

# Terms and conditions

of the private company KplusV B.V.,  
established in Arnhem  
filed on August 14, 2020  
at the registry of the court in Arnhem  
under number A / 05/20/31

## Article 1: Applicability

These terms and conditions apply to every offer, assignment and agreement between KplusV B.V. (hereinafter referred to as KplusV), or its affiliated companies, on the one hand, and a client (hereinafter referred to as the client) on the other, insofar as the parties have not deviated from these terms and conditions in writing.

## Article 2: Offers; exercises; formation of the agreement

- 2.1 The offers issued by KplusV are without obligation. They are valid for 30 days, unless stated otherwise.
- 2.2 All stated prices are exclusive of VAT and exclusive of the costs that KplusV incurs in the interest of the performance of the agreement, unless otherwise agreed in writing..
- 2.3 An agreement is only concluded after the order has been accepted by an authorized representative of KplusV.
- 2.4 KplusV has the right to demand security or payment of an advance from the client at or after the conclusion of the agreement, prior to (further) performance.

## Article 3: Implementation of the agreement

- 3.1 KplusV will execute the agreement, which must be regarded as a best efforts obligation at all times, to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 3.2 KplusV can have the agreement executed by third parties under its responsibility. The applicability of articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is excluded.
- 3.3 The Client will ensure at its own expense that all items and data, of which KplusV indicates that they are necessary, or of which the Client should reasonably understand that these are necessary for the execution of the agreement, are provided to KplusV in a timely manner. If the items and information required for the implementation of the agreement are not provided to KplusV in time, it has the right not to start with the implementation of the agreement, or to suspend the implementation of the agreement and / or to charge any resulting additional costs to the client according to the usual rates.
- 3.4 Client will make employees from its own organization, who will be involved in the work, available to KplusV free of charge, as well as, if requested by KplusV, its own workspace with telephone, fax, e-mail and internet connection.
- 3.5 KplusV is not liable for damage, of whatever nature, arising because it has relied on incorrect and / or incomplete information or inadequate materials provided by the client.

## Article 4: Premature termination

- 4.1 Both parties can cancel the agreement at any time, provided the cancellation is in writing and with reasons. Parties must observe a notice period of at least five days.
- 4.2 In the event of early termination, KplusV is in any case entitled to payment of its invoices for the work performed and costs incurred until the termination of the agreement, in addition to reimbursement of costs incurred.

## Article 5: Dissolution; suspension

The claims of KplusV on the client are immediately due and payable in the following cases:

- if, after the agreement has been concluded, KplusV becomes aware of circumstances that give it good grounds to fear that the client will not meet its obligations;
- if KplusV has asked the client to provide security for compliance and this security is not forthcoming or is insufficient;
- If the client is declared bankrupt, applies for a moratorium or ceases its business operations;
- if the client is otherwise in default and does not fulfill its obligations under the agreement.

In the aforementioned cases, KplusV is authorized to suspend the further execution of the agreement and / or to dissolve the agreement, all this under the obligation of the client to compensate the damage suffered by KplusV as a result and without prejudice to the other rights accruing to KplusV.

## Article 6: Confidentiality; non-competition

- 6.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the agreement.  
Information is considered confidential if this has been communicated by the disclosing party, or if this arises from the nature of the information..
- 6.2 The parties agree not to employ staff of the other party for the duration of the agreement and for a period of one year after its termination without the consent of the other party.

## Article 7: Amendments to the agreement

- 7.1 If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the activities to be performed, the parties will adjust the agreement accordingly in mutual consultation. KplusV is only bound by an amendment to the agreement if the parties agree on this in writing.
- 7.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected.
- 7.3 If the change or addition has financial and / or qualitative consequences, KplusV will inform the client about this. If a fixed fee has been agreed, it will indicate, if possible, to what extent the change or supplement to the agreement will result in this fee being exceeded.

## Article 8: Intellectual and industrial property rights

- 8.1 KplusV reserves all intellectual and industrial property rights, including, but not limited to, copyrights, trademark rights, patent rights, database rights, design rights, trade name rights, as well as rights to know-how.
- 8.2 All advice and documents and information and the like issued by KplusV within the framework of the agreement, as well as models, techniques, instruments, software, etc. used in the execution of the agreement, remain the property of KplusV. Without the prior written consent of KplusV, the client is not entitled to publish and notify third parties thereof.

#### **Article 9: Fee**

- 9.1 Paragraphs 2, 5 and 6 of this article apply to offers and agreements in which a fixed fee is offered or agreed. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.
- 9.2 If no fixed fee is agreed, the fee will be determined on the basis of the time actually spent. The fee is calculated according to the agreed hourly rate or rate per day or part of a day and, in the absence thereof, according to the usual rates of KplusV applicable for the period in which the work is performed, unless a different rate has been agreed. Prices and rates are exclusive of VAT.
- 9.3 If no fixed fee is agreed, the fee will be determined on the basis of the time actually spent. The fee is calculated according to the agreed hourly rate or rate per day or part of a day and, in the absence thereof, according to the usual rates of KplusV applicable for the period in which the work is performed, unless a different rate has been agreed. Prices and rates are exclusive of VAT.
- 9.4 Any cost estimates are exclusive of VAT.
- 9.5 KplusV is entitled to periodically charge the costs owed to the client.
- 9.6 KplusV is entitled to increase the agreed fee or rate. If the increase is more than 10%, the client has the right to dissolve the agreement by means of a written statement. In that case, the dissolution must take place immediately after the client has become aware of the increase.

#### **Article 10: Complaints and dissatisfaction**

- 10.1 Complaints about the work performed and / or invoices sent must be reported in writing by the client to KplusV within two weeks after the performance of the relevant activities / the date of the invoice sent.
- 10.2 If a complaint about work performed is justified, KplusV will still provide the services as agreed, unless this has meanwhile become pointless for the client. The latter must be made known by the client. If the provision of the agreed services is no longer possible or useful, KplusV will only be liable within the limits of Article 12.

#### **Article 11: Payment**

- 11.1 Payment by the client must be made within fourteen days of the invoice date. After the expiry of fourteen days after the invoice date, without full payment having been made, the client will be in default by operation of law. From the moment of default, the client owes default interest equal to the statutory interest applicable in the mutual relationship between KplusV and the client.
- 11.2 Payment must be made without discount or set-off.
- 11.3 Work performed may, if the performance of the agreement extends over a period longer than one month, be charged in the interim.
- 11.4 If the order has been given to KplusV by more than one client, each client is jointly and severally liable for the fulfillment of the (payment) obligations under the agreement concluded with KplusV.
- 11.5 If KplusV takes collection measures against the client who is in default, the costs associated with that collection - with a minimum of 10% of the outstanding invoices - will be charged to the client.
- 11.6 Payments made by the client always serve to settle in the first place all interest and costs owed and in the second place of due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

#### **Article 12: Liability**

- 12.1 Without prejudice to the other provisions of this article, KplusV is only liable towards the client for damage that is the direct result of a shortcoming in the fulfillment of the agreement attributable to it and if and insofar as the damage is based on normal professional knowledge and experience and could have been avoided with due observance of normal vigilance and reasonable professional practice.
- 12.2 If KplusV is liable, the liability, insofar as it is covered by its liability insurance, is limited to the amount of the payment made by the insurer. If in any case the insurer does not pay out or if the damage is not covered by the insurance, the liability of KplusV is limited to the amount of the fee charged by KplusV to the client. For assignments with a term of more than six months, KplusV's liability is further limited to the fee charged to the client over the last six months.
- 12.3 The necessary care will always be taken when engaging third parties by KplusV. However, KplusV is not liable for any shortcomings of these third parties.
- 12.4 The liability limitation in this article also applies in the event KplusV is liable for errors by third parties engaged by it or for the improper functioning of equipment, software or other items used by KplusV in the performance of the agreement.
- 12.5 KplusV is not liable for consequential damage, such as damage in the form of loss of profit and other indirect damage.
- 12.6 Any right of action of the client against KplusV for compensation of damage lapses after one year after the damage has been discovered or should reasonably have been discovered, unless the client has instituted legal action against KplusV within that period.
- 12.7 The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or willful recklessness on the part of KplusV or its managerial subordinates.

#### **Article 13: Amendment clause**

KplusV is entitled to unilaterally amend these Terms and Conditions. In such case KplusV will inform the client of the changes. There will be at least 30 days between this notification and the entry into force of the amended terms and conditions. If the client is a natural person who does not act in the exercise of a profession or business, and the amendment of the General Terms and Conditions results in the client being provided with a performance that substantially deviates from the original performance, this client shall have the right to dissolve the agreement on the date that the amended terms and conditions come into effect.

#### **Article 14: Dispute settlement; applicable law**

- 14.1 Contrary to the legal rules for the jurisdiction of the civil court, any dispute between KplusV and the client, if the court has jurisdiction, will in the first instance be settled exclusively by the court in Arnhem. This does not apply to cantonal cases as referred to in article 108 paragraph 2 of the Code of Civil Procedure. However, KplusV always remains authorized to submit a dispute to the competent court according to the law or the applicable international treaty.
- 14.2 Dutch law applies to every agreement between KplusV and the client.