

General terms and Conditions of ArboNed BV

1. Definitions and Interpretation

1.1. The following terms are used in these General Terms and Conditions:

ArboNed: the private limited company ArboNed B.V. with its registered office in Utrecht and listed in the trade register under number 30120994;

General Terms and Conditions: these terms and conditions for the provision of Services;

Additional Terms and Conditions: the additional terms and conditions, as included in Article 16 and further, that apply to the Consultancy Services;

Services: the services (including the Consultancy Services) provided by ArboNed on the basis of an Agreement;

Consultancy Services: the consultancy services, including in any case the provision of Training, provided by ArboNed on the basis of the Agreement;

Client: the legal entity with which ArboNed is negotiating about concluding an Agreement or with which ArboNed has concluded an Agreement;

Agreement: a written agreement between ArboNed and the Client that is concluded in the manner described in Article 3.3;

Professional(s): the person who, whether or not pursuant to an employment contract with ArboNed, performs Services at or for the benefit of the Client on behalf of ArboNed;

Project: a project described in the Agreement;

Parties: ArboNed and the Client jointly, or separately as "Party";

Training: training or education described in the Agreement;

Programme: a programme described in the Agreement; and

Employee: an employee of the Client.

1.2. In the event of a conflict between the provisions of the General Terms and Conditions or the Additional Terms and Conditions and the provisions of an Agreement, the provisions of the Agreement will prevail.

2. Applicability of the General Terms and Conditions

2.1. These General Terms and Conditions apply to all quotations and offers from ArboNed and to all Agreements concluded by the Parties and to all resulting obligations and (legal) acts.

2.2. The applicability of purchase or other conditions of the Client is explicitly rejected.

2.3. By signing any Agreement with ArboNed, in which reference is made to these General Terms and Conditions, the Client declares to have received a copy of these General Terms and Conditions or to have downloaded and saved the General Terms and Conditions from the ArboNed website, and to have read and accepted the content thereof.

2.4. Deviations from and additions to these General Terms and Conditions are only valid if agreed on in writing between the Parties.

2.5. If ArboNed has not or not fully exercised one or more of its rights under these General Terms and Conditions, the Client cannot derive any rights from this for the future.

2.6. If a provision of these General Terms and Conditions is void or is voided, the other provisions of these General Terms and Conditions will remain in full force. In that case, the Parties will consult with the aim of agreeing on new provisions to replace the void or voided provisions, whereby the purpose and scope of the void or voided provisions will be taken into account as much as possible.

2.7. ArboNed reserves the right to unilaterally change or supplement these General Terms and Conditions. ArboNed's power to make changes also applies to

Agreements already concluded. The intended change will take effect with due observance of a period of 30 days after written notification of the change.

3. Quotations and the conclusion of an Agreement

3.1. Quotations from ArboNed are valid for a period of three (3) months after the quotation date, unless stated otherwise in the quotation, and form part of an Agreement as soon as it has been concluded.

3.2. The Client guarantees the correctness and completeness of the information provided to ArboNed by or on behalf of it on which ArboNed bases its offer.

3.3. An Agreement is concluded by the written acceptance of ArboNed's quotation by the Client, or by the duly signing of a draft agreement drawn up by ArboNed. If the Client's acceptance deviates from ArboNed's quotation, an Agreement will only be concluded when ArboNed has agreed to the changes in writing.

3.4. All instructions from the Client are deemed to have been given exclusively to ArboNed, even if it is the explicit or tacit intention that an instruction will be performed by a specific person. The applicability of Article 7:404 of the Dutch Civil Code and Article 7:407 paragraph 2 of the Dutch Civil Code is hereby excluded.

4. Services

4.1. ArboNed will provide the Client with the Services agreed on in the Agreement.

4.2. ArboNed will make every effort to perform the Services with due care, where appropriate in accordance with the agreements and procedures laid down with the Client in the Agreement. All ArboNed Services are performed exclusively on the basis of a best-efforts obligation.

4.3. Insofar as no terms are stated in the Agreement, ArboNed will provide its Services within the terms that are customary for ArboNed. The terms stated in the Agreement are only indicative and are not strict deadlines.

4.4. If a change in legislation or other regulations imposed by the government or industry entails new obligations for the Parties or results in rights for third parties, the Services performed by ArboNed on the basis of these new obligations are deemed to immediately form part of the Agreement. The Client will pay ArboNed the (additional) costs resulting from the changes as referred to in this Article 4.4.

4.5. ArboNed can unilaterally change the agreed Services at any time if ArboNed has a reasonable interest in the change. The intended change will take effect with due observance of a period of 30 days after written notification of the change. If ArboNed exercises of this power to make changes, the Client may terminate the Agreement with effect from the effective date of the change in the manner described in Article 9.5 of these General Terms and Conditions

5. Providing information and cooperation

5.1. The Client will always provide the data and information in a timely and correct manner and provide all cooperation needed by ArboNed to be able to perform the Services and the Agreement.

5.2. The Client will also pass on all changes to the data and information referred to in Article 5.1 to ArboNed as soon as possible.

6. Rates and indexing

6.1. All rates stated by ArboNed in the Agreement are expressed in euros and are exclusive of VAT and other levies imposed by the government.

6.2. Once a year, with effect from 1 January of a calendar year, ArboNed is entitled to index the rates for the Services in accordance with the price index figure for negotiated wages as published by Statistics Netherlands, on the understanding that the rates can be increased by at least the percentage with which the (wage) costs - regardless of the cause of the increase - for the deployment of its Professionals have increased.

6.3. ArboNed will notify the Client of an adjustment of the rates for the Services pursuant to Article 6.2 of the General Terms and Conditions in writing no later than four weeks before the new rates come into effect.

7. Invoicing and payment

7.1. Invoicing takes place annually in advance, unless otherwise agreed on in the Agreement.

7.2. Invoices must be paid into a bank account specified by ArboNed within fifteen (15) calendar days of the invoice date. The value date indicated on the daily statements of ArboNed's bank is regarded as the day of payment.

7.3. If ArboNed believes there is reason to do so, ArboNed is entitled to demand further security with regard to payment or to shorten the payment term.

7.4. If the Client disputes the correctness of (a part of) the invoice, it must object - in writing and with reasons - within ten (10) calendar days of the invoice date. The Client is nevertheless obliged to pay the undisputed part in accordance with the provisions of Article 7.2.

7.5. If and insofar as the disputed part of the invoice turns out to be due after all, the Client is obliged to pay the statutory commercial interest on the wrongly unpaid amount from the moment the payment term has expired.

7.6. Except in the event of a dispute of (a part of) the invoice pursuant to Article 7.4, the Client is not entitled to suspend payment of amounts owed to ArboNed.

7.7. The Client is not entitled to set off invoices against anything the Client has or believes to be able to claim from ArboNed.

8. Consequences of non-payment or late payment

8.1. If the payment term is exceeded, the Client will be in default by operation of law, without a notice of default or summons being required.

8.2. From the moment the Client is in default until the day of full payment, the Client owes ArboNed the statutory commercial interest.

8.3. In addition, the Client will owe the reasonable costs incurred by ArboNed for collection of the amount owed by the Client, both judicial and extrajudicial costs (including the costs of both internal and external legal assistance) amounting to fifteen percent of the amount due, with a minimum of € 150.

8.4. Without prejudice to ArboNed's other rights and claims, ArboNed - if the Client is in default pursuant to Article 8.1 - is entitled to suspend the Services to be provided or to dissolve the Agreement on the basis of Article 9.2. For the sake of clarity, it should be noted that suspension of the agreed Services does not affect the Client's obligation to pay the outstanding invoices.

8.5. For the sake of clarity, it should be noted that ArboNed is not liable for any damage that is (partly) the result of or related to the suspension of Services by ArboNed.

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9. Term and termination of the Agreement

9.1. Unless otherwise specified in the Agreement, the Agreement is entered into for a period of one (1) year from the date of its formation (the "Initial Term"), after which the Agreement is tacitly extended for successive periods of one (1) year, unless one of the Parties terminates the Agreement with due observance of a notice period of three (3) months before the end of the Initial Term or an extension thereof. Termination of the Agreement must be made in writing and at the end of a calendar month.

9.2. Without prejudice to the provisions of Article 9.3, the Parties have the right to prematurely dissolve the Agreement, in whole or in part, with immediate effect in the event of an attributable shortcoming in the fulfilment of an essential obligation under the Agreement by the other Party who, insofar as fulfilment is not permanently impossible or the default has not already started, has not been cleared within thirty (30) days of a written notice of default by that Party. Payment obligations of the Client and all other obligations to cooperate on the part of the Client will in any case always be regarded as essential obligations under the Agreement.

9.3. ArboNed is entitled to terminate the Agreement prematurely, in full or in part, with immediate effect, without first having to give notice of default to the Client, if:

- 9.3.1. it appears the Client has provided ArboNed with incorrect and/or incomplete information;
 - 9.3.2. (provisional) suspension of payment is granted to the Client;
 - 9.3.3. the bankruptcy of the Client is filed for or granted;
 - 9.3.4. the Client itself applies for suspension of payments or bankruptcy;
 - 9.3.5. the Client offers its creditors a (private) composition or (for this purpose) convenes a meeting of creditors;
 - 9.3.6. measures are taken that indicate liquidation or termination of the Client's business;
 - 9.3.7. the business activities of the Client are moved abroad;
 - 9.3.8. the Client's assets are placed under administration;
 - 9.3.9. the Client has not obtained the consent of the works council or the staff representation of the Client's company, within the meaning of Article 28 of the Works Councils Act in combination with Article 12 of the Working Conditions Act.
- 9.4. If a situation arises or threatens to arise as described in Article 9.3, the Client is obliged to inform ArboNed thereof in writing immediately.
- 9.5. The Client is entitled to terminate the Agreement if ArboNed decides to change the agreed Services in accordance with the provisions of Article 4.5. The aforementioned cancellation must be made in writing by the Client within four (4) weeks of ArboNed's written notification of the intended change(s). For the sake of clarity, it should be noted that if the Client does not terminate the Agreement within the aforementioned term, the Client can only terminate the Agreement with due observance of the provisions of Article 9.1.

9.6. For the sake of clarity, it should be noted that the Client is explicitly not entitled to terminate the Agreement prematurely in the event of (i) a change of control, (ii) a merger or demerger or (iii) transfer of undertaking on the part of the Client.

10. Inability to attend and cancellation

10.1. An inability to attend, failure to respond or non-appearance of the (former) Employee, as a result of which ArboNed is unable to provide its Services, is at all times at the expense and risk of the Client.

10.2. An appointment regarding one individual (former) Employee must be cancelled (regardless of the date of notification of recovery) no later than twenty-four (24) hours before the agreed time.

10.3. Appointments that do not relate to an individual Employee must, unless otherwise specified in the Agreement, be cancelled by the Client no later than seven (7) working days before the agreed time.

10.4. Appointments concerning more than one (1) (former) Employee, but no more than fifteen (15) (former) Employees, must be cancelled no later than seven (7) calendar days before the agreed day, unless stipulated otherwise in the Agreement. In the event of cancellation within the aforementioned period, ArboNed will nevertheless charge the Client 10% of the agreed fee.

10.5. Appointments concerning more than fifteen (15) (former) Employees or concerning a Project must be made no later than twenty-one (21) calendar days before the agreed day, unless stipulated otherwise in the Agreement. In the event of cancellation within the aforementioned period, ArboNed will nevertheless charge the Client 10% of the agreed fee.

10.6. If cancellation does not take place or takes place later than as stipulated in Articles 10.2 to 10.5, or if a (former) Employee does not appear, ArboNed is entitled to charge the agreed fee for the Services to the Client, without prejudice to ArboNed's right to claim the other costs incurred by it.

11. Liability

11.1. ArboNed's total liability due to an attributable shortcoming in the fulfilment of the Agreement or for any other reason is limited to compensation for direct damage.

11.2. ArboNed's liability for direct damage due to an Agreement or due to an unlawful act is limited to a maximum of the total fees invoiced to the Client over the 12 calendar months preceding the liability claim, with a maximum of € 25.000 per event, with a series of related events counting as one event. If the attributable shortcoming or the unlawful act is related to default and rehabilitation, ArboNed's liability is limited to a maximum of the number of fees invoiced to the Client in the context of those activities, whereby the maximum of € 25.000 per event applies in full.

11.3. ArboNed's liability for damage due to death, physical injury or due to material damage to property will in no case exceed € 50.000 per event per year, with a series of related events counting as one event. If the Client suffers damage that is covered by his insurance, ArboNed is not liable for that damage.

11.4. ArboNed's liability for (i) indirect damage, (ii) consequential damage, (iii) lost profits, (iv) lost savings, (v) reduced goodwill, (vi) damage due to business interruption, (vii) damage as a result of claims by customers or purchasers of the Client, (viii) damage as a result of continued payment of wages in the event of illness, (ix) damage due to loss, destruction or mutilation of data and (x) damage as a result of premium increases for public and/or private insurance policies or damage as a result of deployment of extra working hours as a result of ArboNed's shortcoming is excluded.

11.5. The exclusions and limitations referred to in Articles 11.1 to 11.3 no longer apply if and insofar as the damage is the result of intent or wilful recklessness on the part of ArboNed or its management.

11.6. For the sake of clarity, it should be noted that ArboNed is not liable for any damage that is (partly) the result of the Client's failure to comply (correctly, timely or completely) with its obligations under the

Agreement or these General Terms and Conditions, including in the work agreements or on the basis of the applicable laws and regulations. These obligations include in any case, but not exclusively, the correct provision of all relevant information to ArboNed and compliance with the terms set by ArboNed or by law. Furthermore, ArboNed is not liable for damage that is (partly) caused by the Client not (correctly, timely or completely) following instructions and advice from ArboNed or third parties engaged by it.

11.7. In the event of verbal or telephone communication between the Parties, ArboNed is not liable for damage resulting from or related to misunderstandings or incorrect information received.

11.8. The Client must hold ArboNed liable in writing for the damage suffered or to be suffered within one (1) calendar month after it becomes aware or could reasonably have become aware of the harmful event. Every claim for compensation against ArboNed ends by the mere lapse of twelve (12) calendar months after the claim is accepted.

11.9. ArboNed is under no circumstances liable for damage resulting from incorrect, incomplete, late or early notifications of illness and recovery made by ArboNed to third parties on behalf of the Client.

11.10. The provisions of this Article 11, as well as all other limitations and exclusions of liability referred to in these General Terms and Conditions also apply to the benefit of all persons or legal entities employed by ArboNed in the performance of the Agreement.

12. Force majeure

12.1. ArboNed is not liable for non-compliance, late or incomplete fulfilment of its obligations in the event of force majeure. All circumstances that impede compliance with the Agreement and that should not reasonably be at the risk of ArboNed are regarded as non-attributable shortcomings and constitute force majeure.

12.2. The circumstances referred to in Article 12.1 occur, among other things, and are therefore not limited to, in the event of war, threat of war and riots, terrorist attacks or threats, natural disasters, restrictive measures taken by domestic and foreign governments, sabotage, (full) strikes, factory sit-ins, traffic congestion, shortcomings of suppliers of goods and/or services, computer or electronic failures, business failure such as fire, loss of data, power failures, industrial accidents, epidemics as a result of which compliance with the Agreement is temporarily or permanently impossible.

12.3. ArboNed is obliged to make all efforts that may be expected from a modern company to secure the automated system it uses and to ensure that the online transmission of data is as reliable and safe as possible. However, the circumstances referred to in Article 12.2 also occur, among other things, and therefore not exclusively, if third parties - despite the aforementioned efforts of ArboNed - gain unauthorised access to the automated system used by ArboNed and cause damage through mutilation, unlawful use, deletion or addition of automated files.

12.4. If one of the Parties is unable to fulfil its obligations, or if it can reasonably expect that it will not be able to fulfil them as a result of force majeure, this party is obliged to inform the other party immediately in writing. In the aforementioned case, the performance of the Agreement will be suspended for as long as the cause of the force majeure makes performance by ArboNed impossible, without the Client being able to claim compensation, without prejudice to ArboNed's obligation to make every effort to remove the cause of the force majeure situation.

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12.5. If one of the Parties is prevented from fulfilling the obligations arising from the Agreement for a period of more than two months due to force majeure, or from the moment it is established that the force majeure situation will last longer than two months, each of the Parties is authorised to terminate the Agreement with immediate effect.

12.6. If one of the Parties terminates the Agreement pursuant to Article 12.5, the Parties will proceed to final settlement.

13. Engaging third parties

13.1. ArboNed is entitled to engage third parties in the performance of Services or other activities.

14. Prohibition of taking over personnel

14.1. Without the prior written permission of ArboNed, the Client - during the performance of the Agreement and within one year of its termination, for whatever reason - is not entitled to (i) employ any personnel of ArboNed or third parties engaged by ArboNed (or its personnel) who have been involved in the performance of the Services or other work, (ii) to negotiate with them about employment and/or (iii) to have them work directly or indirectly in a manner other than contractually agreed with ArboNed.

14.2. In the event of violation of the provisions of Article 14.1 of this Agreement, the Client must pay ArboNed an immediately due and payable penalty, without summons or notice of default, in the amount of one gross annual salary of the employee concerned, with a minimum of € 50.000 per violation, without prejudice to all other rights and claims of ArboNed.

15. Governing law and disputes

15.1. These General Terms and Conditions and the Agreement are governed by Dutch law.

15.2. All disputes that may arise as a result of these General Terms and Conditions and the Agreement or the performance thereof will be submitted exclusively to the court of Central Netherlands, Utrecht location.

Additional General Terms and Conditions for consultancy services

16. Applicability

16.1. In addition to concluding an Agreement for Services, the Parties can also conclude a separate Agreement for the provision of Consultancy Services. Article 3.3 applies by analogy.

16.2. In the case of Consultancy Services the

provisions of Articles 16 to 20 apply on top of the provisions of Articles 1 to 15. In the event of any conflict between the former and the latter articles, the provisions of the latter articles will prevail.

17. Consultancy Services

17.1. ArboNed will provide the Client with the Consultancy Services agreed on in the Agreement. For the sake of clarity, it should be noted that any additional services that do not form part of the Consultancy Services Agreement will be charged separately by ArboNed. ArboNed will inform the Client in advance of the costs for this additional service.

17.2. All rates stated by ArboNed in the Consultancy Services Agreement are expressed in euros and are exclusive of VAT and other levies imposed by the government. It should be noted that no VAT is levied on medical acts.

18. Duration

18.1. Unless stipulated otherwise in the Consultancy Services Agreement, the Agreement for the provision of Consultancy Services is entered into for the duration of a Programme, after which the Agreement ends by operation of law unless the term is extended by the Parties.

18.2. The Client undertakes to purchase the Consultancy Services within six (6) months of the conclusion of the Agreement for the provision of Consultancy Services, unless a different term is stipulated in the aforementioned Agreement. If the Client does not purchase the Consultancy Services within the aforementioned period, ArboNed is entitled to charge the agreed fee for the Consultancy Services in full.

19. Cancellation

19.1. An appointment concerning one individual Employee must be cancelled no later than two (2) working days before the agreed time.

19.2. Appointments concerning more than one Employee or concerning a Programme must be made no later than twenty-one (21) calendar days before the agreed day, unless stipulated otherwise in the Agreement.

19.3. In the event of cancellation of Training, the following conditions apply:

19.3.1. In the event of cancellation up to twenty-eight (28) calendar days before the start of the Training, the Client must pay a € 25 administration fee per Employee.

19.3.2. In the event of cancellation within twenty-eight (28) calendar days before the start of the Training, the Client will owe the full agreed fee for the Training, regardless of the reason for cancellation. For cancellation of part of the Training, this arrangement will be applied proportionally.

19.3.3. If the Training is moved to a later date at the Client's request, the Client, in the event of a shift up to twenty-eight (28) calendar days before the start of the Training, must pay a € 25 administration fee per Employee. In the event of a shift within seven (7) calendar days before the start of the Training, the Client must pay the full agreed fee for the Training, regardless of the reason for moving the Training.

19.4. If cancellation does not take place or takes place later than as stipulated in Articles 19.1 to 19.3, or if a (former) Employee does not appear, ArboNed is entitled to charge the agreed fee for the Consultancy Services to the Client (for the relevant Employee), without prejudice to ArboNed's right to claim the costs incurred by it.

19.5. ArboNed is entitled, within reason, to change a scheduled appointment or Training with regard to the location and/or time. ArboNed will notify the Client of this change no later than forty-eight (48) hours before the agreed time, assuming a maximum of one (1) hour travel time (one way) for the location.

20. Confidentiality

20.1. All confidential information regarding the Client or an Employee of the Client obtained by ArboNed during the performance of its Consultancy Services, and which ArboNed knows or should reasonably know to be of a confidential nature, will be treated confidentially. ArboNed will not provide the aforementioned confidential information to third parties, unless ArboNed is obliged to do so on the basis of a statutory regulation or if ArboNed has obtained permission to do so from the Client or the relevant Employee.

20.2. ArboNed will impose a duty of confidentiality as described in Article 20.1 on its employees and third parties engaged by it in the performance of the Consultancy Services.

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