

## General Terms and Conditions of Grant Consulting

### 1. General

In the general terms and conditions, the following definitions shall apply:

- 1.1 Client: the other party of the Contractor.
- 1.2 Contractor: Sira Incentives B.V., registered with the trade register under number 30286156.
- 1.3 Assignment or Agreement: the contract of assignment, under which the Contractor undertakes to the Client to perform work in the field of acquiring subsidies and/or tax concessions and/or credit facilities and/or government contracts.

### 2. Applicability

- 2.1 These general terms and conditions apply to all services provided by Contractor to Client, except to the extent that the contents of these general terms and conditions are deviated from in the order confirmation.
- 2.2 The Contractor's Rules of Conduct and Professional Rules form part of the Agreement. The Client declares that it will always respect the obligations arising therefrom for the Contractor.
- 2.3 The applicability of General Terms and Conditions of the Client is expressly rejected by the Contractor.

### 3. Establishment of the agreement

- 3.1 The Agreement is formed by these general terms and conditions together with the order confirmation and is established at the moment the order confirmation signed by the Contractor and the Client has been received back by the Contractor. As long as the order confirmation has not been returned back to the Contractor, the Contractor reserves the right to deploy its (personnel) capacity elsewhere. The order confirmation is based on the information provided by the Client to the Contractor at the time. The order confirmation is deemed to accurately and completely reflect the Agreement.
- 3.2 If the Assignment has been given verbally, or if the order confirmation has not been received - signed - in return, the Assignment is deemed to have been concluded under the applicability of these general terms and conditions at the moment that the Contractor has started the execution of the Assignment at the Client's request.
- 3.3 The Agreement supersedes, and replaces, all prior proposals, correspondence, agreements or other communications, whether written or orally made.
- 3.4 The Agreement is entered into for an indefinite period, unless it follows from the content, nature or scope of the Order granted that it was entered into for a definite period.

### 4. Cooperation by Client

- 4.1 The Client shall ensure that all information and documents which Contractor, according to its opinion, requires for the correct and timely performance of the Assignment, shall be made available to Contractor timely and in the form and manner requested by Contractor.
- 4.2 The Client shall ensure that the Contractor is informed without delay of facts and circumstances which may be relevant in connection with the correct execution of the Assignment.
- 4.3 Unless otherwise arises from the nature of the Assignment, the Client is responsible for the accuracy, completeness and reliability of the information and documents made available to the Contractor, even if they originate through or from third parties.

- 4.4 Any additional costs and additional fees arising from a delay in the performance of the Assignment as a result of the failure to make the requested information, documents, facilities and/or personnel available on time or properly will be borne by the Client.

## 5. Performance of the assignment

- 5.1 All work performed by the Contractor shall be performed to the best of its knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended work, there is an obligation of effort on the part of the Contractor, unless expressly agreed otherwise.
- 5.2 Contractor shall determine the manner in which and by which employees or agents the Assignment will be carried out, but in doing so shall as far as possible take the requirements communicated by Client into account. If an employee or agent is mentioned by name in the Assignment confirmation, the Contractor shall make effort to ensure that the employee or agent in question remains available to perform the work throughout the entire term of the Assignment. Notwithstanding the foregoing, the Contractor shall have the right to replace the employee or agent after consultation with the Client.
- 5.3 Contractor may perform and charge Client for more work than that for which the Assignment was issued only if Client has given its prior consent. However, if Contractor is required to perform additional work by virtue of its (statutory) duty of care, it will be entitled to charge Client for such additional work, even if Client has not given its express prior consent for the performance of the additional work.
- 5.4 If Client wishes to involve third parties in the performance of the Assignment, it shall only do so after having reached agreement thereon with Contractor, as the direct or indirect involvement of a third party in the performance of the Assignment may significantly affect Contractor's ability to correctly perform the Assignment. The provisions of the previous sentence shall apply mutatis mutandis to the Contractor.
- 5.5 Contractor shall maintain a work file relating to the Assignment containing copies of relevant documents, which shall be the property of Contractor.

## 6. Confidentiality

- 6.1 Unless any provision of law, regulation or other (professional) rule obliges it to do so, Contractor is obliged to maintain confidentiality against third parties with respect to confidential information obtained from Client. Client may grant a waiver to Contractor in this regard.
- 6.2 Except with the written permission of Client, Contractor is not entitled to use the confidential information made available to it by Client for a purpose other than that for which it was obtained. However, an exception shall be made in the event Contractor acts for itself in disciplinary, civil or criminal proceedings in which it may be relevant.
- 6.3 Unless there is any legal provision, regulation or other (professional) rule obliging Client to disclose or Contractor has given its prior written permission to do so, Client shall not disclose the contents of reports, advice or other expressions of Contractor, written or otherwise, to third parties.
- 6.4 Contractor and Client shall impose their obligations under this article on third parties to be engaged by them.
- 6.5 Notwithstanding the provisions of Articles 6.1 and 6.2, Contractor shall be entitled to give an outline of the work performed to (potential) clients of Contractor and only as an indication of Contractor's experience.

## 7. Intellectual property

- 7.1 Contractor reserves all intellectual property rights with regard to products which it uses or has used and/or develops and/or has developed in the context of the performance of the Assignment, and in respect of which it holds or can assert copyrights or other intellectual property rights.

- 7.2 The Client is explicitly forbidden to reproduce, disclose and exploit Contractor's products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products, all in the broadest sense of the word, with or without the involvement of third parties.
- Reproduction and/or disclosure and/or exploitation shall be permitted only after obtaining the written permission of Contractor. The Client is entitled to reproduce the written documents for use within its own organization, insofar as appropriate within the purpose of the Assignment. In the event of premature termination of the Assignment, the foregoing shall apply mutatis mutandis.

## 8. Fee

- 8.1 If after the conclusion of the Agreement, but before the Assignment has been fully executed, rate-determining factors, such as, for example, wages and/or prices, are subject to change, the Contractor will be entitled to adjust the previously agreed rate accordingly.
- 8.2 Contractor's fee is exclusive of expenses incurred by Contractor and exclusive of invoices from third parties engaged by Contractor.
- 8.3 All fees and rates are exclusive of Value Added Tax (VAT) and any other government levies.

## 9. Payment

- 9.1 Payment by Client must be made, without deduction, discount or set-off, within 28 days of invoice date.
- 9.2 Payment must be made in the currency indicated on the invoice, by transfer to a bank account designated by Contractor. Objections to the amount of invoices submitted do not suspend the Client's payment obligation.
- 9.3 On the date of an (advance on a) payment made as a result of the Assignment, a financial benefit will accrue to Client and consequently an immediately payable claim against Client to the maximum amount equal to the invoice amount.
- 9.4 If the period referred to under 9.1 is exceeded, Client will be in default by operation of law. In that case, all Contractor's claims against Client, on whatever account, shall be immediately due and payable. Client shall, without further notice of default, owe interest at the statutory commercial interest rate per month or part thereof on all amounts not paid by the last day of the payment period from that day until the day on which payment is made. The costs for a reminder, reminder and summons due to the default of Client shall be EUR 100 each time. Contractor is entitled to charge these costs to Client. These costs cover the administrative consequences of these costs for Contractor. Contractor shall then also be entitled to charge Client both extrajudicial collection costs amounting to 15% of the total amount due with a minimum of EUR 250 and the actual (extra-)judicial collection costs incurred. The judicial costs include the full costs incurred by the Contractor, even if these exceed the statutory liquidation rate.
- 9.5 If, in the opinion of Contractor, the Client's financial position and/or payment record justifies such action, Contractor shall be entitled to demand that the Client immediately grant (additional) collateral in a form to be determined by Contractor and/or make an advance payment. If the Client fails to grant the required collateral, the Contractor shall be entitled, without prejudice to its other rights, to immediately suspend the further performance of the Assignment and all amounts owed by the Client to the Contractor for whatever reason shall become immediately due and payable.
- 9.6 In the event of a jointly given Assignment, Clients are jointly and severally liable for payment of the full invoice amount to the extent that work has been performed on behalf of the joint Clients.

## 10. Complaints

- 10.1 Complaints regarding the work performed and/or the invoice amount must be made known to Contractor in writing within 30 days of the date of dispatch of the documents or information about which the Client is complaining, or within 30 days of discovery of the defect, if the Client proves that it could not reasonably

have discovered the defect earlier. Client must describe a pretence deficiency in as much detail as possible, in such a way that Contractor is enabled to respond adequately.

- 10.2 Complaints as referred to in the first paragraph do not suspend Client's payment obligation. Under no circumstances will Client be entitled, on the basis of a complaint concerning a certain service, to postpone or refuse payment for other services provided by Contractor to which the complaint does not relate.
- 10.3 In the event of a justified complaint, the Client will have the choice between adjusting the fee charged, rectifying or re-performing the rejected work free of charge, or not (or no longer) performing the Assignment at all for a refund, all this solely and exclusively in proportion to the fee already paid by the Client.

## 11. Delivery period

- 11.1 If the Client owes an advance payment or has to make available information and/or materials required in connection with the performance of the work, the period within which the work must be performed does not commence until the moment the payment in question has been received in full by the Contractor or the information and/or materials have been made available to it in full, respectively.
- 11.2 As the duration of the Assignment may be affected by a variety of factors, such as the quality of the information provided by the Client and the cooperation provided, the deadlines by which the work is to be completed are to be regarded as deadlines only if agreed in writing.
- 11.3 Unless it has been established that performance is permanently impossible, the Agreement may not be rescinded by the Client on account of failure to meet a deadline, unless the Contractor also fails to perform the Agreement, or fails to perform it in full, within a reasonable period notified to it in writing after the expiry of the agreed delivery period. The provisions of Article 265 of Book 6 of the Dutch Civil Code apply to rescission.

## 12. Termination

- 12.1 The Client and the Contractor may terminate the Agreement at any time (prematurely) by registered letter as per the end of the subsequent month unless it would be unreasonable to prevent termination or termination on such notice period.
- 12.2 The Agreement may be prematurely terminated by either party by registered letter without observing a notice period in the event that the other party is unable to pay its debts or if a bankruptcy trustee, administrator or liquidator is appointed, the other party enters into a debt restructuring, or for any other reason ceases its operations or if the other party considers the occurrence of any of the above circumstances on the part of one party to be reasonably plausible or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 12.3 If the Client terminates the Agreement prematurely, the Contractor will be entitled to compensation for the capacity utilization losses incurred on its side and which can be made plausible, as well as for additional costs which it must reasonably incur as a result of the premature termination of the Agreement, such as, among other things, costs relating to subcontracting, unless the termination is based on facts and circumstances attributable to the Contractor. If Contractor terminates the Agreement prematurely, the Client is entitled to cooperation by the Contractor in transferring work to third parties, unless facts and circumstances underlying such termination are attributable to the Client. In all cases of premature termination, Contractor shall retain its right to payment of the invoices for work performed by it up to that time, whereby the provisional results of the work performed up to that time shall be made available to the Client subject to reservation. To the extent that the transfer of the work involves additional costs for Contractor, these will be charged to the Client.
- 12.4 Upon termination of the Agreement, each party shall promptly deliver to the other party all goods, items and documents in its possession that are owned by the other party.

## 13. Force majeure

- 13.1 Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault and that is not for their account by virtue of the law, a legal act or generally accepted practice.
- 13.2 In these general terms and conditions, force majeure shall mean all external causes, foreseen or unforeseen, over which the Contractor has no control, but which prevent the Contractor from fulfilling the obligations.
- 13.3 The Contractor also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor should have fulfilled its obligations.
- 13.4 Parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two (2) months, either party will be entitled to rescind the Agreement, without any obligation to pay damages to the other party.
- 13.5 To the extent Contractor has already partially (or fully) fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and the fulfilled or still to be fulfilled part is of independent value, Contractor is entitled to separately invoice the part already fulfilled or still to be fulfilled part. The Client shall be obliged to pay this invoice as if it were a separate agreement.
- 13.6 Parties will notify each other as soon and in detail as possible of a (possible) force majeure situation.

## 14. Liability

- 14.1 The Contractor shall perform its work to the best of its ability, exercising such care as may be expected of the Contractor. If an error is made because the Client has provided the Contractor with inaccurate or incomplete information, the Contractor shall not be liable for any loss or damage resulting therefrom. If the Client proves that it has suffered damage as a result of an error on the part of the Contractor which would have been avoided if it had acted with due care, the Contractor shall be liable for that damage up to a maximum of the amount laid down in paragraph 5 of this article, unless there has been wilful act or equivalent gross negligence on the part of the Contractor.
- 14.2 Under no circumstances Client may claim compensation for loss of income of Client (arising in any way whatsoever) or for indirect and consequential damage.
- 14.3 Client shall indemnify Contractor against claims by third parties for damage caused by the fact that Client provided Contractor with incorrect or incomplete information.
- 14.4 The limitations of liability laid down in paragraph 5 of this article are also stipulated for the benefit of third parties engaged by Contractor for the performance of the Assignment, who may therefore rely directly on this limitation of liability.
- 14.5 In the case of a consultancy assignment or a project management assignment, the Contractor's liability shall be limited to a maximum of the fee received by the Contractor in the context of the relevant Assignment or the relevant insurance payout, whichever is lower. In the case of a consultancy assignment with a lead time exceeding six months, the liability referred to here shall be limited to a maximum of the fee received by the Contractor in the context of the relevant Assignment over the last 6 months.

## 15. Assignment of agreement / Indemnification

- 15.1 Contractor is not permitted to assign (any obligation under) the Agreement to third parties, unless Client expressly agrees to this in writing. Contractor will have the right to attach conditions to this permission. Client undertakes in any case to impose all relevant (payment) obligations from the Agreement in these general terms and conditions on the third party. Client shall at all times remain liable alongside such third party for the obligations under the Agreement and the General Terms and Conditions, unless Parties explicitly agree otherwise.

- 15.2 Client shall indemnify Contractor against all third party claims that may arise as a result of the Client's failure to fulfil or improperly fulfil any obligation under the Agreement and/or these general terms and conditions.
- 15.3 Client shall indemnify Contractor against third party claims regarding intellectual property rights to materials or information provided by Client.

## 16. Limitation period

In so far as the Agreement does not provide for otherwise, rights of action and other powers of the Client on whatever account vis-à-vis the Contractor will lapse in any case after the expiry of 1 year from the moment at which a fact occurs that the Client can exercise these rights and/or powers vis-à-vis the Contractor.

## 17. Waiver of rights

Failure to directly enforce any right or power of Contractor shall not affect or limit Contractor's rights and powers under this Agreement. Waiver of right of any term or condition in the Agreement may be made only in writing.

## 18. Conversion

If and to the extent that any provision of the Agreement cannot be invoked on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any event be accorded a corresponding meaning, as far as possible, in terms of its content and purport, so that it can be invoked.

## 19. Survival

The provisions of the Agreement where it is expressly or impliedly intended that they shall survive termination of the Agreement, shall thereafter remain in force and continue to bind both parties.

## 20. Interpretation

- 20.1 In case these general terms and conditions and the order confirmation contain mutually conflicting terms, the terms contained in the order confirmation shall apply.
- 20.2 In case of interpretation of the contents and scope of these general terms and conditions, the Dutch text hereof shall always prevail.

## 21. Governing law and dispute settlement

- 21.1 All Agreements between Client and Contractor shall be governed by Dutch law.
- 21.2 All disputes (including disputes that only one of the parties considers as such) that may arise between the parties as a result of the Agreement or agreements resulting from it will be brought before the competent court in the district of the Contractor's place of business.