

GENERAL TERMS AND CONDITIONS
Trust Integration Services B.V.

1. General

- 1.1 These general terms and conditions shall apply whenever Trust Integration Services B.V. ("TrustAlert") supplies services to a customer ("Customer").
- 1.2 The applicability of any terms and conditions of purchase or otherwise of Customer is rejected.
- 1.3 In the event of nullity or annulment of any provision of these general terms and conditions, the other provisions hereof shall remain in full force and effect and TrustAlert and Customer shall consult together in order to agree on new provisions to replace the provisions that are null or annulled, duly observing as much as possible the object and purport of the provision that is null or annulled.

2. Cooperation by Customer

- 2.1 Customer shall timely provide TrustAlert with any data, documents, information and assistance useful or necessary for TrustAlert to provide the contracted services.
- 2.2 In the event that Customer fails to fulfil any of its obligations, TrustAlert shall be entitled to suspend the provision of services and to charge the costs and expenses thereby incurred.

3. Confidential information

Each of the parties warrants that it shall keep confidential all information of a confidential nature received from the other party. Information shall in any event be considered confidential if so designated by either of the parties. Without explicit prior permission of TrustAlert, Customer shall not inform third parties of the approach or methods of TrustAlert, nor shall Customer place communications or other results of the assignment at the disposal of third parties.

4. Employees

Neither party shall take on any employees of the other party who were involved in the execution of the Agreement, or have such employees work for the same either directly or indirectly within six months after the end of any assignment.

5. Intellectual property

- 5.1 All intellectual or industrial property rights to any software, equipment or other materials developed or provided by TrustAlert shall remain the property of TrustAlert or its licensors.
- 5.2 Customer has the right to make copies of documents for use in its own organisation to the extent within the purpose of the assignment.

6. Performance

- 6.1 TrustAlert shall use its best efforts to perform the service(s) with due care and in accordance with the arrangements and procedures communicated to TrustAlert in writing.
- 6.2 If the agreement for the provision of service(s) was entered into with a view to performance by some particular person, TrustAlert shall always be entitled to replace such person by one or more other persons with similar qualifications.

7. Payment

- 7.1 Invoices are due and payable within fourteen (14) days from the invoice date.
- 7.2 Thereafter statutory legal interest shall be due on the outstanding amount without any notice of default being required. In the event that Customer fails to pay, TrustAlert will be entitled to suspend the execution of its services.
- 7.3 Insofar as TrustAlert's services consist in providing a course or training, TrustAlert may demand payment before it starts.
- 7.4 In the event that Customer fails to fulfil any of its obligations, Customer shall be liable to pay in full, in addition to the total amount then due, any legal and non-legal expenses related to the enforcement of TrustAlert's rights.

8. Alteration and extra work

- 8.1 If TrustAlert, at Customer's request or with Customer's prior consent, has done any work or provided services which were not included in the substance or extent of the agreed service(s), such work or services shall be paid for in accordance with TrustAlert's customary rates. However, TrustAlert will not be under the obligation to grant such request and may want a separate written agreement to be concluded for that purpose.

8.2 The Customer accepts that the agreed or expected time of completion of the service(s) may be affected by such work or services. If this is the case, TrustAlert will inform the Customer as soon as possible.

9. Liability

9.1 TrustAlert's liability for any indirect damages or consequential damages of the Customer or third parties, -including but not limited to loss of profits, lost savings, costs or loss as a result of business interruption or interrupted operations, reproduction, recovery of data or information which are lost in whole or in part, reduced goodwill, affected products, software or material-, is excluded. TrustAlert can be held liable to pay direct damages only to the extent and upon the conditions set out hereunder:

9.2 Direct damages shall solely mean losses or costs incurred by the Customer, consisting of:

- a) Reasonable costs made for replacement, repair, or specific performance by another party, unless the order or Agreement is terminated or dissolved by the Customer;
- b) Reasonable operational costs made for maintaining old or existing systems and software as a result of late delivery exceeding a guaranteed delivery date if so agreed, in case such delay is attributable to TrustAlert, deducted with any amount of benefits or savings by the Customer as a result of such delayed delivery;
- c) Costs and damages to material assets, personal injury or death,

whereby TrustAlert's total liability for any such direct damages as set out above, caused by TrustAlert's negligence, tort, or breach of contract, material failure to perform the order or agreement or misconduct, shall per event or series of connected events not exceed the contract value of the relevant order, limited to the aggregate of the last 12 consecutive months of payment made by the Customer to TrustAlert under the relevant agreement , with a maximum of € 250.000, irrespective of the duration of the agreement, provided that liability for such direct damages is covered by TrustAlert's insurance policy at the time of claiming such damages, and provided that the Customer notifies TrustAlert of its claim, in a written statement motivating the cause of TrustAlert's alleged liability and the amount of the direct damages, within two (2) months notification period from the event or series of connected events, granting TrustAlert a grace period to recover the cause within no less than one (1) month from the date of such notification, and whereby the Customer's right to claim direct damages shall be waived upon expiration of the said two (2) month notification period.

9.3 Customer shall indemnify TrustAlert against all claims for loss, damages or any action in or outside court, from third parties that are connected in any way to the Customer.

10. Governing law and disputes

10.1 Any agreements between TrustAlert and Customer shall be governed by Dutch law.

10.2 Any disputes that might arise between TrustAlert and Customer shall be resolved by the competent courts of Amsterdam, The Netherlands.

10.3 Parties undertake to try to resolve any disputes by mutual agreement, before starting legal proceedings.