

TTA International BV – Terms and Conditions

1. Definitions

1.1 In this document the following terms shall have the meanings set out below:

Terms and Conditions	This document;
Supplier	TTA International B.V.;
Client	the counterparty to the Supplier; and
Assignment	a set of agreed upon activities, goods and/or services delivered by Supplier to Client.

2. Applicability

- 2.1 The Terms and Conditions apply to each and every offer of Supplier to Client, and to each and every Assignment.
- 2.2 Any deviations from and supplements to the Terms and Conditions shall be valid only if they are agreed upon in writing between Supplier and Client.
- 2.3 Any potential Terms and Conditions of Client shall not be applicable to Assignments.
- 2.4 If one or more stipulations in the Terms and Conditions should appear to be or become null and void, the remaining stipulations of the Terms and Conditions shall remain in full force and effect.

3. Offers

- 3.1 Unless Supplier should indicate otherwise in writing, all of Supplier's offers are without any obligation.
- 3.2 Client guarantees the correctness and completeness of the information provided, by or on behalf of Client to Supplier and on which information Supplier has based its offer.
- 3.3 Unless explicitly otherwise indicated in the relevant offer, Supplier shall be bound by the bid only if Client accepts it in writing within 30 days after it is made.
- 3.4 A compound estimate in an offer or bid of the Supplier to the Client shall not constitute an offer to perform a portion of the relevant Assignment for an equal relative portion of the price quoted.

4. Price and payment

- 4.1 Unless explicitly indicated otherwise all prices are excluding VAT and other government-imposed levies. All prices quoted by Supplier are in Euros and must be paid in Euros by Client, unless indicated otherwise by Supplier.
- 4.2 Client cannot derive any rights or expectations from any cost estimate or budget issued by Supplier, unless parties have agreed otherwise in writing. A budget communicated by Client is only considered a (fixed) price agreed on by parties if this has been explicitly agreed in writing.
- 4.3 Where the activities performed by Supplier and the sums due by Client for these activities are concerned, the information in Supplier's administration provides full evidence, without prejudice to Client's right to provide evidence to the contrary.
- 4.4 The Supplier is entitled to increase the fees and hourly rates yearly with inflation correction based on the Dutch CBS index rate with a minimum of three percent.
- 4.5 The Supplier is entitled to increase the fees when Supplier has experienced an increase of costs, for instance on wages or energy prices, between the time the offer was made and the execution of the Assignment which are beyond of the influence of the Supplier.
- 4.6 The Client shall pay any amounts due by it to the Supplier in respect of the Assignment within 30 days following the date of invoice, in the manner to be determined by the Supplier and in the currency in which the invoice is issued. Potential objections of the Client against (the amount of) a statement shall not stay or postpone the Client's duty of payment.
- 4.7 If the Client does not pay an invoice within a period of 30 days, the Client shall automatically be in default. The Client shall then owe the Supplier an interest payment of 1% per month, unless the statutory interest rate should be higher at the time, in which case the statutory rate shall be due. Interest on the amount due shall be calculated from the moment when the Client is considered to be in default until the time of payment by the Client to the Supplier of the full amount invoiced.
- 4.8 In the event of liquidation, bankruptcy, suspension of payments or seizure of one or more assets of the Client, the Supplier's receivables from the Client regarding the Assignment shall become immediately due and payable.
- 4.9 Payments by the Client to the Supplier shall be applied first to costs incurred, secondly to interest accrued and finally to the principal amount due and current interest.

5. Execution of the Assignment

- 5.1 Supplier performs its services with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with Client in writing. All services provided by Supplier are performed on the basis of a best-efforts obligation unless and insofar as Supplier has explicitly promised a result in the Assignment and the result concerned has been described in the Assignment in a sufficiently precise manner.
- 5.2 If and insofar as required for proper implementation of the Assignment, the Supplier shall be entitled to have (part of) its commitments under the Assignment performed by third parties.
- 5.3 The Client shall ensure that all data stated by the Supplier as being required or of which the Client should reasonably realize that they are necessary for the performance of the Assignment, are made available to the Supplier in a timely manner. In the event that the data necessary for the implementation of the Assignment is not provided to the Supplier in a timely manner, the Supplier can suspend performance of the Assignment and bill any costs resulting from such delay, including but not limited to compensation for occupancy loss, to the Client.
- 5.4 The Supplier shall not be liable for any loss or damage of any kind whatsoever resulting from the Supplier relying upon incorrect and/or incomplete data supplied by the Client, unless such incorrectness or incompleteness should reasonably have been obviously apparent to the Supplier.
- 5.5 If it has been agreed upon that the Assignment should be implemented in phases, the Supplier may postpone implementation of further phases until the Client has approved the results of preceding phases in writing.
- 5.6 If within the scope of the Assignment work is performed by the Supplier or by third parties introduced by the Supplier on a location belonging to or designated by the Client, the Client shall provide, free of charge, any facilities reasonably requested by the Supplier or by such third parties.
- 5.7 When an Assignment has been entered into with a view of the activities being performed by (a) specific person(s), Supplier is always entitled to replace this/these person(s) by one or more persons who have the same qualifications.

6. Changes in the Assignment and additional work

- 6.1 If, at Client's request or after Client's prior consent, Supplier has performed activities or has delivered goods or services that are outside the scope of the agreed activities within the Assignment, Client is charged for these activities on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of Supplier's applicable rates. Supplier is not obliged to honor such request and may require that, to that purpose, a separate Assignment should be entered into.
- 6.2 When the Supplier receives data from the Client including, but not limited to: unclear texts, text copies, pictures, drawings, animations or models, video files, faulty data carriers, faulty computer equipment, faulty software or data files, faulty access to data files, unclear or incorrect instructions and all similar deliveries by the Client entailing more work or costs for the Supplier than could reasonably have been expected at the time of entering into the

Agreement this shall constitute grounds for the Supplier to charge additional costs to the Client on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of Supplier's applicable rates.

- 6.3 Client realizes that changes to the Assignment and additional work (may) result in terms and delivery periods and/or dates being postponed. Any new terms and delivery periods and/or dates indicated by Supplier replace the previous terms and delivery periods and/or dates.
- 6.4 Insofar as a fixed price has been agreed on for the Assignment, Supplier informs Client, at Client's request in writing, about the financial consequences of the additional work referred to in this article.
- ### 7. Acceptance of work
- 7.1 In case no acceptance test has been agreed on between parties, the Client accepts the result of the work carried out by the Supplier in the context of the Assignment in the state in which it is at the time of delivery ("as is, where is").
- 7.2 In case an acceptance test has been agreed on between parties the provisions of articles 7.3 to and including 7.11 apply, unless otherwise agreed in writing in the Assignment.
- 7.3 Where this article 7 refers to "errors", this is understood to mean a substantial failure of the result to meet the specifications which are explicitly agreed on in writing. An error only exists if it can be demonstrated by the Client, and it is reproducible. The Client is obliged to report errors immediately. The Supplier has no obligation whatsoever with respect to other imperfections in or to the result other than with regard to errors within the meaning of this article.
- 7.4 The test period is fourteen days following delivery. The Client will carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 7.5 In case an acceptance test has been agreed on, the Client is obliged to check whether the delivered result meets the agreed specifications.
- 7.6 If data is used in testing on behalf of the Client, the Client will ensure that this data may be used for this purpose.
- 7.7 The result will be assumed to be accepted between parties:
- In case an acceptance test has been agreed on: On the first day following the test period, or
 - If the Supplier receives a test report as referred to in article 7.8 prior the end of the test period: at the moment that the errors mentioned in that test report have been corrected, notwithstanding the presence of errors that according to article 7.9 do not stand in the way of acceptance, or
 - If the Client uses the result in any way for productive or operational purposes: at the moment of the start of such use.
- 7.8 If it should become clear during the execution of the agreed acceptance test that the result contains errors, the Client will report the test results in writing in a well-ordered, unambiguous, detailed and understandable matter to the Supplier no later than on the last day of the test period. The Supplier will make every effort to correct these errors within a reasonable period.
- 7.9 The Client may not withhold acceptance of the result for reasons that are not related to specifications expressly agreed between parties in writing and also not due to minor errors, being errors that do not reasonably stand in way of operational or productive use of result, notwithstanding Supplier's obligation to correct these minor errors. Acceptance may also not be withheld due to aspects of the result that can only be judged subjectively, such as aesthetic aspects of user interfaces.
- 7.10 If the Assignment is executed and tested in phases and/or parts, non-acceptance of a certain phase and/or part does not affect acceptance of an earlier phase and/or another part.
- 7.11 Acceptance of the result in one of the ways referred to in this article means that Supplier has fulfilled his obligations regarding provision and delivery of the result.

8. Duration of the Assignment

- 8.1 If and insofar as the Assignment between parties is a continuing performance contract, the Assignment is entered into for the term agreed on by parties. A term of one year applies if a specific term has not been agreed on.
- 8.2 The duration of an Assignment for a definite period of time is tacitly extended, each time by the period of time originally agreed on with a maximum of one year, unless Client or Supplier should terminate the Assignment by serving written notice of termination, with due observance of a notice period of six months prior to the end of the relevant term.

9. Terms

- 9.1 Supplier makes all reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates, whether or not these are deadlines and/or strict dates, that it has specified or that have been agreed on by parties. Any interim dates and delivery dates specified by Supplier or agreed on by parties always apply as target dates, do not bind Supplier and are always indicative.
- 9.2 If a term or period of time is likely to be exceeded, Supplier and Client consult as to discuss the consequences of the term being exceeded in relation to further planning.
- 9.3 In all cases – therefore, also if parties have agreed on deadlines and strict delivery periods or dates – Supplier is only in default because of a term or period of time being exceeded after Client has served Supplier with a written notice of default and has set a reasonable period of time for Supplier to remedy the failure to meet its obligation and this reasonable term has passed. The notice of default must describe Supplier's breach to meet its obligations as comprehensively and in as much detail as possible so that Supplier has the opportunity to respond adequately.
- 9.4 Supplier is not bound by a (delivery) date, term or period, whether or not these are deadlines and/or strict dates, if parties have agreed on a change in the content or scope of the Assignment (additional work, a change of specifications, etc.) or a change in approach with respect to the performance of the Assignment, or if Client fails to fulfil its obligations under the Assignment or fails to do so on time or in full.

10. Reservation of title

- 10.1 All assets delivered by the Supplier to the Client (including designs, sketches, drawings, films, software and (electronic) files) shall remain the property of the Supplier until such time as the Client has settled all its commitments arising out of the Assignment.
- 10.2 The Client shall not be entitled to pledge or otherwise encumber any of the assets covered by the Reservation of Title clause.
- 10.3 In the event that any third parties should seize any assets delivered under reservation of title and/or claim or assert any rights in connection therewith, the Client shall be under the obligation to notify such events to the Supplier as soon as possible.
- 10.4 The Client shall be under the obligation to insure and maintain insured the assets covered by the reservation of title and to provide the policy immediately upon the Supplier's request.
- 10.5 Assets supplied by the Supplier and subject to the reservation of title clause may only be resold by the Client within the ordinary course of business.
- 10.6 In the event that the Supplier should wish to exercise its reservation of title, the Client hereby gives its unconditional and irrevocable consent to the Supplier or to any third parties delegated to this effect to access all premises housing assets supplied by the Supplier subject to the reservation of title clause, and to remove such items from the premises.

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11. Collection costs

- 11.1 In the event that the Client should be in default or delinquent in complying with one or more of its duties under the Assignment, all reasonable costs involved in obtaining performance in law or equity shall be for the account of the Client. In any event, the Client shall reimburse the Supplier for all costs in connection with collection procedures, potential legal action and conservatory and executory measures. Collection costs shall in principle be calculated in accordance with the methods of calculation generally accepted in Dutch legal practice in matters of debt collection, but in the event that the Supplier should reasonably have incurred higher costs, the Client shall also reimburse such higher costs.
- 11.2 The Client shall owe the Supplier an interest payment of 1% per month, unless the statutory interest rate should be higher at the time, in which case the statutory rate shall be due.

12. Termination and cancellation of the Assignment

- 12.1 Either party is only entitled to terminate the Assignment for breach following an imputable failure of the other party to meet its obligations under the Assignment if the other party, in all cases after a written notice of default has been served that is as detailed as possible and in which the other party is granted a reasonable period of time to remedy the breach, should still imputably fail to meet any of its essential obligations under the Assignment. Client's payment obligations and all obligations of Client or a third party contracted by Client to cooperate and/or provide information apply in all cases as essential obligations under the Assignment.
- 12.2 If, at the time of the termination for breach, Client has already received goods or services in the performance of the Assignment, this performance and the relevant payment obligations cannot be undone unless Client proves that Supplier is in default with respect to the essential part of the performance due.
- 12.3 An Assignment which, due to its nature and content, is not completed by performance and which has been entered into for an indefinite period of time may be terminated, following consultation between parties, by either party by serving written notice of termination to the other party. Reasons for the termination must be stated. If a notice period has not been agreed on between parties, a reasonable period must be observed when notice of termination is served. Supplier is never obliged to pay any compensation because of the termination.
- 12.4 Client is not entitled to terminate an Assignment for services that has been entered into for a definite period of time before the end of the term; Client is not entitled either to terminate an Assignment that ends by completion of performance before it has been completed.
- 12.5 Provisions that survive termination or expiration of the Assignment are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.
- 12.6 If the Assignment is terminated, the Supplier's claims against the Client in regard to the Assignment shall become immediately due and payable.
- 12.7 If additional work should be required during the performance of the Assignment, this never constitutes a reason for Client to give notice of termination of the Assignment or to terminate the Assignment for breach.

13. Return of property

- 13.1 If the Supplier should have placed assets at the Client's disposal during the implementation of the Assignment, the Client shall be under the obligation to return such assets to the Supplier within 14 days following the termination of the Assignment, in their original condition and free of any damage. If the Client should not comply with this obligation, it shall then reimburse the Supplier for any costs incurred by the latter in obtaining and/or replacing the said assets.

14. Liability

- 14.1 In the event that the Supplier should be liable in law due to non-compliance or insufficient compliance with its obligations under the Assignment, its liability shall be limited as stipulated in the present provision.
- 14.2 The Supplier's liability under the Assignment shall be limited to, at most, the amounts payable by the Supplier's insurer in respect of the relevant events of loss.
- 14.3 The Supplier's liability for direct damages under the Assignment shall be limited to, at most, twice the total amount the Client shall owe the Supplier on the basis of the Assignment, at least as regards that portion of the Assignment affected by the relevant instance of liability.
- 14.4 Direct damages shall be defined exclusively as follows:
- The reasonable costs of determination of the cause and scope of the loss or damage, insofar as the appraisal refers to losses or damages within the meaning of the Terms and Conditions;
 - Potential reasonable costs incurred in order to render the non-compliant service delivered by the Supplier compliant with the Assignment; and
 - The reasonable costs incurred in order to prevent or limit loss or damages, insofar as the Client can prove that such costs have led to the limitation of direct damages within the meaning of the Terms and Conditions.
- 14.5 The Supplier shall not be liable for indirect damages, including consequential damages, loss of income, loss of savings, or damages due to operating downtime.
- 14.6 The limitations of liability for direct damages contained in the Terms and Conditions shall not apply if the loss or damage is due to fraudulent acts or serious misconduct on the part of the Supplier or its agents involved in the implementation of the Assignment.

15. Warranties and Disclaimer

- 15.1 The Client hereby warrants that it shall hold the Supplier harmless against third party claims in connection with intellectual property rights relating to assets provided by the Client to be used in the implementation of the Assignment.
- 15.2 The Client warrants to the Supplier that any magnetic media, electronic files and/or software etc. provided by the Client to the Supplier shall be free of viruses and/or defects.
- 15.3 Any agreed upon warranties from the Supplier to the Client with regards to the Assignment, including but not limited to quality and performance, will become void in case the delivered work is altered in any way by a party other than the Supplier without the explicit written consent of the Supplier.
- 15.4 The Client acknowledges that the Supplier does not control the transfer of data over communications facilities, including the internet, and that the delivered work may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. Supplier is not responsible for any delays, delivery failures, or other damage resulting from such problems.

16. Transfer of risk

- 16.1 The risk relating to assets constituting the subject of the Assignment shall transfer to the Client at the time of delivery thereof to the latter.

17. Force Majeure

- 17.1 In the Terms and Conditions, force majeure shall, in addition to the general meaning given to the term in law and legal practice, have the following meaning: All external causes, whether foreseen or unforeseen, on which the Supplier cannot exercise any influence, but which prevent the Supplier from complying with its obligations under the Assignment. Strikes at the Supplier's operation shall also qualify as being force majeure.
- 17.2 The Supplier shall further be entitled to invoke force majeure if the circumstance preventing (further) performance should occur after the Supplier has had to perform on its obligations.

- 17.3 The parties may suspend the obligations arising out of the Assignment during the period of duration of the force majeure. If such period should be longer than two months, each of the parties shall be entitled to rescind the Assignment without being placed under the obligation to compensate the other party for losses or damages arising out of non-performance due to force majeure.

- 17.4 Insofar as at the time of occurrence of the case of force majeure the Supplier has in the meantime partially performed on its obligations arising out of the Assignment or should still be able to perform on them, the Client shall pay invoices issued by the Supplier in respect of portions already performed and/or still to be performed on as if such obligations had been performed upon on the basis of a separate Assignment.

18. Confidentiality

- 18.1 Both parties shall be under the duty of secrecy as concerns all confidential information they may receive from each other or from other sources within the scope of the Assignment. Information shall be considered to be confidential whenever identified as such by the other party or when such status is obvious because of the nature of the information.
- 18.2 In the event that pursuant to a legal provision, a court judgment or (stock exchange) regulation the Supplier should be under the obligation to provide confidential information to a third party, the Supplier shall not be liable for compensation to the Client, and the Client shall not be entitled to rescind the Assignment on the grounds of breach of the duty of confidentiality.

19. Intellectual property

- 19.1 The Supplier shall reserve the rights and entitlements accruing to it pursuant to the Copyright Law and other laws and regulations in connection with intellectual property.
- 19.2 All assets delivered by the Supplier to the Client, such as reports, opinions, contracts, designs, sketches, drawings, films, software etc. are exclusively intended to be used by the Client within the scope of the Assignment and may not be reproduced or otherwise used or disclosed to any third party or parties without prior consent from the Supplier.
- 19.3 The Supplier shall be entitled to use the knowledge or know-how gained in the performance of the work in connection with the Assignment for other purposes, always provided that in doing so no confidential information obtained within the scope of the Assignment in connection with the Client is disclosed to any third party or parties.
- 19.4 All means of production, semi-manufactured products and aids and in particular design drawings, models, animations, working and detail drawings, data carriers, computer software, data files, source files, photos and peripheral equipment shall remain the property of the Supplier, even if they have been stated as separate items in the Assignment.
- 19.5 The Supplier shall not be obliged to hand over any of the items referred to in section 19.4 to the Client.
- 19.6 The Supplier shall not be obliged to keep any of the items referred to in section 19.4 for the Client. If the Supplier and the Client agree that such things will be kept by the Supplier, this shall be for a period of one year at the most and without the Supplier guaranteeing their suitability for repeated use.

20. Non-competition clause

- 20.1 During the term of the Assignment and for one year after its expiry, the Client shall in no manner, except with prior consent from the Supplier, hire or otherwise directly or indirectly employ to work for itself or for one or more third parties any employees of the Supplier or of businesses introduced by the Supplier for the performance of the Assignment and who are or were involved in the implementation of the Assignment.

21. Disputes

- 21.1 The parties shall initially employ their best efforts in order to resolve disputes between the Client and the Supplier in connection with the Terms and Conditions and/or the Assignment by mutual Assignment.
- 21.2 In the event that the parties should not be able to resolve such disputes by mutual Assignment, the judge at the place where the Supplier has its registered office shall have exclusive jurisdiction to hear the dispute, always providing that the court in question is competent to do so. Notwithstanding the above, the Supplier shall be entitled to bring the procedure before the judge statutorily designated as being competent to hear the matter.

22. Applicable law

- 22.1 The Terms and Conditions and the Assignment are governed by Dutch law.

23. Other

- 23.1 The Terms and Conditions are held on deposit at the Chamber of Commerce (KVK).
- 23.2 The applicable version of the Terms and Conditions is the version that applied at the time of the conclusion of the Assignment.