

HYCOM B.V.'S GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Definitions

In these General Terms and Conditions of Purchase of HYCOM B.V. (the "**General Terms and Conditions of Purchase**"), the following terms and expressions are defined as follows, both in singular and plural:

- **Equipment:** all vehicles, pieces of equipment, cranes, scaffolding and their parts, consumables and so on, which the Supplier uses for the performance of the Agreement, however, excluding the items to be processed in the physical objects to be created.
- **Supplier:** the other party to the Client, which may be both a material supply and a service;
- **Delivery:** providing one or more items to the Client for it to retain or under the Client's control and the possible installation/assembly of these items;
- **Materials:** items that are processed in the material items to be created or that are used in the performance of the work, with the exception of equipment to be used;
- **Employee(s):** every person who is or will be employed by Supplier, including employees of subcontractors, hired workers, freelancers or other third parties deployed;
- **Client or we/us:** HYCOM B.V. and its group companies, user of these General Terms and Conditions of Purchase;
- **Agreement:** any undertaking between the Client and the Supplier concerning the supply of Matters by the Supplier to the Client;
- **Parties:** the Client and the Supplier;
- **Goods:** all services and/or (material) items that are the subject of any negotiation, offer, quotation, agreement or other (legal) act in the relationship between Parties.

Article 2. Applicability

- a. These General Terms and Conditions of Purchase apply to all - including future - requests, offers and orders relating to the delivery of goods and services by the Supplier to the Client, whereby the applicability of the Supplier's general terms and conditions is expressly rejected by the Client.
- b. In the event of any conflict between the provisions of this Agreement and these General Terms and Conditions of Purchase, the provisions of the Agreement shall prevail over these General Terms and Conditions of Purchase.
- c. The Dutch text of these General Terms and Conditions of Purchase is the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text will prevail.
- d. The invalidity of any provision of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase.

Article 3. Orders, order confirmations and amendments

- a. All offers and quotations of the Supplier are irrevocable and valid for at least 90 days, unless otherwise agreed in writing.
- b. An Agreement is concluded by the Supplier's acceptance of an order from the Client. Without prejudice to the provisions of these terms and conditions, acceptance is effected by confirming the order in writing or electronically. If the Supplier has not responded within five (5) days, or if the Supplier has started to carry out the order before that time, he is deemed to have accepted the order and the Agreement is concluded. An Agreement can also be concluded by sending an order confirmation from the Client to the Supplier.

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- c. Cost estimates are binding and will not be compensated, unless expressly agreed otherwise.
- d. We are entitled to cancel the order free of charge as long as the Supplier has not accepted the order in writing.
- e. The Client is at all times entitled to amend the scope and/or the quality of the goods to be delivered in consultation with the Supplier. Verbal agreements, including changes and additions to our Terms and Conditions of Purchase resulting from them, only have legal effect if we have confirmed them in writing.

Article 4. Transfer of obligations

- a. The Supplier may only transfer an obligation arising from the Agreement to a third party with the prior written consent of Client. This permission may be subject to reasonable conditions. This clause has an effect as referred to in Book 3, Section 83 paragraph 2 of the Dutch Civil Code.
- b. In the event of transfer to a third party of all or part of the Supplier's obligations under the Agreement, this party is obliged to inform the Client of the securities provided for the payment of VAT, wage tax and social security contributions, which are prescribed by law for employers.

Article 5. Price and price review

- a. Prices are exclusive of VAT and include all costs related to the fulfilment of the Supplier's obligations.
- b. Changes in wages, the cost price of raw materials or other materials and/or changes in exchange rates related to the agreed performance shall not be passed on. Prices are fixed, unless the Agreement specifies the circumstances that may cause price adjustment, as well as the manner in which the adjustment will be made.

Article 6. Invoicing and payment

- a. Payment of the invoice, including VAT, shall take place within 60 days after receipt of the invoice and approval of the Goods and any installation/assembly by the Client. Invoices should be submitted to HYCOM for the attention of the accounts payable department, to be sent digitally to info@hycom.nl and will mention the relevant purchase-order numbers and a description of the goods and/or services concerned. Invoices that do not meet the aforementioned requirements will be returned by the Client to Supplier with a request to supplement the missing data.
- b. The Client is entitled to suspend payment to the Supplier if he detects and/or suspects a shortcoming in the Goods and any installation/assembly of such Goods.
- c. The Client is entitled to reduce the amount of the invoice by amounts owed by the Supplier to the Client. The Client is at all times entitled to set off any amounts owed by it to the Supplier against claims which it has on the Supplier for any reason. The Client will also be entitled to set off claims, whether or not due and payable, that the Client has on the Supplier against claims that the Supplier has on companies affiliated with the Client.
- d. Payment by the Client does not in any way imply a waiver of any rights.

Article 7. Time of delivery

- a. The Supplier is obliged to perform the Agreement within the agreed period(s). The agreed time of delivery shall apply as a deadline and the Supplier shall be in default without further notice of default in the event of late delivery.
- b. The Supplier must immediately notify the Client in writing of any imminent exceeding of the delivery time. The Supplier shall be liable for such overrun pursuant to the Agreement and/or statutory provisions.

- c. Without prejudice to the right to compensation and the other legal rights resulting from an attributable shortcoming, the Client shall be entitled to collect an immediately payable penalty of 2% per day from the day of the default, with a maximum of 10% of the amount payable by Client with respect to the delivery.

Article 8. Delivery

- a. Goods are delivered at the agreed place and time, according to the applicable Incoterm DDP (Delivered Duty Paid).
- b. The client has the right to postpone the delivery. In this case the Supplier shall store, preserve, protect and insure the goods properly packed, separately and in a manner they can be recognised.
- c. Partial deliveries are basically not permitted, unless we have expressly agreed to this.
- d. The following shall apply in addition with regard to the provision of services:
 - a. The provision of services by the Supplier shall take place at the agreed place and within the agreed period.
 - b. The Supplier must strictly observe Client's instructions when performing the services.
 - c. If the Client and the Supplier have agreed that (a) particular person(s) will perform the services, the Supplier is not permitted to replace this/these person(s) by others without Client's prior written permission.
 - d. If the Client requests the Supplier to replace one or more persons appointed by the Supplier to perform the services - for reasons of progress, level of service or otherwise – the Supplier shall make a proposal for replacement within 14 days after receipt of the request.
 - e. If a (maximum) amount is agreed for the provision of the services or a maximum number of hours, any exceeded amount or number shall be at the expense and risk of the Supplier and the Client shall not be obliged to pay the excess.
 - f. Insofar as not explicitly agreed otherwise in writing, the Supplier's obligations are obligations to achieve a result and not merely an obligation to make an effort.
- e. Natural disasters, industrial disputes, operational interruptions beyond our control, unrest, governmental measures and other unavoidable events shall release us from our obligation to take delivery in a timely manner as long as such event continues. During such events and for a period of two weeks thereafter, we shall be entitled, notwithstanding our other rights, to withdraw from the contract in whole or in part, provided such events continue for a longer period of time and our requirements are significantly reduced as a result of the Goods having to be procured elsewhere. Force majeure on the part of the Supplier shall in any case not include a lack of persons to be deployed or provided for the performance of the Agreement, strike or illness on the part of the Supplier and/or persons involved or provided for the performance of the Agreement, delay in distribution, failure to perform on the part of the Supplier, third parties engaged by the Supplier and/or persons provided by the Supplier, and/or liquidity problems on the part of the Supplier.

Article 9. Guarantee

- a. The Supplier guarantees that the Goods and any installation/assembly of the Goods:
 - a. in the event of delivery of material goods, are of good quality and free from defects and, in the event of provision of services, that these are carried out by skilled Employees using new materials and with due care, skill and competence of the highest professional standard;
 - b. are fully in accordance with the provisions of the Agreement, the stated and/or requested specifications and the reasonable expectations of Client regarding the properties, quality and reliability of the Supply;
 - c. are suitable for the purpose for which the goods are intended according to their type and characteristics or according to the order;

- d. comply with applicable and current legal requirements and other applicable (international) government regulations;
 - e. comply with the norms and standards in force in the relevant branch of trade or industry;
 - f. with regard to design, construction, production, packaging, storage and materials, comply with all applicable laws, conditions and customary requirements
- b.** The Supplier guarantees that the Goods are complete and ready for use. He shall ensure, inter alia, that all parts, auxiliary materials, auxiliary components, tools, spare parts, user instructions and instruction manuals which are necessary for the achievement of the purpose indicated in writing by the Client shall be included in the delivery, even if they are not mentioned by name.
- c.** The Supplier guarantees that the delivered goods comply with all relevant statutory provisions concerning, inter alia, quality, environment, safety and health.
- d.** If during the guarantee period it transpires that the Goods do not comply with the provisions of this article 10, the Supplier shall, at his own expense, at the first request and at the discretion of the Client, replace, repair or re-execute the delivery within two weeks, without prejudice to the Client's other rights under the law or the Agreement (including compensation for damages and reimbursement by the Supplier of all costs, losses and disadvantages with respect to the repair, replacement or cancellation). If the Parties have not agreed on any guarantee period, the guarantee period shall be 24 months from the date of delivery or completion. For Goods intended for incorporation in installations or systems, the guarantee period shall only commence at the time of incorporation or delivery of such installations or systems, provided that the guarantee period ends no later than 30 months after the date of delivery of the Goods.

Article 10. Intellectual and industrial property rights

- a.** The Supplier is not permitted to disclose the business and technical information provided by us (including functions that may be derived from items, documents or software provided and any other knowledge or experience) to third parties as long as and to the extent it has not been demonstrated that such information is publicly known. The information may only be disclosed to those persons on the Supplier's business premises who are to be involved in its use with regard to the Supply to us and who are also subject to an obligation of confidentiality. The information shall remain our exclusive property. Without our prior written consent, this information may not be duplicated or operated commercially, except for the purpose of deliveries to us.
- b.** At our request, all information obtained from us (including, where applicable, any copies or records made) and any goods borrowed must be returned to us in full or destroyed without undue delay. We reserve all rights to such information (including copyright and the right to apply for industrial property rights such as patent rights, utility models, etc.). In the event that such information is provided to us by third parties, the reservation of rights shall also apply to such third parties.
- c.** Goods manufactured on the basis of documentation drawn up by us such as drawings, models and so on, items based on our confidential information and items manufactured with our tools or with tools modelled on our tools may neither be used by the Supplier itself nor offered or supplied to third parties. This provision applies to our orders accordingly.
- d.** Materials, parts, containers and special packaging provided by us remain our property. Said materials may only be used in the manner indicated. The materials are processed for us and parts are assembled for us.
- e.** Any items manufactured with our materials and parts are our property. If tools and/or materials are made or purchased by the Supplier entirely at our expense, these will be our property. The Supplier shall make every effort to prevent third parties from appropriating our property.

- f. All intellectual property rights arising as a result of the joint development by the Client and the Supplier, regardless of the quality or the direct or indirect extent of the contribution to this development, shall exclusively be vested with the Client. The Supplier guarantees that he is entitled to transfer these rights and that he has obtained any necessary permission and rights from third parties and that after the transfer, no rights have remained with third parties. At the Client's first request, the Supplier shall make every effort to effectuate this transfer.
- g. The Supplier guarantees that the delivery and Goods do not infringe any intellectual property or other rights of third parties. The Supplier indemnifies the Client against all claims from third parties, damage, claims and costs due to (alleged) infringements in this respect and shall compensate the Client for all damage, costs and disadvantages suffered as a result thereof, including all legal costs and costs of legal assistance. The Supplier shall reimburse all costs incurred by the Client with respect to these claims, including the costs of legal assistance, accountants' fees and the costs of transport, storage and destruction of the Goods, as well as the damage sustained by the Client, including any compensation paid by the Client to the third party under an amicable settlement, whether or not it is established that the Goods in question infringe the rights of the third party concerned.
- h. The Supplier shall ensure that the use of "counterfeit parts" is excluded in its entire supplier base. If the Supplier discovers that a third party is responsible for this in any way, the Supplier must notify the Client promptly.

Article 11. Inspection

- a. The Client shall be entitled - but not obliged - at all times to inspect the Goods, or have them inspected, both during production, processing and storage and after Delivery.
- b. At the first request of the Client, the Client's client, authorities or inspection bodies, Supplier shall grant access to the place of production, processing or storage. The Supplier shall cooperate to the inspection free of charge.
- c. If an inspection as referred to in this article cannot take place at the intended time due to the Supplier's actions, or if an inspection must be repeated, the costs arising from this for Client shall be borne by the Supplier.
- d. In the event of rejection of the Goods delivered, the Supplier shall organise the repair or replacement of the delivered Goods within 5 working days. If the Supplier fails to fulfil this obligation within the term stipulated in this article, the Client is entitled to purchase the required Goods from a third party, or to take measures of his own or have a third party take measures at the Supplier's expense and risk.
- e. If the Supplier does not take back the rejected Goods within 5 days, the Client shall be entitled to return the Goods to the Supplier at the Supplier's expense.

Article 12. Packaging

- a. The Client is at all times entitled to return the (transport) packaging materials to the Supplier at the Supplier's expense.
- b. Processing or destruction of (transport) packaging materials is the responsibility of Supplier. Any packaging materials processed or destroyed at the request of the Supplier shall be at the risk and expense of Supplier.

Article 13. Default, dissolution and termination

- a. Without prejudice to the other provisions of the General Terms and Conditions of Purchase, the Agreement and the law, if the Supplier fails to meet one or more of his obligations under the Agreement, or any other resulting agreements, the Client will give notice of default on that account, unless it is already permanently impossible for him to meet the obligations concerned, in which case the defaulting party will be immediately in default. The notice of default shall be given in writing, whereby at the option of the Client, the Supplier shall be given a reasonable term to fulfil his obligations after all.

This period shall be of a strict deadline.

- b. The Client shall be entitled to dissolve the Agreement (wholly or in part) by registered letter out of court if the Supplier fails to fulfil his obligations under the Agreement even after issuing a written notice giving it a reasonable period of time to fulfil his obligations.
- c. In the event that, by virtue of the law, no notice of default is required for the defaulting party to be in default, the Client need not, in deviation from article 13, under a, give notice of default to the defaulting party.
- d. Without prejudice to the other provisions of these General Terms and Conditions of Purchase, the Agreement and the law, and without being liable to pay any compensation, the Client will be entitled to terminate the Agreement (wholly or in part) out of court and with immediate effect through a registered letter, without any demand or notice of default being required, if:
 - a. the Supplier imputably fails to fulfil his obligations under the Agreement;
 - b. the Supplier requests (temporary) suspension of payment or is granted (temporary) suspension of payment, requests his bankruptcy or is declared bankrupt, or enters into a private arrangement with respect to this;
 - c. any licences are withdrawn;
 - d. the Supplier's business is liquidated or dissolved;
 - e. the Supplier ceases his current business;
 - f. a significant part of the Supplier's assets are seized;
 - g. the Supplier, on his own initiative or otherwise, changes or causes to change the control of his business, which change is in any case deemed to exist if a third party directly or indirectly acquires at least 50% of the issued share capital of Supplier.
- e. Unless we decide otherwise, the Supplier must, upon receipt of the termination:
 - a. immediately terminate all activities pursuant to the Agreement or the order;
 - b. transfer the ownership rights of the finished goods to us and provide those finished goods, the works in progress and the parts and materials that the Supplier has reasonably produced or acquired to us in the quantities ordered by us upon our first request;
 - c. return to us all drawings, specifications, models, tools, construction overviews, technical instructions, samples, patterns, moulds and similar objects and data held by him, which were supplied by us or developed for the execution of the agreement or order; and
 - d. upon our request, cooperate with us in transferring the production of the Goods to another Supplier.
- f. We shall have no obligations in respect of the Supplier and shall not be obliged to pay the Supplier, either directly or on account of any claims by subcontractors of the Supplier, for loss of anticipated profits or general administrative charges of termination or expiry of the Contract or order, except as otherwise agreed in a separate order issued by us.

Article 14. Documentation

- a. The Supplier is obliged to provide corresponding documentation to the Client prior to or simultaneously with the Delivery.



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- b. The Client is free to use this documentation and to copy it for its own use.
- c. Documentation is stored in accordance with the applicable retention periods.

Article 15. Liability

- a. The Supplier is liable for all damage, costs and disadvantage suffered by the Client, either directly or indirectly, as a result of non-fulfilment, untimely or improper fulfilment of the Agreement attributable to the Supplier, or the breach of any other contractual or non-contractual obligation.
- b. The Supplier indemnifies the Client against all financial consequences of claims from third parties in any way related to the performance of its obligations arising from the Agreement.
- c. The Supplier shall take out and maintain sufficient insurance cover for his liability in respect of the Client pursuant to the law and/or the Agreement and furthermore shall take out and maintain insurance cover for all risks in his business operations which are insurable under normal conditions. At the Client's request, the Supplier shall immediately submit (an authenticated copy of) the policies and proof of premium payment.
- d. Unless otherwise agreed upon in writing, the Client's liability in respect of the Supplier is excluded and in all cases limited to the amount of the purchase price of the Supply concerned. Except in the case of intent or deliberate recklessness on the part of Client or his managerial staff, the Client is not liable for any damage suffered by the Supplier, his personnel or other persons involved and/or provided by the Supplier in the execution of the Agreement (including, but not limited to) destruction or loss of property and personal injury. The provisions in the previous sentence also apply as a limitation of liability with respect to injured personnel of the Supplier and other injured persons who are involved and/or provided by the Supplier in the execution of the Agreement.
- e. If a product liability claim is made against us, the Supplier is obliged to indemnify us against such claims if and to the extent the damage was caused by a defect in the item delivered by the Supplier.
- f. Prior to any recall action which is wholly or partially due to a defect in an item supplied by the supplier, we shall notify the supplier, give the supplier the opportunity to cooperate and discuss with the supplier the efficient implementation of a recall action, unless notification to or cooperation by the supplier is not possible due to the urgency of the specific case. The costs of the recall action shall be borne by the supplier to the extent that the recall action is the result of a defect in the item supplied by the supplier.

Article 16. Transfer of risk and ownership

- a. The ownership of the Goods shall pass to the Client after they have been delivered and, if necessary, assembled or installed.
- b. If the Client provides materials to the Supplier, such as raw materials, auxiliary materials, tools, drawings, specifications and software, for the fulfilment of his obligations, these remain the property of the Client. The Supplier shall keep these separate from objects belonging to himself or third parties. Supplier shall mark them as property of the Client.
- c. From the moment that materials, such as raw materials, auxiliary materials and software, of the Client have been processed in goods of the Supplier, this constitutes a new good, of which the ownership is vested with the Client.
- d. The risk of the Goods shall pass to Client from the moment that the delivery and subsequent approval of the Goods in accordance with article 12 of these General Terms and Conditions of Purchase have taken place.

Article 17. Confidentiality and prohibition of disclosure



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- a. The Supplier shall observe confidentiality with regard to the existence, type and content of the Agreement, as well as other business information, and shall not disclose anything thereto related without the Client's written permission.
- b. In the event of violation of the aforementioned situations, the Client shall be entitled to unilaterally dissolve the Agreement in whole or in part without notice of default and without court intervention.
- c. Dissolution shall take place through a registered letter or process-server's writ to the Supplier.

Article 18. Order, safety and the environment

- a. The Supplier and his Employees as well as third parties engaged by him are obliged to observe statutory safety, health and environmental regulations. Any company rules and regulations concerning health, safety and the environment of the Client must also be observed. A copy of these rules and regulations is immediately available to Supplier on request, free of charge.
- b. Furthermore, the supplier must comply with the principles of the UN Global Compact initiative, which essentially concerns the protection of international human rights, the right to consultation on working conditions, the abolition of forced and child labour, the prohibition of discrimination in the recruitment and employment of staff, responsibility for the environment and the prevention of corruption.
- c. In the event that the Supplier, repeatedly and despite clear instructions, does not comply with the above nor does he show any remedy and/or take appropriate measures to prevent violations in the future, we reserve the right to terminate the Agreement or order with immediate effect.

Article 19. Disputes

- a. Disputes between the parties, including those regarded as such by only one of them, shall where possible be resolved through proper consultation.
- b. If the parties fail to reach a solution, the disputes shall be adjudicated by the competent court in the district in which the Client's company has its registered office.

Article 20. Applicable law

- a. The Agreement, of which these Terms and Conditions of Purchase form part, shall be governed exclusively by Dutch law. Foreign legislation and treaties such as the Vienna Sales Convention are excluded.

Article 21. Applicability Article 21 and following articles

- a. These supplementary conditions apply to all requests, offers and Agreements relating to the execution of orders and/or the acceptance of work by the Supplier.
- b. In addition to these supplementary conditions, the preceding provisions of these General Terms and Conditions of Purchase of HYCOM B.V. shall apply to such requests, offers and Agreements, unless they are expressly waived in the supplementary conditions or otherwise.
- c. For the application of these conditions, the term Employees of the Supplier shall also include third parties engaged by the Supplier in the performance of the Agreement(s).

Article 22. Employees, equipment and materials

- a. Employees engaged by the Supplier in the execution of the Agreement shall meet the special requirements set by the Client and, in their absence, the general requirements of professional competence and expertise.

- b. If the Client believes of the Employees are insufficiently qualified, the Client is authorised to order the removal of these Employees and the Supplier is obliged to replace them without delay, with due observance of the provisions of paragraph a of this article.
- c. The Client is authorised to inspect and test all Materials and Equipment to be used by the Supplier in the performance of the Agreement and to identify Employees engaged by the Supplier in the performance of the Agreement.

Article 23. Client's site and buildings

- a. Before commencing the performance of the Agreement, the Supplier must familiarise himself with the conditions at the site and in the buildings of the Client where the work is to be performed.
- b. The Supplier shall ensure that its presence and the presence of its Employees on the Client's site and in the Client's buildings do not impede the undisturbed progress of the activities of the Client and third parties.
- c. Before commencing the performance of the agreement, the Supplier and his Employees must take note of the content of the rules and regulations applicable on the site and in the buildings of the Client, including those relating to safety, health and the environment, and must act accordingly.
- d. Any costs of delay in the performance of the Agreement caused by circumstances referred to above shall be at the expense and risk of the Supplier.
- e. A copy of the aforementioned rules and regulations shall be provided by the Client to the Supplier on request.

Article 24. Payment

- a. The Client shall pay on the proviso that the work has been delivered by the Supplier to the satisfaction of the Client and/or the order has been performed to the satisfaction of the Supplier and after the Supplier has demonstrated at the first request of the Client that he has paid the deployed Employees the amount owed to them.
- b. The Client shall always be entitled to pay to the Supplier the social security contributions, VAT and wage tax, including national insurance contributions, owed by the Supplier in respect of the work performed, for which the Client could be held jointly and severally liable as 'eigenbouwer' (performance of a project without a contract) pursuant to the Wet Ketenaansprakelijkheid (Ultimate Liability Act), by payment into his blocked account within the meaning of the Wet Ketenaansprakelijkheid.
- c. Without prejudice to the provisions of the previous paragraph, Client is at all times authorised to withhold the amounts referred to in the previous paragraph in respect of social insurance contributions, VAT and wage tax, including national insurance contributions, from the contract sum and to pay these amounts directly to the relevant industrial insurance board or the collector of direct taxes on behalf of Supplier.
- d. In the cases referred to in the above paragraphs of this article, the Client shall be discharged from its obligations in respect of Supplier by payment of these amounts.

Article 25. Supplier's obligations

- a. The Supplier is responsible for achieving a good result of the work independently and under his own responsibility, with due observance of the applicable regulations concerning, among other things, safety and the environment.
- b. The work and/or the order must be performed properly and solidly and in accordance with the provisions of the Agreement.
- c. The Supplier must ensure that the work complies with and is carried out in accordance with all relevant laws and regulations and is obliged to observe the provisions of the Collective Labour Agreement applicable to the work.
- d. The Supplier shall himself arrange for the required permits for the work.

- e. Authorised representatives of the Supplier are generally available at the work site during working hours, whereby their absence, replacement and availability shall be organised in consultation with Client.

Article 26. Obligations in respect of the Supplier's Employees and indemnification

- a. The Supplier must:
 - a. Comply with the Dutch Foreign Nationals Employment Act, the Aliens Act, the Allocation of Workforces by Agencies Act, the Anti-Artificial Arrangement Act and the Employment Relations Deregulation Act;
 - b. Have a valid proof of registration with the Tax Authorities, a recent extract from the trade register at the Chamber of Commerce and, if Section 34 (hirer's liability) or Section 35 (ultimate liability) of the 1990 Collection of State Taxes Act (Invorderingswet 1990) applies, the original G account agreement. The Supplier must provide the Client with a copy of these documents before commencing the activities in accordance with the Agreement;
 - c. Before commencement of the work in accordance with the Agreement and in the event of changes to the data during the term of the Agreement, to the extent required and permitted by law, the data as referred to in the Dutch Hirer's, Ultimate Liability and Client Liability of 2004 (implementation regulations for user company, ultimate liability and client liability), including (but not limited to) the names, addresses and residence details; dates of birth; citizen service numbers; type, number and period of validity of valid identity papers; work permits; residence permits; A1 statements and certificates of professional competence of all employees to be employed by him at the Client's premises on the basis of a model to be provided by the Client;
 - d. Before commencing the work, indicate which CLO is applicable and, at the Client's request, provide the pay slips for inspection, as well as comply with the relevant applicable CLO;
 - e. Strictly comply with all its obligations in respect of its Employees;
 - f. At the request of the Client and at least once every quarter, on its own initiative, provide an original statement regarding its payment record with the Tax Authorities, as referred to in the legislation and guidelines adopted with respect to hirer's liability and ultimate liability;
 - g. Maintain a payroll administration in accordance with the prevailing 1964 Wage Tax Act, the 1990 Collection of State Taxes Act, the Healthcare Insurance Act and the Social Insurance (Funding) Act;
 - h. In case an employee qualifies as a self-employed person, to conclude an agreement with this self-employed person according to a model agreement approved by HYCOM and to provide a copy of the signed agreement to HYCOM. The Supplier is responsible for the self-employed person to perform the work according to the agreement;
 - i. Before commencement of the work in accordance with the Agreement, provide the Client with any relevant quality mark or certificate, such as NEN 4001-01 or VCA certificate.
- b. The Agreement will only come into force if all the documents requested in the previous paragraph have been provided to the Client in time.
- c. The Supplier shall indemnify the Client against any fines and/or penalties imposed on the Client and/or third parties as a result of actions and/or omissions of the Supplier and/or subsequent contractors in violation of the Foreign Nationals Employment Act, the Aliens Act and the Workforce Allocation Act.
- d. The Supplier indemnifies the Client against any claims by the tax authorities with regard to wage taxes and turnover tax owed by the Supplier and/or subsequent contractors.



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- e.** The Supplier shall indemnify the Client and hold it harmless against claims from Employees pursuant to the applicable legislation and regulations and/or Collective Labour Agreement and penalties with respect to non-compliance with the applicable legislation and regulations and/or Collective Labour Agreement, including claims from Employees under the Dutch Anti-Artificial Arrangements Act.
- f.** The Supplier is obliged to inform the Client if he wishes to make use of third parties for the performance of the activities, prior to entering into an agreement with these third parties. The Supplier is obliged, prior to entering into an agreement with these third parties, to request them to provide the Supplier with the documents referred to in section a, under a-i of this article and to provide the Client with the Agreement, as well as the documents referred to and the agreement with the third party.