



## PRIMANED B.V. – GENERAL TERMS AND CONDITIONS

### I) GENERAL

#### 0. Definitions

The following terms bear the meaning assigned to them for the purposes of these general terms and conditions:

<b>Primaned:</b>	Primaned B.V., having its place of business at Barbizonlaan 55 in (2908 ME) Capelle a/d IJssel, the Netherlands, registered in the commercial register under Number 24461971;
<b>Client:</b>	a natural person or legal entity that has given Primaned an undertaking in connection with an engagement for the provision of Services and/or contracting for work (or arranging for this to be done), or that is conducting negotiations with Primaned for this purpose, alternatively a party to whom Primaned has issued a quotation or some other offer;
<b>Services:</b>	services that are to be provided and/or work that is to be carried out, which Primaned has given a Client an undertaking to effect;
<b>Engagement:</b>	an engagement pursuant to which Primaned gives a Client an undertaking to arrange for the work which it has been contracted to do to be carried out under its management or supervision or any other party whom it designates subject to the provisions of these terms and conditions;
<b>Staff Member:</b>	a natural person who works for or for the benefit of a Primaned Client pursuant to an employment contract with Primaned in relation to an Engagement;
<b>Fee:</b>	payment which a Client owes Primaned pursuant to an Engagement;
<b>Agreement:</b>	an agreement which Primaned and a Client enter into with each other pursuant to an offer and its acceptance, which sets out the relevant Engagement in greater detail.

### 1. OFFERS AND AGREEMENTS

- 1.1. These general terms and conditions shall govern all offers and Agreements pursuant to which Primaned provides a Client with Services (of any nature whatsoever), even where such Services are not set out (or not set out in greater detail) in these terms and conditions.
- 1.2. The application of a Client's terms and conditions governing procurement or otherwise is explicitly rejected.
- 1.3. In the event that any provisions of these general terms and conditions are void or are nullified, their remaining provisions shall continue to apply in full and Primaned and the relevant Client shall enter into consultation with each other for the purposes of agreeing on new provisions to replace the void or nullified ones, ensuring that the purpose and purport of the void or nullified provisions are approximated as far as possible.
- 1.4. All offers shall be free of obligation unless the relevant offer explicitly stipulates otherwise in writing. The same shall apply with respect to the nature of any information which is supplied along or in connection with an offer. Unless explicitly stipulated otherwise by Primaned, an offer shall be valid for



thirty (30) days, following which it shall irrevocably cease to apply and may no longer be relied upon. Primaned shall always be entitled to revoke an offer that it has made.

- 1.5. An Agreement shall be concluded by virtue of Primaned giving written notice of confirmation of the relevant Client's consent to an offer or quotation. A notice of confirmation shall be binding in respect of the scope of Primaned's obligations. Furthermore, an Agreement shall be deemed to have been concluded once Primaned starts to provide the relevant Services at the Client's request.
- 1.6. Any offer, arrangement or undertaking or the like agreed to with staff shall only be valid in so far as confirmed in writing by a person entitled to do so on Primaned's behalf. In this respect, a Client shall have a duty to ascertain whether any Primaned's issue or stipulation of an offer, arrangement or undertaking has been effected by a person entitled to do so on its behalf.

## 2. PRICES AND PAYMENT

- 2.1. Any prices that are mentioned shall be stated exclusive of value added tax (VAT) and any other charge or withholding that is levied by a public authority or otherwise. Unless otherwise agreed to explicitly in writing, any rates that are mentioned shall be exclusive of travel and accommodation expenses, installation and assembly costs, as well any other expenditure incurred in connection with the performance that is rendered. Any rates that are mentioned shall apply in respect of normal working days, which are deemed to include Mondays to Fridays (between 8 am and 5 pm). Recognised Dutch public holidays mentioned in the General Extension of Time-limits Act [*Algemene Termijnenwet*] shall not be deemed to constitute normal working days.
- 2.2. In the case of an Agreement providing for a Client's payment of periodically due amounts, Primaned shall be entitled to adjust its applicable prices and rates by means of a written notice subject to a term of notice of no less than three (3) months.
- 2.3. Cost price determining factors, such as foreign exchange rates or import duties may change, in which case Primaned shall be entitled to adjust its prices accordingly. Primaned shall in all cases be entitled to issue a Client with a written notice for the purposes of adjusting the agreed prices and rates for any Service or other performance that is, in accordance with the schedule or agreement, to be effected at a time which is no less than three (3) months after the date of that notice..
- 2.4. Should a Client decline to consent to an adjustment of prices and rates of which Primaned has given notice as provided for in Article 2.2 or 2.3, the Client shall be entitled to cancel the relevant Agreement in writing within seven (7) working days following the notice referred to in those articles, effective on the date mentioned in Primaned's notice as that on which the price and rates adjustment is scheduled to come into effect, or to rescind the Agreement.
- 2.5. A Client shall pay all invoices in accordance with the terms of payment specified on the relevant invoice. In the absence of any specific conditions a Client shall effect payment within thirty (30) days after the relevant invoice date.



- 2.6. Primaned shall be entitled to require a Client to tender security at any point in time. Furthermore, before it starts to execute an Agreement, Primaned shall be entitled to require payment in advance from the relevant Client. In both of the aforementioned cases Primaned shall be entitled to suspend its work (in the broadest sense of the term) until its request has been acceded to.
- 2.7. Should a Client fail to pay any amount due by the agreed deadline, they shall be liable to pay Primaned interest at the legally stipulated commercial rate plus two (2) percentage points on the outstanding sum every month or part thereof without the need for any notice of default. In the event that the Client again fails to pay the amount due after being notified that they are in default, the relevant claim may be outsourced, in which case, in addition to the overall sum that is due at the time (comprising the relevant invoiced amount and any interest due), the Client shall also be liable to pay any judicial and extrajudicial debt collection and other expenses in full, the value of which shall be set at no less than 15% of the overall sum subject to a minimum of €500.00.
- 2.8. Any claim that a Client has shall not suspend their financial obligations.

### **3. DELIVERY TIMES**

- 3.1. Any deadline (for delivery or otherwise) cited by Primaned shall be deemed to have been decided on to the best of its knowledge based on the information known to it at the time when the relevant Agreement was concluded, and shall be observed as far as possible; the mere failure to meet a deadline (for delivery or otherwise) shall not result in Primaned being in default. Under no circumstances shall a stipulated deadline be material. Primaned shall not be bound by a deadline (for delivery or otherwise) which it is no longer able to meet due to circumstances beyond its control that occur after the relevant Agreement has been concluded.

### **4. FORCE MAJEURE**

- 4.1. Neither party shall have the duty to comply with any obligation where they are prevented from doing so as a result of force majeure. Force majeure is also deemed to refer to non-culpable non-compliance on the part of Primaned's suppliers.
- 4.2. Where a situation of force majeure lasts longer than ninety (90) days, the parties shall be entitled to cancel the relevant Agreement by means of a written notice to this effect. Whatever performance has already been effected pursuant to the relevant Agreement shall be settled proportionately and the parties shall not owe each other anything else.



## 5. CLIENT'S ASSISTANCE

- 5.1. A Client shall ensure the timely provision to Primaned of all data or information that is useful or is required for the purposes of executing the relevant Agreement and shall provide every assistance.
- 5.2. A Client shall be responsible for the use and application of any Services provided by Primaned in their organisation, as well as for controls, security procedures and adequate systems administration.
- 5.3. Where it is agreed that a Client is to make software, materials or data available on media, it or they shall comply with the specifications required for the purposes of carrying out the relevant work.
- 5.4. In the event that any information required for the purposes of executing an Agreement is not supplied to Primaned, or not on time or in accordance with any arrangements, or should the relevant Client fail to comply with their obligations in some other way, Primaned shall be entitled to suspend the execution of that Agreement and to charge for any costs incurred as a result in accordance with its normal rates. Where Primaned has given a Client a written deadline for obtaining the data referred to in the first sentence of this article, and the Client fails to observe that deadline, Primaned shall be entitled to terminate the relevant Agreement with immediate effect. In this case the Client shall be liable to pay Primaned for any work that it has carried out or costs which it has incurred subject to a minimum of 25% of the value of the relevant Agreement or Engagement.
- 5.5. In the event that Primaned's staff carry out work on a Client's site, the Client shall provide any facilities which may be reasonably required by those staff, such as a workspace containing telecommunications facilities where applicable, free of charge. A Client shall indemnify Primaned against any claim made by a third party – which is deemed to include Primaned's staff – who suffers a loss in connection with the execution of the relevant Agreement, which loss is due to an act or omission on the part of the Client or an unsafe situation within the latter's organisation. A Client shall ensure that the site or workspace within which Primaned's staff work complies with any legally stipulated health and safety requirements, such as those stipulated in the legislation governing workplace health and safety (ARBO-wetgeving).

## 6. TERM AND TERMINATION OF AN AGREEMENT

- 6.1. Where an Agreement governs the periodic or otherwise regular provision of Services, it shall be concluded for a term agreed to by the parties, in the absence of which a term of one (1) year shall apply. The term of an Agreement shall be tacitly renewed for the original term at a time, unless the relevant Client or Primaned cancels the Agreement in writing subject to a term of notice of three (3) months before the expiry of the current term.
- 6.2. Either party shall only have the power to cancel the relevant Agreement in the event that the other party culpably fails to comply with its material obligations pursuant to the Agreement after being given proper, written notice in as much detail as possible that it is in default and a reasonable period of time is stipulated for it to remedy such non-compliance.
- 6.3. Where an Agreement which will not terminate upon its completion by virtue of its nature and substance is concluded for an indefinite term, either party may cancel it in writing citing reasons for doing so following close consultation. In the event that the parties have not explicitly agreed to a term of notice, a



reasonable term of notice of no less than three (3) months shall be observed. Under no circumstances shall the parties be liable for any compensation pursuant to cancellation.

- 6.4. Primaned may cancel or rescind all or part of an Agreement with immediate effect by means of a written notice in the absence of any notice of default or judicial intervention in the event that the relevant Client is granted a moratorium on payments which is provisional or otherwise, an application is filed for their bankruptcy or their business is liquidated or discontinued other than for the purposes of restructuring or merging businesses. Under no circumstances shall Primaned be liable for any compensation pursuant to such cancellation or rescission.
- 6.5. In the event that at the time of cancellation as provided for in Article 6.2 a Client has already received Services or any other performance for purposes of executing the relevant Agreement, such Services or performance and any associated financial obligation shall not be the subject of such restoration of the status ante quo, unless Primaned is in default of performance in respect of those Services or other performance. Any amount for which Primaned has issued an invoice prior to such cancellation or rescission in connection with what it has already done or supplied for the purposes of executing the relevant Agreement, shall remain payable in full and shall fall due immediately at the time of cancellation subject to the provisions of the foregoing sentence.

## **7. CONFIDENTIAL INFORMATION AND EMPLOYMENT RESTRICTION CLAUSE**

- 7.1. Each party warrants that it will not disclose any information of a confidential nature which it receives from the other party before and after the relevant Agreement has been concluded. Information shall at any rate be deemed to be confidential, if either party designates it as such. 'Confidential information' is not deemed to refer to any information which is in the public domain at the time of its disclosure or is subsequently disclosed in the absence of any involvement on the part of the recipient party.
- 7.2. In the event that a Client acts in breach of the provisions governing confidential information (also set out in Article 7), they shall be liable to pay Primaned a penalty, payable immediately and not susceptible of mitigation, of €10,000.00 for every breach subject to Primaned's entitlement to recover the loss that it has actually suffered from the Client.
- 7.3. Throughout the term of an Agreement and also for one (1) year after its termination, either party may only employ or arrange for any of the other party's staff involved in the execution of the Agreement to work for them directly or indirectly in some other way after the other party consents to this in writing. The aforementioned consent shall not be withheld on unreasonable grounds.



- 7.4. In the event that a Client acts in breach of the provisions of the foregoing clause of this article and after they are given notice of default affording them a remediation period of five (5) days within which to remedy such breach, they shall forfeit a penalty, payable with immediate effect, of €5,000.00 for every day (or part thereof) during which such breach persists, which is deemed to include the aforementioned period of five (5) days.

## **8. RISKS**

- 8.1. A Client shall be responsible and liable for the use, security and appropriate application in their organisation of any Services provided by Primaned and any other performance, as well as for any corruption or loss of documents and information of its own or any entrusted to the Client.

## **9. PRIMANED'S LIABILITY AND INDEMNIFICATION**

- 9.1. Primaned shall accept its legal liability to provide compensation in so far as this is evident in accordance with this article.
- 9.2. The overall liability of Primaned on the grounds of its culpable failure to comply with the relevant Agreement shall be confined to payment of any direct loss subject to a maximum equivalent to the price stipulated for that Agreement (excluding VAT). Where the relevant agreement is primarily a continuing performance contract with a term in excess of one (1) year, the stipulated price shall be deemed to comprise all of the relevant payments (excluding VAT) stipulated for one (1) year. Nevertheless, under no circumstances shall the overall compensation for direct loss amount to more than any sum or sums which Primaned's liability insurer pays out. 'Direct loss' is only deemed to refer to:
- (a) any reasonable costs which a Client would be required to incur to ensure that Primaned's performance corresponds to the Agreement in question. Nevertheless, no compensation shall be provided for such loss in the event that the relevant Client cancels the Agreement;
  - (b) any costs which a Client incurs for being forced to keep its old system or systems in service out of necessity along with any associated facilities as a result of Primaned's failure to effect delivery on a binding delivery date, less any savings due to the delay in delivery;
  - (c) any reasonable expenses incurred for the purposes of determining the cause and extent of a loss in so far as such determination pertains to a direct loss within the meaning of these provisions;
  - (d) any reasonable costs incurred for the purposes of preventing or limiting any loss in so far as the relevant Client can show that such costs have resulted in a limitation of any direct loss within the meaning of these terms and conditions.
- 9.3. Primaned shall never be liable for any indirect loss, which is deemed to include consequential loss, loss of earnings, foregone savings and any loss due to a disruption of business.
- 9.4. Apart from the circumstances referred to in this Article, Primaned shall not in any way be liable for compensation irrespective of the grounds on which any action to secure such compensation is based.
- 9.5. Primaned shall only be liable on the grounds of a culpable failure to comply with an Agreement, provided that the relevant Client duly notifies Primaned in writing immediately that it is in default,



simultaneously stipulating a reasonable period of time within which to remedy such non-compliance, and Primaned also culpably fails to comply with its obligations after that deadline. The relevant notice of default must contain as detailed a description of the non-compliance as possible, so as to enable Primaned to respond to it appropriately.

- 9.6. The existence of any entitlement to compensation shall always be conditional on the relevant Client notifying Primaned of any loss in writing as soon as possible after it occurs.
- 9.7. In the event that Primaned uses any products, materials, documents or designs supplied by a Client or any other party proposed by a Client for the purposes of carrying out its work, liability shall always be precluded where any loss is due (or is partly due) to their use or any act or omission on the part of such other party.
- 9.8. In derogation from any legally stipulated period of limitation, all claims and defences against Primaned or any other party whom the latter engages for the purposes of executing an Agreement shall be subject to a period of limitation of one (1) year.

## 10. SECURITY AND PRIVACY

- 10.1. A Client shall warrant that all legislation governing data that is to be processed, which, in particular, is deemed to include any regulations stipulated in or promulgated pursuant to the Personal Data Registration Act [*Wet persoonsregistraties*], has been and will be strictly complied with and that all stipulated registrations have been effected. A Client shall provide Primaned with any information in writing which the latter requests in this respect. Primaned shall ensure that recorded personal data is adequately protected in accordance with the state of the art.
- 10.2. A Client shall indemnify Primaned against any claim which another party may file against Primaned on the grounds of a contravention of the Personal Data Protection Act [*Wet bescherming persoonsgegevens*] and/or the legally stipulated retention periods.

## 11. VARIATIONS AND ADDITIONAL WORK

- 11.1. In the event that Primaned, acting at the request or with the prior consent of a Client carries out work or effects any other performance which falls beyond the nature or scope of the agreed Services (the 'Engagement'), the Client shall pay Primaned for such work or performance in accordance with the latter's normal rates. Nevertheless, Primaned shall not have a duty to comply with such a request and may require that a separate written Agreement be concluded for that purpose.
- 11.2. A Client shall be deemed to have consented to the fact that any work or performance referred to in Article 11.1 may have an effect on the agreed or anticipated date on which the provision of the relevant Services is scheduled to be completed and the mutual responsibilities of the Client and Primaned.
- 11.3. In so far as a fixed fee has been agreed to for the provision of the relevant Services and the parties intend to enter into a separate Agreement governing any additional work or performance, Primaned shall inform the Client of the financial implications of such additional work or performance in writing beforehand.
- 11.4. In the event that and in so far as a Client requires the temporary suspension or relocation of any project activities in derogation from the relevant Agreement, the Client shall submit a request to this effect to Primaned as soon as possible. Primaned reserves the right not to consent to any suspension or



relocation sought and to charge the relevant Client for the hours scheduled for the project activities concerned in the case of the staff in question during this period. In principle, no request for a change within two (2) weeks shall be considered.

## **12. EDUCATIONAL PROGRAMMES, COURSES AND TRAINING**

- 12.1. The provisions of these general terms and conditions shall also govern any courses to be given by Primaned and/or on its behalf in so far as this article does not derogate from them.
- 12.2. Any price which Primaned quotes for the attendance of a course shall include a trainer and any course material that is supplied.
- 12.3. Unless agreed to otherwise in writing, courses shall be organised in the Primaned office. Where courses are organised outside Primaned's office, the relevant Client shall be charged for any costs incurred for transport, venue rental, overnight stays and the like. In the event that a course is to be given on a Client's premises, the Client concerned shall be responsible for equipping the venue appropriately. Primaned may assist with the supply of hardware and software.
- 12.4. A course organised at a Client's request shall only be open to the Client's staff, unless the parties have agreed otherwise in writing.
- 12.5. In the event that a Client cancels the attendance of an entire course or part of it within forty-five (45) days of its scheduled commencement, the Client shall have a duty to compensate Primaned for all relevant expenses, loss and interest.
- 12.6. Should a Client request the relocation of a course within forty-five (45) days of its scheduled commencement, it shall still be given on a date that is still to be determined within twelve (12) months after the date on which the relevant Agreement was concluded. Nevertheless, in the aforementioned case the relevant Client shall be liable in full for the costs which Primaned has already incurred or is still to incur for the originally scheduled course. Furthermore, the Client shall also have a duty to pay the full price of the course that is subsequently decided on.
- 12.7. Primaned, its licensors or suppliers shall retain all rights (including copyright) to the course materials which it supplies. No part of those materials may be replicated or publicly disclosed in any other way without the prior written consent of the relevant rightsholder(s).

## **13. GENERAL**

- 13.1. The headings above the articles in these general terms and conditions serve only to facilitate their readability and are not of any significance for the purposes of interpreting the substance and meaning of these terms and conditions.
- 13.2. These general terms and conditions were originally drawn up in Dutch. In the event that there is a difference of interpretation between these terms and conditions and a translated version, the Dutch version shall be authentic and decisive.





## 14. GOVERNING LAW AND DISPUTES

- 14.1. All negotiations, offers, the way in which Agreements are concluded and also their substance and the attendant execution of those Agreements concluded between Primaned and a Client shall be governed by and construed in accordance with the law of the Netherlands.
- 14.2. Should one (1) or more provisions governing legal relations between the parties be null and void, the parties shall be bound by rules which as far as possible approximate their meaning and which are not in danger of being null and void.
- 14.3. Any dispute – which is deemed to include any that one (1) of the parties deems to constitute such – which may arise pursuant to negotiations, an offer, the manner in which an Agreement is concluded, its substance and the attendant execution of any Agreement entered into between Primaned and a Client or any other agreement which may be concluded pursuant to it shall be adjudicated by a competent court of law in Rotterdam, the Netherlands, but not until after proceedings complying with the ICT Mediation Regulations [*Reglement ICT-mediation*] of the Foundation for the Resolution of ICT Disputes [Stichting Geschillenoplossing Automatisering] in The Hague have been conducted and subject to the parties' right to apply for relief in summary proceedings.

### II) SPECIFICALLY PERTAINING TO SERVICES

## 15. PROVISION OF SERVICES

- 15.1. Primaned shall do all in its power to exercise due care when providing Services and, where applicable, shall do so in accordance with any arrangements and procedures recorded in writing with the relevant Client.
- 15.2. In the event that it is agreed that Services are to be provided in stages, Primaned shall be entitled to postpone the commencement of any Services constituting part of a subsequent stage until the Client approves the outcome of the preceding stage in writing.
- 15.3. Primaned shall only have a duty to ensure its compliance with any instructions punctually and responsibly issued by a Client while providing the relevant Services, provided that this has been explicitly agreed to in writing. Primaned shall not have a duty to comply with any instructions which have the effect of modifying or supplementing the nature and extent of the agreed Services. Nevertheless, where such instructions are complied with, compensation shall be provided for the relevant work in accordance with Article 11.
- 15.4. Where an Agreement to provide Services is concluded with a view to having it executed by a specific person, Primaned shall always be entitled to replace that person with one (1) or more other individuals with identical qualifications.
- 15.5. Where Primaned has requested security in accordance with Article 2.6 of these general terms and conditions and/or in the event that a Client fails to comply with their obligations, Primaned shall be entitled to suspend its Services and/or Engagement until the relevant Client has tendered security and/or has complied with their obligations.



## 16. PROVISION OF CONSULTANCY SERVICES

- 16.1. Primaned shall consider any requirements and conditions stipulated by a Client as far as possible when executing the relevant Engagement. Any derogation from such requirements and conditions shall only occur in consultation with the relevant Client.
- 16.2. Primaned warrants that an Engagement will be executed properly. Nevertheless, Primaned shall not be responsible for any information or data supplied by a Client.
- 16.3. The person or persons who will carry out work for Primaned shall be selected in close consultation with the relevant Client.
- 16.4. For the rest, Primaned shall not be liable for any Staff Member who does not appear to satisfy the requirements stipulated by the relevant Client, unless the latter proves that Primaned has been grossly negligent in relation to such selection, in which case Primaned's liability shall be confined to the Fee charged to the Client in connection with the relevant Staff Member. A Client shall submit a complaint in this respect to Primaned within one (1) month after the relevant Staff Member has started to work for the Client. Any complaint which is received after that time shall be inadmissible and the relevant Client shall at any rate bear all of the risks involved should they allow the Staff Member concerned to continue to work.

## 17. WORKING HOURS AND TIMES

- 17.1. A Client and Primaned shall agree on the times when a Staff Member will work for the Client beforehand. A Client shall only be at liberty to agree on different working hours and/or a shorter working time with Primaned's prior consent. A Client shall warrant Primaned that the working hours and times for such Staff will comply with the requirements stipulated by law and any others stipulated by the public authorities.
- 17.2. Under no circumstances may a Client hold Primaned liable in connection with any Staff Member's working hours and times in so far as they have not been agreed to with Primaned in writing.
- 17.3. The time and duration of a Staff Member's holiday leave shall be determined in consultation between the relevant Client, Primaned and that Staff Member.

## 18. LEGAL RELATIONSHIP

- 18.1. A Staff Member shall be subject to Primaned's authority at all times. As such, there shall explicitly be no question of a posting to a Client.



## 19. FEES

- 19.1. A Fee shall be charged on the basis of the amount of work agreed to pursuant to the relevant Engagement. In principle, Primaned shall charge on the basis of part of a day (subject to a maximum of four (4) hours) or an entire working day (subject to a maximum of eight (8) hours).
- 19.2. A Client shall be liable for a Fee for the entire amount of any work agreed to and any overtime hours that have been worked, unless and in so far as the relevant Staff Member has not carried out any work for a reason that falls within the control of that Staff Member or Primaned (which is deemed to include sickness or occupational invalidity on the part of the relevant Staff Member).
- 19.3. Where applicable in relation to an Engagement, overtime shall be designated as such in accordance with Primaned's applicable terms of employment. The following surcharges shall apply in relation to the relevant units of time:  
*25% on Mondays to Fridays;*  
*50% on Saturdays;*  
*100% on Sundays.*
- 19.4. A Staff Member's travelling time may also be covered by a Fee as agreed. Where an Engagement entails that certain work is carried out abroad, the Fee applicable in this respect shall be agreed to separately and confirmed in writing beforehand.

## 20. RATE ADJUSTMENTS

- 20.1. In the event that the work of a Staff Member differs or varies from what was originally agreed to in such a manner that there are grounds for more generous remuneration, Primaned shall be at liberty to adjust the Staff Member's remuneration accordingly.
- 20.2. Any increase in a Staff Member's labour costs shall confer entitlement on Primaned to increase the rate per unit of time for which the relevant Client is liable as of the date of such increase.
- 20.3. Should a Client decline to consent to an adjustment of the rates of which Primaned has given notice as provided for in this article, the Client shall be entitled to cancel the relevant Agreement in writing within seven (7) working days following the notice concerning a rate increase, effective on the date mentioned in Primaned's notice as that on which the rates adjustment is scheduled to come into effect, or to rescind the Agreement.

## 21. TIMESHEETS

- 21.1. Primaned's invoices shall be issued on the basis of timesheets signed by the relevant Client, which shall also be referred to as 'statements of expenditure' and which shall be binding on the Client. A Client shall have a duty to ensure that a timesheet stipulates the correct number of hours worked, any overtime and any other surcharge hours, that any columns which do not apply are crossed out and that the actual costs incurred are truthfully entered.



- 21.2. In the event that there is a discrepancy between a timesheet submitted by a Staff Member to Primaned and the copy retained by the relevant Client, the timesheet submitted to Primaned shall serve as comprehensive evidence of the Fee which is to be stipulated in the invoice concerned subject to proof to the contrary presented by the Client to the effect that the copy which they retain is correct.
- 21.3. Where a Client refuses to sign a Staff Member's timesheet to indicate their consent and/or fails to supply a timesheet which they believe to have been correctly filled in to Primaned themselves within fourteen (14) days after the relevant work, Primaned shall be entitled to make a binding determination of the number of hours worked by the Staff Member in accordance with the latter's report or, in the absence of such a report, based on the agreed amount of work.

## **22. NON-DISCLOSURE**

- 22.1. Primaned shall have a duty towards a Client to ensure that a Staff Member gives Primaned a written undertaking not to disclose anything that comes to their knowledge while practising their occupation or profession whose disclosure they can or must reasonably suspect could harm Primaned and/or the Client.
- 22.2. A Client shall be at liberty to require a separate non-disclosure undertaking from a Staff Member.

## **23. TERM AND TERMINATION OF AN ENGAGEMENT**

- 23.1. As far as possible the term of an Engagement shall be agreed to in the form of a calendar term. Should it be impossible to do this given the nature of the Engagement and/or the work to be performed, the term of the Engagement shall be rendered dependent on the occurrence of a specific future event or the termination of a certain project, and shall be agreed to and recorded in writing as such in advance. The time when an Engagement terminates which is agreed to in this manner (its duration), must be objectively determinable and, where necessary, it must be accompanied by the deadline by when the Engagement is to expire.
- 23.2. An Engagement shall apply throughout the term which is agreed to when it comes into effect and of which Primaned presents the relevant Client with a notice of confirmation. An Engagement may be cancelled within the first four (4) weeks in the absence of any term of notice, unless the relevant Staff Member has already worked for the Client concerned before (through Primaned or in the service of the Client themselves). Upon the expiry of four (4) weeks, a Client may only terminate an Engagement upon payment of the agreed rate per unit of time for the remainder of the original term of the Engagement, unless and in so far as it is possible for Primaned to arrange for the Staff Member to carry out similar work for the purposes of some other Engagement for the remaining term of their employment contract at a similar rate per unit of time or should the employment contract between Primaned and the Staff Member terminate prematurely.
- 23.3. Where the term of an Engagement is rendered dependent on a certain future event or the termination of a specific project in accordance with Clause (1) of this article, the relevant Client shall have a duty to notify Primaned of this in writing immediately or by no later than two (2) weeks before they become aware of when such event is to occur or precisely when the project is to terminate. In the absence of



such timely notice, the Client shall be liable for any harm which Primaned directly or indirectly suffers as a result.

- 23.4. The date of the postmark of the written notice addressed to Primaned shall serve as the date on which the relevant Client gives Primaned notice for the purposes of determining the term of notice upon the termination of the Engagement concerned.
- 23.5. A Client shall not be permitted to arrange for a Staff Member to carry out work other than that agreed to for the purposes of the relevant Engagement without Primaned's consent, especially not where such other work could have an impact on the term of the Engagement.
- 23.6. In all cases in which an Engagement of Primaned terminates, a Client shall also simultaneously notify the relevant Staff Member of its termination.
- 23.7. Notwithstanding the provisions of the foregoing clauses, under no circumstances may Primaned be held liable for any termination that is rendered necessary by virtue of or pursuant to a government directive, even if it only applies in Primaned's case, or for the relevant Staff Member's termination of work carried out for the relevant Client, even where this occurs without observing any term of notice, although Primaned shall nevertheless exercise a reasonable degree of care to ensure that the Client is notified of this as soon as possible and that, if required, another Primaned Staff Member will continue the work in consultation with the Client. In this case a new Engagement shall arise in respect of such other Staff Member, in respect of which this article shall apply separately.

## 24. LIABILITY

- 24.1. Primaned shall not in any way be liable for any harm or loss which its Staff may cause any other party or the relevant Client themselves.
- 24.2. Neither shall Primaned be liable for any any undertaking given by a Primaned Staff Member which binds the relevant Client or which arises in respect of such Staff Member while carrying out work for the Client and which is binding on the Client, the latter's staff or any other party.
- 24.3. A Client shall be liable for and shall indemnify Primaned against any claim made by a Staff Member for compensation for any loss suffered by virtue of an item owned by the Staff Member and used by them for the purposes of the work that they are contracted to perform being damaged.
- 24.4. In the event that and in so far as a Staff Member carries out work under Primaned's management and supervision, Primaned shall have a duty to remedy any default of performance of work for which Primaned or the Staff Member is culpable free of charge (or to arrange for this to be done).
- 24.5. Any liability on the part of Primaned for a loss suffered by a Client shall be confined to direct loss and also to no more than the Fee charged to the Client in connection with the relevant Engagement.
- 24.6. Any liability on the part of Primaned shall at any rate cease to apply by virtue of the expiry of six (6) months after the relevant Engagement has terminated.

Lodged with the Chamber of Commerce in Rotterdam under Number 24461971 (Primaned B.V.) on 25 January 2017.