



General Contract Conditions Bolster Workforce B.V.

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General Contract Conditions Bolster Workforce B.V.

Article 1. Definition of terms

Bolster

The Contracting Party, Bolster Workforce B.V.

Bolster Safety

The software application provided by Bolster Workforce B.V.

Client

The legal entity with which the Contract is concluded.

Contract

The agreements between Bolster Workforce B.V. and the Client concerning the provisions of Licences for Bolster Safety .

Contract Duration

The duration of the Contract captured using an agreed start date and end date.

Contracting Party

Bolster Workforce B.V.

Documentation

The information delivered by Bolster to the Client which sets out the operation and usage conditions of the Application.

General Contract Conditions

The General Contract Conditions Bolster Workforce B.V.

Licence

The right to use Bolster Safety.

Licence Duration

The period during which the User has the right to use Bolster Safety. This can be 'limited' (per calendar year) or 'otherwise' (the period agreed in the Contract).

Location

The building(s) or other defined locations where the Licence may be used based on the Contract.

Representative

The natural person duly acting on behalf of the Client or Contracting Party.

User

The natural person or user to whom a Licence is granted based on the Contract.

Article 2. Application

These General Contract Conditions apply to each Licence Contract concluded by Bolster with the Client or any corresponding offers and to the delivery of Bolster Safety. Additional or deviating conditions only apply if and to the extent expressly agreed in writing with Bolster. In the event of conflict between such additional or deviating conditions and these General Contract Conditions, the additional or deviating conditions prevail. Any general terms and conditions used by the Client do not apply unless expressly accepted in writing by Bolster.

Article 3. Contract

- 3.1 Orders with an invoice value exceeding €5,000 must be submitted electronically or in writing.
- 3.2 The Contract is concluded after the order has been submitted to Bolster electronically, in writing, or by phone and has been accepted by Bolster.
- 3.3 The Contract will always be concluded under the suspensive condition of sufficient availability of the products and/or services as well as a sufficient credit rating of the Client in the opinion of Bolster. A bank guarantee may be requested.
- 3.4 Bolster reserves the right to refuse orders without being required to provide substantiation.

Article 4. Services

- 4.1 Bolster will implement the Contract to the best of its ability and in accordance with the requirements of good workmanship.
- 4.2 Bolster has the right to outsource certain work to third parties without informing the Client. The applicability of Article 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are expressly excluded.
- 4.3 If Bolster or third parties engaged by Bolster for the implementation of the Contract perform work at the location of the Client or at a location designated by the Client, the Client will provide the facilities reasonably desired by these employees free of charge.
- 4.4. Bolster will, to the extent it is able, make reasonable efforts to provide the Client or Users access to Bolster Safety. Bolster guarantees an annual availability of the Bolster Safety application of at least 99%. Temporary unavailability for scheduled work will not be considered when determining the availability. Availability means that the application can be accessed and used by Customers. Not included are errors in the connection and/or equipment beyond the control of Bolster, including the connection and/or equipment of the Client or its end users. Bolster has service windows for updates and maintenance. This service window is between 22:00 and 07:00 every day. Deviations are possible in case of great urgency due to a problem or calamity which requires immediate action.

Article 5. Careful use

- 5.1 The Client will carefully use Bolster Safety with observance of the instructions provided by Bolster at any moment. The Client will be responsible for the careful use by the Users.
- 5.2 The Client and the Users may only access the information included in Bolster Safety in the manner prescribed by Bolster.
- 5.3 Unless agreed otherwise, the Client must for his own risk and account ensure the equipment, software, communication facilities and system requirements required for the proper use of Bolster Safety as set out in Article 11.

Article 6. Scope of usage right

6.1 Bolster grants the right to use Bolster Safety based on non-transferable Licences to Users affiliated with the Client with the commercial partner(s) indicated in the Contract during the agreed Licence Duration against payment of the fees agreed in the Contract. These Licences include only the powers expressly assigned in the Contract and these General Contract Conditions.

All intellectual property rights, including but not limited to copyright, trademarks, design rights, database rights and know-how on and related to products and/or services delivered by Bolster will be held by Bolster and/or its licensors. The Contract concluded between Bolster and the Client expressly does not include the transfer of these rights to the Client unless expressly agreed in writing between Bolster and the Client.

Unless expressly otherwise agreed in writing, this also applies to any modules custom made by Bolster, whether or not together with the Client. The corresponding ownership rights will be fully held by Bolster and the modules can be freely used by Bolster, also outside Bolster Safety and for the benefit of third parties, provided that Bolster will not use module components for which it has been expressly agreed in writing that their use outside the Contract is not allowed.

6.2 The Client and the Users may use Bolster Safety in accordance with the uses and purposes intended by Bolster and described in Bolster Safety itself and/or in the product description. The Client and the Users may without the express written permission of Bolster not use (any part of) Bolster Safety for (external) (re)use directed at or intended for any third party (other than a User) without the limits of quotation law or any other statutory limitations to copyright, neighbouring right, or the database right of Bolster.

6.3 Unless explicitly agreed otherwise, the usage right may only be exercised by and for the benefit of the Users of the Client and the Locations/sectors indicated in the Contract and may or can never lead to any form of - whether or not commercial - exploitation of Bolster Safety or any part thereof by the Client or the Users. The Client is required to ensure that the User reads and accepts any applicable terms of use (including those set out in the Contract) prior to the use of Bolster Safety. If the Client fails to do this, it will be held to compensate any resulting damage to Bolster. Damage includes but is not limited to all direct and indirect damage and all costs incurred by Bolster to enforce its rights.

6.4 If the Client wishes to fully or partially integrate Bolster Safety into software of electronic databases of third parties of the Client or the Users, it requires the express written permission from Bolster. Such integration may not lead to any

violation of the moral rights listed in Article 25 of the Dutch Copyright Act¹ and Article 5 of the Dutch Act on Neighbouring Rights².

- 6.5 The Client may not edit the source code of Bolster Safety other than allowed based on Article 45(m) of the Dutch Copyright Act if necessary. Nor may the Client change or remove indications of trademarks, trade names, titles and authors without the prior written permission of Bolster. Bolster will not install any technical securities due to which any use permitted based on the Contract or any statutory provision is restricted.
- 6.6 The Client may not transfer Bolster Safety or copies thereof or the right of use in whatever form or make these available to any third party without prior written permission from Bolster.
- 6.7 The Client is entitled to updates during the Licence Duration. Updates are new releases to correct errors or inadequacies in the technology or content.
- 6.8 If the Client or the Users infringe on the intellectual property rights of Bolster and/or third parties using the products and/or services delivered by Bolster, the Client will be liable for any resulting damage. The Client will indemnify Bolster against any liability because of (alleged) violation of these rights, except in cases of intent or wilful recklessness of Bolster. In case of (alleged) violation of intellectual property rights of Bolster and/or third parties, Bolster will be entitled to suspend or terminate the delivery of products and/or services to the Client.
- 6.9 If the Client notices that the Users or third parties infringe on any right of Bolster, whether or not because of acts not covered by the right of use, the Client is required to immediately inform Bolster and, to the extent this can be reasonably demanded from the Client, participate in ending and possibly prosecuting this violation.

Article 7. Rates and prices

- 7.1 The prices and fees charged by Bolster are based on the prices and fees in effect at the moment of the offer and apply to the indicated period. The prices for Licences of Bolster Safety are in euro and exclude VAT unless otherwise specified by Bolster.
- 7.2 Bolster is entitled to annually adjust the prices and fees based on the Consumer Price Index (CPI) of the CBS series or based on another inflation adjustment

¹Act of 23 September 1912, on the new copyright regulations.

²Act of 18 March 1993, on rules for the protection of performers, producers of phonograms, or first recordings of films and broadcasting organisations, amending the Dutch Copyright Act of 1912.

indicated in the Contract. Price changes will take effect on 1 January and will be communicated by Bolster on the website www.bolstersafety.com no later than 1 December of the preceding year.

- 7.3 Bolster reserves the right to change the prices and fees. Bolster may increase the prices and fees in excess of the inflation adjustment referred to in paragraph 2 above after three months of publishing the price increase. Within thirty days after Bolster has published a price increase which is greater than the average inflation adjustment, the Client may dissolve the Contract by means of written notice to Bolster. After this thirty-day period, the Client will be deemed to have accepted the price change. Licences of a certain duration that have been paid in advance will not be subject to price changes during the ongoing licence period and no additional invoices will be submitted after the end of their duration unless expressly agreed otherwise in writing.

Article 8. Delivery and installation

- 8.1 Licences will be provided to the Client in the form of login credentials.
- 8.2 Delivery times will be estimates and are non-binding. Exceeding the agreed delivery times do not entitle the Client to compensation, dissolution of the Contract or non-fulfilment of any obligation under this Contract or any related agreement. Partial deliveries are allowed.
- 8.3 Unless expressly agreed otherwise, the Client is responsible for the commissioning and implementation of Bolster Safety based on the instructions given by Bolster. Bolster is not liable for any damage suffered by the Client due to incorrect installation or implementation by the Client.

Article 9. Service package

- 9.1 The Client is entitled to technical first-line support during the term of the Contract. The Client can make free use of a telephone helpdesk.
- 9.2 On-site help for the use of Bolster Safety: Bolster will at request provide on-site assistance to the Client for the proper operation of Bolster Safety or by granting support in the form of training and courses. The costs of this support are payable at the applicable rates of Bolster unless otherwise agreed.

Article 10. Payment

- 10.1 Invoicing will take place within 30 days after signing the contract.
- 10.2 Unless expressly otherwise agreed, the invoice amount must be paid within thirty days after the invoice date. Settlement is not permitted.
- 10.3 If the payment term is exceeded, Bolster is entitled to charge the Client an interest equal to the then applicable statutory commercial interest on the entire due amount, as well as all judicial and extrajudicial costs incurred by Bolster for the recovery of its claim. The extrajudicial collection costs amount to 15% of the due amount, including VAT, with a minimum of € 100,00. Bolster can suspend the access to the content for the indicated IP address for which no payment has yet been made and in general suspend its obligations or dissolve the Contract without notice or judicial intervention being required, without prejudice to the right of Bolster to also claim compensation for incurred damage. If no payment has taken place on the due date, any discounts and warranties agreed with the Client will expire as a result.
- 10.4 Payments can never be suspended based on an alleged defective delivery or based on the fact that the delivery is not yet complete, without prejudice to the provisions of Article 12.
- 10.5 Other invoices or amounts payable to Bolster will become immediately due and payable by operation of law in case of non-payment. The claim of Bolster on the Client will also become immediately due if the Client changes the form of his company, requests suspension of payments, is declared bankrupt, liquidates its company, passes away, or, in case of a company, is dissolved, or if third parties levy attachment on the goods and/or claims of the Client.

Article 11. System requirements

The system requirements of Bolster Safety can be found at www.bolstersafety.com/systeemeisen/. The Client declares to have studied and accepted these.

Article 12. Liability and complaints

- 12.1 Bolster will implement the Contract as carefully as possible. In case of a shortcoming in the fulfilment of its obligations, Bolster will only be liable for any direct damage suffered by the Client related to or arising from the Contract if this damage is caused by intent or gross negligence or willful recklessness by Bolster. The fee must be proportionate to the extent to which Bolster has failed. Minor deviations do not entitle the Client to compensation.
- 12.2. Only the Client is liable for any form of damage, direct or indirect, arising from the use of Bolster Safety. The Client will indemnify Bolster against all claims of third parties based on such damage caused in any way.
- 12.3 The overall liability of Bolster will always be limited to the amount of the fee invoiced by Bolster to the Client based on the Contract with a maximum of € 250.000,00 euro. Bolster will never be liable for any indirect or consequential damages (including but not limited to operational losses and damage to third parties), punitive damages, or similar losses.
- 12.4 Bolster is entitled to suspend the implementation of the Contract if before or during the implementation it is determined or if there are indications that the Client will not (be able to) fulfil its obligations. Bolster will resume the implementation of the Contract once sufficient security has been provided that the Client will fulfil its obligations.
- 12.5 Complaints must be submitted to Bolster within one week of the delivery date electronically or in writing. If within this period Bolster has not received any written or electronic complaints, Bolster will be considered to have fully met all its obligations with respect to the delivered product.
- 12.6 If a complaint is accepted, Bolster may decide to repair it at its account or to replace the delivered product and pay the corresponding transport costs. Complaints can never lead to any additional obligations for Bolster.

Article 13. Duration and termination

- 13.1 The Contract is valid for the agreed duration.
- 13.2 Bolster may dissolve the Contract with immediate effect and without judicial intervention being required by means of written notice if the Client or the Users take actions that are not covered by the right of use.
- 13.3 Bolster may dissolve the Contract in writing with a notice period of one month if Bolster is confronted by claims of third parties related to the content or form of

(any part of) Bolster Safety due to which Bolster can no longer guarantee the right of use of Bolster Safety and cannot offer a feasible alternative. Bolster is held to pay any actual damage suffered by the Client due to this termination. The actual damage consists of the fee already paid by the Client for the period of the right of use Bolster is unable to fulfil, calculated on a pro rata basis, with a maximum of one year.

- 13.4 A serious shortcoming of a party in the fulfilment of the Contract authorises the other party to dissolve the Contract in whole or in part without judicial intervention being required. The dissolution is not retroactive and may only take place by registered letter of the authorised party but not before the other party has been given a reasonable term to resolve the shortcoming in case fulfilment is not permanently impossible.
- 13.5 Bolster may dissolve the Contract in whole or in part with immediate effect and without judicial intervention being required by means of a registered letter to the Client or suspend its obligations under the Contract if the bankruptcy or suspension of payments of the Client has been requested or ordered, or if the Client loses the free disposal of its assets due to attachment, guardianship or otherwise.
- 13.6 Termination of the Contract based on paragraphs 2 and 4 does not affect the right to compensation. If Bolster terminates the Contract based on paragraph 2 or 4, the minimum compensation payable by the Client will be the fee for the remainder of the Contract Duration that cannot be fulfilled. If the Client terminates the Contract based on paragraph 4, the provisions of paragraph 3 will apply to the compensation payable by Bolster.
- 13.7 In all cases of termination or dissolution of the Contract, the Client must, unless otherwise agreed, immediately remove all Licences of Bolster Safety from all (computer) equipment of the Client or the Users and allow Bolster to check compliance with this obligation if desired.
- 13.8 In case of an organisational merger or division of the Client, Bolster must be informed and Bolster has the right to dissolve the Contract and offer a new Contract based on the new organisational organisation. Completed deliveries may not be returned.
- 13.9 Following dissolution, all claims of Bolster on the Client will become immediately due and payable.

Article 14. Force majeure

- 14.1 In the event of force majeure, Bolster has the right to suspend the implementation of the Contract without judicial intervention being required or dissolve the Contract in whole or in part without Bolster being held to any form of compensation.
- 14.2 Force majeure will mean, in addition to the corresponding meanings set out in legislation and case law, all foreseen or unforeseen external causes beyond the control of Bolster and due to which it is unable to fulfil its obligations. Force majeure will include war, the threat of war, civil war, riots, floods, water damage, vandalism, fire, explosion, transport difficulties, unforeseen technical complications (including errors in the server), business failures and strikes at Bolster or its suppliers and non-performance by suppliers of Bolster.
- 14.3 If Bolster has already partially fulfilled any obligation arising from the Contract in a case of force majeure, Bolster is entitled to invoice the already completed performance and the Client is required to pay this invoice as if it were a separate transaction.

Article 15. Personal data

The Client authorises Bolster to process the personal data of the Client and the Users in accordance with the Processing Agreement (**Annex 2**). The use of Bolster Safety is only allowed after this annex has been signed in accordance with applicable legislation on the protection of personal data.

Article 16. Applicable law and disputes

- 16.1 These General Contract Conditions and all agreements and documents to which these General Contract Conditions apply will be exclusively governed by Dutch law.
- 16.2 All disputes arising from these General Contract Conditions and all agreements and documents to which these General Contract Conditions apply will be submitted to the competent court in Rotterdam, the Netherlands.