

General Terms and Conditions of Delivery AlphaRainbow B.V.

1. Definitions:

These general terms and conditions use the following definitions:

- Services: the services provided by AlphaRainbow for the benefit of the Client, including: measuring, analysing, research, advising, support and training; whether or not on a project basis, and with or without temporary availability of AlphaRainbow employees to the Client, in relation to resolving the Client's organizational problems, all this as specified in the Contract.
- Client: contracting party of AlphaRainbow, to whom AlphaRainbow provides the Services;
- Contract: the written agreement between AlphaRainbow and the Client in which Services are further detailed and in which other specific conditions are laid out. These General Conditions also form an integral part of the agreement.

2. General:

1. These conditions apply to all AlphaRainbow contracts with the Client to which they have been declared applicable and as far as the Contract does not explicitly deviate from them.
2. Any General Terms and Conditions that apply to the Client only apply insofar as they have been explicitly declared applicable (in whole or in part) in the Contract.
3. All AlphaRainbow quotations are without obligation, unless such a written quotation states a period of validity. The validity of quotations from AlphaRainbow is always to be counted from the date of the quotation in which the validity term has been stated, unless indicated otherwise. The validity period of AlphaRainbow quotations can only be extended by means of an express written statement by AlphaRainbow. Orders, contracts and agreements are only binding for AlphaRainbow if and insofar as they have been recorded in writing.

3. Price, billing and payment conditions:

1. The prices and rates stated by AlphaRainbow or stated in the Contract (unless explicitly stated otherwise) exclude VAT and exclude all other levies, rights or charges that are due in connection with the Services provided; VAT and other levies, rights or charges will be charged to the Client in accordance with the relevant provisions at the time of invoicing. Changes or additions do not give the Client the right to cancel the Contract.
2. The prices and rates stated by AlphaRainbow or specified in the Contract are valid for the period specified, and, if no period is specified, for the remainder of the calendar year in which the statement was made and/or the Contract was concluded.
3. Unless explicitly stated otherwise in the Contract, AlphaRainbow will invoice the Services provided

and the separately charged expenses incurred in that context at the end of each calendar month in which Services are provided. Payments must be made without any discount or set-off, no later than 30 days after the date of the invoice, unless explicitly stated otherwise in the Contract. If the payments are not received on time, the Client is deemed to be in default by operation of law and, without prejudice to its other rights, AlphaRainbow has the right to charge the Client all costs incurred in connection with the collection and preservation of its rights, including expenses for legal assistance, extrajudicial and internal, administrative and other costs, as well as the entire amount owed, with 1.2% interest per month - or the statutory (commercial) interest, whichever is higher.

5. AlphaRainbow will keep records of time spent and expenses incurred by its employees in the context of the Services provided, which, unless proven otherwise by the Client, will serve as evidence.

4. AlphaRainbow's responsibilities:

1. AlphaRainbow will endeavour to provide the Services as specified in the Contract to the best of its knowledge and ability in accordance with the requirements of good consultancy. However, under no circumstances, unless explicitly stated in the Contract, will AlphaRainbow be responsible for the results of implementation of the advice given. Delivery times are always approximate.
2. AlphaRainbow will ensure that the Services are provided by employees who, in AlphaRainbow's view, are sufficiently qualified for the Services. AlphaRainbow reserves the right to replace employees involved in carrying out the Services prior to the completion of these services, in which case AlphaRainbow will consult with the Client; such changes will not adversely affect provision of the Services under the Contract in any way that might threaten the quality of the services.

5. Client's responsibilities:

1. The Client guarantees that it will provide AlphaRainbow with all information that AlphaRainbow needs to be able to meet its obligations under the Contract in a timely manner. The Client will always ensure that one employee with sufficient knowledge and authorization is designated as a contact person for AlphaRainbow and will function as such during the term of the Contract and the provision of the Services.
2. If the Services provided by AlphaRainbow take place wholly or in part at the Client's offices, the Client will arrange for suitable office facilities, including a workplace that meets the legal requirements, a telephone and an Internet connection. These facilities will be available to AlphaRainbow free of charge.

6. Intellectual and Industrial Property Rights:

Unless expressly agreed otherwise in the Contract, the rights to materials, tools and results developed or produced by AlphaRainbow in the context of the provision of the Services, in whatever form, including reports, advice, registered in any way whatsoever on paper, optical or magnetic media, etc., remain the exclusive property of AlphaRainbow. The Client will have the right to use and apply said materials and results within its own organization, provided all fees owed to AlphaRainbow under the Contract have been paid. Without prior written permission from AlphaRainbow, the Client will not be entitled to make said materials and results available to third parties. The approval by AlphaRainbow referred to in the previous sentence of this article may be made subject to specific conditions.

7. Confidentiality and data protection:

Insofar as it can reasonably be expected to, AlphaRainbow will treat all data transferred by the Client in the context of the Services as confidential, insofar as the confidential nature of such data or written communications from the Client might reasonably be understood. If personal data are used in the context of the Contract, AlphaRainbow and the Client will sign a Data Processing Agreement. However, AlphaRainbow will not be obliged to maintain confidentiality with regard to information that is generally known, or information that was already available to AlphaRainbow before it received such information from the Client, or information that AlphaRainbow independently developed, or obtained from third parties, beyond the scope of the Contract.

8. Liability

1. AlphaRainbow is never liable for any direct or indirect damages (including consequential damages), whether material or immaterial, suffered by the Client and/or third parties, arising from or related to the execution, non-performance, late performance or improper performance of any agreement to which these terms apply, except insofar as such exclusion of liability is contrary to mandatory legal provisions.
2. AlphaRainbow is in no way liable for any damage caused by the Client's failure to fulfil its responsibilities, nor for business losses. This includes damage due to lost profit or savings, or loss of data, or to claims filed against the Client by third parties, even if AlphaRainbow has been informed of the possibility of such damage or such a claim.

3. If, contrary to previous provisions, AlphaRainbow should nevertheless be liable, it will accept liability for personal injury and damage to installations and property of the Client and third parties up to an amount that is paid out under our professional liability insurance in the case concerned.

4. Barring the provisions established in these terms and conditions or in the Contract, AlphaRainbow will not accept any other liabilities or obligations, nor does it provide any guarantees.

9. Duration, suspension and termination:

1. The Contract is entered into for the duration that has been agreed upon in writing, and if no period has been agreed, for the remaining period of the calendar year in which the Contract was concluded. An extension is only possible upon explicit agreement between AlphaRainbow and the Client.

2. In the event of a failure by one of the parties to fulfil the Contract in a way that cannot be attributed to the failing party, the execution of the relevant part of the Contract will be suspended. A non-attributable shortcoming exists if such a shortcoming is neither the fault of the failing party, nor can be attributed to the failing party on the basis of the law, legal acts, or generally accepted views.

3. If one of the parties does not meet an obligation that arises from the Contract properly, completely or in time, after being given written notice and an opportunity to do so within a reasonable period of time, or if it is likely this party will not be able to meet the contractual obligations towards the other party, as well as in the event of bankruptcy, suspension of payment, or liquidation of one of the parties, the other party is entitled, without immediate notice and without judicial intervention, to suspend the performance of the Contract, or to dissolve the Contract in whole or in part, without prejudice to the rights otherwise vested in them.

10. Personnel:

1. Each of the parties, the Client and AlphaRainbow, undertakes not to make an offer for a position to employees of the other party without prior written permission from the employer of the employee in question. This clause relates to employees who are directly or indirectly involved in the performance or provision of the contractually agreed services, and applies for the duration of the contract and up to 1 year after completion of the services.

11. Other:

1. Unless otherwise agreed, AlphaRainbow reserves the right to amend or supplement these General Terms and Conditions, in which case AlphaRainbow will notify the Client in writing of its intention, whereby the Client, during a period of one month after receiving such notification, has the right to cancel the Contract by registered letter as of the end of the calendar year. If cancellation by the Client, as referred to in the

previous sentence, has not taken place within the stipulated period, the aforementioned changes and/or additions to these General Terms and Conditions are deemed to form part of the Contract from the final date on which the Client could have given notice of termination.

2. Full or partial transfer of the Contract or any ensuing rights or obligations of the Client are only possible after written permission from AlphaRainbow.

3. The Contract is governed by Dutch law.

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