

## General Terms and Conditions for Hezelburcht B.V.

### Article 1: Definitions

In these General Terms and Conditions the following terms are used in the sense given below:

- 1.1 a. "Offer": the quotation made to the Client by Hezelburcht B.V. (hereafter: Hezelburcht) in relation to the provision of services by Hezelburcht.
  - b. "No cure no pay": the provision of a service on a no-cure-no-pay basis is understood to mean that an obligation to pay on the part of the Client exists from the moment of "cure". "Cure" is the moment of initial allocation in written form, whether provisional or not, of a subsidy, gross tax concession or any other concession or flow of funds from an authorised body.
  - c. "Client": any natural person, legal person or company which has entered into an agreement with Hezelburcht or with which Hezelburcht is in negotiations about the establishment of an agreement.
  - d. "Subsidy": any contribution made by any government, or by any body authorised by the government for this purpose, towards the costs of a project or investment. This contribution may take the form of a financial contribution, a tax concession, a loan or some form of non- financial support.
- 1.2. The concept of subsidies and the subsidy regulations of the General Administrative Law Act (Algemene Wet Bestuursrecht) do not apply to the relationship between Hezelburcht and the Client. In the relationship between Hezelburcht and the Client, the concept of subsidy and the conditions as laid down in these General Terms and Conditions apply.

### Article 2: Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all Offers made by Hezelburcht, to confirmations of contracts by Hezelburcht, to all agreements to be entered into and entered into by Hezelburcht and the Client, and to all other legal relationships between Hezelburcht and the Client.
- 2.2 The present General Terms and Conditions override general or specific conditions or provisions of the Client, unless explicitly agreed otherwise in advance and in writing.
- 2.3 Deviations from these General Terms and Conditions are valid only if explicitly confirmed in writing by Hezelburcht.
- 2.4 The present General Terms and Conditions also apply to future Offers produced by Hezelburcht, to future confirmations of contracts by Hezelburcht, to all subsequent and future agreements and to all other future legal relationships between Hezelburcht and the Client, including such cases where no reference is made to these General Terms and Conditions.
- 2.5 The present General Terms and Conditions may be translated from the Dutch language into a foreign language. In the event of differences between the texts resulting from the translation, the Dutch text takes precedence.
- 2.6 Hezelburcht is authorised to make amendments to these General Terms and Conditions. The amendments come into force at the time announced by Hezelburcht.

### Article 3: Offers

- 3.1 All Offers made by or through Hezelburcht shall be free of obligation and shall be indicative, unless explicitly indicated otherwise in writing by Hezelburcht.
- 3.2 All information and announcements relating to results and/or projected performance supplied by Hezelburcht in preparing the Offer are not binding on Hezelburcht. Hezelburcht accepts no liability for incorrect information.
- 3.3 All Offers are made by Hezelburcht to the best of its knowledge and with the utmost care. Nevertheless, Hezelburcht does not guarantee that there can be no deviations in this respect.
- 3.4 If the Client, in making an enquiry, provides Hezelburcht with documents, data, drawings and suchlike, Hezelburcht shall assume that these are correct and shall base its Offer on them.
- 3.5 If the Client does not accept the Offer made by Hezelburcht, Hezelburcht has the right to charge the Client for all costs incurred by Hezelburcht in preparing the Offer.

### Article 4: Establishing the agreement

An agreement is established by means of both parties signing the Offer or by means of the Client signing a contract form or if Hezelburcht executes a contract awarded by the Client.

### Article 5: Term of execution

- 5.1 Terms within which the services are to be provided shall always be approximate and shall never be absolute, unless it has been explicitly agreed otherwise in writing.
- 5.2 Should Hezelburcht exceed the term of execution it has given, the Client must immediately declare Hezelburcht in default in writing by registered letter, and the Client must grant Hezelburcht a reasonable term in which it may still fulfil its obligations. The Client has no right to compensation for any damage, whether direct or indirect and of any kind whatsoever, resulting from failure by Hezelburcht to meet the term it has agreed or set.

### Article 6: Fees

- 6.1 Unless agreed otherwise, Hezelburcht shall charge for work performed on the basis of the time actually spent and the fees agreed (hours x rate), notwithstanding the outcome of the contract awarded by the Client.
- 6.2 If Hezelburcht and the Client have agreed a fixed price for the work to be performed by Hezelburcht, Hezelburcht cannot be held to this agreement should this fixed price have been agreed on the basis of incorrect and/or incomplete information. In such a situation, Hezelburcht has the right to charge the Client for all of the additional work required, at the hourly rates charged by Hezelburcht.
- 6.3 In respect of contracts executed on a No-cure-no-pay basis, the percentage agreed shall be taken as the basis for calculating the fee owed by the Client at the moment of "cure".
- 6.4 All charges shall be exclusive of VAT and other government levies, unless explicitly stated otherwise in writing. Expenses and the costs of services by third parties are also not included in the fees; the Client shall be invoiced separately for these costs.
- 6.5 Should the cost price of the services to be provided by Hezelburcht rise for whatever reason during the term of the agreement, Hezelburcht has the right to pass on these cost increases to the Client.

### Article 7: Payment conditions

- 7.1 Unless explicitly agreed otherwise in writing, payment (without debt remission or deductions) must be made at the latest within 30 days from the date of invoice.
- 7.2 In respect of contracts executed on a No-cure-no-pay basis, the payment date given in the relevant agreement applies. The Client's obligation to pay takes effect at the moment of "cure".
- 7.3 By operation of law (thus without any reminder or further service of notice upon the debtor being required), the Client is in default as soon as the payment date has passed and payment in full has not been made. In the event of default, the Client is liable for delayed payment interest of 1% per month or part of month, over and above the outstanding amount owed, to be calculated from the date on which the payment was due.
- 7.4 In case of failure to pay by the payment date, the Client must also pay all non-legal collection costs incurred by Hezelburcht. The non-legal collection costs are set at a minimum of 15% of the total amount outstanding, with a minimum sum of €115.-.
- 7.5 If Hezelburcht has made its claim subject to a judicial procedure (arbitrage and binding recommendation), the Client shall be obliged to reimburse the actual costs incurred during this procedure. These include the costs of lawyers and legally competent advisers, as well as the fee and standing charge owed to arbiters or providers of binding recommendations, including circumstances in which such fees exceed any award of legal costs on the basis of section 237 ff. of the Code of Civil Procedure (Wetboek van Burgerlijke Rechtsvordering).
- 7.6 If the Client is in default, all sums owed by the Client to Hezelburcht are demandable immediately and in full, without further service of notice upon the debtor and/or judicial intervention.

### Article 8: Cooperation by the Client

- 8.1 The Client is obliged to provide Hezelburcht with every cooperation for the execution of the agreement. The agreement shall be executed on the basis of the information provided by the Client.

- 8.2 The Client shall ensure that all data that Hezelburcht indicates are necessary for the execution of the agreement are supplied to Hezelburcht in a timely fashion. Should the Client fail to do this, Hezelburcht has the right to suspend execution of the agreement until such time as it has received all the data that it requested or that it requires. In such a case, Hezelburcht also has the right to charge the Client, at its standard rates, for the additional costs that it was forced to incur due to the lack of essential data.
- 8.3 Hezelburcht is not liable for any damage, whether direct or indirect and of any kind whatsoever, suffered as a result of Hezelburcht working on the basis of incorrect and/or incomplete data supplied by the Client.

### Article 9: Secrecy

- 9.1 Hezelburcht is bound to secrecy and shall not make known to third parties either documents made available to it by the Client or information communicated orally, with the exception of disclosure to the subsidy provider(s) and the body or bodies to which an application for subsidy could be made. Staff employed by Hezelburcht are also bound to secrecy.
- 9.2 The Client is bound to secrecy towards Hezelburcht in relation to all facts and circumstances to which it is privy in the context of the agreement.

### Article 10: Intellectual property rights

- 10.1 All rights emanating from intellectual and industrial property, as well as copyright, remain with Hezelburcht.
- 10.2 Working methods, models, plans, designs, ideas, proposals made by Hezelburcht, opinions drawn up and/or reports produced, and other intellectual products, as well as tools such as software, are and remain the property of Hezelburcht.
- 10.3 Without explicit approval in writing from Hezelburcht, the Client is not permitted to duplicate or make copies of or to show to or make available to third parties any opinions drawn up and/or reports produced by Hezelburcht or tools or similar. Disclosure may therefore only occur following explicit permission in writing from Hezelburcht.

### Article 11: Force majeure

- 11.1 Force majeure on the part of Hezelburcht shall be understood to be any circumstance independent of Hezelburcht's will which hinders in part or in full the fulfilment of Hezelburcht's obligations towards the Client, or as a result of which Hezelburcht cannot reasonably be expected to fulfil its obligations, notwithstanding whether said circumstance was predictable at the time the agreement was established. Such circumstances include, amongst other things, strikes and lock-outs, disruption of business operations due, for example, to power cuts or measures by government bodies.
- 11.2 In the event of force majeure, Hezelburcht shall be relieved of its duty to fulfil its obligations towards the Client for the period during which force majeure exists, without the Client being entitled to exercise any right to compensation of any kind whatsoever.

### Article 12: Extension, suspension and termination

- 12.1 Unless explicitly agreed in writing between Hezelburcht and the Client, an ongoing agreement shall be tacitly extended, under the same conditions, for a period of one year at the end of the agreed term, unless one of the parties cancels the agreement by registered letter at least one month before the end of the agreed or the extended term.
- 12.2 If the Client decides at any time not to proceed with a subsidy application or any other financial or tax application, or ends an agreement with Hezelburcht prematurely for whatever reason, Hezelburcht has the right to invoice the Client for the costs incurred up to that point, on the basis of hours x rate with a minimum of €1.500.-. The Client shall also be obliged to compensate Hezelburcht for any damage suffered. This damage is set at a minimum of €1.500.- or 30% referred to in this paragraph, of the invoiced amount, without prejudice to Hezelburcht's right to compensation for the damage it actually suffered as a result of the cancellation of the contract or the ending of the agreement by the Client.
- 12.3 If the Client (i) fails to fulfil any obligation emanating from the agreement or fails to fulfil said obligation on time or properly, (ii) if there is an application to declare the Client bankrupt or in suspension of payment, or if debt rescheduling is sought in the case of the Client being a natural person, (iii) if a change occurs in the control over and/or the economic interest of the Client's company which has major consequences for the execution of the agreement, (iv) if the Client's company is dissolved, liquidated or closed down, (v) if there is seizure under a writ of attachment of a substantial part of the Client's capital or if the Client in some other manner loses the freedom to use a substantial part of its capital, Hezelburcht has the right, without prejudice to its right to compensation, to cancel the agreement with immediate effect, without further service of notice upon the debtor and without judicial intervention. All claims that Hezelburcht has or may have in future against the Client shall be demandable immediately and in full.

### Article 13: Liability

- 13.1 Unless there is evidence of intent or deliberate recklessness, Hezelburcht is not liable for any damage (including consequential loss, non-material damage, loss of profits or environmental damage), whether direct or indirect and of any kind whatsoever, notwithstanding the way in which such damage occurred and the persons who caused said damage. In all cases, Hezelburcht's liability is limited to that which is covered by Hezelburcht's insurance.
- 13.2 The Client indemnifies Hezelburcht against all claims of any kind whatsoever by third parties, whether direct or indirect and which are either directly or indirectly connected with the execution of the agreement.
- 13.3 Contracts for mediation and supervision of activities are, unless explicitly agreed otherwise, always obligations to perform to the best of one's ability. If the desired result is not achieved the Client is at all times bound to fulfil its obligations under the agreement. The Client shall only be released from this obligation if there is evidence of intent, gross culpability or gross negligence on the part of Hezelburcht.

### Article 14: Complaints

- 14.1 Complaints in respect of services provided by Hezelburcht must be notified to Hezelburcht by the Client within 48 hours of the grounds for complaint being detected. The complaints must be in writing and must contain a full account of the grounds for the complaints. Should any complaint not meet these specifications, Hezelburcht shall have the right not to take the complaint into consideration.
- 14.2 The Client cannot in any case register a complaint if it is made known to Hezelburcht later than seven days after the Client could reasonably be expected to have been able to detect the shortcoming.
- 14.3 Complaints in respect of invoices sent by Hezelburcht must be notified to Hezelburcht within the payment period. The complaints must be in writing and must contain a full account of the grounds for the complaints. Should any complaint not meet these specifications, Hezelburcht shall have the right not to take the complaint into consideration.
- 14.4 Complaints in respect of services provided by Hezelburcht and/or invoices sent by Hezelburcht do not revoke the Client's payment obligation.

### Article 15: Applicable law and disputes

- 15.1 Dutch law applies exclusively to all transactions covered by these General Terms and Conditions, except in cases covered by international treaty provisions, such as the Vienna Sales Convention, insofar as these provisions contain no compelling law.
- 15.2 All disputes, including those considered as such by only one party, which might arise between parties, shall be tried exclusively by the court Gelderland, location Arnhem, or depending on the height of the claim by the court Gelderland, district court Nijmegen, without prejudice to Hezelburcht's right to issue a summons against the Client to appear before the judge deemed competent by the law or the contract.

### Article 16: Date when General Terms and Conditions come into force

The present General Terms and Conditions shall come into force on March 11<sup>th</sup> 2020 and were registered with the Chamber of Commerce for Central Gelderland with the number 10142759 on March 11 2020.