

## GENERAL TERMS AND CONDITIONS (hiring of third parties)

### Article 1 Definitions

In these general terms and conditions the following terms have the following meanings:

- a. Main: the private company with limited liability: Main B.V., established in (1041 AC) Amsterdam at Petroleumhaven 48, registered in the commercial register of the Chamber of Commerce under number: 37064045;
- b. Contractor: the natural person or legal entity who/which accepts the assignment from Main;
- c. Agreement: the agreement between Main (client) and the Contractor;

### Article 2 Scope

1. These general terms and conditions apply to all offers and tenders from Main as well as to all Agreements between Main and the Contractor, whereby the applicability of any general terms and conditions applied by the Contractor is excluded.
2. Derogation from these general terms and conditions is only possible if this has been agreed in writing in the Agreement between parties. The present terms and conditions also apply to all agreements with the Contractor for the performance of which the Contractor engages third parties with prior approval in writing from Main.
3. The nullity and/or voidability of one or more provisions as included in these general terms and conditions will not affect the legal validity of the other provisions of these general terms and conditions which are not null and void or voidable. At that time, parties will enter into consultation to agree on new provisions to replace the null and void or voided provisions, whereby, if and insofar as possible, the objective and effect of the original provision will be observed.

### Article 3 Coming into effect of Agreements

1. Agreements will exclusively come into effect by means of the signing by Main of an offer from the Contractor, or as the case may be a statement in writing made otherwise by Main, from which it unambiguously appears that Main confirms the (contents of the) assignment provided to the Contractor.
2. The Contractor will be obliged to submit to Main the data requested by Main for the coming into effect of the Agreement, including but not limited to: a valid Declaration of Independent Contractor Status, a valid identity document, a copy of an extract from the

commercial register, a valid SCC diploma, and, if applicable, a valid work permit or a combined permit for the Contractor and the Contractor's contractors, unless parties agree otherwise in writing.

3. Main will, prior to the coming into effect of the Agreement, provide a work permit to the Contractor at the time when all the data/documents requested by Main from the Contractor, as inter alia included in subclause 2 of this article, have been provided, as well as when the Contractor meets the training requirements set by Main.

Agreements will come into effect on the suspensive condition that a work permit has been provided to the Contractor by Main.

4. (Intellectual property rights to) Drawings, technical descriptions, designs and calculations that are or have been submitted by Main to the Contractor, are/remain the property of Main. The Contractor is prohibited from showing these drawings, technical descriptions, designs and calculations to third parties for the purpose of acquiring an offer/tender, for copying, and/or for reproduction. If no assignment is provided to the Contractor by Main, the documents submitted by Main must be returned to Main within 7 calendar days after the request from Main, or as the case may be deleted or destroyed if the documents are of a digital nature.

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#### Article 4 Performance of the Agreement

1. The Contractor will make an effort to perform the Agreement to the best of its knowledge and abilities in accordance with the requirements of high standards, all this in accordance with that which can be expected in the context of the task assigned to the Contractor.

2. During the work, the Contractor will be obliged to keep the entire work and the immediate vicinity clean and tidy and to protect vulnerable parts, and, after the work, to deliver the entire work in a clean condition as is usual in this line of business.

3. Main and the Contractor must at all times inform each other regarding circumstances and developments that the other party must be aware of with regard to the proper performance of the Agreement.

4. The Contractor will be obliged to observe and comply with all legislation and regulations, terms and conditions and provisions, including - but not limited to - building site regulations, the Working

Conditions Act, safety regulations, health and safety legislation, the Environmental Management Act, the Working Hours Act, and the safety regulations of Main. Main will never be liable for damage suffered or to be suffered by the Contractor as a result of non-compliance with the aforesaid legislation and regulations and (safety) provisions. The Contractor indemnifies Main against claims by third parties as a result of non-compliance with the aforesaid legislation and regulations and (safety) provisions.

5. Prior to the commencement of the work, the Contractor must inspect the data, dimensioning, drawings, etc. provided by Main and promptly inform Main of any omissions.
6. The work must be executed on the basis of the data, dimensioning and drawings most recently provided by Main.
7. Following the coming into effect of the Agreement, this will be included by the Contractor in the Contractor's planning. The Contractor will inform Main in advance when the work will be completed.
8. If a period has been agreed for the execution of services, and subsequently further arrangements are made between Main and the Contractor which can have an impact on the term of execution, a new period will be agreed in consultation.
9. The Contractor exclusively has the right to have specific work executed by third parties insofar as Main has provided permission in writing for this purpose. Main will never be liable for damage caused by third parties during the performance of the Agreement. All parties that are engaged by the Contractor fall under the responsibility of the Contractor.

#### Article 5 Amendment of the Agreement/Additional costs

1. Only if the Agreement is amended upon the written request from Main and this amendment entails extra costs for the Contractor will the Contractor have the right to compensation of these extra costs, with due regard to the provisions of subclause 2 of this article.
2. The Contractor will be obliged to notify Main, in advance and in writing by means of a substantiated specification, of extra costs attached to the execution of the extra work, in the absence of which the Contractor will not have any right to payment for this work.
3. Amendments to the Agreements must be recorded in writing.
4. The Contractor is never permitted to charge extra costs if the amendment of or

addendum to the Agreement is the result of circumstances that can be attributed to the Contractor.

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#### Article 6 Price and payment

1. The costs of the services to be provided by the Contractor will be made known in advance by the Contractor to Main in writing and cannot be amended any longer thereafter.
2. The prices or rates applied by the Contractor are always excluding turnover tax and including all additional costs, such as travel, supply and/or disposal costs.
3. In addition to the data required by law, the invoices must also contain the clearly readable amount including and excluding VAT and the order number, in the absence of which Main will not be obliged to pay the invoice amount.
4. The payment terms in the invoices are never final deadlines.

#### Article 7 Liability

1. Main will never be liable for damage suffered by the Contractor in the context of the performance of the Agreement, unless there is intent and/or wilful recklessness on the part of Main.
2. Main will never be liable for damage suffered by third parties, including but not limited to Main's client, as a result of the performance of the Agreement, unless there is intent and/or wilful recklessness on the part of Main.

The Contractor indemnifies Main against damage suffered by third parties as a result of acts/omissions on the part of the Contractor.

3. Insofar as Main is liable for damage, this will only concern direct damage and this liability will be limited to € 100,000 (in words: one hundred thousand euros).
4. Direct damage exclusively includes:
  - a. the reasonable costs incurred in order to establish the cause and the extent of the damage, insofar as this establishing relates to damage within the meaning of these terms and conditions;
  - b. the reasonable costs incurred for the prevention or limitation of damage, insofar as the Contractor demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.
5. Main will never be liable for indirect damage, including consequential loss, lost profit, lost savings, loss due to business interruption, damage caused by or during the execution of the work to goods on which work is executed

or to goods that are situated in the vicinity of the location where work is executed, and damage caused by intent or wilful recklessness on the part of auxiliary persons.

6. The Contractor will be obliged to conclude a statutory liability insurance for at least an amount equal to € 1,000,000 (in words: one million euros). The Contractor will be obliged to submit a copy of the policy to Main upon the first request from Main.

7. The Contractor will be obliged to impose the obligations under this article on its contractors and will be responsible for the fulfilment of these obligations by these contractors.

8. The Contractor will be liable for the income tax and national insurance contributions to be paid by the Contractor.

9. Upon the first request from Main, the Contractor will be obliged to provide Main with a complete and adequate personnel administration and to give insight into the Contractor's records to be submitted in view of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and the Foreign Nationals (Employment) Act.

10. Upon the first request from Main, the Contractor will be obliged to open a G account in view of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.

11. The Contractor guarantees that all third parties engaged by it meet the requirements and obligations included in the Foreign Nationals (Employment) Act (Dutch 'WAV').

12. Parties also expressly agree that the Contractor fully indemnifies Main and will compensate Main for all possible claims by third parties including, but not limited to, the Inspectorate of the Ministry of Social Affairs and Employment (Dutch 'SZW'), the Tax and Customs Administration, the licensing authority and/or the Public Prosecutor or a judicial authority, concerning any financial penalties, incremental penalty payments, compensation payments imposed on the Contractor, and/or amounts claimed under administrative law or criminal law including, but not limited to,

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potentially unlawfully obtained gains (confiscation order) and/or compensation payments on the basis of inter alia, but not limited to, the Foreign Nationals (Employment) Act and/or the Economic Offences Act and/or the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.

13. The Contractor guarantees that all income tax and national insurance contributions to be paid by the Contractor will be paid for the employees employed by the Contractor and/or for the third parties engaged by the Contractor for the execution of the work. The Contractor indemnifies Main in this context against all potential claims by third parties inter alia, but not limited to, on the basis of the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.

14. The Contractor fully indemnifies Main against all claims by third parties, including, but not limited to, an employee and/or third party employed by the Contractor, the Inspectorate of the Ministry of Social Affairs and Employment (Dutch 'SZW'), the Tax and Customs Administration and/or the Public Prosecutor, concerning any payments owed concerning social insurance contributions, contributions, financial penalties and/or taxes concerning the employees of the Contractor, or as the case may be concerning third parties engaged by the Contractor for the execution of the work.

15. Any costs incurred by Main as a result of the aforesaid claims by third parties, including, but not limited to, the costs of legal assistance, must be paid in full to Main by the Contractor.

#### Article 8 Leasing and use of materials

1. The Contractor will be obliged to act with due care with regard to the materials and/or tools made available or leased to the Contractor by Main, in order for the Contractor to return or deliver these goods back to Main in their original condition.

2. If damage to the equipment and/or tools has arisen during the lease period or the period of the making available, or as the case may be materials and/or tools cannot be returned to Main for whatever reason, the Contractor will upon the first request from Main be obliged to promptly pay the new-for-old value to Main, regardless of whether the Contractor can be blamed for this, or as the case may be whether the damage can be attributed to the Contractor.

3. Main will be entitled to set off the payment as referred to in subclause 2 against the agreed payment that must be paid by Main to the Contractor, regardless of whether the payment relates to the execution of the same work.

#### Article 9 (Main) client and business contacts

1. The Contractor is prohibited from, directly or indirectly, on behalf of the Contractor personally or

of third parties, seeking or maintaining business relations with the business contacts of Main, which are in existence at the time of the entering into and during the performance of the Agreement, including, but not limited to, the client of Main concerning the work to be executed by the Contractor.

2. The prohibition in subclause 1 applies during the Agreement between parties and until one year after the end thereof.
3. The prohibition in subclause 1 is limited to business relations concerning the activities, services, work or products whereby direct or indirect competition is or can be created to Main.
4. The prohibition in subclause 1 applies regardless of from whom the initiative for (the entering into of) the business relation ensued.
5. The concept 'business contact' in subclause 1 is not limited to the business contacts of Main with whom the Contractor has (had) contact for the execution of the work. A business contact is taken to mean the natural person, legal entity, or enterprise for whom/which Main has provided services or executed work, or to whom/which Main has delivered goods, in the period prior to and during the performance of the Agreement with the Contractor.
6. Main's administrative records will be considered to be conclusive evidence of the classification of a person or enterprise as a business contact, with the exception of proof to the contrary to be provided by the Contractor.
7. If the Contractor breaches the prohibition in subclause 1, the Contractor must pay a financial penalty to Main.

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The financial penalty amounts to € 5,000 (in words: "five thousand euros") for each breach, plus € 250 (in words: "two hundred and fifty euros") for each day, or a part thereof, during which the breach continues.

The financial penalty will be immediately due and payable, without the requirement of any notice of default or other advance statement within the meaning of Book 6 , article 80 et seq. of the Dutch Civil Code. The financial penalty will be due and payable without prejudice to the other rights of Main under the law or this Agreement, including in any event the right to claim performance of this Agreement and the right to claim compensation on the basis of the law.

Article 10 End of the Agreement

1. The Agreement will end by operation of law through the expiry of the period referred to in the

Agreement or through the completion of the agreed work,  
unless parties agree otherwise in writing.

2. Main may terminate the Agreement with the Contractor with immediate effect, without prejudice to the other rights of Main on the basis of statutory provisions, if:
- a. the Contractor has ceased to exist or is dissolved, is converted into another legal form, or enters into a legal merger or split-off;
  - b. the Contractor's company is terminated or the Contractor's enterprise is transferred to a third party;
  - c. any limited right is established on one or more shares of the Contractor in the capital of a company or attachment is levied thereon, and that right or attachment is not lifted within 30 (thirty) days;
  - d. the Contractor is declared insolvent, a moratorium, whether or not provisional, is granted to the Contractor, due to attachment, placement under guardianship or otherwise, the Contractor loses the free management of or the free power of disposition over the its assets, all this regardless of whether the judicial decision concerned has become irrevocable, or the Contractor has offered a composition to its creditors;
  - e. the Contractor fails in the fulfilment of any obligation ensuing from the Agreement, after Main has given the Contractor notice of default, and also fails in the performance of the Agreement on expiry of a reasonable period (for remedy). For the application of this part, notice of default is every notice from which it unambiguously appears that Main requires performance;
  - f. after the concluding of the Agreement, Main becomes aware of circumstances that provide good grounds to fear that the Contractor will not fulfil the obligations;
  - g. the Contractor no longer meets the requirements of Main on the basis of which a work permit is provided by Main to the Contractor;
  - h. the Contractor no longer has a valid Declaration of Independent Contractor Status and/or a valid SCC diploma and/or a valid work permit or combined permit;
  - i. the Contractor dies,
- without Main being obliged to pay any amount of compensation to the Contractor.

Article 11 Intellectual property rights



All intellectual property rights to works, trade/brand names, logos, domain names, inventions and other items which are used and developed for the purpose of and during the performance of the Agreement are owned by Main.

The Contractor, including the Contractor's employees and all persons affiliated with the Contractor, is/are not entitled to use, copy and/or reproduce these items, unless Main provides permission in writing for this purpose.

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#### Article 12 Indemnity

1. The Contractor indemnifies Main against any claims by third parties who suffer damage related to the performance of the Agreement and the cause of which is attributable to others than Main.
2. If Main might be sued by third parties for that reason, the Contractor will be obliged to assist Main at law and otherwise and to promptly do all that which can be expected from the Contractor in that case. If the Contractor fails to take adequate measures, Main will be entitled to proceed therewith without any notice of default. All costs and damage on the part of the Contractor and third parties arisen through this will be fully at the Contractor's expense and risk.

#### Article 13 Confidentiality

The Contractor will be obliged to maintain confidentiality concerning Main's (company) data, regarding which the Contractor knows or ought to know that this data is confidential and/or that disclosure thereof can be harmful for Main, unless Main has provided prior permission in writing for the disclosure of the data concerned and/or the Contractor is obliged to proceed with disclosure pursuant to the Law.

#### Article 14 Transfer of rights and obligations

1. Main will be entitled to transfer its rights and obligations under the Agreement to a third party, to which transfer the Contractor will provide cooperation in advance.
2. The Contractor will not be entitled to transfer its rights and obligations under the Agreement to a third party, unless Main has provided permission in writing in advance for this purpose.

#### Article 15 Applicable law and dispute resolution

1. The law of the Netherlands exclusively applies to Agreements that Main concludes with

the Contractor.

2. All disputes ensuing from Agreements which Main concludes with the Contractor or ensuing from other agreements for the performance thereof will be settled, with the exclusion of every other court, by the court with competent jurisdiction of the Amsterdam District Court.

3. Apart from that which is determined under article 15 subclause 2 of these general terms and conditions, Main reserves the right to summon the Contractor before the court with competent jurisdiction in the Contractor's place of residence or place of business.