

GENERAL TERMS AND CONDITIONS

of the private company with limited liability ABiLiTieS B.V.

Contract for professional services

1. Wherever the term 'Assignment' is used below, reference is made to the definition in article 7:400 paragraph 1 of the Dutch Civil Code.

2. An Assignment will be deemed to be concluded between the client (hereinafter the "**Client**" and/or "**Clients**"), including the (indirect) shareholder(s) of the Client on the one side, and the private company with limited liability ABiLiTieS B.V. (hereinafter "**ABiLiTieS**") as the contractor on the other side. This will also apply if it is the Client's explicit or tacit intention to have the Assignment carried out by a specific person. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code will not be applicable. ABiLiTieS and Client will hereinafter also be referred to as "**Parties**".

Applicability

3. These general terms and conditions will form part of all proposals, agreements or Assignments involving the provision of services by ABiLiTieS and of all ensuing and/or related proposals, agreements or Assignments between the Client and ABiLiTieS or their legal successors, as well as of all offers and/or quotations made or given by ABiLiTieS.

4. Any stipulations deviating from these general terms and conditions shall only have effect if and insofar as ABiLiTieS explicitly confirms these in writing to the Client.

5. Should any stipulation forming part of these general terms and conditions or of the agreement between Parties be, or become null, and void, the agreement will otherwise remain in full force and the Parties will liaise in order to agree on the immediate replacement of the said stipulation by a stipulation as close as possible to the purport of the original stipulation.

6. General terms and conditions of the Client (if any) are explicitly declared inapplicable.

7. In case the Client changes its name, merges with another (legal) entity, sells or otherwise transfers its business to another person or (legal) entity or in some other way a legal successor of the addressee ("*rechtsopvolger*") comes into existence, then ABiLiTieS and this legal successor may also appeal to all rights and liabilities under the Assignment against that successor. The coming into existence of a legal successor will not affect the right of ABiLiTieS to appeal to all rights under the Assignment against the Client.

Liability

8. ABiLiTieS will be liable vis-à-vis the Client in the event of failure to execute the Assignment, insofar as this failure consists of failure to provide the care and expertise that may be expected in the performance of the Assignment, subject to the provisions in clause 9.

9. ABiLiTieS will not be liable for any losses suffered by the Client or third parties that result from the provision of incorrect or incomplete data or information by, or on behalf of, the Client to ABiLiTieS, or losses that are otherwise the result of acts or omissions by, or on behalf of, the Client, or losses suffered by the Client or third parties as a result of acts of or omissions by auxiliary staff engaged by ABiLiTieS (not including employees of ABiLiTieS), even if these staff are employed by an organisation affiliated to ABiLiTieS, or for trading losses, indirect losses or consequential damage suffered by the Client or third parties.

10. ABiLiTieS's exclusions from liability set out in clause 9 will not apply insofar as the damage or losses are the result of ABiLiTieS's willful misconduct or gross negligence.

11. Any liability will be limited to the amount paid out in the relevant case under the professional liability insurance taken out by ABiLiTieS.

12. A claim for compensation of damage or loss must be submitted to ABiLiTieS within twelve months of the Client discovering the damage, failing which any rights to compensation will lapse.

13. The Client is obliged to indemnify ABiLiTieS against, and compensate ABiLiTieS, in the event of any claims by third parties – including shareholders, directors, supervisory directors and persons in the service of the Client, as well as affiliated legal persons and companies and others involved in the Client's organisation – arising from or related to the activities of ABiLiTieS for the Client, except insofar as these claims are the result of ABiLiTieS's willful misconduct or gross negligence.

14. The Assignment will be executed exclusively for the Client. Third parties will not be permitted to derive any rights from the contents of the activities performed by ABiLiTieS under the agreement concluded between Parties.

Obligations of the Client

15. In order to ensure that the Assignment is properly executed, the Client will provide ABiLiTieS with all data and information required by ABiLiTieS in the form and manner specified by ABiLiTieS. If the Client fails to comply with this obligation, ABiLiTieS will not be obliged to continue the performance of the Assignment. Any additional costs incurred as a result of the Client's failure to provide the required data or information fully, timely or properly, will be borne by the Client.

16. The Client is obliged to inform ABiLiTieS immediately of any facts or circumstances that may be of importance in connection with the performance of the Assignment by ABiLiTieS.

17. The Client will vouch for the accuracy, completeness and integrity of the data and information provided by or on behalf of the Client to ABiLiTieS.

18. The Client will provide all information required by ABiLiTieS, and in particular the information referred to in the Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme* or “**WWFT**”), which is necessary in order to determine e.g. the Client's identity. The Client may be required to provide updated information from time to time.

19. If the Client informs a third party of the contents of the activities carried out by ABiLiTieS for the Client, the Client should advise the third party that these general terms and conditions will apply and ensure that they are accepted by such third party.

20. The Client will indemnify ABiLiTieS against any claims by third parties, who put forward that they have suffered losses as a result of, or in connection with, activities performed by ABiLiTieS for the Client.

21. Invoices issued by ABiLiTieS will be paid within 14 days of the invoice date, without deduction, suspension or set-off, in the currency of the Netherlands to the bank account of ABiLiTieS as stated in the invoice of ABiLiTieS, failing which the Client will be deemed to be in default and ABiLiTieS will then be entitled to dissolve or terminate the agreement between Parties, without prejudice to her other rights. All judicial or extra-judicial costs related to the collection of invoice payments will be borne by the Client and/or its direct or indirect shareholder(s), with a minimum of € 40 and a maximum of € 6.775 over the amount invoiced. The court costs will not be limited to the costs of the proceedings, but will be entirely for the Client's account if the Client is found to be entirely or largely at fault. In case the payment of the invoice(s) of ABiLiTieS is overdue, legal interest will be calculated by ABiLiTieS over the amount due, and this interest will be charged to the Client who will be responsible for settlement thereof. Furthermore, Client will reimburse the fees of third parties and the expenses made by ABiLiTieS on behalf and/or for the benefit of the Client such as, but not limited to, notarial fees, court fees, courier costs, expenses made by ABiLiTieS in relation to travel by car or train, within 14 days after the date these fees or expenses have been invoiced to the Client.

22. ABiLiTieS may – even during performance of an Assignment – require full or partial payment in advance and/or the provision of security, failing which ABiLiTieS will be entitled to suspend performance of its obligations.

23. In case a joint Assignment has been provided by the Client, all Clients are jointly and severally liable for the payment of the invoiced amount, accrued interest thereupon and any costs related thereto.

24. The Client and ABiLiTieS can terminate the agreement at any time by written notice, with due observance of a reasonable notice period. In case the Client has terminated the agreement prematurely, then ABiLiTieS is entitled to compensation of any losses and costs of any kind that she reasonably has or had to make in view of the premature termination of the agreement. In all cases of termination of the agreement, ABiLiTieS preserves the right to claim payment of declarations, costs and invoices from the Client for services rendered up to the moment of termination of the agreement.

Performance of the Assignment

25. ABiLiTieS will determine the manner in which and by which person or persons the Assignment will be performed, but will take into account, wherever possible, the wishes made known by the Client.

26. Periods within which activities are scheduled to be completed will only be regarded as deadlines if such is agreed in writing. An agreement between Parties may not be dissolved by the Client on the mere ground that a period for completion has been exceeded, unless ABiLiTieS fails to complete the Assignment to which the agreement sees within a reasonable time, or if it is established that ABiLiTieS can never complete the Assignment to which the agreement sees. In such case, termination of the agreement only sees to that part of the agreement that ABiLiTieS cannot complete, or cannot complete within a reasonable time.

Engagement of third parties

27. The choice of a third party to be engaged by ABiLiTieS will, wherever possible and considered reasonable, be made in consultation with the Client and with due care. ABiLiTieS will not be liable for any failure by such third party, unless this is the result of ABiLiTieS's willful misconduct or gross negligence.

28. In case such third party wishes to limit its liability in connection with the performance of an Assignment for the Client, ABiLiTieS will assume and can confirm that all ABiLiTieS's Assignments can be limited in this way.

Intellectual property rights

29. All intellectual properties that ABiLiTieS develops or uses in performance of the Assignment, including advice, procedures, models or other contracts, systems, system designs and computer programs, will accrue to ABiLiTieS, insofar as they have not already been accrued to third parties.

30. Except with ABiLiTieS's prior written consent, the Client will not be allowed, whether on its own or by engaging third parties, to use, reproduce, publish or exploit the said intellectual properties or recordings thereof on data carriers. The foregoing does not affect the provisions of clause 33.

Confidentiality

31. ABiLiTieS undertakes to keep confidential vis-à-vis third parties who are not involved in the execution of the assignment, the data and information provided by or on behalf of the Client. This obligation will not apply insofar as disclosure by ABiLiTieS is required on legal or professional grounds or the Client has discharged ABiLiTieS from the duty of confidentiality. ABiLiTieS will in any event disclose information, if required to do so under the WWFT.

32. ABiLiTieS will be entitled, if it acts for itself in disciplinary, civil or criminal proceedings, to use the data and information provided by or on behalf of the Client, as well as any other data and information of which ABiLiTieS has become aware during the performance of the Assignment, insofar as such data and information may be of importance in ABiLiTieS's reasonable opinion.

33. Except with ABiLiTieS's prior written consent, the Client will not be permitted to disclose or otherwise make available to third parties the contents of advice, opinions or other information provided by ABiLiTieS, whether written or otherwise, except to the extent that such arises directly from the agreement, is done in order to obtain an expert opinion on the relevant activities of ABiLiTieS, the Client is obliged for legal or professional reasons to disclose the information or if the Client acts for itself in disciplinary, civil or criminal proceedings.

Rates

34. The Client will pay a fee to ABiLiTieS and will reimburse expenses incurred. The fee(s) will be calculated in accordance with ABiLiTieS's customary rates, calculation methods and procedures.

35. The fees due to ABiLiTieS will be calculated on the basis of the time spent by ABiLiTieS times the applicable hourly rate of ABiLiTieS.

36. ABiLiTieS will be entitled to unilaterally change its hourly rates and/or its fixed fees, in case such change is reasonable.

General provisions

37. Insofar as not provided for otherwise in these general terms and conditions, any rights on any grounds whatsoever that the Client may have vis-à-vis ABiLiTieS in respect of activities performed by ABiLiTieS will in any event lapse one year from the moment at which the Client became aware of or could reasonably be expected to be aware of the existence of such rights.

38. All agreements between the Client and ABiLiTieS will be solely subject to the law of the Netherlands. The Amsterdam Court will be competent to hear civil disputes, unless the Client and ABiLiTieS jointly opt for a different method of resolving disputes.

39. All costs incurred by ABiLiTieS in connection with judicial proceedings taken against the Client will be borne by the Client, even insofar as these costs exceed the legal order to pay the costs of the proceedings, unless ABiLiTieS is ordered to pay such costs as the unsuccessful party in the proceedings.

40. ABiLiTieS has the right to suspend its services at any time if the Client fails to pay the outstanding invoices of ABiLiTieS. Furthermore, ABiLiTieS has the right to suspend its services if the Client does not provide ABiLiTieS with the information required by Dutch law and regulations, upon request of ABiLiTieS, or when the Client does not provide ABiLiTieS with clear and acceptable assignments.

41. ABiLiTieS can withhold any documents or other possessions if the Client fails to fulfill its obligations or has not satisfied its debts towards ABiLiTieS.

42. ABiLiTieS has the right to resign as the provider of services to the Client without taking into account the notice period as mention in clause 24, in case ABiLiTieS has well founded reasons for this immediate resignation, and hence ABiLiTieS may as such terminate all agreements between the Client and/or third parties which have been appointed by the Client in relation to the provision of services by ABiLiTieS to the Client.

43. These general terms and conditions are also applicable to additional Assignments and subsequent Assignments from Client to ABiLiTieS. Subsequent Assignments will be considered as part of the original Assignment.