



## I. Terms

1. Unless explicitly indicated otherwise, in these general terms and conditions the terms below have the following meanings.

Terms and Conditions: these general terms and conditions

Contractor: Arcturus B.V., with its registered office in Rotterdam, Chamber of Commerce number 24440175, the user of these Terms and Conditions.

Client: the Contractor's counterparty  
Contract: the contract for interim service provision (contract for services)

## II General

1. These Terms and Conditions apply to all legal relationships between the Client and the Contractor, including to each offer and Contract between the Client and a Contractor.
2. Any deviations from the Terms and Conditions will only be valid if they have been explicitly agreed in writing. In the event of conflict between the Terms and Conditions and the Contract, the provisions of the Contract will prevail.
3. Any general terms and conditions applied by the Client will not apply to the Contract and are expressly rejected by the Contractor.
4. The Client may only rely on any deviating and/or supplementary stipulations, if and to the extent that these have been accepted by the Contractor in writing. Such deviating and/or supplementary stipulations will not affect the applicability of the other provisions of the Terms and Conditions and will apply only to the Contract for which they have been explicitly agreed.
5. By accepting the Terms and Conditions, the Client also agrees to the applicability of the Terms and Conditions to all future legal relationships between the Contractor and the Client.
6. All legal or natural persons engaged by the Contractor in any way in the performance of the Contract may also rely on the Terms and Conditions.
7. If one or more provisions of these Terms and Conditions are invalid or annulled, the other provisions of these Terms and Conditions will continue to apply in full. In that case the Contractor and the Client will consult each other about new provisions to replace the invalid or annulled provisions, taking the aim and purport of the original provisions into account as much as possible.

## III Offers

1. All offers made by the Contractor to the Client are based on the information and data provided by the Client.
2. If the offers made by the Contractor to the Client contain a quotation for the services to be provided by the Contractor, that quotation will apply exclusively to those services in accordance with the offer made by the Contractor. Should the Client require any additional services, these will be regarded and charged as additional work. The Contractor will notify the Client of any additional services to be provided and, if requested, provide the Client with an indication of the price.
3. Offers submitted by the Contractor are valid for 30 days and will be without obligation, so that they may be withdrawn immediately after acceptance.

4. Contracts are concluded as soon as the Client has accepted an offer (orally, in writing, electronically or tacitly) or when the Contractor starts providing the services referred to in the offer.
5. Unless stated otherwise, the prices stated in the offers are exclusive of VAT.
6. If the acceptance includes any elements, whether subordinate or not, that deviate from those specified in the offer, the Contractor will not be bound by it. The Contract will in that case be entered into without these deviating elements, unless the Contractor indicates otherwise.
7. All assignments will only be accepted and performed by the Contractor to the exclusion of Sections 7:404, 7:407(2) and 7:408(1) of the Dutch Civil Code.

## IV Performance of the Contract

1. In the performance of the Contract the Contractor will use its qualities, skills and knowledge to the best of its ability, with this obligation being a best-efforts obligation on the part of the Contractor. The Contractor does not guarantee, however, that a particular result will be achieved.
2. The Client guarantees the accuracy and completeness of the information and data provided by it or on its behalf to the Contractor, including information from third parties.
3. The Client undertakes to provide the Contractor in time and on its own initiative with all information and data, in the form and manner desired by the Contractor, that may be relevant for the proper performance of the Contract. If the Client fails to provide the information and data required by the Contractor, or fails to do so properly or in time, in the opinion of the Contractor, the Contractor will be entitled (i) to suspend the performance or continued performance of the Contract until the Client provides the Contractor with the required information and data and (ii) to charge the Client for any resulting additionally incurred costs and fees for additional work.
4. The Client must notify the Contractor immediately of any facts and circumstances, whether changed or not, that may be relevant for the proper performance of the Contract.
5. The Client is aware that the data provided by it to the Contractor are the determining factor for the cost estimate given by the Contractor and for the fee agreements made. The Contractor will therefore be entitled to adjust the cost estimate and the fee agreements if it turns out that the data provided was incomplete or that all or some of the data were inaccurate.
6. The Contractor will not be liable for any damage or loss resulting from the Contractor's reliance on inaccurate and/or incomplete data provided by the Client.
7. The Contractor is entitled to engage third parties in the performance of the Contract.
8. If the Contractor or third parties engaged by the Contractor carry out work under the Contract at the Client's premises or at a location designated by the Client, the Client will ensure that any facilities reasonably required by these employees are available.
9. The Client indemnifies the Contractor against any third-party claims for damage or loss incurred in connection with the performance of the Contract if this damage or loss is attributable to the Client.

# Arcturus

10. The Contract will only be performed for the benefit of the Client. Third parties may not derive any rights or claims from or rely on the contents of the services provided.
11. Any advice, opinions, expectations, forecasts and recommendations given by the Client as part of the Contract may not be construed as a guarantee for future events or circumstances.
12. Without prejudice to the Contractor's obligations and responsibilities in the performance of the Contract, the Client will remain responsible and liable for, inter alia, the decisions taken by the Client regarding the extent to which it wishes to rely on the advice, recommendations or other results of the services provided by the Contractor, as well as regarding the use and implementation thereof.

## V Amendment of the Contract

1. If it becomes evident during the performance of the Contract that proper performance of the Contract requires changes or additions to the work to be carried out, the parties will amend the Contract accordingly in good time and in consultation.
2. If the parties agree that the Contract is to be amended or added to, this may affect the completion date. The Contractor will notify the Client of this as soon as possible.
3. If a fixed fee has been agreed, the Contractor will state to what extent the amendment or addition to the Contract will result in this fee being exceeded.
4. The Client accepts the option of amending the Contract, including an adjustment in the price and the completion date.

## VI Term of the Contract; completion time

1. The Contract is entered into for a fixed term and, unless agreed otherwise, will end by the expiry of the term or the completion of the work.
2. If performance of the Contract in phases has been agreed, the Contractor may suspend performance of the work belonging to a next phase until the Client has approved the results of the preceding phase in writing and has made all relevant payments.
3. The time limits stated in the offer and the Contract for provision of the services by the Contractor are not to be construed as a strict time schedule. The Contractor will only be in default after having received a written notice of default.

## VII Fees

1. For the performance of the work the Contractor will be entitled to the fee agreed in the Contract. All rates quoted are exclusive of expenses (such as shipping costs, travel and accommodation expenses, communication costs and costs of the use of databases), third-party costs, turnover tax (VAT) and other taxes and levies imposed by the government.
2. The fee will be based on the actual number of hours spent. Unless a particular rate has been agreed, the fee will be calculated on the basis of the agreed hourly rate, daily rate or half-day rate, and in the absence thereof in accordance with the Contractor's customary hourly rates, applicable to the period in which the work is carried out.
3. The Contractor will be entitled to change the agreed fee if a change in the wage costs or other costs or expenses gives reason to do so in the Contractor's opinion. The Contractor will notify the Client in writing of any change in the rates 30 days in advance.

4. The fee will be adjusted annually according to the changes in the hourly wages negotiated in the collective agreement (*Collectieve Arbeidsovereenkomst*, CAO) for the insurance sector according to Statistics Netherlands (CBS).
5. The parties may agree on a fixed fee.
6. The Contractor will send the Client an invoice for the fee after the end of each calendar month, specifying the work performed. To calculate the fee, the time recording of the Contractor will be decisive and binding. This also applies to the recording of travel time.
7. Expenses related to or arising from the work, including travel and accommodation expenses, will be invoiced monthly in arrears on a cost basis. Unless a different travel allowance has been agreed, travel expenses will be invoiced on the basis of the tax-free rate per kilometre. As with the fee, the expenses claimed must be increased by the relevant turnover tax payable thereon.

## VIII Payment

1. Payment must be made within 21 days of the invoice date in a manner to be specified by the Contractor and in the currency in which the invoice is made out.
2. The Contractor is entitled, prior to commencing its work, to request the Client to make an advance payment. After it has completed the provision of its services, the Contractor will send the Client a final invoice, from which the advance payment will be deducted.
3. The value date on the Contractor's bank statements will be regarded as the date of payment.
4. Any payment terms agreed for the Contractor's invoices are strict deadlines. If the Client fails to fulfil its payment obligation in full or in time, (i) it will be in default immediately, without any demand or notice of default being required, and from that moment until the moment of payment the Client will owe interest of 1.5% per month on the amount owed and (ii) the Contractor will be entitled to suspend all services to be provided for the Client without being liable to pay compensation in that respect.
5. All judicial and extrajudicial costs incurred by the Contractor for collecting amounts payable by the Client will be borne by the Client. The extrajudicial collection costs will be at least 15% of the amount payable (including the interest referred to in paragraph 4), with a minimum of €750, without prejudice to the Contractor's right to claim the actual costs incurred.
6. The Contractor has the right to use the payments made by the Client first to settle the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest, regardless of whether the invoice states otherwise.
7. The Contractor may, without causing it to be in default, refuse an offer of payment if the Client specifies a different order for allocating the payment. The Contractor may refuse full payment of the principal sum if any interest fallen due, current interest or debt collection costs are not paid at the same time.
8. Objections to the amount of an invoice do not suspend the payment obligations.
9. The Contractor will at all times be entitled to require security from the Client before or during the performance of the Contract. The Contractor is entitled to suspend its service until the Client has provided adequate security in the Contractor's opinion.



10. In the event of liquidation, insolvency, attachment or a suspension of payment on the part of the Contractor, the Contractor's claims against the Client will be immediately due and payable.
11. The Client waives any right to suspension or setoff, except in so far as the Client has explicitly been granted such right in the Terms and Conditions.

#### IX Complaints

1. An assignment or part thereof will be deemed to have been performed correctly and in full and to have been accepted by the Client, if the Client has not sent a complaint in this respect to the Contractor in writing, stating reasons, within 8 days of completion of the assignment or part thereof. The notice of default must contain a description of the failure that is as detailed as possible to enable the Contractor to respond in an adequate manner.
2. The Client is obliged to notify the Contractor in writing of any complaints regarding the Contractor's invoices or advance invoices within 10 days of the invoice date.
3. If a complaint as referred to in the preceding paragraphs has not been made in time, the Client will not be entitled to rely on a defect in the performance or partial performance of the assignment and/or on the inaccuracy of the invoice or advance invoice.
4. If the Contractor deems the complaints to be valid, it will at all times be entitled to adjust the fee charged, to remedy or re-perform the rejected work free of charge or not to perform or not to continue performing all or part of the Contract in exchange for a proportional refund of the fee already paid by the Client.

#### X Suspension

1. The Contractor will be entitled to suspend performance of the obligations under the Contract if:
  - the Client fails to comply with the Contract or fails to comply with it in full or in time;
  - the Contractor has good reasons to fear, on the basis of circumstances made known to it after concluding the Contract, that the Client will not comply with its obligations.

#### XI Termination

1. With the exception of early termination as provided below, the Contract will end by operation of law by the expiry of the time limit or by completion of the work stipulated in the Contract.
2. The Client and the Contractor will at all times be entitled to terminate the Contract early.
3. The parties will be entitled to terminate all or part of the Contract with immediate effect without notice of default or judicial intervention being required if the other party is granted suspension of payment, provisional or otherwise, the other party is put into liquidation or if the other party's business is wound up or discontinued.
4. The parties will be entitled to terminate the Contract with immediate effect if and as soon as the other party has failed imputably to comply with an obligation under the Contract and that party is in default (within the meaning of Section 6:81 of the Dutch Civil Code).

#### XII Consequences of termination

1. If the Client terminates the Contract, it will be liable to pay the Contractor compensation for all damage or loss and costs incurred by it. These will in any case include all costs incurred by the Contractor in connection with the Contract and the current and future services, investments made and damage or loss resulting from lower capacity utilization (*bezettingsverlies*), as well as costs the Contractor has had to reasonably incur as a result of the early termination of the Contract. This obligation to pay compensation will only not apply if the Client has terminated the Contract due to an attributable failure on the part of the Contractor.
2. In the event of termination, regardless of by whom or on what grounds, the Contractor will remain entitled to payment of its invoices for services already provided and any services yet to be provided by agreement. On termination, the Client's payments with respect to the work already performed will become immediately due and payable.
3. If the Contractor terminates the Contract, it will never be liable to pay the Client any compensation.
4. On termination of the Contract each party must return to the other party without delay all goods and documents in its possession that belong the other party.

#### XIII Liability

1. The Contractor is not liable for loss or damage arising from the fact that the Client has provided the Contractor with incorrect, incomplete or unreliable information.
2. The Contractor is not liable for the consequences of the Client's compliance or failure to comply with any advice given to it by the Contractor.  
The results of the application and use of the studies performed and advice provided by the Contractor depend on many factors that are beyond the Contractor's control. Although the Contractor will perform the assignment to the best of its ability and in accordance with high standards of professionalism, it can therefore not give any guarantees as to the results of its studies and advice.
3. The Contractor is liable towards the Client only for loss or damage resulting from a failure or a series of attributable failures to comply with the Contract or for any other reason whatsoever (including but not limited to an unlawful act (*onrechtmatige daad*)), in so far as this failure, act or omission is serious and to the extent that it could have been avoided had the care, expertise and professionalism that could have been expected in the given situation regarding the assignment been observed.
4. The Contractor will never be liable for indirect loss or damage, including but not limited to consequential loss, loss of profits, loss of savings and loss due to business interruption.
5. Any liability of the Contractor is limited to direct damage or loss, which is exclusively taken to mean:
  - a. the reasonable costs of establishing the cause and extent of the loss or damage, to the extent that this concerns loss or damage for which the Contractor is liable under this Contract;



- b. the reasonable costs that the Client has had to incur to have the defective performance of the Contractor comply with the Contract, unless this cannot be attributed to the Contractor and only after the Contractor has been given a reasonable period of time to remedy, or arrange to have remedied, the defective performance;
- c. the reasonable costs incurred to prevent or limit the aforementioned direct or indirect loss or damage, to the extent that the Client demonstrates that these costs have led to a limitation of direct loss as referred to in this Contract.
- 6. The total liability of the Contractor, for whatever reason (including an unlawful act), will not exceed the cumulative fee paid by the Client in respect of the Contract over the previous six months.
- 7. The total liability of the Contractor, for whatever reason (including an unlawful act), will never exceed the maximum sum paid out by an insurer of the Contractor as the occasion arises. If a third party suffers any damage or loss as a result of the acts or omissions of the Contractor and that third party either holds the Contractor liable for this, or holds the Client liable and the latter wishes to take recourse action against the Contractor in this respect, the parties agree that the Client will ultimately bear that loss, except in the case of intent on the part of the Contractor.
- 8. The Client must submit any claims within the meaning of this article within a year of the end of the assignment, failing which the Client will have forfeited its rights.
- 9. The limitations of liability contained in this article do not apply if the damage or loss is attributable to intent or gross negligence on the part of the Contractor.

#### XIV Force majeure

- 1. The parties will not remain bound by any obligation if they are unable to comply with that obligation due to a circumstance for which they are not to blame and that cannot be attributed to them under the law, by virtue of a legal act or according to generally accepted standards.
- 2. In the Terms and Conditions, 'force majeure' is understood to mean that which is stated in this respect in the law and in case law as well as all external causes, whether foreseen or otherwise, on which the Contractor cannot exert any influence but as a result of which the Contractor is unable to fulfil its obligations. This includes serious disruptions in the Contractor's business, such as strikes and excessive sickness absence, as well as the impossibility of compliance with the Contract as a result of any failure of persons or items engaged by the Contractor for the performance of the Contract.
- 3. As long as the force majeure persists, the parties may suspend their obligations under the Contract. If this period lasts longer than two months, either party will be entitled to terminate the Contract, without any obligation to compensate the other party's losses.
- 4. In the event of force majeure, the Contractor will be entitled to demand payment for those services it had already provided in the context of the performance of the relevant Contract before the force majeure situation arose.

#### XV Intellectual property

- 1. Unless explicitly stated otherwise, the intellectual property rights to information provided to the Contractor under the terms of the Contract are vested in the Client.
- 2. Unless explicitly agreed otherwise, the intellectual property rights to tools developed by the Contractor as part of the Contract are vested in the Contractor.
- 3. The Contractor is entitled to use the knowledge gained by it as a result of the performance of a Contract also for other purposes, provided that no strictly confidential information of the Client is disclosed to third parties.
- 4. The Contractor reserves all intellectual property rights to intellectual products it has used or developed in the context of the performance of the Contract and in respect of which it holds or may enforce copyrights or other intellectual property rights. The Client is explicitly prohibited from reproducing, disclosing and/or exploiting, whether or not by engaging third parties, such products, including training manuals, procedures, handbooks, working methods, advice and other intellectual products of the Contractor, in the broadest sense. This will only be permitted after obtaining the Contractor's written permission. The Client will be entitled to reproduce the written documents and products for use within its own organization, in so far as appropriate for the purpose of the Contract.

#### XVI Confidentiality

- 1. Both parties are bound not to disclose any confidential information they have acquired from each other or from some other source within the context of their Contract. Information is deemed to be confidential if the other party has announced this or if this follows from the nature of the information.
- 2. The Client is obliged to keep confidential any of the Contractor's advice, opinions or other statements, whether or not in writing, in the broadest sense, with the proviso that the Client will be permitted to use these in its own organization. The provision in the preceding sentence will not apply if the Contractor has given permission in advance to disclose the relevant documents or if they are disclosed because the law or a competent authority requires the Client to do so.

#### XVII Expiry period

- 1. Without prejudice to any statutory expiry periods, each of the Client's claims against the Contractor will expire in any case after 1 (one) year has passed since the services to which the complaint relates were provided by the Contractor.

#### XVIII Applicable law and disputes

- 1. All obligations and Contracts between the Contractor and the Client are governed by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods does not apply.
- 2. All disputes in connection with or arising from or relating to a Contract between the Client and the Contractor will be submitted exclusively to the competent court in Rotterdam.

#### XIX Location and amendment

- 1. These Terms and Conditions are filed with the Chamber of Commerce in Rotterdam. The most recently filed version will always apply, or the version applicable at the time the legal relationship with the Contractor was formed.