

## **General conditions of Netherlands Telecom Consulting & Support B.V.**

These general conditions are filed with the Chamber of Commerce of The Hague, The Netherlands.

### **Clause 1: Definitions, applicability**

- 1.1 In these general conditions the following definitions have the thereby mentioned meaning:**
- 1.1.1** Agreement: the Agreement between NTCS and the Client with regard to the rendering of Services by NTCS and/or the Consultant and/or the Subcontractor to Client;
  - 1.1.2** Client: the party NTCS presents with an Offer an/or with whom NTCS has entered into an Agreement;
  - 1.1.3** Conditions: these general conditions, applicable to the Agreement;
  - 1.1.4** Consultant: the natural person employed or contracted by NTCS and/or the Subcontractor to render the Services to Client under the Agreement;
  - 1.1.5** NTCS: the limited company according to the law of the Netherlands Netherlands Telecom Consulting & Support B.V. having its registered seat and corporate office at The Hague, Netherlands;
  - 1.1.6** Offer: each and every offer, orally and/or in writing, by/on behalf of NTCS regarding the rendering of Services by NTCS to Client;
  - 1.1.7** Parties: Client, NTCS and the Subcontractor;
  - 1.1.8** Project: the Project referred to in the Agreement, for which the Services are to be rendered;
  - 1.1.9** Services: the consultancy Services NTCS and/or the Consultant and/or the Subcontractor is rendering (to its best efforts, not guaranteeing any outcome) to Client under the Agreement;
  - 1.1.10** Subcontractor: the party performing (part of) the Services on behalf of NTCS under agreement with NTCS;
  - 1.1.11** Third Parties: all parties other than Client, NTCS and the Subcontractor;
- 1.2** These Conditions shall apply to each and every Offer and each and every Agreement. Alternations to these Conditions shall only apply in case those have been explicitly agreed upon by NTCS in writing.
- 1.3** These Conditions shall apply to the explicit exclusion of any general conditions of Client.
- 1.4** In case any clause of these Conditions is void, all other clauses of these Conditions shall remain in full force.
- 1.5** NTCS reserves the right to alter/amend these Conditions at its sole discretion.

### **Clause 2: Offer, entering Agreement**

- 2.1** Each and every Offer is without (any) engagement, unless explicitly otherwise agreed upon by NTCS in writing, and can be withdrawn by NTCS at any time, even after acceptance by Client.
- 2.2** Each and every Agreement shall only be deemed as to be entered into after NTCS having signed the Agreement.

### **Clause 3: Project**

- 3.1 Each and every Project shall be defined in detail by Client, the exact specifications of which Project shall be agreed upon by Parties in the Agreement.

### **Clause 4: Consultant, subcontractor, Services**

- 4.1 NTCS shall do its utmost to ensure that the Consultant and/or Subcontractor shall exercise reasonable skill, care and diligence rendering the Services to Client.
- 4.2 NTCS shall do its utmost to render the Services to its best efforts. However, NTCS does not guarantee any outcome of these Services.
- 4.3 NTCS shall do its utmost to verify all the relevant information and/or qualifications and/or expertise regarding the Consultant and/or Subcontractor. NTCS cannot guarantee the correctness of that/these information and/or qualifications and/or expertise.
- 4.4 NTCS shall do its utmost to ensure that the Consultant and/or Subcontractor will fully comply with the rules of Client regarding security and internal organization, under the condition that Client has notified NTCS in time on these rules.
- 4.5 NTCS shall do its utmost to ensure that the Subcontractor will fully comply with the rules under the Agreement and these Conditions.
- 4.6 NTCS shall do its utmost to replace a Consultant and/or Subcontractor in case if such is necessary and advisable, and Client requests such soundly and reasonably well motivated, and Parties have agreed upon the conditions of that replacement.
- 4.7 NTCS and/or the Subcontractor shall (only) see to the Consultant and/or the Subcontractor rendering the Services during normal working hours of normal weekdays, not being public holidays in the country of Client, unless prior explicitly otherwise agreed upon by Parties in writing.

### **Clause 5: Client**

- 5.1 Client shall supply NTCS and the Consultant and/or the Subcontractor timely with all necessary information and documentation regarding the Project and the rendering of the Services.
- 5.2 Client shall make sufficiently time for the co-operation with NTCS and the Consultant and/or the Subcontractor to the extent that is reasonably required to render the Services.
- 5.3 Client shall fully co-operate with the obtaining of entry, exit, working and other permits/documents (if required) regarding the Consultant and/or the Subcontractor and rendering of the Services.
- 5.4 Client shall timely facilitate NTCS and the Consultant and/or the Subcontractor with all means possible (amongst others unobstructed access to premises, equipment and/or information/documentation such as, but not limited to, information on relevant local legislation, regulations/customs, applicable tax and social security) to the extent that is reasonably required to render the Services.

### **Clause 6: Fees, expenses**

- 6.1 NTCS shall invoice Client for the (hourly, daily, weekly or monthly) Fee as mentioned in the Agreement.
- 6.2 NTCS shall invoice Client for all travel expenses, costs of accommodation and lodging, and all other costs, unless explicitly otherwise agreed upon in the Agreement.

- 6.3 Client shall pay the invoices as mentioned in this clause within the period as set out in each individual invoice or, if no such period is mentioned, within thirty days as of the date of the invoice, by default of which Client shall be indebted to pay an interest rate of twelve percent per annum on the outstanding amount as well as the (extra) judicial collection costs, notwithstanding the fact that NTCS will then be entitled to suspend all the Services under the Agreement.
- 6.4 All invoices are subject to VAT, where applicable.
- 6.5 All invoices are expressed in Euro, unless explicitly otherwise agreed upon in the Agreement.

#### **Clause 7: (Non) Liability NTCS, indemnification**

- 7.1 NTCS shall not be liable under any circumstances for any indirect and/or consequential (i.e. all other than direct) loss, expense, damage, delay and/or compensation which may be suffered or incurred by Client arising from or in anyway connected with NTCS and/or the Consultant and/or the Subcontractor rendering the Services under the Agreement and/or the manner in which the(se) Services are/have been rendered to Client.
- 7.2 NTCS shall not be liable under any circumstances for any direct loss, expense, damage, delay and/or compensation which may be suffered or incurred by Client arising from or in anyway connected with the Consultant and/or the Subcontractor rendering the Services under the Agreement and/or the manner in which the(se) Services are/have been rendered to Client.
- 7.3 NTCS shall not be liable under any circumstances for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by Client arising from or in anyway connected with NTCS and/or the Consultant and/or the Subcontractor rendering the Services under the Agreement and/or the manner in which the(se) Services are/have been rendered to Client, in case Client is/will be in default regarding any obligations (whether contractual or not) towards NTCS and/or the Consultant and/or the Subcontractor under the Agreement.
- 7.4 NTCS shall not be liable under any circumstances for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by Client, in case NTCS and/or the Consultant and/or the Subcontractor shall not be able (in the widest sense) to render the Services due to circumstances Client is accountable for (in the widest sense).
- 7.5 NTCS shall not be liable under any circumstances for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by Client arising from or in anyway connected with the Consultant not being able (whether due to illness or due to any other circumstances) to render the Services under the Agreement.
- 7.6 NTCS shall not be liable under any circumstances for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by Client arising from or in anyway connected with any/whatever advice (in any form or way) and/or the implementation thereof, NTCS and/or the Consultant and/or the Subcontractor has supplied Client with under the Agreement.
- 7.7 In addition to/without prejudice to/except for paragraphs 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6, all possible liability under any circumstances of NTCS is limited to (direct) loss and/or damage which may be suffered or incurred by Client arising directly from or in anyway connected to an imputable failure of NTCS rendering the Services under the Agreement and/or the manner in which the(se) Services are/have been rendered, and is limited to the amount/benefits the liability insurer of NTCS pays out in the occurring case. Only in case NTCS is not insured against (any such) liability or in case the liability insurer does not pay out any amount/benefits to NTCS in the occurring case, paragraph 7.8 will apply.

- 7.8** All possible liability under any circumstances of NTCS with respect to Client as mentioned in paragraph 7.7 is limited to an amount not exceeding half of the total amount of the (total) Fee, without VAT and costs (all as mentioned in clause 6), invoiced by NTCS to Client during the period of three months directly preceding the date and time of occurring of that/those loss/damage.
- 7.9** Client shall indemnify NTCS against all possible claims of Third Parties for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by Third Parties arising from or in anyway connected with NTCS and/or the Consultant and/or the Subcontractor rendering the Services under the Agreement and/or the manner in which the(se) Services are/have been rendered to Client.
- 7.10** In case Client is/will be in default regarding any obligations (whether contractual or not) towards NTCS under the Agreement, Client shall indemnify NTCS against all possible claims (whether contractual or not) towards NTCS of the Consultant and/or the Subcontractor for any loss, expense, damage, delay and/or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Consultant and/or the Subcontractor rendering the Services under the Agreement.

#### **Clause 8: Confidentiality, non-disclosure**

- 8.1** Parties shall treat (strictly) confidential all information and data (in the widest sense) Parties get acquainted with, irrespective of its bearer(s), regarding Parties and/or their affiliates and subsidiaries such as – but not limited to – business operations, products, know how, the Agreement, the cooperation between Parties and finances, the (strictly) confidential nature of which information is known/has to be known to Parties.
- 8.2** Parties shall not disclose to Third Parties the (strictly) confidential information and data as mentioned in paragraph 8.1, except for prior written approval of Parties.
- 8.3** Not (strictly) confidential information and data in the sense of paragraph 8.1 are information and data gathered by Parties independently from the (other) parties, nor information and data made public by Parties themselves and/or their affiliates and subsidiaries.

#### **Clause 9: (Prior) Termination Agreement**

- 9.1** All Parties shall be entitled to terminate the Agreement in writing with immediate effect and without notice, in case:
- 9.1.1** a petition has been filed for suspension of payment, bankruptcy or liquidation regarding (one of the) parties;
  - 9.1.2** one of the Parties will be (partly) dissolved.
- 9.2** NTCS shall be entitled to terminate the Agreement in writing without immediate effect and without notice in case Client, having received a notification of default, will be in default regarding any (whether contractual or other) obligation under the Agreement as of the date mentioned in that notification of default.
- 9.3** NTCS shall be entitled to terminate the Agreement in writing without immediate effect and without notice in case NTCS and/or the Consultant and/or the Subcontractor shall not be able (in the widest sense) to render the Services due to circumstances Client is accountable for (in the widest sense), as mentioned in paragraph 7.4.
- 9.4** Parties shall only be entitled to terminate an Agreement with a duration of more than one year, in writing by the end of a calendar month with a three months notice, except for other provisions of this clause.

- 9.5** In case of applicability of paragraph 9.2 the (prior) termination of the Agreement leaves intact the obligation of Client both to pay all the Fees and costs as mentioned in clause 6 indebted to NTCS and/or the Subcontractor until the date of termination of the Agreement, as to compensate NTCS and/or the Subcontractor for all the costs and damages (in the widest sense) sustained in relation to the termination of the Agreement.
- 9.6** In case of applicability of this clause Parties shall fully comply with all obligations under the Agreement and these Conditions, which to their nature maintain fully in force after termination of the Agreement.
- 9.7** In case of (prior) termination of the Agreement by NTCS as mentioned in this clause, NTCS shall not be indebted to compensate Client for any costs or damages.

#### **Clause 10: Miscellaneous**

- 10.1** Client shall not be entitled to assign any of its obligations under the Agreement and/or these Conditions to Third Parties, without explicit prior consent of NTCS in writing.
- 10.2** NTCS shall be entitled to use the name of Client and/or the Project for promotional purposes.
- 10.3** All intellectual property rights related to/arising out of the Services under the Agreement shall vest in NTCS, unless prior explicitly otherwise agreed upon by Parties in writing.
- 10.4** Parties shall for both the duration of the Agreement as a period of one year after (prior) termination thereof refrain from (trying to) employing (whether directly or through affiliates and/or subsidiaries and/or Third Parties) Consultants of NTCS and/or of the Subcontractor. In case one of the Parties will be in default regarding this obligation, that party shall be indebted to pay to the other party a penalty of Euro 50.000 (say: fifty thousand Euro) notwithstanding the obligation of that one party to compensate the other party/Parties for all costs and damages sustained by that other party.
- 10.5** In case NTCS shall not exercise any right or claim under the Agreement and/or under these Conditions, that will not imply in any way that NTCS is waving (the exercising of) that right or claim whatsoever.
- 10.6** All communication between NTCS and/or the Subcontractor on the one hand and Client on the other hand will be in the Dutch or English language.
- 10.7** All formal notices and notifications between Parties under the Agreement and/or these Conditions will be in writing.

#### **Clause 11: Applicable law, competent court**

- 11.1** The Agreement and all disputes arising out of/related to the Agreement are subject to Dutch law.
- 11.2** All disputes arising out of/related to the Agreement will be exclusively submitted to the competent court of The Hague, The Netherlands.