

GENERAL TERMS AND CONDITIONS

SOFIA CONSULTING B.V.

Version 08/09/2022

(I) GENERAL TERMS AND CONDITIONS FOR PROFESSIONALS AND CUSTOMERS

Section 1: Definitions

1.1. **Agreement:** the agreements between Sofia and the Customer and the agreements between Sofia and the Professional respectively, to which these General Terms and Conditions apply.

1.2. **Assignment:** the services rendered by Sofia or by a Professional engaged by Sofia for a Customer in connection with the realisation of a Project.

1.3 **Contract Period:** the agreed duration of the Assignment.

1.4 **Customer:** each legal entity or person to whom services are provided pursuant to an Assignment, whether directly or indirectly, by Sofia or by a Professional engaged by Sofia.

1.5. **Fees:** the fees payable pursuant to Clause 6 of the Specific conditions relating to the Professional and the fees payable pursuant to Clause 7 of the Specific Conditions relating to the Customer, respectively.

1.6 **General Terms and Conditions:** these general terms and conditions.

1.7 **Parties:** Sofia, the Professional and the Customer, respectively.

1.8 **Professional:** means any independent legal entity or person forming part of the network of Sofia offering services through Sofia to a Customer in connection with the Project.

1.9 **Project:** means the implementation of the Assignment for the Customer.

1.10 **Sofia:** a company with limited liability established under Dutch law, having its

registered office at Albertus Perkstraat 12, 1217 NS Hilversum, the Netherlands and registered with the Dutch Chamber of Commerce under number 66717566.

Where he/his is mentioned, she/her is also meant.

Article 2: Applicability

2.1 These General Terms and Conditions apply to all offers, quotes and Agreements of Sofia with the Professional and to all offers, quotes and Agreements of Sofia with the Customer.

2.2 Deviations from these General Terms and Conditions can only be valid and binding vis-à-vis Sofia if this has been expressly agreed in writing by the relevant Parties, and shall only apply to those specific terms of the General Terms and Conditions to which these deviations relate, whereby all other terms and conditions of these General Terms and Conditions remain in full force and effect.

2.3 Sofia hereby expressly rejects the applicability of any other general terms and conditions or stipulations of the Customer or the Professional.

2.4 In the event of a (partial) invalid, canceled or unenforceable stipulation of these General Terms and Condition, the validity and enforceability of these General Terms and Conditions as a whole and any other stipulations therein shall not be affected thereby and shall remain in full force and effect. The invalid, cancelled or unenforceable stipulation will be replaced by a stipulation that corresponds as closely as possible with the purpose and intent of the invalid, cancelled or unenforceable stipulation.

2.5 The Customer and the Professional declare that they are aware of the content of these General Terms and Conditions and agree therewith. The Customer and Professional further declare that these General Terms and

Conditions will also apply between the Parties in case of subsequent assignments or new Agreements to be concluded with Sofia.

2.6 An Agreement is deemed to have been concluded between the respective Parties as of reaching agreement, whether oral or in writing, with respect to the rendering of services in connection with the Assignment, the duration of the Project and the applicable Fees.

2.7 These General Terms and Conditions also apply to Assignments if no written Agreement is yet in place, but were services are already performed by or through Sofia.

2.8 These General Terms and Conditions can be adjusted during the Agreement. The most recent version of the General Terms and Conditions can always be consulted via the website of Sofia (<https://www.sofia-consulting.com>). The Customer or the Professional is deemed to be aware of these General Terms and Conditions and to agree therewith.

2.9 An Agreement shall be deemed to exist as soon as a (written) confirmation of the terms and conditions is provided or when the providing of services have actual started.

2.10 All time limits and/or deadlines expressed by Sofia are indicative and will only be regarded as strict deadlines if expressly agreed in writing between the Parties concerned.

Article 3: Personal data and privacy

3.1 Each of the Parties represents and warrants that, when performing its obligations under the Agreement, it acts in accordance with all applicable laws and regulations (including the EU 2016/679 General Data Protection Regulation) with respect to the protection of personal data. Sofia uses generally accepted standards of technological and operational security to protect personal data against loss, misuse, alteration or destruction.

3.2 In the event of a breach of security of Sofia's or a Professional's personal data stored by the Customer leading to the destruction, loss of, alteration, or unauthorized disclosure of Sofia's personal data and/or that of the Professional ("Data Leak"), the Customer will be obliged to report the Data Leak to the Dutch Data Protection Authority and Sofia will inform the relevant Professional about the established Data Breach. Sofia does not accept any liability for a Data Breach by a Customer.

3.3 If applicable, the Parties will make further arrangements regarding the processing of personal data in connection with this Agreement. These arrangements will be recorded in the Agreement or in a separate processing agreement.

Article 4: Prices and indexation

4.1. All prices stated by Sofia are in euros and exclusive of turnover tax (VAT) and other imposed levies of the government.

4.2 Sofia is entitled to index the applicable fees (consumer price index CPI, series of all households (2015=100)) annually with effect as of 1 January of each year that the Agreement continues.

Article 5: Force majeure

5.1 None of the Parties is liable for delay or a reduction of services in the event of a force majeure within the meaning of Article 6:75 of the Dutch Civil Code. For the avoidance of doubt including, but not limited to, acts of God, such as but not limited to natural disasters, fire, earthquakes, tidal waves, strikes, floods, epidemics or failure of IT facilities, whereby the cause is beyond the control of a Party.

Article 6: Insurance

6.1 Each of the Parties will ensure that it has its own professional liability insurance and that the due insurance premiums are paid correctly and on time by it.

Article 7: Dissolution

7.1 Each of the Parties is authorised to dissolve (*ontbinden*) the Agreement in writing, in whole or in part, with immediate effect and without judicial intervention in the event that:

- a. one of the other Parties has been declared bankrupt or has been granted a moratorium;
- b. one of the other Parties is dissolved or liquidated;
- c. the person made available by the Professional is unable to perform the agreed activities for more than one (1) month; is placed under guardianship or administration or dies; or
- d. one of the other Parties fails to fulfill its obligations under the Agreement.

7.2 Sofia is authorised to dissolve the Agreement (*ontbinden*) in the event circumstances arise which are of such nature that fulfillment of the Agreement is impossible or

pursuant to all reasonableness and fairness can no longer be expected or in the event other circumstances arise which are of such nature that unaltered continuation of the Agreement in all reasonableness may not be expected from Sofia.

Article 8: Applicable law

8.1 The legal relationship between Sofia and the Customer and between Sofia and the Professional is governed by Dutch law, regardless of the registered office or domicile of the Customer or Professional and regardless of the place where the services are performed, in whole or in part.

8.2 Any disputes with respect to the legal relationship between the Parties, including disputes regarding the applicability of these General Terms and Conditions, will only be submitted in the first instance to the competent court in Utrecht.

(II) SPECIFIC PROVISIONS APPLICABLE TO PROFESSIONALS

Article 1: Services by Professionals

1.1 The Professional shall use all skill and care to perform the services pursuant to the standards of his profession.

Article 2: Nature of the agreement

2.1 The Professional and Sofia explicitly intend to perform the services pursuant to the terms of an assignment within the meaning of Article 7:400 et seq. of the Dutch Civil Code (*overeenkomst van opdracht*).

2.2 The parties expressly do not intend to enter into an employment agreement within the meaning of Article 7:610 et seq. and 7:690 et seq. of the Dutch Civil Code.

2.3 Sofia and the Customer agree that the Professional and a third party engaged by the Professional may also perform services for other clients during the Project and after the ending of a Project.

2.4 Sofia and the Professional and/or the third party engaged by it expressly do not intend to enter into an agency agreement or to run a partnership or any other joint venture.

2.5 The parties acknowledge and agree that there is or will not be a relationship of authority between them (*gezagsverhouding*).

Article 3: Obligations of the Professional

3.1 When providing the services, the Professional shall use its own necessary tools. In the event certain specific tools from Sofia and/or the Customer are required to be used in connection with the providing of the services, Sofia will charge the associated costs thereof to the Professional.

3.2 The Professional shall keep proper records and shall ensure to timely and accurate pay the due income tax and/or premiums and/or value added tax and/or other payments owed by it to the Tax Authorities and other third parties.

3.3 The Customer and Sofia, respectively, will be authorised to give directions and instructions regarding the providing of services within the Project. The Professional is obliged to comply with timely and reasonable instructions regarding the performance of the assignment within the meaning of Article 7:402 of the Dutch Civil Code. The foregoing is without prejudice that the Professional will always carry out the services at its own discretion and without the supervision or direction of the Customer or Sofia.

3.4 The Professional or third party engaged by the Professional agrees to the applicability of any (conduct) codes of the Customer and agrees to comply therewith.

Article 4: Additional obligations if the Professional is a self-employed person

4.1 A self-employed Professional further declares that he complies and shall continue to comply with the requirements of the Tax Authorities for self-employed persons with respect to being classified as an independent entrepreneur.

4.2 A self-employed Professional will act completely independently and for his own risk and expense when providing the agreed services. The Professional shall at its own discretion provide the agreed services without the supervision or direction of the Customer or Sofia.

4.3 In the event the Tax Authorities and/or third parties claim from Sofia the payment of any income tax and/or premiums and/or value added tax and/or other payments for payments by (such as but not limited to fines, transition payments and wages, etc.) owed by the self-employed Professional, the Professional

agrees to indemnify Sofia against these payments and all related costs. In such case, Sofia is entitled to recover any amounts paid by it in full from the Professional, and is entitled to sett-off (*verrekenen*) any outstanding invoices with the Professional.

Article 5: Replacement and Continuity

5.1 The Professional will provide the services at the Customer's premises. If the Professional wishes to be replaced by another person, he shall immediately consult Sofia hereof. After having obtained Sofia's written approval, the Professional is entitled to be replaced by another person, but only if the latter is able to perform the agreed services in the same manner as the Professional. During such replacement, the Professional remains responsible for the quality of the services to be provided by the substitute person and compliance with the agreed terms and conditions. If a training period for the substitute person is required, the costs for such training period will be solely for the account of the Professional.

5.2 If it is in the interest of the providing of the services within the Project, or if it is in the interest of the continuity of the Project, Sofia is entitled to replace the Professional without the Professional having any right to compensation. The Professional will indemnify Sofia against any claim in respect hereof.

5.3 To the extent necessary for the proper fulfillment of the Assignment, Sofia is entitled to have (parts of) the services provided by others.

5.4 If the Professional foresees, at any given time, that it no longer is in a position to fulfill its obligations in connection with the agreed services or to fulfill these in a timely or proper manner, it shall immediately inform Sofia thereof.

5.5 The Professional engaging third parties, is required to agree and to record in writing with such third party that such third party is in a same manner bound by the applicable terms and conditions between the Professional and Sofia, or between the Professional and the Customer, respectively. The Professional itself remains at all times responsible for the acts and omissions of third parties engaged by him.

Article 6: Remuneration and payment conditions

6.1 Upon the concluding of an Agreement, Sofia and the Professional shall agree on a fixed fee per assignment, per hour or per day fraction.

6.2 All costs to be incurred by the Professional will remain for his own account, except for those costs to be reimbursed by the Customer after having received written approval.

6.3 The agreed fees apply for the entire period of using the services of the Professional. Any adjustment of the fee shall only be possible by written agreement between Sofia and the Professional and will only be applicable if the Customer has confirmed to Sofia in writing that a fee adjustment has been approved.

6.4 In connection with his services, the Professional keeps a monthly specification of the number of hours/days and costs to be charged.

6.5 The Professional shall not, without the prior written (e-mail) approval of Sofia, exceed the agreed daily or monthly number of hours, days or costs to be invoiced.

6.6 The Professional will send his invoice every month, at the latest on the first working day after the end of the month in question (possibly including a signed timesheet as requested by the Customer or printout from the Customer's time system) by e-mail to facturen@sofia-consulting.com.

6.7 Sofia pays the Professional after approval of his invoice within seven (7) days after Sofia has received payment from the Customer for the services of the Professional.

6.8 Invoices for rendered services submitted later than twelve (12) months after the end of the calendar month to which they relate are deemed to have expired and will no longer be due by Sofia.

Article 7: Non-solicitation clause

7.1 During the Project and during a period of twelve months after termination thereof the Professional and the companies belonging to his group, his employees and third parties engaged by him are not permitted to directly or indirectly perform services for the Customer, or to make offers to the Customer without the prior written consent of Sofia.

Article 8: Intellectual property

8.1 The products, documentation, computer programs, source codes, software products and system designs developed on behalf of the Customer will accrue to the Customer after the Customer has paid all outstanding invoices to Sofia.

8.2. All methods, techniques and know-how developed and/or used by Sofia or by the Professional during the Assignment remain the exclusive property of Sofia at all times and all intellectual property rights resting thereon belong to Sofia and insofar as they have been developed by the Professional, they are deemed to have been automatically transferred by the Professional to Sofia by means of payment by Sofia of the applicable fees to the Professional in accordance with Article 6.1.

8.3 The data and documents (including but not limited to: working methods, methods and templates) that Sofia or the Customer provides to the Professional in connection with the Project, remain the property of Sofia or the Customer, respectively. All data and documents provided by Sofia or the Customer (including but not limited to: working methods, methods and templates) are exclusively intended to be used by the Professional for the fulfillment of the Assignment and may not be used, reproduced, modified, distributed, or disclosed to others in any way by the Professional without the prior consent of Sofia.

8.4 The Professional shall in no event, both during the time that he performs services in connection with the Project as well as after termination of the rendered services, inform others or forward any documentation provided to the Professional by Sofia or the Customer (including but not limited to: working methods, and templates) or distribute any know-how, except in case the Professional has received the prior written consent from Sofia.

Article 9: Penalty clause

9.1 In the event of a violation of the obligations referred to in Articles 7, 8 and 13, the Professional, the companies belonging to his group, his employees or third parties engaged by him, shall owe Sofia a penalty of EUR 25,000 per violation, increased by an amount of EUR 2,500 for each day that such violation continues, which penalty shall be immediately due and payable, without the necessity of serving a default notice. The foregoing shall be without prejudice to Sofia's right to claim full compensation instead of claiming a penalty on the basis of this clause.

Article 10: Tax liability

10.1 The Professional declares and guarantees that he shall continually comply with his obligations towards the tax authorities regarding the correct and timely payment of any value added tax, income tax and social insurance contributions.

Article 11: Liability and indemnification

11.1 The Professional accepts liability for all damages resulting from (i) an attributable failure of its obligations under or in connection with this the Agreement, (ii) negligence (*schuld*), (iii) willful default (*opzet*) (iv) intentional misconduct (*bedrog*) or fraud (*fraude*) and/or (v) fraud of the Professional or of a third party engaged by him.

11.2 Sofia only accepts liability for direct damages as a result of an attributable failure of its obligations under the Agreement, negligence, willful default, intentional misconduct and/or fraud, but only and insofar as this damage is not the result of a force majeure event within the meaning of article 6:75 of the Dutch Civil Code. Any liability of Sofia is at all times limited to the amount or amounts to which Sofia's liability insurance gives entitlement, increased with the deductible amount (*eigen risico*) that is for Sofia's own account on the basis of this insurance, if necessary. If, for whatever reason, no payment is made under the indemnity insurance, any liability of Sofia shall be limited to a maximum of the invoice amount prior to the last calendar month. Sofia shall never have any liability for any indirect or consequential damages.

11.3 The Professional will indemnify and hold Sofia harmless against all claims and/or claims from third parties, for whatever reason, that may be brought against Sofia, including but not limited to claims and/or claims resulting from:

- (i) shortcomings, negligence, willful default, intentional misconduct and/or fraud on the part of the Professional and/or third parties engaged by the Professional;
- (ii) illness, injury and/or death of the Professional and/or of the third parties engaged by the Professional;
- (iii) loss and/or damage to the property of third parties, including the Customer, and the third parties engaged by the Professional;
- (iv) infringement(s) of intellectual property rights of third parties, including the Customer;
- (v) fines and additional taxes with regard to any value added tax and social insurance premiums

relating to the Professional and/or third parties engaged by the Professional.

11.4 Any claim for compensation of damages expires one (1) year after the start of the day following that on which the Customer became aware of the damages and of Sofia as a liable (legal) person.

Article 12: Termination and Extension

12.1 The Professional is not authorised to prematurely terminate or discontinue the Agreement, unless the Professional, Sofia and the Customer in mutual consultation agree otherwise in writing.

12.2 Sofia is authorised to terminate the Agreement prematurely with due observance of a notice period of 30 days, without any compensation being owed by Sofia. In addition, Sofia is authorised to terminate the Agreement with immediate effect, without any compensation being owed by Sofia, if:

- a. the Customer terminates the Assignment;
- b. in the event of malfunctioning of the Professional;
- c. there is a lack of cooperation between the Professional and others within the organisation of Sofia and/or Customer;
- d. the Professional does not, not fully or not timely fulfill its obligations;
- e. after the entering of the Agreement, Sofia becomes aware of circumstances that give it just cause to fear that the Customer will not fulfill its obligations under the Agreement or fail to fulfill them properly.

12.3 One month before the end of the services rendered by the Professional in connection with the Project, Sofia and the Professional will enter into consultation with respect to a possible extension. In the event the Assignment is extended, the Agreement is deemed to be continued under the same terms and conditions, unless Sofia and the Professional agree otherwise in writing.

Article 13: Confidentiality

13.1. Parties undertake to maintain confidentiality with regard to all confidential information and all data and knowledge regarding business matters of the Parties, of which the Professional becomes aware during the providing of the services. The Professional also undertakes, insofar as requested, to sign a statement drawn up for this purpose by the Customer and/or Sofia.

13.2 The Professional guarantees that third parties engaged by him will also fulfill the obligations arising from this Article 13.

13.3 After the termination of the Agreement the provision in this Article 13 shall remain in full force and effect.

(III) SPECIFIC PROVISIONS APPLICABLE TO CUSTOMERS

Article 1: Assignments to Sofia

1.1 Sofia shall use reasonable skill and care in performing its tasks in connection with the Assignment.

1.2 Sofia may use the Customer as a reference.

Article 2: Nature of the agreement

2.1 Sofia and the Customer explicitly intend to perform the services pursuant to the terms of an assignment within the meaning of Article 7:400 et seq. of the Dutch Civil Code (*overeenkomst van opdracht*)

2.2 The parties expressly do not intend to enter into an employment agreement within the meaning of Article 7:610 et seq. and 7:690 et seq. of the Dutch Civil Code

2.3 Sofia and the Customer expressly do not intend to enter into an agency agreement or to conduct a partnership or any other joint venture.

2.4 The parties acknowledge and agree that there is or will not be a relationship of authority between them (*gezagsverhouding*).

2.5 The Customer agrees that Sofia and/or the Professional and a third party engaged by the Professional may also perform services for other clients during the Assignment and afterwards.

Article 3: Engaged Professionals

3.1 Sofia is permitted to outsource the Assignment, in whole or in part, to one or more Professionals. The effect of Article 7:404 and Article 7:407 paragraph 2 of the Dutch Civil Code is excluded.

3.2 In the event that Sofia has the Assignment performed by a Professional or a third party engaged by the Professional, Sofia is not liable towards the Customer for any errors made by the Professional or the third party engaged by

him. The effect of Article 6:76 of the Dutch Civil Code is excluded.

Article 4: Obligations of Sofia

4.1 Sofia will select the Professionals with due care for the providing of services.

4.2 The Customer will be authorised to give directions and instructions regarding the performance of the Assignment. Sofia is obliged to comply with timely and reasonable instructions regarding the performance of the Assignment within the meaning of Article 7:402 of the Dutch Civil Code, for which instructions the Customer remains responsible. The foregoing is without prejudice that Sofia will always carry out the services at its own discretion and without the supervision or direction of the Customer.

4.3 The Customer will be authorised to declare applicable to Sofia and/or Professionals any (conduct) codes that it uses, provided that these (conduct) codes have been timely disclosed to Sofia in writing. In such case, Sofia will ensure that the Professional or a third party engaged by him is informed of the applicability of any (conduct) codes of the Customer.

4.4 Sofia will keep a proper administration of the hours it has worked in the Project.

Article 5: Services to the Customer

5.1 The Customer will provide access to its employees, systems and any other necessities in order to enable Sofia and/or the Professionals to adequately perform the Assignment.

5.2 The Customer is responsible for drawing up requirements, integration tests and acceptance tests for all products developed by Sofia or a Professional in connection with the Assignment.

5.3 Sofia carries out the Assignment with due care. The Customer acknowledges that Sofia will not guarantee the proper functioning, suitability and use of a product that is the result of the services provided by Sofia.

Article 6: Replacement and Continuity

6.1 To the extent necessary for the proper performance of the Assignment, Sofia has the right to have (parts of) the Assignment performed by others, in which case the Professional shall at all times be responsible towards the Customer for his actions and

omissions, as well as the acts and omissions of third parties engaged by the Professional.

6.2 Sofia shall at all times be entitled to replace a Professional for the performance of the Assignment.

Article 7: Remuneration and payment conditions

7.1 Upon the concluding of the Agreement, Sofia and the Customer shall agree on a (fixed) fee per assignment, per hour or per day fraction.

7.2 All costs to be incurred by Sofia will remain for his own account, except for those costs that to be reimbursed by the Customer after having received written approval.

7.3 The agreed fees apply for the entire duration of the Assignment. Any adjustment of the fees shall only be possible by written agreement between Sofia and the Customer.

7.4 In connection with the Assignment, Sofia keeps a monthly specification of the number of hours/days and costs to be charged.

7.5 All invoices from Sofia will be paid by the Customer within 14 days after such invoices.

7.6 In the event that the Customer does not pay the amounts due within the agreed term, Sofia will send the Customer a default notice requesting the Customer to pay the due invoice. If the due amounts have not been paid after the expiry of the term stated in the default notice, Sofia shall be entitled to invoice an additional amount of ten percent (10%) annual interest on the due invoice amount to the Customer, without prejudice to its other rights.

7.7 In the event that the Customer continues to fail to pay the outstanding amounts after the notice of default has been served, Sofia is entitled to pass the claim on for collection, in which case the Customer will be obliged to pay full compensation for extrajudicial and judicial costs, including all costs, in addition to the amount owed, in addition to the costs established by law, in connection with the collection of this claim.

7.8 All amounts invoiced to the Customer will be paid without set-off or discount. The Customer is not permitted to set-off any outstanding payments against any outstanding payments to the Customer. The Customer is not entitled to suspend its payment obligations towards Sofia.

Article 8: Non-solicitation clause

7. During the Assignment and during a period of 12 (twelve) months after termination thereof, the Customer, any company belonging to its group, its employees and third parties engaged by him are not permitted to directly or indirectly make offers to the Professional or have the Professional perform any services to the Customer without the prior written approval of Sofia.

Article 9: Intellectual property

9.1 The products, documentation, computer programs, source codes, software products and system designs developed on behalf of the Customer will accrue to the Customer after the Customer has paid all outstanding invoices to Sofia.

9.2. All methods, techniques and know-how developed and/or used by Sofia or by the Professional during the Assignment remain the exclusive property of Sofia at all times and all intellectual property rights resting thereon belong to Sofia and may not be used by the Customer or in any way reproduced, modified, distributed, made public or made known to others without the prior written consent of Sofia.

Article 10: Penalty clause

10.1 In the event of a violation of the obligations referred to in Articles 8, 9 and 13, the Customer, the companies belonging to its group, its employees or third parties engaged by him, shall owe Sofia a penalty of EUR 25,000 per violation, increased by an amount of EUR 2,500 for each day that such violation continues, which penalty shall be immediately due and payable, without the necessity of serving a default notice. The foregoing shall be without prejudice to Sofia's right to claim full compensation instead of claiming a penalty on the basis of this clause.

Article 11: Liability and indemnification

11.1 Sofia shall only accept liability for damages insofar these damages relate to direct damages (*schade*) resulting from an attributable failure to perform or to not-perform any obligation (*toerekenbare tekortkoming*) under or in connection with this Agreement, negligence (*schuld*), wilful default (*opzet*), intentional misconduct (*bedrog*) or fraud (*fraude*), provided that the failure is not caused by a force majeure event (*overmacht*) within the meaning of article 6:75 Civil Code.

Any liability of Sofia is at all times limited to the amount or amounts to which Sofia's liability insurance gives entitlement, increased with the deductible amount (*eigen risico*) that is for Sofia's own account on the basis of this insurance, if necessary. If, for whatever reason, no amount is paid under the indemnity insurance, any liability of Sofia shall be limited to a maximum of the invoice amount prior to the last calendar month. Sofia shall never be liable for indirect or consequential damages.

11.2 Sofia shall not be liable for damages due to the written or oral instructions provided by the Customer. The Customer is fully responsible for the information it provides.

11.3 Sofia is not liable to third parties for any damages for whatever reason. The Customer indemnifies and holds Sofia harmless against all claims and/or claims from third parties, for whatever reason, that may be brought against Sofia in connection with the Project.

11.4 Any claim for compensation of damages expires one (1) year after the start of the day following that on which the Customer became aware of the damages and of Sofia as a liable (legal) person.

Article 12: Termination and Extension

12.1 Both the Customer and Sofia are authorised to prematurely terminate or discontinue the Agreement with due observance of a notice period of 30 days.

12.2 In addition, Sofia is authorised to terminate the Agreement with immediate effect, without any compensation being owed by Sofia, in the event that:

- a. there is a lack of cooperation between the Customer and Sofia and or the Professional;
- d. the Customer does not, not fully or not timely fulfill the payment obligations pursuant to the Agreement;
- e. after the entering of the Agreement, Sofia becomes aware of circumstances that give it just cause to fear that the Customer will not fulfill its obligations under the Agreement or fail to fulfill them properly.

12.3 One month before the end of the Assignment, Sofia and the Customer will enter into consultation with respect to a possible extension. In the event the Assignment is extended, the Agreement is deemed to be continued under the same terms and

conditions, unless Sofia and the Customer agree otherwise in writing.

Article 13: Confidentiality

13.1. Parties undertake to maintain confidentiality with regard to all confidential information and all data and knowledge of each of the Parties' business affairs.

13.2 After termination of the Agreement the provisions in this article 13 shall remain in full force and effect.

The original version of these General Terms and Conditions have been drafted in the Dutch language. In the event of any conflict between the different language versions of these General Terms and Conditions, or any other terms, conditions or rules applicable to the Parties, the Dutch language version shall prevail.