

GENERAL TERMS AND CONDITIONS FOR DELIVERY

Protify B.V.

Registered and with offices at: Computerweg 22, 3542 DR, Utrecht, The Netherlands
Chamber of Commerce (KvK): 65612000

GENERAL

1.1 Definitions

In these General terms and conditions, the following definitions are used:

Protify: *Protify B.V., located in Utrecht*

Clients: companies or institutions for which Protify B.V. will complete a project.

Programming: the standard and/or custom SaaS software specifically installed by Protify B.V.

PCT: Protify Compliance Tool

Documentation: the description of how the SaaS software must be used and/or how the management achieves the desired goal in connection with the use of the software.

1.2 Applicability

These General terms and conditions are part of the agreement between Protify and Protify's Clients. These General terms and conditions are available without charge upon request and can be downloaded on our website.

The General terms and conditions apply to all offers, work, services, quotes and other agreements (licensing agreements) between Protify and Clients, and their legal successors. These General terms and conditions also apply to the non-exclusive right to use the Protify Compliance Tool (PCT) products.

Derogations from these General terms and conditions are only valid if these are expressly agreed in writing. The applicability of terms and conditions of the client are expressly rejected.

2 Basis of quotes

Quotes from Protify are based on the information that is provided by the Client.

Client guarantees that to the best of the client's knowledge all information to the set-up and conducting of the research has been provided. Protify will carry out the services to be provided to the best judgement of its abilities and in accordance with good professional practice. This obligation has the character of a 'duty of effort', because achieving the intended result cannot be guaranteed.

3 Making information and employees available by the Client

In order for the completion of the project to go as well and as close to on-schedule as possible, the Client will provide all documents and information that Protify needs in a timely fashion. This also applies for making available employees from the Client's organization who will be involved in the work of Protify. If Protify can not perform work due to the non-timely provision of data and / or employees, this will be at the expense and risk of the client.

4 Involving third parties in the project

Involving or engaging third parties for the completion of the project by the Client or by Protify will happen only in mutual consultation.

5 Changes to advisory team

Protify will change the composition of the advisory team if of the opinion that this is necessary for the completion of the project. The change may not reduce the quality of the advisory services to be provided, nor negatively impact the continuity of the project. A change to the advisory team can also be made at the request of the Client in consultation with Protify.

6 Rates and costs for the project

With respect to the rates and the cost estimates based thereon, the administrative costs, travel time, travel and lodging expenses and other project-bound costs are included. Insofar as these costs are not included, they can be billed separately. An interim change in the level of rates and costs that forces Protify to implement a rate adjustment or adjustment of the aforementioned expense reimbursements will be charged forward. No interest charges are included in the fee, unless otherwise indicated in the quote. All amounts stated by Protify exclude VAT.

Protify is entitled to adjust prices at any time. Protify will announce the changes in writing at least thirty (30) days before they come into effect so that the Client can take note of them. If the Client does not wish to accept the price change as referred to in the previous paragraph, they may terminate the Agreement, with due observance of a notice period of one (1) month. Use of the service after the date.

7 Payment conditions

All prices exclude sales tax (VAT) and other governmentally imposed charges.

The fee and the costs as mentioned in article 6, which are not included in the rates, will be billed at the end of the project, unless periodic payments are explicitly agreed.

Payment must be made within 14 days after the invoice date. After that due date, the statutory interest will be billed, without a notice of default being required. If payment continues to be lacking, Protify can forbid the Client to use the results of the project by calling on the uncertainty exception. If the Client is in default or in some other way falls short in the fulfilment of one or more obligations, then all reasonable costs, both inside and outside court, for obtaining satisfaction will be borne by the Client.

If the project is awarded by more than one Client, then all Clients are chiefly liable for the fulfilment of the obligations as indicated in this article (regardless of the allocation from the declaration).

8 Change to the project or additional work

The Client accepts that the schedule for the project can be influenced if parties expand or change the approach, method or scope of the project and/or the resulting work along the way. If the interim change to the project occurs due to the actions of the Client, Protify will make the necessary adjustments if the quality of the service delivery demands it. If such adjustments lead to additional work, this will be confirmed with the Client as an additional project.

9 Term and closing of the project

The term of the project can, apart from the efforts of the advisory team, be influenced by all kinds of factors, such as the quality of the information that Protify receives and the cooperation that is extended. Protify cannot therefore indicate in advance exactly how long the completion time for the project will be. In the financial sense, the project is closed as soon as the final billing is approved by the Client. If the Client wishes a check by a registered accountant of the statements from Protify, then Protify will cooperate with this. The costs of such a check will be borne by the Client.

10 Force majeure

If Protify cannot commence, complete or continue one or more of the obligations deriving from the project or a maintenance contract due to force majeure or any other cause outside the control of Protify, such as strikes, delays, lock-out, fire, riots, public unrest and the like, then the work on the relevant part of the project or the maintenance contract will be suspended. Protify will inform the Client as soon as possible of such a fact or circumstance.

‘Force majeure’ will include unforeseen circumstances with respect to persons and/or materials that Protify employs or attempts to employ for the completion of the project, which are of such a nature that the completion of the project therefore becomes impossible, or is so encumbered and/or disproportionately expensive that prompt fulfilment cannot reasonably be expected. The following are considered in particular to qualify as such circumstances: governmental measures, traffic and shipping disruptions, disruptions in the delivery of products and aids, complications unforeseen by both parties and the like.

11 Dissolution

If Client remains in default of payment or any other obligation for the project, the licensing contract or maintenance contract, Protify is entitled without judicial intervention to resort to whole or partial dissolution of the agreement, as well as recovering the deliveries or closing the Programming, without prejudice to any obligation of the Client to compensate for damages.

Protify also has the power of dissolution and recovery intended in the preceding paragraph if the Client dies, is placed under curatorship, should enter liquidation, is declared bankrupt, is granted temporary suspension of payments, or is subject to seizure or garnishments.

12 Intellectual property

Models, techniques, instruments, including the PCT software, that are used for completing the project and included in the advisory or research results are and remain the property of Protify. Publication and further use can therefore only occur after obtaining permission from Protify. The Client of course has the right to duplicate documents for us in the Client’s own organization, insofar as appropriate within the goal of the project. In the event of premature termination of the project, the foregoing applies correspondingly.

13 Confidentiality and secrecy

Protify is required to keep all information and data from the Client secret from third parties. In the context of the project, Protify will take all possible precautionary measures to protect the interests of the Client. The Client will not

make statements without consent from Protify to third parties regarding Protify’s approach, methods or the like, nor make the report(s) provided available to third parties.

14 Violations

Upon violation of that provided in articles 12 and 13, Client owes an immediately payable penalty of € 10,000.00, without prejudice to the right of Protify to compensation for damages suffered as a result of the violation.

15 Liability

Protify is liable for the shortcomings in the completion of the project insofar as these are the result of not acting with the care, expertise and professionalism which may be expected from making recommendations in the context of the relevant project.

The liability for the damage caused by the shortcoming will be limited to the direct damage as well as to the amount of the fee that Protify has received for the work in the context of that project. For projects that last longer than six months,

a further limitation applies to the liability intended here to a maximum of the amounts billed over the last six months. Any claims of the Client in the sense intended here must be submitted within one year after the discovery of the damage, in the absence of which the Client has waived such rights.

Client cannot hold Protify liable for any damages suffered that are connected with the certification (or not receiving certification) of the company.

If Protify would be liable vis-à-vis the client due to an attributable shortcoming with respect to the supply of the Tool, Protify's liability is limited to the direct damage. Protify's liability for indirect damage, consequential damage, consequential loss, lost profits, lost savings, damage relating to the loss of data or damage as a result of the temporary failure of the Tool, shall be excluded.

Protify's total liability shall be limited to compensating up to at most the amount of two times the price (exclusive of VAT) stipulated for that Agreement, which has been paid by the client to Protify in the last twelve (12) months.

Notwithstanding the above, Protify shall not be liable, if Protify is not able to perform as a result of force majeure. Force majeure shall also (beside the definition in the law and in case law) include a situation over which no reasonable influence can be exercised and which prevent people, equipment and/or technology from normal functioning.

16 Applicable law and competent court

Dutch law applies to all offers and agreements.

Disputes resulting from or connected with an offer to or an agreement with the Client – with the exception of disputes regarding jurisdiction, over which the district court has exclusive jurisdiction – will be decided by the court designated by common law in Utrecht.

MANAGED SERVICE CONTRACTS

The conditions as formulated under the GENERAL part of these General Terms and Conditions shall also apply to the supply and use of managed services, unless explicitly stated otherwise.

17 Managed Services

Protify can make a quote for a Managed Services contract. A Managed Service contract is always tailored to the client's situation.

18 Termination of on-going Managed Services

Unless otherwise stated in the quotation, Managed Service contracts are entered into for a period of 1 year. Cancellation can only be made by the end of the term. Client must always take a period of notice of 30 days into account. Managed Service Contracts that are not terminated (in time) will be tacitly extended for a period of 1 year.

19 Rate

Unless the offer expressly states otherwise, a fixed amount per month will be charged for the work. In the event of tacit renewal of the Managed Service contract, Protify has the option to increase the monthly rate of the Managed Service contract in connection with the interim change in the level of wages and costs.

DELIVERY AND USE OF PROGRAMMING

The conditions as formulated under the GENERAL part of these General Terms and Conditions shall also apply to the supply and use of software, unless explicitly stated otherwise.

20 Delivery of SaaS software

Protify advises with respect to monitoring and managing related activities. As part of the services, Contractor can make use of the Software as a Service (SaaS) solution from Protify, The Protify Compliance Tool ("Programming").

Protify will deliver the Programming on the agreed type and size of information carriers to Client and install the Programming for Client. In the absence of express agreements in this regard, Client will install, set-up, set parameters for, tune and if needed modify the devices and usage environment. Unless expressly agreed otherwise, Protify is not required to perform data conversion.

Protify advises on monitoring and managing related activities. As part of the service, Client may use Protify's Software as a Service (SaaS) solution, The Protify Compliance Tool ("Service").

Protify has a license to the Service developed by ISO2HANDLE. Protify grants a non-exclusive right of use of the Service to the Client.

The right of use as referred to in this article also includes all future updates of the Service.

Protify will deliver the Service to the client on the agreed type and format of data carriers and install the software at the Client's premises. In the absence of express agreements in this regard, the Client shall install, set up, parameterize and tune the software themselves and, if necessary, adapt the equipment and user environment used in this connection. Unless expressly agreed otherwise, Protify is not obliged to carry out data conversion.

When logging in, Protify will create a user name and password for the Client. Client is aware that loss of the login details may lead to unauthorized access to the Service. Client will therefore shield the login details from unauthorized persons. The Client is responsible for all actions that are carried out via the Service, whether or not by End Users, in their Account.

In addition to the above, the Client will ensure that all End-users are aware of the restrictions on the use of the Service as set out in these General Terms and Conditions.

21 Availability and maintenance

Protify (and/or ISO2HANDLE) takes technical and organizational measures to ensure that the Service will be available. However, Protify (and/or ISO2HANDLE) cannot guarantee that these measures taken will be effective at all times.

Client is aware that the Service depends on a stable internet connection at the location where Client uses the Service. Protify (and/or ISO2HANDLE) cannot influence the Internet connection, network, equipment or any other Services/devices not provided by Protify (and/or ISO2HANDLE).

Protify (and/or ISO2HANDLE) has the right to temporarily shut down the Service, associated websites or portions thereof for the purpose of maintaining, adapting or improving it, and or maintaining, adapting or improving the associated software or other facilities. Protify (and/or ISO2HANDLE) in such decommissioning, make sure that attempts are made for this to take place outside office hours as much as possible. In the event that Protify (and/or ISO2HANDLE) is of the opinion that a decommissioning of the Service - whether or not during office hours - is necessary for the proper functioning of the Service, is entitled to immediately decommission the Service without prior

notification to the Client. However, Protify (and/or ISO2HANDLE) is never obliged to pay any compensation for damage in connection with such decommissioning.

22 Guarantees and modifications

Client accepts that the Service only contains the functionality and other properties as found by Client in the Service at the time of delivery ("as is"), therefore with all visible and invisible errors and defects.

Protify (and ISO2HANDLE) does not guarantee that the software will work without interruption or defects. Protify uses the ISO2HANDLE platform and is therefore dependent on the availability and security (as described on www.iso2handle.nl) of ISO2HANDLE. ISO2HANDLE strives to ensure that the server is available seven (7) days a week and twenty-four (24) hours a day, with the exception of regular, corrective and preventive maintenance times. ISO2HANDLE aims for a server availability percentage of at least ninety-nine and a half (99.5) percent for the said days.

Protify cannot be held liable by the Client for any damage, in particular for business or other consequential damage, arising from or in connection with the use or inability to use the software.

The way in which maintenance is carried out is determined by Protify (or ISO2HANDLE). Client provides Protify and ISO2HANDLE during normal office hours, all cooperation for the performance of the maintenance, such as use of the system and inspection of the input and output, which relate to the maintenance.

Protify (and/or ISO2HANDLE) will correct the reported problems and/or defects at the next update of the Service. In the event of urgent problems and/or defects ISO2HANDLE shall endeavor to make the update available to Client as soon as possible.

Protify (and/or ISO2HANDLE) may modify the functionality of the Service from time to time. Client's feedback and suggestions are welcome, but Protify (and/or ISO2HANDLE) has the right not to make the adjustments and will never focus on customization. Client can under no circumstances continue to use the old version of the Service.

23 Rules of conduct for user

It is prohibited for Client to use the Service to violate the Dutch or other laws or regulations applicable to Client or Protify (and/or ISO2HANDLE) or to violate the rights of others.

Client shall refrain from hindering other clients of Protify (and/or ISO2HANDLE) or internet users or causing damage to systems or networks of Protify (and/or ISO2HANDLE) or other clients. The Client is prohibited from initiating processes or programs, whether or not via the systems of Protify (and/or ISO2HANDLE), of which the Client knows or can reasonably suspect that this hinders or damages Protify (and/or ISO2HANDLE), its clients or internet users.

If in the opinion of Protify (and/or ISO2HANDLE) hindrance, damage or any other danger arises to the functioning of the computer systems or the network of Protify (and/or ISO2HANDLE) or third parties and/or of the service over the internet, in particular by excessive sending of e-mail or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, trojans and similar software, Protify (and/or ISO2HANDLE) is entitled to take all measures it reasonably deems necessary to avert or prevent this danger. Protify (and/or ISO2HANDLE) may recover the costs reasonably necessary for these measures from Client.

Client is liable for, and fully indemnifies Protify (and/or ISO2HANDLE) against, all damage and costs suffered by Protify (and/or ISO2HANDLE) as a result of non-compliance with the provisions under point 23, unauthorized use of the Service, changes to the Service and/or unlawful storage of data. The previous sentence shall remain in force after termination of the Agreement.

24 Personal data

Personal data may be processed with the Service. Protify (and/or ISO2HANDLE) is hereby acting as processor within the meaning of the General Data Protection Order; the Client is thus to be regarded as the responsible party.

The personal data that Protify obtains from the Client are only used for the execution of the Agreement, including but not limited to the provision of the Service. In connection with the use of the Service, ISO2HANDLE acts as a sub-processor. A sub-processing agreement has been concluded between Protify and ISO2HANDLE.

Protify will process the Personal Data in accordance with applicable laws and regulations, including but not limited to the General Data Protection Order.

Personal data is irreversibly deleted when it is no longer necessary, unless retention is subsequently required by law.

25 Documentation

After installation and implementation of software developed by ISO2HANDLE, of which Protify has sold a license, Protify will provide the client with a digital copy of the documentation. The documentation contains a description of the software supplied by Protify.

26 Intellectual property rights to software

All rights of intellectual or industrial property to all Programming or other materials such as analyses, designs, documentation, reports and quotes, as well as preparatory materials therefor, developed or made available under the agreement, rest exclusively with ISO2HANDLE. Protify has a non-exclusive license to the software and the right to sublicense.

All intellectual or industrial property rights relating to the software rest exclusively with ISO2HANDLE. Client only acquires the rights of use and powers explicitly granted in these General Terms and Conditions or otherwise in writing. The Client is not free to reproduce or publish this Service. The Client shall never be entitled to receive the source code of the Service.

The intellectual or industrial property rights relating to the content included in the software by Protify or not (using the standard editor), such as standards, analyses, designs, documentation, reports, as well as preparatory material thereof, belong exclusively to Protify. The Client is not free to reproduce or publish this content to third parties.

27 Transferability

The usage right to Programming is not transferable other than under general title.

28 Support

Protify provides all Clients with phone support at the following times: Monday through Friday between 09:00 and 17:00. Client can choose to make agreements with Protify about more comprehensive support (so outside the stated times).

29 Termination of on-going licensing agreements

Unless otherwise stated in the quotation, licensing contracts are always entered into for a period of a maximum of one year (always until the end of the calendar year). Licensing contracts can only be terminated at the end of the calendar year. Client must always take a period of notice of 30 days into account. Licensing agreements that are not terminated (in time) will be tacitly extended for a period of 1 year.

Protify may terminate the Agreement with immediate effect if:

- Client is in default with regard to an essential obligation;

- The bankruptcy of Client has been filed for;
- Client has applied for suspension of payment;
- The Client's activities are terminated or liquidated.

If the Agreement is terminated or dissolved, Protify's claims against the Client shall be immediately due and payable.

Thirty (30) days after termination of the Agreement Protify (and/or ISO2HANDLE) will delete the Account and the data stored through the Service from its servers.