

## 1. GENERAL

- 1.1 These General Terms and Conditions apply to all services (to be) provided by BexerHamstra B.V. (with registration number: 61960713), and/or Bexer Benefits B.V. (with registration number: 59084510) and/or Bexer Digital B.V. (with registration number 77222563) and direct or indirect affiliates or subsidiaries thereof (each referred to as **Bexer** and, where applicable, jointly **Bexer**).
- 1.2 Bexer is/are Dutch private limited liability company/-ies with registered office address at Utrecht, The Netherlands.
- 1.3 The applicability of any purchase or other general terms and conditions of Client is hereby expressly excluded

## 2. PROVISION OF SERVICES

- 2.1 All services are provided by Bexer and solely Bexer shall operate as contracting party of the Client and not any persons and/or legal entities associated with Bexer, even if it is Client's intention that an assignment is carried out by a specific person associated with Bexer. The application of Sections 404 and 407 sub 2 of Book 7 of the Dutch Civil Code are excluded.
- 2.2 These General Terms and Conditions as well as any other conditions agreed upon with Client are stipulated for and may be relied upon by Bexer and by any persons and/or legal entities associated or formerly associated with Bexer or involved in the provision of services by or on behalf of Bexer in any manner, as well as by their legal successors. They may invoke any of these provisions with regard to Client and, where appropriate, any reference to Bexer should be read as a reference to the person and/or legal entity concerned. In the performance of their professional work, these persons shall act exclusively for the account and risk of Bexer.
- 2.3 All services provided by Bexer are exclusively addressed to the Client. Third parties may not rely on or derive any rights from services provided to the Client

or the result therefrom, even if they can be considered an (direct or indirect) interested party. Bexer does not accept any liability towards third parties for services provided to Client.

## 3. PAYMENT TERMS

- 3.1 Bexer will send monthly invoices for services performed in the preceding calendar month. : Invoices will only be sent by email.
- 3.2 In the event Client cancels an arrangement with Bexer relating to the provision of certain services during a certain period (number of hours) less than 48 hours prior to the commencement of such services, Bexer may charge 100% of the applicable fees for such services. In the event Client cancels an arrangement with Bexer relating to the provision of certain services during a certain period (number of hours) less than 96 hours prior to the commencement of such services, Bexer may charge 50% of the applicable fees for such services. To the extent Bexer incurred costs in relation to an arrangement, the Client will be obliged to reimburse Bexer fully for such costs.
- 3.3 All fees are exclusive of value added tax (VAT) and expenses incurred by Bexer (including accommodation costs and travel expenses). Bexer may adjust its hourly rates annually, as per January.
- 3.4 Client must make all payments without deduction, discount, or set-off by deposit or wire transfer to the bank account stated on the invoice within thirty (30) days after the invoice date.
- 3.5 Client may notify Bexer in writing of any objections to an invoice within thirty (30) days after the invoice date. If Client fails to do so within this period, the invoice will be deemed to have been accepted.
- 3.6 If Client fails to pay any amounts due within the period set forth in Clause 3.4 of these General Terms and Conditions, Client shall be in default without further notice and will be indebted statutory trade interest over the outstanding amount until payment in full of the outstanding amount (including interest accrued thereon).

3.7 In the event Client fails to fulfil its payment obligations ultimately within 45 days after the invoice date, Bexer shall be entitled to suspend the provision of services to Client. If Bexer exercises such right, Client shall be notified of such suspension in advance.

#### **4. CONFIDENTIALITY**

4.1 Bexer will hold all confidential information it receives or has received from Client strictly confidential towards third parties, unless a legal or professional obligation exists or arises to disclose such information.

4.2 Bexer will not disclose the contents of reports, opinions, memoranda, advices or other written or oral statements rendered by Bexer without the prior written consent of Client.

#### **5. INTELLECTUAL PROPERTY**

5.1 Bexer retains all intellectual property rights pertaining to products it uses and/or has used and/or develops and/or has developed as part of the provision of services to Client.

5.2 Client is not entitled to and must refrain from reproducing, publishing and/or using for commercial ends, solely or in collaboration with third parties, of such products, including software, system designs, working methods, opinions, advices, contract, template contracts and all other intellectual products, all in the broadest sense. Such products cannot and may not be reproduced and/or published and/or used for commercial ends without the prior written consent of Bexer. Client is entitled to reproduce written documents for internal use within its organisation to the extent such is in compliance with the object of Bexer's engagement.

5.3 Client agrees that any material, data and other information provided to Bexer by it or on its behalf may be used by Bexer for building and/or maintaining a database developed or to be developed by Client for the provision of services to Client and/or third parties, provided that such material, data and other information will solely be included in an anonymous form in such database.

#### **6. LIABILITY**

6.1 Bexer's liability is limited to the amount that is paid out for the relevant claim under the professional liability insurance policy taken out by Bexer, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to the amount that is equal to the amount invoiced and received by Bexer for services provided to Client (excluding VAT) in the relevant matter in the 12 months preceding the day on which the liability arose, with a maximum of EUR 50,000.

6.2 Any liability of persons and/or legal entities (in)directly associated with Bexer (including but not limited to its directors, officers, employees, shareholders and their individual holding companies) is excluded.

6.3 Every claim for compensation will expire one (1) year after the date on which Client became aware of the damage and of Bexer's liability for the damage.

6.4 In no event will Bexer be liable for any trading loss or indirect or consequential damage sustained by Client or third parties.

#### **7. ANTI-SOLICITATION**

7.1 During a period of 12 months after an employee of Bexer provided services to or for the benefit of Client Client or (an) enterprise(s) associated with Client, Client and all enterprises associated with Client are prohibited from directly or indirectly entering into an employment agreement or collaboration or contractual relationship of any kind with the relevant employee of Bexer.

7.2 In the event of a violation by the client or a company affiliated with the client of the provisions of Article 7.1 of these general terms and conditions, the client forfeits an immediately due and payable fine in an amount equal to 100% of the applicable gross annual income of the relevant employee of the contractor

#### **8. TERMINATION**

- 8.1 Client may terminate the agreement for services with Bexer at any time, provided that notice of termination must be given in writing to its contact at Bexer.
- 8.2 Bexer may terminate agreement for services with Client by giving the Client fourteen (14) days' prior notice, or immediate notice if Client does not pay an invoice within sixty (60) days of the due date, provided that notice of termination is given in writing.
- 8.3 If the agreement for services is terminated, Client will pay the fees for the services provided and expenses incurred by Bexer until the termination date.

## 9. SEVERABILITY

If any provision of these General Terms and Conditions is declared void or unenforceable, the other provisions of these General Terms and Conditions shall remain to be of effect, unless the latter provisions must be deemed to be indissolubly connected with the void or unenforceable provision. In the event the other provisions remain valid, Bexer shall replace the void or unenforceable provision by a valid provision which reflects Bexer's original intent to the greatest possible extent.

## 10. PERSONAL DATA

- 10.1 Terms that are defined in the General Data Protection Regulation (GDPR) have the same meaning in this Article 10 of the General Terms and Conditions.
- 10.2 Bexer may process personal data within the framework of the provision of services to Client.
- 10.3 Client will indemnify and will hold harmless Bexer and all individuals and legal entities associated with Bexer from and against all claims which may be instituted by third parties and all damage suffered by Bexer and/or any individuals and legal entities associated with Bexer in relation to an alleged unlawful processing of personal data within the framework of the provision of services to Client, to the extent such personal data are received by Bexer from or on behalf of Client.

## 11. JURISDICTION AND APPLICABLE LAW

- 11.1 The agreement for services by and between Bexer and Client and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 11.2 The District Court of Central Netherlands (*Midden-Nederland*), location Utrecht, The Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.