

Section 1. Definitions

In these General Terms & Conditions the expressions with the initial capital letters listed below shall have the following meanings:

- 1.1. Client: The person or legal entity entering into an Agreement with TICECo.
- 1.2. TICECo: TICECo BV, also trading as TICECo Legal Services.
- 1.3. Party or Parties: TICECo and the Client individually or collectively.
- 1.4. Assignment / Agreement: the contract for professional services as referred to in article 7:400 et seq. of the Dutch Civil Code, composed of an agreement or a confirmation of an offer together with these General Terms and Conditions and, where applicable, Additional Terms and Conditions.
- 1.5. Work: All work to be performed by TICECo for the Client in accordance with an Assignment that has been accepted by TICECo and all ensuing work for TICECo.
- 1.6. Minimum Period: The period for which the Agreement is entered into and cannot be terminated by the Client.
- 1.7. Optional Costs: All costs paid or payable by TICECo to third parties in connection with the Assignment, including travel and accommodation expenses.
- 1.8. Fixed Fee: A fixed amount which includes all elements of the Agreement, excluding Optional Costs.
- 1.9. Fees: All fees which are published by TICECo for the provision of the agreed service, excluding Optional Costs.

Section 2. Scope and applicability

- 2.1. These General Terms and Conditions apply to all offers, Agreements, and all other legal relationships between the Parties.
- 2.2. Deviations from and additions to these Terms and Conditions and/or the Agreement are only valid if agreed by Parties in writing. If the Parties agree to deviate from these Terms and Conditions and/or to apply additional terms and conditions, such deviations shall only apply to the specific Assignment for which they were agreed.
- 2.3. These General Terms and Conditions supersede all earlier versions of the General Terms and Conditions.
- 2.4. The applicability of the terms or conditions of the Client is expressly rejected.
- 2.5. The Agreement and these General Terms and Conditions document all agreements between the Client and TICECo concerning the Work to which the Agreement pertains.
- 2.6. The relationship between the Parties is that of independent contractors and nothing in these Terms and Conditions will be construed so as to constitute a partnership, mandate, joint ventures or co-ownership or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party will hold itself out as entitled to do the same. There is no relationship of authority between the Parties.
- 2.7. Parties explicitly do not enter into an employment contract as referred to in article 7:610 of the Dutch Civil Code. The sections 2b and 2c of the Wage Tax Decree of 1965 and 1 and 5 of the Employment Relationship Decree (Decree of 24-12-1986, Stb. 1986, 655) do not apply. This provision applies in full to any director or employee of each Party.

Section 3. Offers, conclusion of – or changes to agreements.

- 3.1. An offer made by TICECo shall be valid for the term specified therein. When no term is stated, an offer shall be valid for 30 days. All offers made by TICECo can be revoked and/or amended by TICECo. Amendments made by TICECo shall be deemed to constitute a new offer.
- 3.2. An agreement is only concluded once the offer and the Terms and Conditions of TICECo has been accepted by the Client and the offer or Agreement have been signed by both Parties and received by TICECo. TICECo reserves the right to deploy its

capacity elsewhere until the date of receipt of the signed Agreement.

- 3.3. The provisions of the Agreement and these Terms and Conditions constitute the entire agreement between the Parties and supersedes all communications, negotiations, representations, and agreements (whether written or oral) of the Parties with respect thereto.
- 3.4. The commencement of Work for a Client implies the acceptance of the General Terms and Conditions and the conclusion of the Agreement.
- 3.5. TICECo reserves the right to refuse execution of an Agreement in part or in full if it is likely that conflicting interests may arise, which is solely to be determined by TICECo. The Client is not entitled to receive any payment for damages or compensation in such cases.
- 3.6. No modification in the Agreement shall be valid and enforceable against TICECo unless provided by a valid written amendment to the Agreement signed by the Client and TICECo.

Section 4. Cooperation by the Client

- 4.1. The Client shall promptly provide TICECo with all data, documents, materials, or access to electronic systems required for the proper execution of the Assignment, in the form and manner determined by TICECo.
- 4.2. The Client ensures that TICECo is informed promptly about all facts and circumstances which could affect the execution of the Assignment.
- 4.3. The Client ensures that all information (such as documents, data, materials, and email messages), received from the Client or from others on behalf of the Client, is correct, complete, and reliable.
- 4.4. The Client shall commit its employees to support the execution of the Agreement by TICECo unless the nature or purport of the Agreement requires otherwise. If employees with specific skills or expertise are required for execution of the Agreement, this shall be specified in the Agreement.
- 4.5. The Client shall not require TICECo to perform any Work which conflicts with applicable law, professional ethics, or the Client's articles of association, policies, and resolutions of any competent body of the Client.
- 4.6. All data, documents, materials, access to electronic systems or other information provided by the Client or third parties instructed by the Client to TICECo, is provided at the expense and risk of the Client.

Section 5. Execution of the Agreement

- 5.1. TICECo shall execute the Agreement independently without the supervision or control by the Client. All instructions or directives by the Client to TICECo with respect to the execution of an agreement, are solely intended for an effective performance of the Work, without interference as to how the Agreement is executed, because this is the exclusive decision of TICECo.
- 5.2. All duties performed by TICECo are an obligation to perform to the best of TICECo's ability, as good practice requires.
- 5.3. All communication between the Parties is in the Dutch or English language.

Section 6. Engagement of third parties

- 6.1. TICECo has the right to engage third parties in the execution of the agreement. The articles 404, 407 section 2 and article 409, Book 7 of the Dutch Civil Code shall explicitly not apply in these situations.
- 6.2. TICECo may, during the term of the Agreement, replace an employee who is assigned to the Assignment, provided that this replacement does not affect the execution adversely. Each replacement shall require the consent of the Client, with the

proviso that Clients' consent is mandatory, unless this is unreasonable.

Section 7. Privacy

- 7.1. TICECo shall process personal data as defined in his Privacy Notice, which constitute part of these General Terms and Conditions.
- 7.2. Depending on the Agreement between the Client and TICECo, TICECo may act as data processor or data controller within the meaning of the General Data Protection Regulation (GDPR).
- 7.3. If and insofar TICECo shall process personal data controlled by the Client, the Parties shall record further arrangements in a data processing agreement.

Section 8. Confidentiality

- 8.1. Parties are not allowed to disclose any confidential information to third parties, unless any law, regulation or juridical - or governmental request requires otherwise. Parties can only authorise each other in writing to disclose confidential information.
- 8.2. Except with the Client's consent, TICECo shall not be entitled to use confidential information provided to it by the Client for a purpose other than that for which it was obtained. This section does not apply if TICECo acts for itself in legal proceedings and where such confidential information may be of importance.
- 8.3. Each Party shall impose any obligation under this non-disclosure clause on third parties which are appointed by that Party.
- 8.4. The Client agrees that TICECo may disclose a brief generic summary of the Work and Clients' name for purposes of TICECo's client portfolio.

Section 9. Intellectual property

- 9.1. TICECo acquires and retains any intellectual property of any model, design, layout, idea, software, copyright, and any other intellectual property right therein created, developed, or used by TICECo in the performance of the Assignment, and anything where the intellectual property rights belong to TICECo or can be enforced by TICECo.
- 9.2. The Client or any auxiliary party, servant or agent instructed by the Client, is explicitly not allowed to disclose, or reproduce anything which is considered intellectual property of TICECo, as meant in section 9.1, without explicit written consent of TICECo.

Section 10. Fees

- 10.1. All Fees and Optional Costs are excluding VAT and other charges prescribed by law.
- 10.2. Any invoice lower than € 75 excluding Optional Costs and excluding VAT, shall be subject to an administration fee of € 25, unless this invoice is merely based on a Fixed Fee.
- 10.3. No discounts apply on Optional Costs or Fixed Fees.
- 10.4. All Fees and discounts are set at the time of acceptance of the offer of TICECo and may be increased by TICECo each year in line with the Dutch services price index (DPI).
- 10.5. Work which is charged at a time-based Fee is rounded up to 5 minutes.

Section 11. Payment

- 11.1. At any time, TICECo may require deposits, advance payment, or other financial guarantees from the Client.
- 11.2. Unless agreed otherwise in writing (e.g. in Additional Terms or the Agreement), Fees and Optional Costs shall be invoiced monthly in arrears. When a file is closed, a final invoice is sent to the Client immediately.
- 11.3. Any invoice of TICECo is due for payment within 15 days after the invoice date, free of all deductions or settlements.

Payments must be made in Euro to a bank account of choice by TICECo and at the Clients' expense.

- 11.4. The Client is not allowed to suspend payment or to invoke the right of setoff. The applicability of Section 7, Title 1 of Book 6 of the Dutch Civil Code is explicitly excluded. The Client is not entitled to omit payment and is not discharged from any payment obligation in case of disputes arising from the services provided by TICECo.
- 11.5. TICECo may immediately suspend its activities for the Client in case of payment arrears, without any default for TICECo as a result thereof.
- 11.6. If any dispute may arise over an invoice of TICECo, the administration of TICECo shall prevail.
- 11.7. If payment is overdue, the Client shall automatically be in default without prior notice. The Client shall owe statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code, as well as judicial collection costs and an immediate extrajudicial collection fee equal to 15% of the principal sum (with a minimum of € 50) per (partially) unpaid invoice.
- 11.8. If an Assignment is granted by or performed for multiple Clients, such Clients shall be jointly and severally liable for payment of the full invoice amount.
- 11.9. All amounts owing or to be owed to TICECo shall, whether or not due for payment, become immediately payable in the event that the Client becomes insolvent, convenes a meeting with its creditors, or enters into an arrangement with its creditors, or makes an Assignment for the benefit of its creditors, or goes into liquidation.
- 11.10. Any payment by the Client will first be applied to settle all interest payable and (legal and other) costs and subsequently those invoice amounts which have been unpaid for the longest period, even though the Client has stated that the payment relates to other invoices.

Section 12. Performance term

- 12.1. Any term in which the work performed by TICECo must be completed, commences after the Client has completed all preparatory actions, including all payment obligations.
- 12.2. Agreed time frames within which the Work is to be completed are only treated as firm dates if there is an explicit agreement to this effect between the Client and TICECo.
- 12.3. Unless it is established that performance will be permanently impossible, the Client may not terminate the Agreement for late performance unless TICECo fails to perform within a reasonable written notice period provided after the expiry of the agreed deadline. Termination shall then be permitted in accordance with Article 6:265 of the Dutch Civil Code.

Section 13. Non-exclusivity

- 13.1. The Client explicitly agrees that TICECo may enter into agreements with – and provide its services to – other Clients.

Section 14. Retention of title

- 14.1. Any delivery by TICECo under the Agreement is subject to retention of title until proper performance of all obligations arising from existing and future Agreements by the Client, including all claims due to activities carried out or to be carried out pursuant to such agreements.
- 14.2. Deliveries in terms of the previous paragraph covered by the retention of title cannot be resold or used as means of payment. The Client is not authorised to use deliveries covered by retention of title as collateral or encumber in any manner.
- 14.3. The Client is required to do anything possible and reasonable within his powers to secure the proprietary rights of TICECo. The Client is required to inform TICECo if the deliveries covered by the retention of title are attached by a third party and inform this third party on the title of retention expressly. Should TICECo

want to exercise its right of ownership, the Client unconditionally and irrevocably authorises TICECo or third parties appointed by TICECo to enter all places where the property of TICECo is located and to repossess that property.

Section 15. Term and termination of the Agreement.

- 15.1. The Agreement is entered into for an indefinite period unless it arises from the contents, nature, or purport of the Agreement that it has been entered into for a definite period of time.
- 15.2. Parties may terminate the Agreement at any time by registered letter subject to a notice period of one full calendar month unless reasonableness and fairness are incompatible with termination or this notice period, or the Agreement is entered into for a definite period, or Parties agreed on a different notice period, or the Agreement is subject to a Minimum Period.
- 15.3. Parties may terminate the Agreement at any time by registered letter without any notice period and without giving reasons if:
 - a) the other Party applies for moratorium;
 - b) the other Party becomes insolvent or goes into liquidation;
 - c) the company of the other Party is winding up;
 - d) a prejudgement attachment is made, or a warrant of execution is attached to a significant part of the movable or immovable assets or other goods belonging to the other Party.
- 15.4. If the Client proceeds to early termination of the Agreement, TICECo shall be entitled for compensation from the Client if TICECo demonstrates loss of capacity utilization or additional reasonable costs incurred as a result of early termination of the agreement.
- 15.5. In all circumstances of (early) termination, TICECo retains the right on payment of all work performed for the Client or Optional Costs, irrespective of whether these were billed.
- 15.6. Either Party is entitled to immediate termination of the Agreement without any judicial intervention, if the other Party is materially in breach of its obligations and, after being notified in writing, remains in default after 15 working days after the notice date.
- 15.7. If a Party terminates the Agreement in accordance with paragraphs 15.3 or 15.6, the terminating Party is not liable to pay any compensation to the other Party.

Section 16. Contract takeover / indemnification.

- 16.1. The Client is not allowed to transfer (any obligation of) the Agreement to third parties, unless TICECo expressly agrees. TICECo is entitled to attach conditions to a permission. The Client commits to impose all relevant (payment) obligations arising from the Agreement and these Terms & Conditions. At all times the Client remains liable for any obligation arising from the Agreement and the Terms and Conditions unless Parties agree otherwise.
- 16.2. The Client shall indemnify and hold harmless TICECo, from and against any claim from third parties (including TICECo's employees and third parties appointed by TICECo), including, but not limited to, all costs for legal assistance, judicially and extrajudicially (notwithstanding article 237 of the Dutch Code of Civil Procedure), to the extent these claims arise out of or result from any circumstance which can be imputed to the Client, its staff, employees or auxiliary person, servant or agent appointed by the Client.

Section 17. Liability

- 17.1. TICECo will carry out its activities to the best of its ability and shall observe the appropriate and required duty of care with due observance of the relevant legislation and (professional) regulations.
- 17.2. TICECo does not warrant any result under an Assignment.

- 17.3. Liability for any damage as a result of (temporary) suspension of activities by TICECo caused by payment arrears of the Client is explicitly excluded. Any additional costs incurred as a consequence of the resulting delay will be entirely at the expense of the Client.
- 17.4. TICECo is not liable for consequential losses, indirect losses, loss of profits or lost savings, incurred as a result of non-, late, or defective performance by TICECo.
- 17.5. A series of related attributable failure(s) count as a single attributable failure.
- 17.6. TICECo shall not be liable for damage or losses that are the result of a mistake being made as a result of incorrect or incomplete information provided by or on behalf of the Client.
- 17.7. If the Client demonstrates that it has sustained direct losses directly resulting from (a series of related) attributable failure(s) in the execution of the Agreement and which would have been avoided if TICECo had applied the required degree of caution, TICECo shall be liable limited to the amounts set out in paragraphs 17.8 and 17.9.
- 17.8. The liability of TICECo shall be limited to the total sum of billed Fees to the Client, excluding Optional Costs, over the two (2) months preceding the event, capped at the total amount billed for the relevant Assignment up to that date.
- 17.9. Any liability on the part of TICECo is restricted, subject to due observance of the above limitations, to the amount covered by TICECo's professional indemnity insurance.
- 17.10. Without prejudice to article 6:89 of the Dutch Civil Code, all rights to take action against TICECo on any grounds whatsoever in respect of the performance of activities by TICECo, together with any other powers that may be available to the Client in this respect, shall in any case expire one year after the date on which the Client became or could have become aware of the existence of these rights and powers.

Section 18. Force majeure

- 18.1. Neither Party shall be liable for any delay in performing or failure to perform any of its obligations under the Agreement if such a delay or failure is caused by circumstances beyond the reasonable control of the Party so delaying or failing. Such Party shall be entitled to a reasonable extension of time for the performance of such obligations. Force majeure includes, but is not limited to, illness or incapacity of key personnel or third parties engaged by TICECo, as well as a general lack of materials or services required to perform the Agreed Work.
- 18.2. In the event that TICECo is prevented by force majeure from completing its obligations under the Agreement, TICECo may, without any obligation pay compensation to the Client and without prejudice to other rights to which TICECo is entitled, terminate the Agreement without any judicial intervention.

Section 19. Waivers, conversion, survival

- 19.1. Failure of TICECo to enforce any right or power under the Agreement shall not be deemed a waiver for – or limitation of this right or power. Any waiver to any provision in the Agreement shall be deemed invalid if this waiver is not agreed in writing.
- 19.2. If and insofar as it is not possible on the grounds of reasonableness and fairness or the unreasonably onerous nature to seek recourse to a provision of these General Terms and Conditions, the contents and purport of such provision shall be interpreted in such a way that, while remaining as close as possible to the original, allows recourse to be made.
- 19.3. Any clause in the Agreement explicitly or implicitly intended to remain unimpaired after termination of the Agreement, shall subsequently be in full force and have binding effect upon Parties.

Section 20. Miscellaneous

- 20.1. No addition to or modification of these Terms and Conditions shall be binding upon the Parties unless agreed in writing and signed by a duly authorised representative of each of the Parties.
- 20.2. Any use of words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.
- 20.3. If any provision in the Agreement and provision in the Terms and Conditions is contradictory, the provision in the provision in the Agreement supersedes the provision in the General Terms and Conditions.
- 20.4. If any provision of these Terms and Conditions or the Agreement is held by any competent authority to be void or invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby. TICECo will replace the invalid provision with a provision that is valid and of which the legal consequences, having regard to the content and purport of these Terms and Conditions, correspond as far as possible with those of the replaced provision.
- 20.5. These Terms and Conditions are construed in accordance with and shall be governed by and interpreted in accordance with the laws of The Netherlands exclusively.
- 20.6. Parties agree that all actions and/or proceedings arising under or in connection to these Terms and Conditions or any Agreement shall be brought in first instance exclusively before the competent court in the district of North Holland, The Netherlands (location Haarlem).
- 20.7. If a difference in meaning may exist between the Dutch-language version of these Terms and Conditions ("Algemene Voorwaarden") and this translation, the Dutch-language version shall prevail.