or implicitly intended to remain in force after termination of the agreement shall remain in effect and both parties will uphold the resulting rights and obligations.

#### 20 CONFLICTING CLAUSES

If these general terms and conditions and the order confirmation contain mutually conflicting conditions, the conditions included in the order confirmation will apply.

#### 21 APPLICABLE LAW

This agreement is subject to Dutch law.