

General terms and conditions consulting Joost-IT (v3.0)

Flexxer B.V. operating under the name of Joost-IT Tooling and Service Management (hereinafter: Joost-IT) is a private limited company incorporated under Dutch law, whose purpose is also to provide services in the field of IT. Joost-IT is established in Zoetermeer, The Netherlands (registered with the Chamber of Commerce under no. 56224818).

1 Applicability

- 1.1 These general terms and conditions apply to all orders, unless otherwise agreed upon in writing prior to the realization of an order. The terms and conditions are not only stipulated for Joost-IT, but also for the board members of Joost-IT and for the shareholders, employees and any assistants of Joost-IT, as if they were stipulated by themselves.

2 Assignment

- 2.1 All assignments are deemed to have been exclusively given to and shall be exclusively accepted by or on behalf of Joost-IT, even if it is the express or implied intention of the client that an assignment be carried out by one or more specific persons. The effect of the provisions of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is expressly excluded. Without prejudice to the other statutory provisions, both the client and Joost-IT can terminate the order at any time by giving notice, as long as this is done with due observance of a reasonable term, given the circumstances.
- 2.2 Joost-IT will schedule all assignments in consultation with the client. Client can change and/or cancel this appointment, taking into account a notice period. If client does not cancel the assignment before the deadline, Joost-IT reserves the right to charge client for the discussed hours according to the table below:
 - Cancellation 10 business days or more in advance: no fee will be charged;
 - Cancellation between 5 and 10 working days in advance: 50% of the cost will be charged;
 - Cancellation less than 5 working days in advance: 100% of the cost will be charged;

3 Liability

- 3.1 If in the execution of an assignment an event occurs that leads to liability of Joost-IT, such liability shall be limited to the amount paid out under the professional liability insurance taken out by Joost-IT in that case, to be increased by the applicable excess, with a maximum of € 1,000,000 (one million euros) per claim or series of related claims up to a total amount of € 2,000,000 (two million euros) per insurance year.
- 3.2 However, Joost-IT shall not be liable or obliged to compensate any damage if the Client is in default of any obligation towards Joost-IT at the time the aforementioned event occurs.

- 3.3 Any claim for compensation will expire one year after the start of the day following the day on which the customer became aware of the damage and of Joost-IT as the liable party, and in any case 10 years after the occurrence of the event that may give rise to the claim.
- 3.4 If and insofar as the above insurances do not provide a claim to any amount, the liability of Joost-IT is limited to a maximum of € 30,000.

4 Engagement of third parties

- 4.1 Joost-IT executes assignments exclusively on behalf of the client. Third parties cannot derive any rights from an order, from the content of executed work and from the way in which the order has or has not been executed. A client is not allowed to transfer rights from an order to third parties under any title whatsoever, other than with explicit prior written consent of Joost-IT.
- 4.2 Any assignment given to Joost-IT includes the authority to engage auxiliary persons and to accept any limitations of liability of auxiliary persons also on behalf of the client. Joost-IT is not liable for the choice and for any shortcomings of these auxiliary persons, barring intent or gross negligence of Joost-IT.

5 Rates

- 5.1 The fees due to Joost-IT will be calculated on the basis of the time spent by Joost-IT on the assignment, multiplied by the hourly rate that Joost-IT deems applicable. Agreed rates are, unless otherwise expressly agreed upon in writing, valid for the duration of the calendar year in which they have been agreed upon and can be adjusted annually. To the extent applicable, all amounts will be increased with sales tax. Work performed will in principle be charged on a monthly basis. Joost-IT is entitled to require payment of an advance from the client. An advance payment received will be deducted from the final invoice.
- 5.2 Work will take place during office hours. Office hours are on working days (Monday through Friday) between 09:00 and 18:00. For work to take place outside office hours, the following applies:

Working days:

- 6 p.m. - 10 p.m.: 150% of agreed rate;
- 10 p.m. – 7 a.m.: 200% of agreed rate;

Saturday:

- 7 a.m. – 6 p.m.: 150% of agreed rate;
- 6 p.m. – 0 p.m.: 200% of agreed rate;

Sunday:

- 0 p.m. – 7 a.m. (Monday morning): 200% of agreed rate;

Holidays:

- 200% of agreed upon rate;

5.3 Joost-IT reserves the right to index the quoted rates once a year, on January 1, based on the Service Price Index (DPI) of the CBS. The maximum indexation percentage to be used by Joost-IT is the (annual) percentage (%) compared to the previous year as mentioned and based on the turnover development of business and ICT service providers (SBI 2008), section 62 IT services.

6 Adjustments

6.1 Joost-IT reserves the right to change these General Terms and Conditions consultancy at any time with prior notice. The General Terms and Conditions for consultancy are enclosed with agreements entered into by Joost-IT. Changes will take effect on the date stated in the notice. Joost-IT will make reasonable efforts to inform the Customer of these changes by e-mail or other appropriate means of communication available at that time.

7 Payment

7.1 Payment must be made within the period specified in the invoice (14 days). Invoices must be paid without recourse to suspension or setoff. Failing timely payment, Joost-IT may dissolve the order without further notice, without prejudice to its other rights. The client is obliged to pay the extrajudicial collection costs. For companies, a fixum of 15% of the principal sum applies. For private individuals, the costs are calculated according to the Extrajudicial Collection Costs Act.

8 Dutch law

8.1 The agreements concluded between Joost-IT and its client, and any further agreements concluded in execution thereof, are exclusively governed by Dutch law.

9 Competent judge

9.1 Joost-IT and Client will try to solve disputes related to these general terms and conditions or the Agreement amicably through mutual consultation. If this does not resolve the dispute, the dispute will be submitted exclusively to the court in The Hague, The Netherlands.