

General terms and conditions Ownpower B.V.

1. These general terms and conditions apply to each assignment accepted by Ownpower B.V., hereinafter “**Owmpower**”, including any follow-up assignments and new assignments, as well as, to all legal relations in conjunction herewith.
2. Ownpower may supplement or amend these general terms and conditions on reasonable grounds. Each supplement or amendment shall be binding to the client, but no earlier than fourteen (14) days after the date the client has been informed hereof in writing and Ownpower has not received any objection by the client in writing.
3. Each assignment is exclusively accepted and carried out by Ownpower. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code regarding respectively the performance of an assignment by a specific person and joint and several liability of the persons involved in carrying out an assignment, shall not apply. Ownpower may on reasonable grounds carry out the assignment by selecting third parties.
4. If with respect to carrying out the assignment it is required to engage third parties, Ownpower shall, as far as practically possible, select third parties after consultation with the client and exercise due care in selecting such third parties. Ownpower is not liable for any acts or omissions of those third parties and is authorised by the client to accept any limitations of liability of third parties on behalf of the client on reasonable grounds.
5. Ownpower shall use to the best of its understanding and capacity to carry out the assignment in accordance with the principles of professional skill. Ownpower however has no obligation to perform or guarantee any commitment.
6. Ownpower shall not be liable for any damages the client suffers as a result of the use of the materials and/or results of the services with respect to the assignment.
7. The client indemnifies Ownpower against all damages of third parties related to or arisen from the use of materials and/or results of the services with respect to the assignment. Such damages shall also include the damages Ownpower suffers or any costs and expenses of Ownpower in connection to such claims of third parties.
8. Unless in case of deliberate intent or recklessness on the part of Ownpower any liability of Ownpower is limited to the amount which is paid under its liability insurance in respect of the matter concerned plus the amount of any deductible, which under the terms of the insurance policy is for the account of Ownpower. If, for whatever reason, the insurer makes no payment under the insurance policy referred to above, any liability shall be limited to a sum equal to the amount paid by the client to Ownpower in relation to the matter, or the relevant part thereof, in respect of which the liability has arisen. Without prejudice to the provisions set forth in article 6:89 of the Dutch Civil Code, the right to compensation for damages shall at any rate lapse twelve (12) months after the occurrence of the event that directly or indirectly caused the damages for which Ownpower is liable.
9. Both parties are required to keep secret all information of which the other party knows or is ought to know such information is confidential, unless disclosure of such information is required by law. Each party shall use such information only for the purpose for which the information was provided. Information shall be deemed confidential if indicated by one of the parties. Without prior written consent of Ownpower the client shall not share

any information with third parties about the approach, the methods and materials of Ownpower.

10. All intellectual property rights related to the materials used by Ownpower are exclusively owned by Ownpower. Ownpower solely allows the client to use the materials within and for the purpose of its own organization. Without prior written consent of Ownpower the client is not allowed: (i) to make available for inspection, to publish or to multiply the materials in any way outside the persons directly involved in the assignment; or (ii) to use or have used the materials in whole or in parts for commercial or advertising purposes.
11. The client shall take care of: (i) the timely provision of all information, documents and data required for carrying out the assignment; (ii) the availability and employability of its employees, who take part in the assignment; (iii) the provision of a workspace for the advisors or employees of Ownpower facilitated with adequate telecommunication facilities (e.g. telephone, fax and internet connection) required for carrying out the assignment.
12. In addition to the agreed fees, the client shall pay to Ownpower the expenses and costs Ownpower has paid in advance to the benefit of the client. All amounts are exclusive of VAT against the applicable rate from time to time.
13. Ownpower sends an invoice on a monthly basis. Payment of the invoices shall be made within fourteen (14) days after the invoice date, unless stated otherwise on the invoice. Should payment not be received within such period, the client shall be deemed to be in default, without any further notice being required. Ownpower may charge the legal interest as from the first day in default and may claim compensation for extrajudicial costs in the amount of 15% of the principal amount.
14. Upon cancellation by the client of an agreed activity in writing with respect to the assignment, the client shall pay to Ownpower 50 % of the agreed amount in case of a cancellation until three (3) days before such activity was supposed to take place and in case of a cancellation within three (3) days before such activity was supposed to take place 100 % of the agreed amount. Any non-refundable (travel) costs or expenses paid by Ownpower before cancellation shall be paid in full by the client.
15. Each party may with immediate effect and without judicial intervention rescind the assignment in full or partly in case of (i) a petition for bankruptcy has been submitted; (ii) a moratorium of payments has been requested; (iii) the business is interrupted or liquidated or (iv) a substantial part of the assets is attached. In such events the client has no right to compensation and Ownpower is not obliged to return any payments.
16. The legal relations between Ownpower and the client are governed by the laws of the Netherlands.
17. All disputes arising from or connected to any legal relations between the client and Ownpower to which these general terms and conditions apply shall in first instance be resolved exclusively by the applicable Amsterdam district court.
18. In the event of any conflict between the Dutch text of these terms and conditions and the text of any translation thereof, the Dutch text shall prevail.