

Noordbeek B.V. General Terms and Conditions

Article 1 - General

- 1.1 These General Terms and Conditions apply to all Assignments and/or Agreements (hereafter: Engagement) between Client and Noordbeek B.V. (hereafter: Noordbeek), and their respective legal successors.
- 1.2 The General Terms and Conditions also apply to any activities started before Client confirmation has been received if started at request of Client.
- 1.3 Deviation from these General Terms and Conditions is valid if and only if Noordbeek has agreed to that in writing, and the deviation is binding only for the applicable Assignment or part of the Assignment that the deviation is agreed upon. All other terms and conditions apply as before.

Article 2 – Establishment of the Engagement

- 2.1 Engagement confirmations are based on the information provided by Client at that time. Client guarantees the accuracy, completeness, reliability and legitimacy of that information, and of all essential information for the planning and execution of the agreement.
- 2.2 Noordbeek will perform all its services to the best of its ability and as a professional acting with due care; however, Noordbeek also cannot guarantee that any desired result shall be achieved.
- 2.3 The confirmed Engagement replaces all previous Engagements relevant for this assignment, whether oral or in writing or electronically, regarding the content and execution of the Engagement, unless parties expressly agree otherwise in writing.
- 2.4 Noordbeek will comply with the rules and regulations of the Dutch Association and Charter of IS Auditors (Nederlandse Orde van Register IT Auditors; NOREA), which can be provided on request.

Article 3 – Third parties

- 3.1 The use or involvement of third parties in Engagement execution on behalf of either Client or Noordbeek is permitted only after consultation of the other party.
- 3.2 These General Terms and Conditions also apply to Engagements with Noordbeek in the execution of which third parties are involved.

Article 4 – Client cooperation obligations

- 4.1 Client will provide all documents, information and data that are required for a correct, timely and efficient execution of the Engagement, in a timely manner.
- 4.2 Client will make its employees of whom cooperation is required available, in a timely manner and for the duration of the Engagement.
- 4.3 At request of Noordbeek, Client will provide at its cost and at its location(s), working space and a telephone connection and if relevant, an Internet connection and a printer to Noordbeek.
- 4.4 Client will provide relevant information regarding the work safety, emergency and security procedures for all the employees working at Client's site.

Article 5 – Staffing

- 5.1 Noordbeek can, in consultation with Client, change the team that has been assigned the execution of the Engagement, when Noordbeek is of the opinion that this is necessary for the expedient execution of the Engagement. The change will not diminish the value of the Engagement nor negatively influence the continuity of Engagement execution.
- 5.2 A change in the team can also occur at request of Client in consultation with Noordbeek.
- 5.3 Neither party nor involved third party shall, during the execution of the Engagement and within one year of termination of the Engagement, employ persons who are or were involved in execution of the Engagement on behalf of the other party or conduct negotiations with these persons about employment other than on agreement in writing from the other party or third party.

Article 6 – Fees and Costs

- 6.1 Billing rates and the cost estimates based upon those, will be provided in the Engagement confirmation, including inclusion or not of secretarial costs, and of travel time and other travel and related engagement execution expenses. If not included, such costs may be charged separately.

- 6.2 All rates are exclusive of Value Added Tax (VAT) and other applicable surcharges as can be levied by government(s).
- 6.3 If pricing factors, such as salaries and/or rates, surcharges and other costs, should be subject to change between commencement and completion of the Engagement, we retain the right to adjust the agreed fee accordingly.

Article 7 – Payment

- 7.1 Fees and costs will be invoiced monthly, possibly in advance.
- 7.2 Payments are to be made within thirty (30) days of the invoice date, to bank account **NL89 RABO 0364 2373 33** of Noordbeek B.V. at Hazerswoude Rijndijk or another bank account to be assigned by Noordbeek.
- 7.3 After the payment deadline of article 7.2, interest payment by Client are incurred, at the legally set and adjusted rates, without requirement for a notification of failure to comply.
- 7.4 If payment would not be made, Noordbeek retains the right to immediately halt Engagement execution.
- 7.5 If Client would fail to comply with any of its obligations, all reasonable costs of measures, legal and other, to provide compliance with all obligations will be charged to Client.
- 7.6 If more than one Client has agreed to the Engagement, all Clients are individually liable for payment of the full fee and other costs charged, irrespective of addressed report receiver, correspondence names or addresses or billing names.

Article 8 – Complaints

- 8.1 Complaints about the work performed or invoicing, or any documents or deliverables concerning either, shall be made in writing and within 60 days of send date of the items involved, to the management of Noordbeek. This includes complaints about alleged or possible non-compliance with NOREA rules or regulations.
- 8.2 Complaints will not suspend Client's obligation to pay.
- 8.3 Any complaints from Client about Engagement letters, Engagement execution or other services must be submitted to Noordbeek's management.
- 8.4 The above arrangements also apply to complaints about compliance with rules of professional conduct that are relevant to Noordbeek.
- 8.5 If a dispute between Noordbeek and a complainant does not lead to a solution, Noordbeek may engage an independent third party in accordance with the Complaints procedure of Noordbeek. This is Mr. J.C. Boer RE RA CISM at han@hanboer.nl.

Article 9 – Changes to the Engagement

- 9.1 Client accepts that the time paths of execution of, and scope of the Engagement may be impacted, when parties agree during execution to change or extend the approach or nature of the activities regarding the execution of the Engagement.
- 9.2 If such changes would influence the fee or cost reimbursements previously agreed upon, Noordbeek will notify Client as soon as reasonably possible.
- 9.3 If such changes would be required due to Client actions or inactions, Noordbeek will make necessary changes to the Engagement execution and related activities and billing, when maintenance of the agreed-upon quality of services to be provided so dictates. If this would imply extension of the previously agreed-upon Engagement, Noordbeek will issue an additional assignment letter to Client.

Article 10 – Term and termination of the Engagement

- 10.1 The term of the Engagement is influenced by various factors, such as but not limited to the quality of information provided to and the cooperation received by Noordbeek. Any date or duration discussed or agreed upon can therefore only be an indication, and can under no circumstance be regarded as a immutable term.
- 10.2 The Engagement will be terminated in the financial sense when the closing invoice has been agreed upon by Client.
- 10.3 Within a term of thirty (30) days of the invoice date, Client is required to notify Noordbeek of the agreement by Client with the closing invoice. If Client does not notify Noordbeek to that respect and in that way, the closing invoice is deemed to be agreed upon by Client.

Article 11 – Early termination of the Engagement

- 11.1 In the event of an early termination of the Engagement if material circumstances so require, Noordbeek will be notified in writing and including such circumstances. Client will be liable for payment of a reasonable part of the fees agreed upon in the Engagement, according Dutch Code of Law article 7:411 BW.
- 11.2 Noordbeek will under all circumstances retain the right to payment of invoices for work performed up till early termination, with provision of the provisional results of the work performed. If such provision incurs additional costs, these will be charged to Client.
- 11.3 Either party is entitled to terminate the Engagement, either partially or in full, in writing with immediate effect, without notice of default or judicial intervention being required, if the other party has been granted a (provisional or definitive) moratorium, has been declared insolvent or bankrupt, or its business is/shall be wound up or discontinued, with the terminating party retaining all its rights under the Engagement.

Article 12 – Force Majeure

- 12.1 Noordbeek is not obliged to fulfill any obligation to Client if it is hindered to do so as a result of a circumstance that is not attributable to its fault or attributable to it by law, applicable jurisprudence or generally accepted standards.
- 12.2 Force majeure is defined in this Engagement, in addition to what is understood in the law and jurisprudence, as all external causes, foreseen or unforeseen, which Noordbeek cannot influence, but prevent it from fulfilling its obligations. Strikes in the company of Noordbeek or third parties are included. Noordbeek also has the right to invoke Force Majeure if the circumstance preventing (further) fulfillment of the Engagement occurs after Noordbeek should have fulfilled its obligation.
- 12.3 Noordbeek may suspend its obligations under the agreement during the period of Force Majeure. If this period lasts longer than two months, each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
- 12.4 Insofar as Noordbeek has partially fulfilled its obligations from the Engagement, or will be able to fulfil them at the time of the advent of the force majeure, and if independent value can be attributed to the fulfilled, respectively to the still to be fulfilled part, Noordbeek is entitled to invoice the fulfilled, respectively the still to be fulfilled part separately. Client is obliged to pay this invoice as if it were a separate agreement.

Article 13 – Impartiality

- 13.1 To avoid conflict of interest, no certification-related consultancy will be given to an organization which will be the subject of auditing, unless consultancy is required or allowed by the certification scheme.
- 13.2 Noordbeek conducts a review of each applicant to identify if Client was previously involved in project activities managed by Noordbeek. In situations where Noordbeek has been involved with the organization in project activities, a case-by-case analysis is undertaken to evaluate whether a perceived or actual conflict of interest may exist.
- 13.3 Auditors and certification decision-makers cannot be assigned to relevant Client-related tasks if they worked at or provided consultancy to Client within the previous year. If there has been a relationship between Client and the Noordbeek employee, this will be evaluated on a case-by-case basis and, if there is a conflict of interest, the person may not be assigned to a specific task or assignment.

Article 14 – Intellectual Property

- 14.1 Noordbeek retains all rights and entitlements under provisions of the Auteurswet and other intellectual property laws, rules and regulations.
- 14.2 Client will of course be entitled to make and distribute copies of items delivered under the Engagement as far as these are intended for distribution within the Client organisation and as far as this serves the purpose of the Engagement.

Article 15 – Confidentiality

- 15.1 Noordbeek is required to keep confidential all information and data of Client towards third parties, unless legal obligations force otherwise.
- 15.2 Noordbeek will with respect to the required confidentiality take all reasonable precautionary measures to protect the interests of Client.

- 15.3 Client shall not inform any third party of the approach of Noordbeek towards fulfilment of the Engagement, nor of the deliverables or reporting of Noordbeek, and shall not provide such deliverables to third parties, without explicit prior consent in writing from Noordbeek.
- 15.4 For purposes of engagement contracting, Noordbeek retains the rights to use general Client information and general Noordbeek work approach information towards third parties, without this being considered a breach of confidentiality between Noordbeek and Client.

Article 16 – Liability

- 16.1 Noordbeek is accountable and liable for the work performed by its employees under permanent contract only as far as this would establish a breach by Noordbeek of due care, expertise and professionalism requirements reasonably to be expected in assessment or advisory assignments.
- 16.2 Noordbeek liability will be limited to the engagement fee (excluding Value Added Tax (VAT)) received by Noordbeek for and in the course of the Engagement.
- 16.3 In Engagements with a longer through time than three months, this limitation to Noordbeek liability is further limited to the engagement fee (excluding Value Added Tax (VAT)) received by Noordbeek for and in the course of the Engagement over the previous three months.
- 16.4 Noordbeek is only liable for direct damages. Direct damage shall be understood to be exclusively the reasonable costs incurred to establish the cause and extent of the damage, insofar as the determination relates to direct damage, any reasonable costs incurred to make Noordbeek's faulty performance comply with the agreement, as much as it can be attributed to Noordbeek and the reasonable costs incurred to prevent or limit the damage, insofar as Client demonstrates that said costs have led to the limitation of direct damage. Noordbeek is never liable for indirect damage, including consequential damages, lost profits, lost savings or opportunities, and damage due to business stagnation.
- 16.5 In the event of a claim by Client with respect to the above, this claim shall be delivered to Noordbeek by Client within one year after discovery of any damage incurred. After this one year, Client is no longer entitled to this claim for damage recovery by Noordbeek.
- 16.6 Client will waive Noordbeek and its employees of liability from claims by third parties that are in any way related to the work performed by Noordbeek under the Engagement, unless such claim would result from gross negligence or unlawful intent.

Article 17 – Applicable Law and Jurisdiction

- 17.1 All Engagements and negotiation towards those between Noordbeek and its Clients shall be governed by the law of the Netherlands.
- 17.2 Any disputes between parties shall first be tried to be resolved between parties, before formal legal actions are considered by any party involved.
- 17.3 Competent court(s) will be established through the law of the Netherlands.

Article 18 – Other

- 18.1 Noordbeek retains the rights to amend and make changes to these General Terms and Conditions.
- 18.2 Such amendments and changes shall take effect at the designated date and time.
- 18.3 These General Terms and Conditions have been filed with the Chamber of Commerce of Leiden.

This document is a translation. In the event of any dispute as to the interpretation of any of these conditions, the official Dutch language version shall prevail.

1 June 2018

Addendum for ISO certification purposes only

Article A.1 – Commercial references

Client of Noordbeek shall adhere to the following principles when expressing itself commercially. It will:

- A.1.1 Conform to the requirements of the certification body when making reference to its certification status in communication media.
- A.1.2 Not make or permit any misleading statement regarding its certification.
- A.1.3 Upon suspension or withdrawal of its certification, discontinue its use of all advertising matter that contains a reference to certification.
- A.1.4 Amend all certification related advertising matter when the scope of certification has been reduced.
- A.1.5 Not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process.
- A.1.6 Not imply that the certification applies to activities that are outside the scope of certification.
- A.1.7 Not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
- A.1.8 Not make or permit the use of a certification document or any part thereof in a misleading manner.

Article A.2 – Observation

- A.2.1 Noordbeek has the right to choose an observer to observe its own audit team during the audit for evaluation purposes. The disruption for Client will be minimized.

Article A.3 – Corrective actions planning

- A.3.1 In certification audits Client shall analyse the cause of any deficiencies and describe the specific correction and corrective actions taken, or planned to be taken, to eliminate detected nonconformities, within a defined time.
- A.3.2 Noordbeek shall determine whether the actions taken are acceptable.
- A.3.3 During the execution of corrective action the certification will be temporarily suspended and Client will adhere to A1.3 of this addendum.
- A.3.4 Noordbeek has the right to reduce the scoping of the certification planning, to exclude the parts which are not meeting the requirements.
- A.3.5 If Client is not able to verify the implementation of corrections and corrective actions of any major nonconformities within 6 months after the audit has taken place, Noordbeek has the right to re-evaluate the implementation, including effectiveness, of Client's management system.
- A.3.6 In case Client cannot restore the issue that has resulted in a suspension within 6 months, Noordbeek has the right to withdraw the certificate.
- A.3.7 In case Client resolves the issue that resulted in a suspension within 6 months, Noordbeek has to restore the suspended certification.

Article A.4 – Communication

- A.4.1 Any complaint received regarding a certificated Client is communicated to that specific Client in an appropriate time.