

General terms for Performing Assignments

Article 1. Applicability

1.1 These general terms apply to all offers, quotations, activities and agreements between AdviceRobo and the client.

1.2 Deviations from and exceptions to these terms, as well as general terms, purchase terms etc, of the client shall only apply if these have been accepted in writing by AdviceRobo.

Article 2. Quotations and Agreements

2.1 AdviceRobo quotations, in any form, are without obligation. A quotation will be open for acceptance by the client for 30 days.

2.2 The quotation contains a cost specification of the activities described.

2.3 AdviceRobo' quotations are based on information provided by the client. The client guarantees the correctness and completeness of that information and guarantees that he has provided all information essential to the set-up and performance of the assignment.

2.4 The assignment agreement comes to be by the client accepting, in writing, the quotation issued by AdviceRobo.

Article 3. Making available information, employees, equipment and workspace by the client.

3.1 In order to allow the performance of the assignment to run well and according to time schedule, the client will provide on time all documents and data of which AdviceRobo indicates that these are necessary or of which the client should understand that these are necessary for the performance of the activities.

3.2 This also applies to the making available of employees of the client who will be involved in the activities of AdviceRobo.

3.3 If data necessary for performing the assignment is not made available to AdviceRobo, or not in a timely manner or not according to the arrangements or if the client does not fulfil its obligations in another way, AdviceRobo shall be entitled to suspend performance of the agreement and it will be entitled to charge to the client any costs arising from that in accordance with its usual fees.

Article 4. Performance of its Assignment

4.1 AdviceRobo undertakes to perform the assignment in accordance with the requirements. The undertaking has the character of a commitment to use one's best efforts, unless explicitly agreed differently in writing.

4.2 AdviceRobo performs the activities at the time and place stipulated in the quotation. If this has not been agreed upon, AdviceRobo shall make this decision, taking into consideration the nature of the activities to be performed.

4.3 If parties have agreed that the performance of the activities shall occur in phases, AdviceRobo may suspend the performance of those parts until a following phase until the client has approved of the results of the preceding phase.

4.4 Each period indicated by AdviceRobo to the client as the period within which the assignment shall be performed is an approximation. The agreement cannot be terminated by the client due to exceeding of the time limit.

When it turns out not to be possible for AdviceRobo to perform the assignment within the time constraints, parties shall consult each other about an extension of the term for which the agreement was entered into. The client shall not be entitled to compensation due to exceeding of the time limit.

4.5 AdviceRobo reserves the right to modify the designs, sketches, images, drawings, data, models and software provided by AdviceRobo and used in performing and creating the assignment or included in the advice, report or service. In this case, AdviceRobo will notify the client of these changes. The changes shall be deemed to be accepted if the client does not object within two weeks after receipt of the amendment notification. If the client rejects the changes, AdviceRobo has the right to terminate the agreement.

Article 5. Personnel

5.1 AdviceRobo shall attempt to meet the wishes of the client with respect to deploying its employees but will not be able to guarantee that employees will be available. If the client requests such a guarantee and asks AdviceRobo to keep a specific employee available for the benefit of the client, the client shall be held to pay the salaries concerned, also when the services of the employee are not made use of.

5.2 If an employee who is deployed on the assignment shall be prevented from the performance of his position AdviceRobo will work (on first request by the client) to ensure a replacement as soon as possible, provided the period during which the employee is prevented from working shall be expected to last longer than 3 weeks. The client shall be entitled to ask AdviceRobo to replace a deployed employee in case the client is of the opinion on reasonable grounds that this employee does not fulfil the requirements. AdviceRobo shall judge whether this change is necessary. AdviceRobo shall then replace the employee to its best ability.

5.3 Replacement of an employee on request of AdviceRobo shall take place, if AdviceRobo has a justified reason to replace the employee and it notifies the client of that reason.

5.4 Each replacement shall always be arranged in close consultation between client and AdviceRobo.

5.5 The client may not, during the performance of the assignment and within 1 year after termination of the assignment, employ AdviceRobo employees, or allowing them to work for them either direct or indirect. In case of violation of the aforementioned prohibition the client shall be in immediate default and immediately owe to AdviceRobo an amount equal to a half year deployment of the employee concerned, with a minimum of € 100,000. Additionally, the client shall owe an amount of € 1000 to AdviceRobo for each day that the violation continues.

Article 6. Prices

6.1 The prices for the activities and/or the software & data services are explicitly listed in the quotation.

6.2 All rates indicated by AdviceRobo are excluding VAT and other taxes and levies imposed by the government.

6.3 AdviceRobo monitors the progress of a project. AdviceRobo shall inform the client in case it is not possible to deliver the agreed end products within the agreed processing time. AdviceRobo shall be entitled to charge adjustments for the amount of extra weeks that is needed to complete the end products, in case the cause of the delay is the client.

Article 7. Invoicing and Payment

7.1 Invoicing shall take place as follows: 50% at the start of the assignment and 50% upon completion of the assignment unless agreed differently in the quotation and signed order confirmation.

7.2 The payment of the invoices should be received in a bank account indicated by AdviceRobo within 14 days after invoice date.

7.3 If payment does not occur on time, AdviceRobo may suspend the performance of the assignment.

7.4 Payments made by the client will always be applied to paying the invoice, interest and costs that have been outstanding the longest, even if the client states that the payment refers to a later invoice.

7.5 If the order was given by more than one client, all clients will be jointly and severally liable for compliance with all obligations irrespective of the addressee name on the invoice.

Article 8. Interest and Costs

8.1 If an invoice is not paid within the payment term the legal interest will be owed over the amount.

8.2 Should client fail to comply with one or more of its obligations then all costs to obtain payment out of court shall be charged to the client. These costs will amount to at least 15% of the amount owed by the client.

Article 9. Change of the Assignment

9.1 The client accepts that the time schedule of the assignment can be influenced if both parties agree in the interim to expand or change the approach, working method or scope of the assignment and/or the activities resulting from it.

9.2 If interim changes in the assignment arise due to the client, for example through progressive insight, not making documents, data or employees available in a timely manner, AdviceRobo will implement the necessary changes if the quality of the service demands this. If such an adjustment leads to extra work, this would, under mutual consultation and afterwards confirmed in writing to the client as an additional assignment.

Article 10 Duration and Termination of the Assignment

10.1 Whether the assignment has been completed or not shall be established in mutual consultation between client and AdviceRobo.

10.2 An agreement can be terminated in the interim by either party through notice of termination by registered post, with due observance of a 30 calendar day notice period.

10.3 Both the client and AdviceRobo shall be entitled to terminate the assignment with immediate effect if:

- The counterparty has been declared to be bankrupt or the counterparty has been granted a suspension of payments.

- The counterparty continues in its failure to comply with 1 or more obligations after having received a written notice of default with a notice period of 8 days.

10.4 If the agreement shall be terminated by either party in the interim, AdviceRobo shall retain its entitlement to receive payment for the activities performed or software developed.

10.5 The rights and obligation of parties indicated in Article 11 (intellectual property), Article 12 (confidentiality) and Article 14 (liability) shall remain in effect between parties even after termination of the assignment.

Article 11. Intellectual Property

11.1 AdviceRobo retains the property rights, the copyrights as well as all other rights of intellectual or industrial property on the designs, sketches, images, drawings, data, models and software provided by AdviceRobo and used in performing and creating the assignment or included in the advice, report or service. This explicitly does not concern the transaction data made available by the client in developing a service.

11.2 The client shall only obtain the usage rights that are explicitly awarded through these terms or otherwise and for the remainder it shall not duplicate or have copies made of the software, materials and reports.

11.3 The client shall not be allowed to remove or change any indication of copyrights, brands, trading names of other intellectual or industrial property rights from software, equipment or materials, including indications concerning the secret character of confidentiality of software.

11.4 The client guarantees that the use of the data, designs, drawings or other notifications it provides shall not result in violation of third party intellectual property rights. The client indemnifies AdviceRobo against all third-party claims to that effect.

Article 12. Confidentiality

12.1 Both parties shall be obliged to keep secret all confidential information and data that they have obtained from each other or from other sources within the context of their agreement. Information and data shall be deemed confidential if this is communicated by the other party or if it results from the nature of the information or data.

12.2 Aforementioned confidentiality obligation shall only apply with regard to third parties. Within the

other party's organisation confidentiality will only be taken into consideration with regard to data of which this has been explicitly requested by the other party.

Article 13. Complaints

13.1 Complaints during the assignment can only be dealt with by AdviceRobo if and insofar as they are brought to the attention (in writing) of AdviceRobo within 5 working days after the complaint has arisen.

13.2 Complaints relating to the outcome of an assignment should be submitted in writing to AdviceRobo within 60 days after completion of the assignment.

13.3 Complaints relating to invoices should be brought to the attention of AdviceRobo no later than 14 days after receipt of the invoice. The client shall be deemed to have accepted the invoice after expiry of this period.

Article 14. Liability

14.1 AdviceRobo shall only be liable for damage resulting from a failure to perform the assignment or resulting from the use of AdviceRobo's software or advice, insofar as this damage is the consequence of wilful act or gross negligence in the performance by AdviceRobo or by third parties hired by AdviceRobo.

14.2 For damage arising from a circumstance listed in Article 14.1, AdviceRobo shall only be liable for an amount maximised by the fees that AdviceRobo has received for its activities within the context of an assignment. In case of assignments with a longer duration than half a year, a limitation shall apply to the liability of at most the declared invoice amount over the last six months, calculated back from the moment of establishing the liability.

14.3 Furthermore only that damage will be eligible for compensation for the cover of which AdviceRobo has taken out insurance or should reasonably have taken out insurance. The following limitations should be taken into account:

- Any consequential damage, economic loss or pure property damage of any nature, arisen from any cause, shall not be compensated. Client should take out insurance to cover such damage, if so desired.

- AdviceRobo shall not be liable for damage of any nature that is inflicted by or during the performance of the assignment on property (movable and immovable), or people, both at the client and at third parties.

14.4 Client indemnifies AdviceRobo from any third party claim due to a mistake of a person engaged by the client.

14.5 Client's claims on the basis of this Article should be submitted to AdviceRobo within 6 months after the damage has arisen, should the client fail to do so its rights will expire.

Article 15. Force Majeure

15.1 AdviceRobo shall not be held to perform any obligation from the agreement, if force majeure prevents it from doing so.

15.2 During force majeure the obligations of parties are suspended. If either party was unable to fulfil its obligations through force majeure for a period

of 60 calendar days, while it can be established that the force majeure situation will continue for more than 60 days, both parties shall be entitled to terminate the agreement with immediate effect.

15.3 If upon the start of the force majeure AdviceRobo has already partially fulfilled its obligations, it shall be entitled to separately invoice the part of the work already performed and the client shall be kept to pay this invoice.

Article 16. Nullity

16.1 If any stipulation of these terms or of the agreement shall be null and void or nullified, the other stipulations of the agreement shall remain fully in force and parties will enter into consultation in order to agree to new stipulations in replacement of the null and void, or as the case may be nullified, stipulation, whereby the purpose and meaning of the null and void, or as the case may be nullified, stipulation will be taken into account as much as possible.

Article 17. Offsetting and Suspension

17.1 The right to offsetting and suspension of the client shall explicitly be excluded

Article 18. Applicable Law and Disputes

18.1 Dutch law applies to the legal relationship between AdviceRobo and its client. Disputes resulting from this agreement shall be submitted to the qualified court in Amsterdam.

Article 19 Amending Terms

19.1 AdviceRobo shall be authorised to make amendments to these general terms. The amendments shall take effect at the stated time of their becoming effective.

19.2 AdviceRobo shall send the amended terms to the client in a timely manner. If no time of becoming effective is communicated to the client, they will take effect as soon as he is informed of the amendment.

Article 20 Publication

20.1 AdviceRobo shall be authorised to distribute a press release about the contract and the cooperation as soon as the contract is signed.