

PURCHASING TERMS AND CONDITIONS - GENERAL

Introduction

These purchasing terms and conditions of Bolster Workforce B.V. are intended for, and apply to, the purchase by Bolster Workforce B.V. of goods and services, including editorial services and ICT services, the hiring of personnel on a temp agency or secondment basis and the purchase of content from companies, like advertising agencies, creative agencies or photo stock agencies. These terms and conditions are not intended for the procurement of work or services by authors of teaching methods or of content from freelancers like photo material of freelance photographers, illustrators or other image makers. Bolster Workforce B.V. applies separate terms and conditions to those situations.

Bolster Workforce B.V. has drawn up these purchasing terms and conditions with great care. We have tried to do justice to as many situations and circumstances as possible which can play a role in the purchase of a diversity of products and services. For the sake of convenience we have divided the terms and conditions into three chapters. Not all provisions apply to every situation.

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Chapter 1 General provisions

Clause 1 Definitions and Interpretation

1.1 In these Terms and Conditions the following terms are defined as follows:

Delivery: where applicable, provision of the possession of Goods or of carriers of Content or Software by the Supplier to Bolster Workforce B.V. in accordance with the Contract, provision of Services or (digital) delivery, communication or making available of Content or Software.

Content: the works, performance, activities, materials, information and data (collections) which the Supplier has delivered or will deliver to Bolster Safety, including documents and texts, designs, symbols, logos, models, photos, illustrations, animations, drawings, music, audio material and audio-visual material, supplied digitally or otherwise and including any carriers, results of presentation, acting and/or production work.

Services: work which the Supplier carries out for Bolster Workforce B.V. under an Agreement.

Goods: tangible goods, including necessary construction, installation and instruction work, including Equipment.

IP Rights: all intellectual property rights and related rights, wheresoever in the world, including patent rights, copyrights, neighbouring rights, mark rights, design rights, database rights or rights on a par therewith and rights to know how.

Supplier: every natural person or legal entity with whom Bolster Workforce B.V. enters into an Agreement to effect Performance.

Offer: an offer of the Supplier to Bolster Workforce B.V. for the effecting of Performance.

Order: every order or assignment of Bolster Workforce B.V. to the Supplier to effect Performance, regardless of whether the matter concerns a one-off assignment or an order under a Framework Agreement.

Agreement: every written agreement between Bolster Workforce B.V. and the Supplier for the effecting of Performance, including any annexes.

Performance: all Content, Services, Goods, Software, any other material arising in the framework of an Agreement which the Supplier has delivered or will deliver and everything that is necessary for the correct and full delivery of the above.

Framework Agreement: an Agreement in which the parties agree conditions which will apply to several subsequent Orders.

Bolster Safety: a brand name of Bolster Workforce B.V.

Bolster Workforce: the private limited company Bolster Workforce B.V. , having its registered office in Schiedam and having a place of business in Parallelweg 1, 3112 NA Schiedam.

Terms and Conditions: these general purchasing terms and conditions.

1.2 Where these Terms and Conditions use the terms "inclusive of", "such as", "inter alia", "including" or similar wording, such is not intended to exclude the rest.

1.3 In these Terms and Conditions "written/in writing" also includes correspondence via e-mail, fax or other forms of electronic communication, if the person who carries out the communication in question is authorised with regard to the content thereof. In these Terms and Conditions a "signed document" means a document which is signed by a person authorised on behalf of each of the parties, either on paper, or by means of a digital signature.

Clause 2 Applicability

2.1 These Terms and Conditions apply to all Offers, requests for Offers, Orders and Agreements. If these Terms and Conditions apply (or have applied) to any legal relationship between the parties, they automatically apply to all legal relationships of a later date.

2.2 Any general (delivery) terms and conditions of the Supplier or of third parties explicitly do not apply, regardless of any reference to said terms and conditions in communication of the Supplier of a later date than the Agreement. Deviations from these Terms and Conditions are only possible in writing or, if required by these Terms and Conditions, by means of a signed document. Should the parties agree that other or deviating terms and conditions apply, they only apply to this specific assignment.

2.3 The Dutch language version of these Terms and Conditions is leading in all cases.

Clause 3 Orders and Offers

3.1 Bolster Workforce B.V. is at all times entitled to withdraw Orders without being obliged to compensate any costs or loss as a result. If a withdrawn Order was placed under an existing Agreement and the Supplier can demonstrate to have carried out work or to have incurred costs, Bolster Workforce B.V. will reimburse this work and/or costs in so far as they are in accordance with the Agreement.

3.2 Requests for an offer made by Bolster Workforce B.V. are only an invitation to make an offer. Offers of the Supplier are, where applicable, unconditional, without commitment and irrevocable for the term laid down therein or, if no term has been stipulated, for a period of sixty days. The Supplier will not charge any costs for Offers unless otherwise agreed in writing.

3.3 The making of an Agreement or Framework Agreement or the placing of Orders does not give a guarantee for the placing of (additional) Orders, unless otherwise agreed in a signed document.

Clause 4 Making and Alteration of Agreements

4.1 Framework Agreements are only made by means of a signed document. Other Agreements are only made:

4.1.1 By a signed document; or

4.1.2 In writing, if and as of the time that Bolster Workforce B.V. has allocated a supplier number to the Supplier.

4.2 If the Supplier starts with the execution of work before an Agreement has been made in accordance with Clause 4.1, the Supplier does so at his/her own expense and risk.

4.3 Bolster Workforce B.V. is at all times entitled to propose to reasonably alter the nature and/or scope of the Performance to be effected by the Supplier, which proposals the Supplier will not reasonably refuse.

4.4 Bolster Workforce B.V. is at all times entitled to alter these Terms and Conditions. The altered Terms and Conditions will apply to all Agreements already made after thirty days have passed as of the date that the alterations were announced, unless the Supplier has terminated the Agreement by registered mail within fifteen days after the date of the announcement. The most recent version of the Terms and Conditions can be found on www.bolstersafety.com/purchaseconditions .

4.5 If the parties agree during the performance of the Agreement that it must be altered, this will not affect the delivery time, price and/or quality of the Performance, unless otherwise agreed in writing.

Clause 5 Performance of the Agreement

5.1 Delivery of the Performance will be effected in the manner, date and time and in conformity with the other specifications and instructions as agreed in the Agreement. In so far as the Agreement does not contain any specifications or instructions, the Performance will be delivered in conformity with the highest possible standards which may commonly be expected of a good Contractor in this situation.

5.2 The Supplier will immediately inform Bolster Workforce B.V. in writing of facts and circumstances which can lead to a delay in the performance or non-correct performance, whereby proposals will be made for measures to effect timely and correct performance. The measures must be approved by Bolster Safety. Any approval is without prejudice to Bolster Safety's other rights. Time is of the essence with regard to dates agreed for Delivery in the Agreement. Delivery of Performance before the agreed date and time is only permitted with Bolster Safety's written consent.

5.3 The Supplier can only engage third parties in the performance of the Agreement with the prior written approval of Bolster Safety. The Supplier remains at all times responsible for the correct and timely effecting of the Performance and at all times remains the contact point for Bolster Safety.

Clause 6 Goods

6.1 Delivery of Goods is Delivered Duty Paid (DDP) in accordance with the Incoterms (most recent version), unless otherwise agreed in a signed document.

6.2 The Supplier will see to proper packing and transport of Goods, in such way that they reach the agreed Delivery place in excellent condition and the unloading can take place safely. The Supplier will take back packing free of charge, unless otherwise agreed in writing. Packing, transport and insurance during transport takes place at the Supplier's expense and risk. Transport includes transmission of data by means of a data communication network.

6.3 On Bolster Safety's first request, the Supplier must save, store and secure Goods properly packed, separated, insured and recognisably marked. Bolster Workforce B.V. will reimburse the reasonable and usual storage costs, if Bolster Workforce B.V. has given prior written approval therefor. Bolster Workforce B.V. is not responsible for the storage of Goods still to be delivered, unless otherwise agreed in writing. If Goods are stored, they will be stored at the Supplier's expense and risk. If so desired the Supplier must take out insurance therefore him-/herself.

6.4 Goods will be delivered as much as possible in one shipment, with delivery notes, manuals, spare parts, auxiliary materials and related documents and materials.

6.5 If upon first inspection it turns out that the Goods are damaged and/or are not in compliance with the Agreement, Bolster Workforce B.V. does not have to take receipt thereof. No delivery will be effected in such case. The refusal to take receipt is without prejudice to the Supplier's obligation to effect timely delivery.

6.6 The title to and the risk of damage to or loss of Goods passes at the time of Delivery. If Bolster Workforce B.V. returns Goods to a Supplier, the risk passes to the Supplier at the time that the Goods are placed in the hands of the transporter.

Clause 7 Inspection and Acceptance

7.1 Bolster Workforce B.V. is entitled to inspect the Performance before Delivery. The Supplier will give Bolster Workforce B.V. the opportunity to do so upon first request. If Bolster Workforce B.V. determines that the Performance is not (or will not be) in compliance with the Agreement, the Supplier is bound to take measures to ensure that the Performance does comply.

7.2 If Bolster Workforce B.V. has not informed the Supplier in writing within an agreed period of time after Delivery of the Performance whether the Performance is accepted or not, the Supplier must request Bolster Workforce B.V. in writing to accept the delivered Performance, after which Bolster Workforce B.V. has a second written agreed period of time to state whether Bolster Workforce B.V. accepts the Performance or not. If no time period for acceptance been agreed, the relevant period of time in each case is ten working days.

7.3 If Bolster Workforce B.V. states that it does not accept the Performance, it will state to the Supplier why the Performance is not in compliance. The Supplier must then, at his/her expense, within five working days after said notice or within a term specified by Bolster Workforce B.V. in said notice, replace or modify the Performance and effect delivery again, taking account of Bolster Safety's remarks. As of Delivery of the modified Performance, a first term as referred to in Clause 7.2 starts to run again. If Bolster Workforce B.V. again does not accept the Performance, it has the choice to go through the acceptance procedure again or to terminate the Agreement with immediate effect.

7.4 The foregoing is without prejudice to Bolster Safety's rights due to exceeding of any (delivery) term.

7.5 Performance is deemed accepted by Bolster Workforce B.V. if (i) Bolster Workforce B.V. explicitly accepts the Performance in writing or (ii) Bolster Workforce B.V. does not inform the Supplier within the second time period after requests made by the Supplier as referred to in Clause 7.2, whether Bolster Workforce B.V. accepts the Performance or not. Signing of waybills or other delivery notes or payment of delivered Performance is not deemed acceptance.

Clause 8 Guarantees

8.1 Unless otherwise agreed in writing, a guarantee term of at least two years after the acceptance applies to the Performance. An agreed guarantee term starts to run again after acceptance of executed repair, replacement or addition. This guarantee does not affect the Supplier's liability.

8.2 The Supplier guarantees during the guarantee term that the Performance is free of inaccuracies, including in the materials and constructions used. All defects and inaccuracies which arise during a guarantee period, with the exception of those which are the result of normal wear and tear or abnormal use will, without prejudice to any rights of Bolster Workforce B.V. to compensation of costs, loss and interest, be rectified free of charge and after first notice of Bolster Workforce B.V. by the Supplier in full and in the shortest possible period of time. If the Supplier has not started the rectification within a reasonable period of time after this notice, Bolster Workforce B.V. has the right to carry out the rectification itself, at the Supplier's expense and risk. This is without prejudice to any guarantee obligations taken on by the Supplier.

8.3 After the expiry of the guarantee period the Supplier will be bound to effect rectification, for payment by Bolster Workforce B.V. of reasonable fees agreed between the parties in advance. The provisions in this guarantee clause apply to the results of performance of this obligation by the Supplier, with the exception of Services provided by the Supplier.

8.4 The Supplier guarantees that for a period of at least five years or a period of time agreed in writing after acceptance of the Goods by Bolster Safety, parts of the Goods can be delivered.

8.5 The Supplier furthermore guarantees that:

8.5.1 the Performance is of good quality;

8.5.2 the Performance is suitable for the purpose for which it is intended by its nature or pursuant to the contents or nature of the Agreement;

8.5.3 the Performance satisfies agreed and other applicable specifications, drawings and technical information and applicable legislation and regulations;

8.5.4 Bolster Workforce B.V. is not required to provide further cooperation in the performance of the Agreement than agreed, other than necessary cooperation which can be demanded of Bolster Workforce B.V. as a reasonably acting contracting party;

8.5.5 the Performance will be accompanied by detailed user manuals and functional, management and technical documentation, which enable Bolster Workforce B.V. to use the Performance and reasonably maintain it at the same level as that which the Supplier him-/herself is capable of;

8.5.6 the Performance will not be encumbered with any right or any claim of a third party and delivered Goods fully belong to the Supplier at the time of the Delivery, that the Goods are not subject to any retention of title, qualified right or attachment of a third

party and are free of other burdens and limitations. This guarantee does not apply with regard to Standard Software;
8.5.7 (with regard to digital content) the Performance is free of viruses and malware or harmful software. This guarantee does not apply with regard to Standard Software.

Clause 9 Personnel, materials and buildings

9.1 Personnel engaged by the Supplier must satisfy the requirements set by Bolster Workforce B.V. or general requirements of skill and expertise.

9.2 Bolster Workforce B.V. has the right to identification of personnel who are involved in the performance of the Agreement, without using the Citizen Service Number (BSN).

9.3 The Supplier is responsible and liable for performance of obligations ensuing from the Agreement on the basis of tax and social security legislation. The Supplier indemnifies Bolster Workforce B.V. against all claims in this respect. On Bolster Safety's first request, the Supplier will demonstrate that he/she has taken care of payment of any VAT, income tax, social security premiums and employee insurance premiums which are owed. Bolster Workforce B.V. is entitled, without being bound to pay any compensation to the Supplier, to terminate the Agreement with immediate effect and without judicial intervention if the Supplier is in arrears in this respect.

9.4 Bolster Workforce B.V. is at all times entitled to withhold the amounts in VAT, income tax, social security premiums, employee insurance premiums and/or any interest and penalties charged in relation thereto, from the payments to the Supplier and to pay such directly on behalf of the Supplier to the Dutch Tax and Customs Administration and/or benefits agencies. Bolster Workforce B.V. will have no liability to the Supplier in this respect.

9.5 The Supplier will, at his/her own expense and risk, take care of all materials and equipment to be used, unless otherwise agreed in writing.

9.6 In so far as Services are provided in buildings or on sites of Bolster Workforce B.V. or are in use by Bolster Safety, the Supplier, his/her personnel and any third parties engaged by the Supplier are bound to comply with the established house rules. Before a start is made with the performance of the Agreement, the Supplier must ascertain the circumstances of the site and the buildings where the work is to be carried out. Costs of delay in the performance of the Agreement caused by circumstances such as those referred to above are at the Supplier's expense and risk.

Clause 10 Social conditions

10.1 Bolster Workforce B.V. does not accept any Performance which was produced by or with the help of children under the age of 14, or Performance which can affect the health, education or development of children.

10.2 Bolster Workforce B.V. expects that the Supplier will see to it that his/her employees and the employees of the sub-contractors have the freedom to join a union.

10.3 Bolster Workforce B.V. does not accept any Performance produced or effected under conditions which do not correspond with generally accepted working conditions which satisfy the relevant legislation, such as forced labour, labour in a risky environment or labour which affects the health.

Clause 11 Prices and Additional Work

11.1 The Supplier will effect the Performance for the fees recorded in the Agreement or the individual Orders. Unless otherwise agreed in writing, travel time and costs will not be reimbursed, all amounts are in euros and inclusive of all expenses/costs including transport, insurance and packing costs, costs of printing, typesetting or other proofs and fiscal and social insurance law obligations.

11.2 Agreed fees are fixed, unless the Agreement describes how and under what circumstances modification is to take place.

11.3 If work is necessary which is not reasonably included in the Agreement, the Supplier must reasonably carry this out free of charge. Only if the extra work is attributable to Bolster Safety, will it be deemed additional work which is eligible for remuneration. The Supplier will only carry out additional work if the contents and costs thereof have been agreed by means of a signed document. Additional work will be carried out for a maximum of the rates as agreed. In so far as no rates for additional work have been agreed, the Supplier will apply market rates.

11.4 If the Supplier exercises a right to increase the price pursuant to any statutory provision, Bolster Workforce B.V. has the right to terminate the Agreement as of the date when the price increase enters into force, without being bound to pay any damages or compensation.

11.5 Bolster Workforce B.V. can never be bound to pay any advances, make any advance payments or give any security.

Clause 12 Invoicing and Payment

12.1 The Supplier will send invoices for the effecting of Performance in a manner and stating the information and details as indicated by Bolster Safety. If it is agreed that payment will take place in accordance with post-calculation, the Supplier will add a written and detailed specification with the invoice as well as a time sheet with the number and the dates of the actual and necessary days or hours put in, a description of the work carried out and any expenses. Approval of hours does not encompass approval of the Performance.

12.2 The parties can agree that invoicing and payment will be effected by means of a payroll service provider.

12.3 Bolster Workforce B.V. will pay amounts owing on the basis of the Agreement within forty-nine days after receipt of the relevant correct invoice and the related details and after Acceptance of the Performance, unless Bolster Workforce B.V. reasonably disputes the accuracy, amount or obligation to pay the relevant invoice. Time is not of the essence with regard to the payment term.

12.4 If payments have already been made prior to Acceptance, these have been paid subject to the condition subsequent of non-Acceptance of the Performance.

12.5 Bolster Workforce B.V. will only owe interest after it has been given proper notice of default and it nevertheless fails to perform its payment obligations.

12.6 Payment by Bolster Workforce B.V. does not in any event encompass a waiver of rights.

12.7 Bolster Workforce B.V. is in any event entitled to set off amounts it can claim from the Supplier, against amounts which Bolster Workforce B.V. owes the Supplier, regardless of whether there is an adequate correlation between these claims.

Clause 13 IP Rights

13.1 All IP Rights to any material which Bolster Workforce B.V. provides to the Supplier in the framework of the Agreement, lie with Bolster Workforce B.V. or its licensors.

13.2 The Supplier hereby transfers all IP Rights to all Content transferred and still to be transferred and to all results of Services provided and yet to be provided to Bolster Workforce B.V. in full, in so far as necessary by delivery in advance of all copyrights and copyright entitlements to future works and with regard to future exploitation forms and methods, regardless of whether these exploitation forms, exploitation methods and/or media used at the time of the agreement was made, were already known and regardless of the techniques used. In so far as delivery in advance is not

possible, or in so far as transfer is not validly effected for another reason, the Supplier hereby undertakes to do everything and refrain from doing anything to effect a transfer of IP Rights, including the signing of an additional deed. In addition, the Supplier irrevocably authorises Bolster Workforce B.V. to sign all necessary documents on his/her behalf, including a transfer deed.

13.3 The transfer of rights encompasses inter alia the right to publish and reproduce the Content, whether or not in publications of Bolster Workforce B.V. and to allow it to be published by third parties and have it reproduced in publications of said third parties, the right to process the Content, to store such and keep it stored on (digital) information carriers, to allow it to be exploited by third parties, e.g. by inclusion in external databases or by the granting of sub-licenses to third parties and to use it for advertising and/or promotional purposes. Transfer of rights entails that there is no limitation with regard to frequency, scope or appearance form.

13.4 The Supplier guarantees that he/she is fully entitled to transfer IP Rights in respect of (all parts of) the Content and the results of the Services, has not transferred any powers to third parties in this respect and that the Performance and the use that Bolster Workforce B.V. will make thereof will not infringe IP Rights of third parties and will not otherwise be wrongful with regard to third parties. The later guarantee does not apply with regard to Standard Software. The Supplier will not make use of any remainder material which can in any way be harmful for Bolster Safety. The Supplier indemnifies Bolster Workforce B.V. against all loss, costs and claims of third parties with regard to the foregoing.

13.5 The Supplier guarantees that neither he/she nor any third party has any further claim after the transfer of IP Rights. The Supplier will refrain from him-/herself using, exploiting or allowing third parties to exploit, or in any way publishing or reproducing the Content or the results of the Services other than is strictly necessary for the performance of the Agreement and will also otherwise refrain from actions which can be harmful for the IP Rights and/or exploitation of the Content or the results of the Services.

13.6 The Supplier waives all personality rights stated in Article 25 of the Dutch Copyright Act, in so far as such is permitted pursuant to said article, and any comparable (personality) rights which the Supplier is entitled to pursuant to foreign law.

13.7 The Supplier guarantees that his/her employees and any third parties engaged by the Supplier are obliged to transfer their IP Rights to the Supplier so that the Supplier can perform his/her obligations to Bolster Workforce B.V. under this article and that they will sign a transfer deed.

13.8 In the event of a claim of third parties in connection with IP Rights in respect of the Performance, regardless of whether this claim is directed against Bolster Workforce B.V. or against the Supplier, it is exclusively up to Bolster Workforce B.V. to determine whether, and if so in what manner, Bolster Workforce B.V. and/or the Supplier respond to this claim. The Supplier hereby gives irrevocable and unconditional consent to conduct any judicial and extrajudicial proceedings in the event of any infringement by third parties of the IP Rights relating to the Content. Bolster Workforce B.V. is not obliged to conduct any proceedings.

13.9 If and in so far as necessary the Supplier will, if so requested, provide Bolster Workforce B.V. with all reasonable cooperation to take measures against third parties to enforce and defend the IP Rights and to acquire new rights.

13.10 The Supplier is not entitled to directly or indirectly use Bolster Safety's name, logo, marks and/or publications or products or to refer thereto without the prior written consent of Bolster Workforce B.V.

Clause 14 Confidential information

14.1 If and in so far as in the performance of the Agreement information of one party comes to the attention of the other party and such information has, verbally or in writing, been specified as

confidential, or in respect of which the receiving party should reasonably have been able to understand that it must be deemed confidential, the receiving party will keep this information strictly confidential, only use it for the performance of the Agreement and limit access to that information to persons who must take note thereof for that purpose. The receiving party guarantees that these persons are subject to a duty of confidentiality pursuant to an employment contract and/or a confidentiality agreement in respect of this confidential information. Any information on the contents of the commercial results of or plans with Bolster Workforce B.V. teaching methods fall under confidential information.

14.2 Confidential information does not mean information which was already public at the time that it came to the attention of the receiving party or subsequently became public beyond the control of the receiving party, or which the receiving party received from a third party without a duty of confidentiality having been imposed or such third party being subject to a duty of confidentiality.

14.3 The Supplier will not make statements about Bolster Workforce B.V. with regard to third parties in a manner which can cause harm.

14.4 The Supplier will forfeit an immediately due penalty which is not open to mitigation of € 25,000 (in words: twenty-five thousand euros) per (whole or partial) breach of this clause.

Clause 15 Personal data

15.1 If the Supplier processes personal data for the effecting of the Performance, this Clause 15 is deemed a processing agreement between Bolster Workforce B.V. and the Supplier, whereby it is assumed that Bolster Workforce B.V. is the controller and the Supplier is the processor within the meaning of the Dutch Data Protection Act (*Wet bescherming Persoonsgegevens*; "Wbp"). Without prejudice to the foregoing, on Bolster Safety's first request the Supplier will make a separate processing agreement which is usual and appropriate for the situation in question.

15.2 The Supplier guarantees he/she will act in conformity with the Wbp and any (national or European) regulations to replace the Wbp and will adequately secure the personal data which are provided to the Supplier. On Bolster Safety's first request the Supplier will provide Bolster Workforce B.V. with insight on how to realise this.

15.3 The Supplier will exclusively process personal data which he/she has obtained from Bolster Workforce B.V. in the framework of the agreement on instruction of Bolster Workforce B.V. on behalf of the effecting of the Performance. Without Bolster Safety's explicit consent by means of a signed document, the Supplier will not make use of the personal data for his/her own purposes or the purposes of third parties.

15.4 The Supplier will not transfer any personal data to or make such accessible in or from a country outside of the European Economic Area, unless Bolster Workforce B.V. has granted consent therefor in a signed document and the transfer is subject to a valid regime which safeguards an appropriate protection level.

15.5 The Supplier will take appropriate technical and organisational measures to secure the personal data against loss and any form of wrongful processing. These measures guarantee, taking account of the state of the art and the costs of the enforcement, an appropriate security level, in view of the risks which the processing and the nature of the data to be protected entail. These measures comprise, inter alia:

- 15.5.1 Physical security and securing of equipment;
- 15.5.2 The elaboration of a policy document for information security;
- 15.5.3 The appointing of data protection officers;
- 15.5.4 The use of access security (procedures to grant authorised employees access to the information systems and services);
- 15.5.5 Making the employees subject to a duty of confidentiality in their employment contract and/or a confidentiality agreement with regard to confidential information, including personal data.

15.6 In so far as the Supplier engages third parties in the performance of the Agreement, said third parties are bound by the same guidelines as the Supplier's employees.

15.7 If there is a breach of the security of personal data whereby the data becomes accessible for unauthorised parties, data are lost or wrongfully processed, or if there is a suspicion that this has occurred, the Supplier will immediately report this to Bolster Workforce B.V. and in any event within twenty-four (24) hours after it is discovered. Bolster Workforce B.V. is the first party which will be informed.

Clause 16 Audits

16.1 Bolster Workforce B.V. has the right to have announced and unannounced audits executed at the Supplier's, including financial, operational and compliance audits relating to the accuracy of invoices and compliance with the provisions in this Agreement including with regard to fees, security and insurance. The Supplier guarantees that he/she will keep proper accounts at all times.

16.2 Upon first request the Supplier will allow Bolster Workforce B.V. and/or third parties engaged by it access, on behalf of audits, to the buildings, systems and books of the Supplier and will provide all cooperation for audits to be executed by or on behalf of Bolster Safety. In principle Audits will only take place during normal working hours and Bolster Workforce B.V. will endeavour to ensure that the audits cause as little disruption as possible to the normal business activities of the Supplier. The Supplier will not charge any costs for his/her cooperation with the audit. Bolster Safety's own costs and the costs of third parties engaged by Bolster Workforce B.V. for audits will be borne by Bolster Workforce B.V. unless the audit brings irregularities to light. In such case the reasonable costs are at the Supplier's expense, without prejudice to any other rights of Bolster Safety.

16.3 Bolster Workforce B.V. will treat information which it obtains as a result of audits in accordance with Clause 14.

16.4 The Supplier guarantees that Bolster Workforce B.V. has the right and the possibility to have audits executed by third parties engaged by the Supplier, on the same conditions as described above.

Clause 17 Liability

17.1 The Supplier is liable to Bolster Workforce B.V. for and fully indemnifies Bolster Safety, its directors, management, employees, representatives and legal successors against all loss and costs, including loss and costs as a result of defects in the Performance, (alleged) infringements of IP Rights relating to the Performance, claims of third parties, debt recovery costs, statutory commercial interest, lost profit, forfeited penalties and costs of legal assistance, which Bolster Workforce B.V. suffers or makes as a result of (i) default on the performance of the Agreement by the Supplier, his/her personnel or third parties engaged by the Supplier, (ii) any acts of the Supplier, his/her personnel or third parties engaged by the Supplier in the performance of this Agreement or (iii) wrongful act.

17.2 The Supplier will immediately report any loss which arises in the performance of the Agreement to Bolster Workforce B.V. and at latest 24 hours after the loss arose.

17.3 The Supplier will indemnify Bolster Safety, its directors, management, employees, representatives and legal successors against all possible claims of the Tax and Customs Administration and/or the benefits agency to withhold and/or pay taxes or social security premiums, including any interest thereon and any administrative penalties which are connected with the effecting of the Performance.

17.4 The Supplier indemnifies Bolster Workforce B.V. against all claims of third parties, including administrative penalties connected with breaches of applicable export provisions attributable to the

Supplier. If upon export of Performance, export provisions apply which Bolster Workforce B.V. must comply with, the Supplier will notify Bolster Workforce B.V. thereof in due time.

17.5 Bolster Workforce B.V. is not liable to the Supplier for any loss or costs which the Supplier suffers or makes. If Bolster Workforce B.V. is nevertheless deemed liable, its liability is limited in the manner stipulated in the following paragraphs.

17.6 Bolster Safety's liability based on default in the performance of an obligation only arises if Bolster Workforce B.V. has been immediately and properly given notice of default by the Supplier and has been given a reasonable term of at least thirty days to rectify the default, and Bolster Workforce B.V. continues to default on the performance of its obligations after that term.

17.7 Bolster Workforce B.V. is only liable to the Supplier for the following loss, if and in so far as said loss is a result of a default attributable to Bolster Workforce B.V. and/or wrongful act: material damage to goods, reasonable costs made to prevent or limit such damage and the reasonable costs made to determine the cause of the damage, the liability, the damage and the method for rectifying such damage.

17.8 Bolster Safety's total liability is in all cases limited to the amount which will actually be paid out by its insurance where relevant.

17.9 Any further-going liability of Bolster Safety, including liability for consequential loss, is excluded. In this context consequential loss in any event means lost profit, lost savings, loss due to delay, loss due to business stagnation and reduced goodwill in the company or the Supplier's profession.

17.10 This clause does not in any way limit Bolster Safety's liability for loss which is the result of intent or wilful misconduct of Bolster Workforce B.V. itself ("own action") and/or its management.

Clause 18 Insurance

18.1 The Supplier guarantees with regard to the performance of his/her obligations under the Agreement and for loss ensuing from its liability to Bolster Safety, to be adequately insured and during the term of the Agreement will remain insured with a reputable insurer, including, if applicable, having proper product, professional and company liability insurance. The Supplier will immediately inform Bolster Workforce B.V. as to any (expected) changes in the insurance or insurance conditions which can be relevant for Bolster Safety. On Bolster Safety's first request the Supplier will present copies of his/her insurance policies and proof of premium payment.

18.2 In the event the Supplier – in connection with possible future liability to Bolster Workforce B.V. – can present a claim on the basis of an insurance contract, the Supplier will ensure that this payment is made directly to Bolster Workforce B.V. or its insurer, unless such is contrary to the policy conditions. Toward this end Bolster Workforce B.V. can demand that the Supplier will enter into the insurance of behalf of Bolster Workforce B.V. or that the Supplier transfers the claim to Bolster Workforce B.V. or its insurer.

18.3 Any payment to Bolster Workforce B.V. on the basis of the Supplier's insurance contract will not affect any right to compensation of Bolster Workforce B.V. in so far as such loss exceeds the amount paid out.

Clause 19 Force majeure

19.1 If the Supplier as a result of a situation of force majeure is permanently hindered from performing his/her obligations to Bolster Safety, Bolster Workforce B.V. is only obliged to pay for Performance which had already been completed up to that time, unless Bolster Safety, due to the partial performance of the Performance, could not have reasonably benefited therefrom, in which case Bolster Workforce B.V. is in no way bound to make any payment. Force majeure only means external, unforeseen circumstances, in so far as the consequences cannot reasonably be avoided

by the Supplier. The following situations will in any event not be deemed force majeure: lack of personnel, economic circumstances, illness of personnel, strikes, late delivery or unsuitable materials, transport problems and/or defaults on the part of third parties or suppliers. The Supplier will immediately notify Bolster Workforce B.V. in writing if a situation of force majeure arises or is at risk of arising.

19.2 If the situation of force majeure continues for a period of twenty consecutive days, or can reasonably be expected to do so, Bolster Workforce B.V. is entitled to cancel or terminate the Agreement in writing with immediate effect extrajudicially and without notice of default, without being bound to pay any fee or compensation.

Clause 20 Default and cancellation

20.1 If the Supplier (if a notice of default is necessary: after a written notice of default whereby the Supplier is given a reasonable period of time to perform his/her obligations, whereby a time period of twenty days is in any event deemed reasonable) (continues to) default(s) on the full/correct/timely performance of one or more of his/her obligations, Bolster Workforce B.V. will be entitled, without prejudice to other rights and fully at its own choice (i) to suspend (further) performance of the Agreement until the Supplier has performed his/her obligations in full, (ii) at the Supplier's own expense to take measures including the purchase, at the Supplier's expense and account, of replacement Performance from third parties or (iii) to cancel the Agreement in whole or in part with immediate effect.

20.2 If in Bolster Safety's opinion there is a valid reason for fearing that the Supplier will not perform his/her obligations to Bolster Safety, will not perform such properly or in time, the Supplier is obliged on Bolster Safety's first request and in the form desired by Bolster Workforce B.V. to give security for the full performance of all the Supplier's obligations.

20.3 All extrajudicial and judicial costs of Bolster Workforce B.V. as a result of non-performance by the Supplier, including for legal assistance, are at the Supplier's expense.

20.4 The Supplier does not have the right to cancel the Agreement in part. The Supplier does not have any right to any form of suspension, set-off, retention, retention of title or complaint.

Clause 21 Duration and (premature) termination

21.1 The Agreement has the duration stipulated therein. If no specific duration is stipulated, the Agreement will end by completion.

21.2 Bolster Workforce B.V. is entitled to terminate the Agreement with immediate effect as long as the Supplier has not yet started with the performance of the Agreement, provided Bolster Workforce B.V. reimburses the reasonable preparation costs made by the Supplier, in so far as these have been made in accordance with the Agreement.

21.3 Bolster Workforce B.V. is at all times entitled to terminate the Agreement subject to a one-month notice period, without Bolster Workforce B.V. being bound to pay any compensation to the Supplier.

21.4 The Supplier is not entitled to terminate the Agreement unless the Agreement is an open-ended Agreement in which case the Supplier may terminate the Agreement subject to a reasonable notice period.

21.5 The Supplier will fully deliver all Orders outstanding at the time of termination of a Framework Agreement in full in conformity with the provisions of the Framework Agreement, unless Bolster Workforce B.V. instructs the Supplier otherwise within fourteen days after termination.

21.6 Without prejudice to Bolster Safety's rights under the law, Bolster Workforce B.V. is, without the need for written notice of default or judicial intervention, and without Bolster Workforce B.V.

being bound to pay any compensation to the Supplier, entitled to cancel or terminate the Agreement in writing with immediate effect in whole or in part if (i) the Supplier petitions for a moratorium on payment or is declared bankrupt or other liquidity problems arise, (ii) if Bolster Workforce B.V. has a valid suspicion that these situations have arisen or that circumstances have arisen which can lead to the aforementioned situations, (iii) a creditor of the Supplier levies attachment or takes another comparable measure with regard to the Supplier's assets or a considerable part thereof, (iv) a judicial order enjoins Bolster Workforce B.V. from performing the Agreement, (v) the business of the Supplier is transferred in whole or in part to, or merges with, a third party or (vi) the Performance is effected for a customer of Bolster Workforce B.V. and the contract with said customer ends in whole or in part or this customer petitions for a moratorium on payment or is declared bankrupt.

Clause 22 Consequences of Termination

22.1 Immediately after termination of the Agreement, for whatever reason, the Supplier will hand over all Goods and other materials which the Supplier holds on behalf of Bolster Safety, to Bolster Workforce B.V. or a third party designated by it, in conformity with the instructions furnished by Bolster Safety.

22.2 Upon termination of the Agreement, for whatever reason, the Supplier will provide Bolster Workforce B.V. with all necessary cooperation to safeguard the continuity of its business activities and to effect a rapid and careful transfer of the services to a third party. If good and full transfer of the services in Bolster Safety's opinion is only possible if the Supplier continues providing his/her services for a specific time, the Supplier will do so on Bolster Safety's request for a maximum of three months after termination. Bolster Workforce B.V. will pay the related costs on the basis of the rates applicable for the Agreement.

22.3 If in Bolster Safety's opinion the Supplier does not use sufficient effort to perform his/her obligations on the basis of the preceding paragraph of this clause, Bolster Workforce B.V. will provide the Supplier with clear and reasonable instructions in writing whereby the Supplier will be given a reasonable period of time to comply therewith. If the Supplier does not comply with the instructions within this period of time, the Supplier will forfeit, without prejudice to any other rights of Bolster Safety, an immediately due penalty, which is not open to mitigation, of € 5,000 (in words: five thousand euros) increased by a penalty of € 1,000 (in words: one thousand euros) for each day, including a part of a day, that the Supplier continues to default. A term of ten days will in any event be deemed reasonable.

22.4 Termination of the Agreement, in whatever manner, has no effect on the IP Rights on the Performance to which Bolster Workforce B.V. is entitled to under Clause 13 or rights granted to Bolster Safety.

22.5 If at the time of cancellation of this Agreement Bolster Workforce B.V. has already received Performance, this Performance and the fees which Bolster Workforce B.V. has paid therefor are not a subject of nullification.

22.6 After termination the Supplier is obliged to repay amounts which have been paid in advance.

22.7 Provisions which by their nature are intended to survive termination of the Agreement, will remain in effect between the parties. The following clauses will in any event remain in force after termination: Clause 8, Clause 13, Clause 14, Clause 15, Clause 16, Clause 17, Clause 22, Clause 23.1 and 23.2, Clause 35, Clause 36 and Clause 37.

Clause 23 Miscellaneous

23.1 This Agreement and these Terms and Conditions are governed by Dutch law.

23.2 All disputes ensuing from or connected with the Agreement will exclusively be presented to the competent judge of the District Court of Oost-Brabant, unless the parties agree on arbitration or a binding advisory opinion.

23.3 In the event of nullity or nullification by the Supplier of one or more provisions of the Terms and Conditions, the other provisions of the Terms and Conditions will apply to the Agreement in full. The parties will enter into consultation to replace a void or voided provision of the Terms and Conditions with a provision which is valid or non-voidable and which aligns as much as possible with the goal and purport of the void or voided provision.

23.4 Waiver of rights is only possible by means of an explicit written statement.

23.5 The Supplier is not entitled to transfer the rights and obligations under the Agreement to a third party without Bolster Safety's prior consent by means of a written document. Bolster Workforce B.V. is entitled to make this consent subject to conditions.

23.6 Bolster Workforce B.V. is entitled to transfer the rights and obligations under the Agreement in whole or in part (i) to businesses connected with Bolster Workforce B.V. in a group, (ii) to third parties together with Bolster Safety's business and (iii) in the event of a merger.

23.7 Electronic communication sent by Bolster Workforce B.V. is deemed to have been received on the day of sending, unless the contrary is proved by the Supplier.

23.8 The Agreement is to be deemed a contract of assignment. Bolster Workforce B.V. and the Supplier are independent parties who are not entitled to represent each other, carry out legally binding transactions for each other, to mediate with or enter into agreements on behalf of each other, give guarantees or make commitments. There is furthermore no authority relationship between Bolster Workforce B.V. and the Supplier other than as between a customer and the Supplier within the meaning of Section 1 of Title 7 of Book 7 of the Dutch Civil Code.

23.9 The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

Chapter 2 Hiring of Personnel

Clause 24 General

24.1 Without prejudice to the applicability of the general provisions of Chapter 1, and the applicability of the provisions of Chapter 3, the provisions of this Chapter 2 apply if the Services provided by the Supplier consist of the (pre)selection, making available and/or use of suitable candidates in a temp agency or secondment form.

24.2 Without prejudice to the applicability of all other general provisions, Clause 9.1 through Clause 9.4 and Clause 12.1 in any event apply mutatis mutandis.

24.3 If the Supplier is a temp agency, it must be NEN 4400 certified and included in the Dutch Labour Standards Register (*Register Normering Arbeid*). On Bolster Safety's first request, the Supplier will present a NEN 4400 statement. If the Supplier is not NEN 4400 certified, upon first request and at his/her own expense the Supplier will present a Statement of Payment Conduct relating to Supplier Chain and Secondment Liability (*Verklaring betalingsgedrag Keten- en Inlenersaansprakelijkheid*) from the Dutch Tax and Customs Administration which is no more than three months old. As long as the work continues, the Supplier will present a new statement every three months.

24.4 Upon first request and at his/her own expense the Supplier will furnish a statement drawn up and signed by a registered accountant to be appointed in consultation, in which the registered accountant states that the obligations under or pursuant to the fiscal and social security legislation have been complied with in the preceding period.

Clause 25 Selection, Management and Supervision

25.1 Bolster Workforce B.V. will provide a description of the job, job requirements, working hours, working time, work, work place and intended term that workers are to be made available.

25.2 The Supplier will endeavour within a reasonable term after receipt of a request of Bolster Workforce B.V. to recruit and/or select one or more candidates who satisfy the profile. Bolster Workforce B.V. will make a selection on the basis of this proposal. Bolster Workforce B.V. is not bound to hire any candidate who is presented.

25.3 On first request the Supplier will furnish Bolster Workforce B.V. with copies of the employer statement, diplomas and references for the proposed personnel.

25.4 In the framework of posting, any personnel engaged will work under the management and supervision of Bolster Safety, while the employment relationship between personnel and the Supplier will remain in effect. During the Agreement the posted personnel will follow all reasonable instructions of Bolster Safety.

25.5 Unless otherwise agreed in advance by means of a signed document, for the execution of work the Supplier will only make use of personnel in the Supplier's employ (on the basis of an employment or temp agency contract). On Bolster Safety's first request the Supplier will present evidence thereof.

Clause 26 Identity, employment, VOG and Waadi

26.1 The Supplier will comply with and see to it that the personnel which is made available satisfies, all statutory requirements and permits to be allowed to legally work in the Netherlands. The Supplier states to explicitly perform the obligations to which he/she is subject as a result of the Dutch Compulsory Identification Act (*Wet op de Identificatieplicht*; "WID"), the Dutch Posting of Workers by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*; "Waadi") and the Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*; "WAV"). Prior to a personnel member who is not of Dutch origin starting work, the Supplier will furnish a copy of a valid document as referred to in Clause 1 of the WID and – if and in so far as required by law – a valid work permit to Bolster Safety.

26.2 If the Supplier continues to fail to perform the obligations laid down in Clause 26.1, Bolster Workforce B.V. can deny access to the personnel members in question.

26.3 The Supplier fully indemnifies Bolster Safety, its directors, management, employees, representatives and legal successors against all loss and costs, including loss and costs as a result of claims of third parties, debt recovery costs, lost profit, forfeited penalties and costs of legal assistance, which Bolster Workforce B.V. suffers or makes as a result of illegal labour and/or the Supplier's failure to comply with the obligations under the heading of the aforementioned legislation.

26.4 On Bolster Safety's first request the Supplier will furnish Bolster Workforce B.V. with a Good Conduct Statement (*Verklaring omtrent gedrag*; VOG) relating to the personnel.

Clause 27 Labour, replacement and illness

27.1 The working hours and working times of the personnel will be laid down in the Order. Work will be carried out during Bolster Safety's normal working hours, unless otherwise agreed in writing. Bolster Workforce B.V. must approve any overtime work of the personnel in advance in writing.

27.2 Days when the personnel cannot carry out any work in connection with holidays or leave, commuting time and hours that the personnel cannot carry out labour due to illness, will not be reimbursed by Bolster Safety, unless otherwise agreed in writing.

27.3 The days when the personnel which is made available may take leave will be determined in consultation.

27.4 The Supplier will only temporarily or definitely replace the personnel after having received Bolster Safety's prior written consent therefor.

27.5 Upon any replacement, replacement personnel will be made available who with regard to expertise, training level and experience is at least of the same level. The original rates will remain the same and working-in costs are at the Supplier's expense.

27.6 In the event of illness of a personnel member deployed by the Supplier in respect of whom it can be assumed that such illness might last longer than ten working days, as well as in the event of absence for another reason in consequence of which the personnel member is not available for longer than ten working days, such personnel member will be replaced on Bolster Safety's first request. If the relevant personnel member cannot be replaced within five working days, Bolster Workforce B.V. is entitled to terminate the posting with immediate effect, without Bolster Workforce B.V. being bound to pay any compensation to the Supplier.

Clause 28 End of posting of personnel members

28.1 A posting for an open-ended or fixed period of time of a personnel member automatically ends as soon as the Supplier can no longer make personnel available, because the (employment or temp agency) contract between the Supplier and the personnel has ended, by the expiry of the agreed term, by completion of the relevant project (to be assessed by Bolster Safety) or by written notice of termination by Bolster Safety.

28.2 Upon termination of the work the personnel will, at Same Safety's election, hand over to Bolster Workforce B.V. or destroy all Performance, data, information and equipment which were produced by Bolster Workforce B.V. or by the personnel in the framework of the work.

Chapter 3 ICT Services

Clause 29 General and additional definitions

29.1 Without prejudice to the applicability of the general provisions of Chapter 1 and the applicability of the provisions of Chapter 2, the provisions of this Chapter 3 apply if the Supplier provides ICT Services to Bolster Safety.

29.2 In this chapter the following terms are defined as follows:

Acceptance: the written acceptance by Bolster Workforce B.V. encompassing that the Equipment and/or Software both individually and in conjunction satisfy the agreed specifications and the intended goal.

Acceptance Test: the test (procedure) with which it can be tested whether the Equipment and/or Software both individually and in conjunction satisfy the agreed specifications and the intended goal.

Equipment: equipment and/or hardware to be supplied by the Supplier on the basis of the Agreement, including related relevant system software, documentation and materials, on which or in conjunction with which the Software is to be installed and implemented by the Supplier and must function.

Defect: every disruption or other fault and every shortcoming or non-conformity in the Software and/or the Equipment.

Customised Software: computer software to be developed and modified by the Supplier on behalf of Bolster Safety, including changes and/or additions to the Standard Software including related documentation, materials, object codes and source codes, as described in the Agreement.

Software: the Standard and/or Customised Software delivered or to be delivered by the Supplier under the Agreement, with related new and/or improved versions.

Standard Software: software with related documentation and materials as described in the Agreement, which has not specifically been developed by the Supplier or by third parties on behalf of Bolster Safety.

Clause 30 Inspection and advising

30.1 To determine Bolster Safety's intended use of the Software, the Supplier will have sufficiently ascertained the goals with which Bolster Workforce B.V. enters into the Agreement and with the organisation, location and ICT environment of Bolster Safety, in so far as relevant.

30.2 The Supplier states to have requested all information required for the Performance to be delivered by the Supplier from Bolster Safety.

30.3 The Supplier is only permitted to gain access with his/her own equipment (remotely or otherwise) to the Bolster Workforce B.V. network if Bolster Workforce B.V. has granted prior written consent therefor. This consent can be made subject to conditions. The Supplier guarantees that the equipment which the Supplier uses is safe and does not contain any viruses or other malware or harmful software.

30.4 If agreed, the Supplier will draw up a technical and functional design. The Supplier will also make a proposal for the project stages with regard to the completion of the Performance.

30.5 If the Supplier wishes to make use of open source software or software of third parties he/she will notify Bolster Workforce B.V. thereof prior to making the Agreement.

30.6 If use is made for the development and/or delivery of the Software of (web) applications, (web) services and/or infrastructure of the Supplier, Bolster Workforce B.V. has the right to have reasonable and usual security tests executed in this respect. The Supplier will provide all reasonable cooperation in this respect upon first request.

Clause 31 Standard Software

31.1 Prior to the making of an Agreement for use of Standard Software, the Supplier will provide Bolster Workforce B.V. with information on deviations in the functioning of the Standard Software compared to the specifications desired by Bolster Safety, in so far as these are known or should reasonably have been known to the Supplier.

31.2 Bolster Workforce B.V. is entitled to make back-up copies of the Standard Software (including the related documentation) and to rectify mistakes.

31.3 If the equipment on which the Standard Software is installed should be out of operation in whole or in part, Bolster Workforce B.V. is entitled to install and use the Standard Software on replacement equipment without being bound to pay any extra compensation and regardless of where this equipment is set up, provided the license conditions of the producer of the Standard Software permits such. In order to prepare for possible fallback, Bolster Workforce B.V. is entitled to install Standard Software on replacement equipment and test such for use.

31.4 Without prejudice to Bolster Safety's rights, the IP Rights relating to the Standard Software lie with the Supplier or its licensors. With regard to Standard Software the Supplier will provide Bolster Workforce B.V. with the irrevocable, non-exclusive right to use the Standard Software for an open-ended period of time, provided the license conditions of the producer of the Standard Software permits such. Any licensing conditions of third parties and the scope of the right of use

will be stated in the Agreement. The Supplier will sell to Bolster Workforce B.V. the information carrier(s) on which the Standard Software is recorded.

31.5 Upon the delivery of Standard Software or the development of Customised Software in addition to already existing Standard Software, the Supplier will contract, if the Supplier procures the Standard Software from a third party, directly with such third party and will see to the necessary licenses for the use of the Standard Software by Bolster Safety.

Clause 32 Customised Software

32.1 Bolster Workforce B.V. and the Supplier will specify in the Agreement what Customised Software will be developed. The Supplier will produce the most detailed possible elaboration of the technical specifications of the Customised Software, based on the desired functional specifications as laid down in the Agreement. For the development and implementation of the Customised Software a plan of approach will be determined which must be approved by Bolster Safety, in which the parties in any event agree: the (interim) delivery date or dates, the installation and implementation date or dates, development and/or implementation phases and (interim) system acceptance tests.

32.2 The Supplier will transfer the information carriers with source and object codes as well as the documentation and other materials belonging with the developed Customised Software upon Delivery and prior to the execution of the Acceptance Test to Bolster Workforce B.V. in full.

32.3 All IP Rights to the Customised Software, including source and object codes and including documentation and other materials will be transferred by the Supplier to Bolster Workforce B.V. in accordance with Clause 13 of these Terms and Conditions.

32.4 In so far as the parties have not agreed a transfer of IP Rights in the Agreement, the Supplier grants Bolster Workforce B.V. a perpetual, irrevocable, transferrable right of use, which can be sub-licensed, to the Customised Software including new and improved versions in the broadest sense of the word. This in any event includes the right to use all applicable functions of the Customised Software, make copies of the Customised Software, grant sub-licenses, make modifications to the Customised Software and allow third parties access to the Customised Software.

Clause 33 Delivery, Installation and Documentation

33.1 Delivery of Equipment and/or Software also encompasses that the Supplier will install and implement and transfer the Equipment and/or Software, including conversion of existing databases. If the Supplier, on the basis of the data furnished by Bolster Safety, his/her expertise, the Agreement and/or the Order could or should have known that the installation and implementation would require modifications to the Equipment, to the equipment of Bolster Workforce B.V. or to other software without notifying Bolster Workforce B.V. thereof in time, the Supplier will take care of such at his/her own expense in close consultation with Bolster Safety.

33.2 In the event of work on (computer) systems of Bolster Workforce B.V. the Supplier will always see to securing the data and information stored on those systems, in such respect that loss of and/or damage thereto is prevented.

33.3 The Supplier will see to it that the delivered documentation of Software under maintenance with the Supplier is, on Bolster Safety's first request, replaced or modified as soon as possible at the Supplier's expense if at any time it were to turn out that it contains incorrect, incomplete, unclear or out of date information.

33.4 Unless otherwise agreed in writing, the documentation belonging with the Software and/or Equipment will always be in Dutch or English.

Clause 34 Acceptance

34.1 Bolster Workforce B.V. and the Supplier will record the Acceptance Test in the Agreement, including the agreed characteristics which will be tested. Every (partial) delivery of Software and/or Equipment is subject to an Acceptance Test as described in the Agreement.

34.2 If the Software or Equipment is accepted in parts by Bolster Safety, after the last Acceptance Test an integral Acceptance Test will be executed to test the Software and/or Equipment as a conjoined whole.

34.3 The results of the Acceptance Test will be recorded in a report which will be signed by Bolster Safety. Said report will state whether there is unconditional Acceptance or not and what parts have not been accepted. If the Software and/or Equipment has been approved in accordance with the Acceptance Test, the date of signing of the approval report is deemed the date of Acceptance. Approval of part-deliveries of the Software and/or Equipment is without prejudice to the possibility to reject the entirety on the basis of the integral Acceptance Test.

34.4 If during the Acceptance Test there is evidence of Defects attributable to the Supplier, the Supplier is bound to rectify such free of charge in the shortest possible term, at latest within the term set by Bolster Workforce B.V. and to offer the entirety for Acceptance again after which the Acceptance Test will be repeated. In that case the costs of the Acceptance Test are at the Supplier's expense.

34.5 If the Supplier does not rectify the noted Defects within the term set by Bolster Safety, Bolster Workforce B.V. is entitled to rectify these itself. The Supplier will in such case provide all cooperation free of charge which is necessary for the rectification of the Defects. If Bolster Workforce B.V. rectifies the Defects itself or instructs the rectification of Defects, such is without prejudice to the Supplier's responsibility for the Performance.

34.6 Without prejudice to the applicability of the other provisions of Chapter 1, Clause 7 applies in so far as there has been no deviation therefrom in the preceding paragraphs or in the specifically agreed Acceptance Test procedures.

34.7 During the Acceptance Test Bolster Workforce B.V. is entitled to operationally make use of the Equipment and/or Software, if necessary for its business activities.

34.8 If after Acceptance there are defects in the Performance, this will not detract from the Supplier's obligation to rectify these Defects on the basis of any agreed maintenance obligations.

Clause 35 Guarantees

35.1 In addition to Clause 8 of these Terms and Conditions the Supplier guarantees that:

- 35.1.1 for a year after Acceptance (including in the event of peak load) the Software and Equipment will satisfy and continue to satisfy the specifications, functionalities and characteristics agreed in the Agreement and what Bolster Workforce B.V. could reasonably expect thereof;
- 35.1.2 the Software is compatible with the software, equipment, systems and networks of Bolster Workforce B.V. at the time of delivery to and acceptance by Bolster Safety;
- 35.1.3 the Software is and remains suitably secured by means of making updates and patches available;
- 35.1.4 the Software and/or Equipment has been efficiently and properly produced and is cohesive;
- 35.1.5 the source code(s) and object code(s) are of such quality that they will enable Bolster Workforce B.V. or a third party who possesses a reasonably required degree of knowledge and skill for the relevant Software, to maintain the delivered Software;
- 35.1.6 the Supplier will notify Bolster Workforce B.V. in writing of all changes of whatever nature which the Supplier makes to any systems of Bolster Safety.

Clause 36 Maintenance and Support

36.1 On Bolster Safety's request, the Supplier will for at least one year after Acceptance enter into maintenance contracts for the Software, with an eye on preventative, corrective, adaptive and/or renewed maintenance, as well as support agreements for telephone support. These agreements are deemed Agreements within the meaning of these Terms and Conditions. No maintenance fee is owed during the guarantee period.

36.2 As part of the preventative maintenance the Supplier will regularly test the Software for proper functioning but in any event once a year. If the expectation is that preventative maintenance can lead to Bolster Workforce B.V. not being able to use the Software or not being able to use it in full, the Supplier will notify Bolster Workforce B.V. thereof in time. Bolster Workforce B.V. is entitled to refuse the preventative maintenance, in which case the parties will agree a new date.

36.3 As part of renovation maintenance, the Supplier will modify and/or improve the Equipment and Software and/or supplement the functionality thereof, in connection with new (statutory) requirements and/or technological developments and insights. The effecting of functional changes requires the prior written consent of Bolster Safety. If the Supplier stops supporting the Software or parts thereof but does publish other software which is comparable to the Software or the relevant parts thereof, Bolster Workforce B.V. is entitled, at its election, to demand full performance of the maintenance, to claim a right of use in respect of the new software, or to immediately cancel the Agreement.

36.4 As part of corrective maintenance, Bolster Workforce B.V. will set terms in the maintenance agreements within which defects in the Software and/or Equipment must be rectified. If no term has been fixed, the Supplier will start the corrective maintenance in any event within four hours after notice of a defect by Bolster Safety, whereby the Supplier will do everything it can to rectify the defect as quickly as possible. Time is of the essence with regard to the response and rectification terms laid down in the Agreement or additional maintenance agreements to be made.

36.5 Temporary solutions or program workarounds will only be made with Bolster Safety's approval. If this is the case, the Supplier will implement a definite solution as quickly as possible.

36.6 If Software and/or Equipment and/or parts thereof are replaced, this will only take place by new, functional and at least technically equivalent parts.

36.7 If Bolster Workforce B.V. executes the maintenance itself or instructs the execution of the maintenance, the Supplier will on request provide support at the agreed prices, or, if no prices have been agreed, market rate prices.

Clause 37 Escrow

37.1 On Bolster Safety's first request the Supplier will immediately place the Software in escrow with an independent third party. The parties can make additional agreements on the elaboration of the escrow agreement. The escrow must in any event contain all information which has not been made public which Bolster Workforce B.V. needs to be able to independently execute error rectification, maintenance and management of the Software so that Bolster Workforce B.V. can continue to use the Software in full, including a copy of the source codes of the most recent version, as well as all related development and technical documentation. The Supplier will periodically at least always have the most recent version(s) in escrow with the third party.

37.2 The items given into escrow will be made available to Bolster Workforce B.V. by the third party on Bolster Safety's request with immediate effect and without additional conditions in the situation that:

37.2.1 the Supplier ceases his/her activities with regard to the Software;

37.2.2 a petition is presented for the bankruptcy or moratorium on payment of the Supplier, or the Supplier is declared bankrupt or the Supplier is granted a moratorium on payment;

37.2.3 the Supplier is liquidated; or

37.2.4 the Supplier does not perform any obligation to Bolster Workforce B.V. with regard to the Software.

37.3 Bolster Workforce B.V. can only use the source codes made available on the basis of the preceding paragraph of this clause for the use intended in the Agreement.

Clause 38 SaaS

38.1 Without prejudice to the applicability of the provisions of Chapters 1 and 2 and the other provisions of this Chapter 3, the provisions in this clause apply if the Supplier makes Software as a Service ("SaaS") available by remote, unless there is deviation therefrom in this clause.

38.2 Delivery of SaaS is inclusive of non-exclusive license and user rights on the interface which the Supplier provides. In the case of SaaS there is no transfer of IP Rights to Bolster Safety.

38.3 The Supplier will take care of the availability and usability of the Software in accordance with service levels agreed by the parties.

38.4 The Supplier will enable Bolster Workforce B.V. to store the data of Bolster Workforce B.V. from the website or via the Supplier's interface, in a (digital) format to be determined by Bolster Workforce B.V. in order to make its own back-ups. In addition, the Supplier will him-/herself take care of back-ups of all details of Bolster Workforce B.V. with an interval as to be agreed between the parties. If no interval is agreed, at least once every 24 hours a back-up copy will be made of all details. The Supplier will carefully store the back-ups in another location and with another hosting party than where the operational data of Bolster Workforce B.V. are stored.

38.5 If agreed, the Supplier can temporarily decommission the Software in whole or in part for preventative, corrective or adaptive maintenance. The Supplier will not let the downtime last longer than is necessary. Decommissioning will only take place during the period from 10 p.m. to 6.00 a.m. and only after prior written notice to Bolster Workforce B.V. of at least twenty days.

38.6 In the case of SaaS, Bolster Workforce B.V. does not have the right to alter the Software or to install the Software on other equipment, unless Bolster Workforce B.V. acquires the source code on the basis of Clause 37.

38.7 The Supplier will take care of a separation between the Software and the data server.