

GENERAL PURCHASE CONDITIONS OF LOOK4CONTRACT BV: JAN 2019

Article 1 General

- 1.1 These conditions apply to all tenders, work activities, offers and agreements between LOOK4CONTRACT and Supplier/Contractor.
- 1.2 The application of general terms and conditions of the Supplier/Contractor will be rejected.
- 1.3 If one or more provisions in these general terms and conditions at any moment in time become wholly or partially null and void or are voided, the other provisions in these general terms and conditions will remain fully in effect. LOOK4CONTRACT and the Supplier/Contractor shall then consult with each other to agree new provisions to replace the null and void or voided provisions. In doing so, the purpose and meaning of the original provisions will be observed as much as possible.

Article 2 Offers and tenders

- 2.1 All offers and tenders from Supplier/Contractor shall be valid for the duration of 30 days, unless it has been agreed upon in writing that the offers and tenders are without a restricted validity.
- 2.2 The prices referred to in an offer or tender are excluding VAT and including other government levies, any costs to be incurred in the context of the agreement (which shall include travel and accommodation expenses, shipping costs and administrative costs), unless otherwise agreed upon in writing.

Article 3 Delivery deadlines, execution and amendment of the agreement

- 3.1 The agreement concerns an obligation to achieve a result on the part of Supplier/Contractor.
- 3.2 The delivery deadline is a final deadline.
- 3.3 Supplier/Contractor shall be bound to make a timely enquiry at LOOK4CONTRACT after all information, which it knows to be or should have known to be required for the execution of the assignment. If Supplier/Contractor does not request (additional) data from LOOK4CONTRACT, it shall be considered to have the proper data at its disposal to be able to execute the assignment.
- 3.4 LOOK4CONTRACT is authorised to have the agreement executed in different phases.
- 3.5 If the agreement is executed in phases, LOOK4CONTRACT may suspend payment for the execution of those parts of the agreement that belong to a following phase, until it has approved the results of the preceding phase in writing.
- 3.6 Amendments to an original assignment through the actions of Supplier/Contractor may affect the agreed upon time planning and the costs of execution. The additional costs arising from this shall be borne by Supplier/Contractor. LOOK4CONTRACT shall notify Supplier/Contractor of the additional costs, as soon as these are known.

Article 4 Obligations Supplier/Contractor

- 4.1 The Supplier/Contractor shall execute the Agreement as an independent entrepreneur.
- 4.2 Supplier/Contractor shall notify LOOK4CONTRACT forthwith and in writing (and if applicable the third party it engages to perform the work activities) of circumstances that may have as a consequence that the work activities can no longer be carried out in the capacity of an independent entrepreneur, but under an employment relationship. In such case, LOOK4CONTRACT shall have the right to terminate the agreement with immediate effect, without the obligation to provide compensation for damages and costs that may arise in any which way for Supplier/Contractor.
- 4.3 Supplier/Contractor (and, if applicable, the third party it engages to perform the work activities) shall not be allowed to conclude agreements in any which way with third parties on behalf of LOOK4CONTRACT, or else present itself as authorised signatory, employee or agent of LOOK4CONTRACT to third parties, in breach of which, Supplier/Contractor shall upon first request from LOOK4CONTRACT indemnify same from all claims and receivables arising from this.

- 4.4 If Supplier/Contractor (and, if applicable, the third party it engages to perform the work activities) fails to comply with its obligations, fails to fully comply with its obligations and/or fails to comply with its obligations in time, LOOK4CONTRACT shall be entitled to suspend its (payment) obligations and/or withdraw the assignment, without further notification or further notice of default. Moreover, in such cases LOOK4CONTRACT may call Supplier/Contractor to account for all damages it has incurred and/or is yet to incur.
- 4.5 Supplier/Contractor is bound to obtain adequate insurance for all the risks relating to the work of the Interim Professional – subject to an insurance amount of at least €2.5 million per incident – in which connection, he will always obtain a regular third-party Business liability insurance. Supplier/Contractor is also obliged to obtain a suitable Professional liability insurance with a minimum coverage of €1 million per incident. Supplier/Contractor will send LOOK4CONTRACT a copy of the policy before the first invoice is due. If required LOOK4CONTRACT can provide this insurance for an additional cost of €0.50 per hour (if hourly rate) or €4.00 per day (if daily rate).
- 4.6 Supplier/Contractor shall see to proper, timely and complete declaration and payment of all taxes payable relating to Supplier/Contractor and shall indemnify LOOK4CONTRACT from any liability pertaining thereto.
- 4.7 In view of the recipient's liability, every quarter Supplier/Contractor shall submit to LOOK4CONTRACT (i) a statement from an external registered accountant, or else (ii) copies of declarations, assessments and receipts from which it is evident that Supplier/Contractor has complied with its tax obligations, including, but not limited to those in connection with the Dutch Placement of Personnel by Intermediaries Act (WAADI), (iii) G-account, (iv) A1 certificate and all appurtenant documents such as proof of employment and relevant travel documentation.
- 4.8 If Supplier/Contractor fails to comply with the obligations arising from the aforementioned articles 4.6 and 4.7, LOOK4CONTRACT shall be authorised to deduct the taxes in question from the invoices of Supplier/Contractor and surrender same direct to the Dutch Tax Authorities.

Article 5 Termination of the agreement

- 5.1 LOOK4CONTRACT shall be authorised to terminate the agreement in the event that:
- Supplier/Contractor (and, if applicable, the third party it engages to perform the work activities) fails to comply, fails to fully comply or fails to comply in time with the obligations arising from the agreement;
 - after the conclusion of the agreement, LOOK4CONTRACT learns of circumstances which give good grounds for fearing that Supplier/Contractor (and, if applicable, the third party it engages to perform the work activities) will not comply with its obligations;
 - the assets of Supplier/Contractor are seized, or else if Supplier/Contractor is granted a suspension of payments, or else if Supplier/Contractor has been declared bankrupt.
 - Contractor or Interim Professional of Supplier does not pass the PES (pre employment screening) or refuses the mandatory bankers oath (when applicable)
- 5.2 If the agreement is terminated, the claims from LOOK4CONTRACT on Supplier/Contractor will be immediately due and payable.
- 5.3 If LOOK4CONTRACT proceeds to termination it will in no way be liable for compensation of damages and costs incurred by Supplier/Contractor, in whichever form, as a result of this termination.

Article 6 Termination of agreement by LOOK4CONTRACT

If the client of LOOK4CONTRACT cancels or terminates the agreement between parties, then LOOK4CONTRACT will be authorised to immediately terminate the agreement with Supplier/Contractor. In such case, Supplier/Contractor will only be entitled to compensation for performances already delivered. In case parties have agreed upon an hourly rate, the remuneration will amount to the number of hours already worked multiplied by the hourly rate.

Article 7 Payment

- 7.1 The payment term is not a fatal deadline.
7.2 Supplier/Contractor, or else the third party it engaged, shall not be authorised to suspend its obligations and/or proceed to set-off.

Article 8 Claims

LOOK4CONTRACT shall be authorised to claim for shortcomings within a term of 30 days after said shortcomings become known, or else might have been known.

Article 9 Confidentiality

- 9.1 Parties shall be obliged to maintain confidentiality concerning all privileged information obtained from each other within the framework of the agreement. Information shall be considered privileged when it has been noted as such by the other party, or if this follows from the nature of the information. The party receiving privileged information shall use this solely for the purpose that it has been provided for.
9.2 If and in so far as applicable, Supplier/Contractor shall impose the aforementioned provisions from article 9.1 on the third party it engaged.

Article 10 Liability

- 10.1 LOOK4CONTRACT shall not be liable for damages of whatever nature, arising from it operating on the basis of incorrect and/or incomplete data provided by or on behalf of Supplier/Contractor.
10.2 With the exception of intent or gross negligence from LOOK4CONTRACT, or one of its senior officials, it will only be liable for direct damages and the compensation will in all cases be limited to the amount paid out by its liability insurer plus the excess. If no payment is made and LOOK4CONTRACT should as yet be liable, the compensation will be limited to no more than € 50,000.-.
10.3 Supplier/Contractor indemnifies LOOK4CONTRACT upon first request and forthwith against all claims
LOOK4CONTRACT receives from the client (who has commissioned LOOK4CONTRACT for the service in question), in connection with the service performed by Supplier/Contractor (and, if applicable, by the third party it engaged to perform the work activities), which shall include the costs for legal aid.
10.4 Upon first demand from the client of LOOK4CONTRACT, the Supplier/Contractor shall be obliged to repeat the work activities, or else to carry out repairs on any defects in connection with these work activities, at its own expense and risk. Should it be deemed, by the client of LOOK4CONTRACT, that it is not possible for these work activities to be carried out again or else for repairs to be carried out, the client of LOOK4CONTRACT shall have the choice to:
a. terminate the Agreement with immediate effect and have the work activities carried out by a third party at the expense of the Supplier/Contractor.
b. terminate the Agreement with immediate effect and claim compensation from the Supplier/Contractor.
10.5 All rights of claim and other rights (for whatever reason) by Supplier/Contractor towards LOOK4CONTRACT must be received by LOOK4CONTRACT in writing within three months from the moment these arise, or else from the moment Supplier/Contractor becomes aware of, or should reasonably have been aware of these, subject to forfeiture.
10.6 All invoices and/or claim for remuneration must be received by LOOK4CONTRACT within three months of the services being performed or the expenses being incurred. Invoices for services or expenses received after this fatal term will not be processed or paid.

Article 11 Intellectual property right

- 11.1 LOOK4CONTRACT is, or else becomes the sole entitled party of all existing and future rights of intellectual property (which shall include, but not be restricted to copyrights) vested in or arising from the agreement.

- 11.2 Supplier/Contractor guarantees to respect intellectual property rights from third parties and indemnifies LOOK4CONTRACT from claims by third parties towards LOOK4CONTRACT in connection with any (alleged) breach thereof by its employees (and third parties it engaged).
- 11.3 LOOK4CONTRACT has the right to use the knowledge it obtained in connection with the execution of an agreement for other purposes as well, in so far as no strictly confidential information from Supplier/Contractor is disclosed to third parties in doing so.
- 11.4 If applicable, Supplier/Contractor shall impose the provisions as referred to in the aforementioned articles 11.1 up to and including 11.3 on the third party it engaged.

Article 12 Non-solicitation clause

- 12.1 Without explicit advanced written approval from LOOK4CONTRACT, during the course of the agreement and up to six months following its termination (for whatever reason), Supplier/Contractor shall not be allowed to (in)directly perform work activities of a similar nature to the work activities provided by LOOK4CONTRACT, or have them performed for (former) clients of LOOK4CONTRACT, of which Supplier/Contractor is aware, or else should reasonably have been aware that LOOK4CONTRACT conducted/conducts business with or maintains relations with.
- 12.2 If applicable, Supplier/Contractor shall impose the provisions as referred to in the aforementioned article 12.1 on the third party it engaged.

Article 13 Company property

All items pertaining to LOOK4CONTRACT and its activities, or else the client of LOOK4CONTRACT and its activities, that are provided to Supplier/Contractor pursuant to the Agreement and items the Supplier/Contractor, pursuant to its activities, has under its control and/or has the use of, respectively, must be returned on first request (in any case at the end of the Agreement) to LOOK4CONTRACT and/or the client of LOOK4CONTRACT.

Article 14 Penalty clause

In case of a breach of an obligation from article 9 and/or 12 and/or 13 of these general terms and conditions by Supplier/Contractor (and, if applicable, by the third party it engaged to perform the work activities), Supplier/Contractor shall be liable to pay LOOK4CONTRACT an immediately due and payable penalty, which is not subject to mitigation, of €50,000.- per breach which will be increased by €5,000.- for each day or part thereof that the breach continues, without prejudice to the right of LOOK4CONTRACT to claim full compensation for damages in lieu of the penalty.

Article 15 Personal Data Protection Act

- 15.1 Supplier/Contractor declares to comply with the laws and regulations pertaining to the protection of personal data and indemnifies LOOK4CONTRACT from any claims from third parties relevant thereto.
- 15.2 If applicable, Supplier/Contractor shall impose the provisions as referred to in the aforementioned article 15.1 on the third party it engaged.

Article 16 Applicable law and disputes

All legal relations between LOOK4CONTRACT and Supplier/Contractor shall only be governed by Dutch law. Only the District Court of Amsterdam is authorised to take cognizance of disputes between parties.