**General Conditions version 1.0 - 20 November 2019**

iSense General Staffing B.V.
iSense Den Haag B.V.
iSense Eindhoven B.V.
iSense Rotterdam B.V.
iSense Amsterdam B.V.
iSense Utrecht B.V.
iSense Contractbeheer B.V.
iSense Consulting B.V.
iSense Corporate Staffing B.V.
iJobs B.V.

General conditions for the execution of secondment and permanent recruitment in the field of information technology.

When extending quotations and when executing assignments the above-mentioned firms will use the following terms of delivery. For convenience all above-mentioned firms are referred to as iSense in the conditions.

These conditions consist of:

1. Definitions
2. General provisions
3. Provisions exclusively applicable to secondment agreements
4. Provisions exclusively applicable to temporary to permanent recruitment agreements

## 1. Definitions

In these general conditions the following terms, which start with a capital, have the following meaning:

**Service(s):**
The performance(s) as described in the Agreement made between iSense and the Client, limited to the specific employee hired for the assignment.

**Candidate:**
IT professional who is deployed by iSense during the execution of the Agreements

**Agreement:**
The arrangements agreed in a written and/or digital record, based on which iSense will execute Service(s) on behalf of the Client and which these General Conditions bear on.

**Client:**
Every (legal) person who enters an Agreement with iSense or who either responds to or requests an offer or quotation.

## 2. General Conditions

2.1 These general conditions are applicable to all offers, quotations and Agreements where iSense offers or supplies Services of any nature to the Client, also if these services are not (specifically) described in these conditions. Departures from these general conditions are only valid in case these have been explicitly agreed in writing. Changes will have to be signed by the authorized representative of either party.

2.2 All offers are without engagement, unless the offer explicitly indicates differently in writing. All prices are excluding value-added tax (VAT) and other duties imposed by the government.

2.3 The applicability of possible purchase or other conditions by the Client is expressly denied.

2.4 In case any provision in these general conditions is invalid or nullified the remaining provisions will remain entirely valid. iSense and the Client will enter into consultations in order to agree on new provisions to replace the invalid and/or nullified provisions whereby the purpose and intent of the invalid and/or nullified provisions are to be observed as much as possible.

2.5 Any Agreements and/or other arrangements are only binding on iSense insofar as these are confirmed in writing by the authorised representatives listed in the company register.

2.6 Offers by iSense are based on the information the Client has supplied. The Client warrants that he, to the best of his knowledge, has supplied all the essential information for the planning and execution of the assignment.

2.7 The Agreement is established when the order to execute the Services has been received and confirmed within 8 days or when the execution of the assignment has commenced.

2.8 If an order confirmation is sent to the Client to confirm the Agreement, this order confirmation shall be deemed to contain the sole correct record of that which has been agreed, unless the Client rejects the content of such order confirmation in writing within 8 days of its issue date.

2.9 iSense will carry out the Services to be executed by her to the best of her judgement and abilities, in accordance with the requirements for professional expertise. The commitment has the character of an obligation to perform to the best of one's ability because achieving the intended goal cannot be guaranteed.

2.10 1. All Candidate introductions are strictly confidential. If a breach of this provision on the part of the Client leads to the Candidate being hired by a third party, iSense's counterparty shall pay the full fees to which iSense would have been entitled if the Candidate had been hired by the Client. The term 'third party' includes but is not limited to an operating company or subsidiary of the Client, a sister company of the Client, or a company (otherwise) linked to or associated with the Client.
2. If a Candidate is hired by the Client within a period of 12 months after his/her introduction, this hiring shall be considered directly related to the introduction of the

Candidate by iSense and iSense shall be entitled to the fees specified in the proposal in which the Candidate was introduced to the Client.

2.11 The hours worked by iSense in relation to the provision of the Services in the previous month shall be invoiced in the following month. This shall be done based on the applicable hourly rates for a normal working day as specified in the Agreement.

2.12 Unless explicitly agreed differently the hourly rates apply to a normal eight-hour workday, worked during office hours. In case iSense staff needs to work overtime the following rates will apply to every hour of overtime worked:
   a) For overtime worked on Monday to Friday, excluding official national holidays: 150% of the applicable hourly rate per person per hour overtime;
   b) For overtime worked on Saturday, Sunday or generally acknowledged national holidays: 200% of the applicable hourly rate per person per hour overtime;
   c) Standby-by services will be charged at 200% of the applicable hourly rate.

2.13 A normal workday for iSense staff lasts eight hours, whereby the work is to be executed at such hours as determined by iSense during normal working hours between 8 am and 6 pm, on weekdays from Monday to Friday, excluding generally acknowledged national holidays. iSense will try to realize for her staff to execute work during different hours or to execute a reasonable amount of overtime when the nature of the work to be executed requires it, or when the Client requests it.

2.14 Taking holidays and days off that are customary at iSense will take place in consultation with the Client.

2.15 iSense is entitled to increase the rate of current Agreements per the 1st January based on the change of the monthly index for the measure of prices according to the consumer price index (CPI), range of all households (2000 = 100), published by Bureau of Statistics Netherlands (CBS). The price adjustment will be omitted in case this leads to a lower rate to be calculated.

2.16 The rates by iSense are based on commuter traffic (travelling time and kilometres) from the Candidates' house to the (nearest) location of the other party or the location listed by the other party if this differs from the (nearest) location for the other party. Travelling expenses (time and kilometres) to (an)other location(s) are at the expense of the Client.

2.17 All invoices must be paid by the Client within 30 days following the invoice date.

2.18 1. Each party undertakes not to print, publish or otherwise disclose any confidential information relating to the other party or its works without prior consent from the other party. The same applies to iSense in relation to its involvement in the provision of the Services.
2. This article shall not apply to information that is generally known or that is due to become generally known by means other than the involvement of the party concerned, to information already in the possession of the party concerned and to information lawfully obtained by that party from a third party.

2.19 1. For a period starting on the date of the Agreement and ending 12 months after the completion or termination thereof, the parties shall not employ or otherwise offer a contract or employment to any employee of the other party involved in the performance of the Services without having obtained prior written permission from iSense.
2. Unless expressly agreed otherwise, any breach by the Client shall lead, without judicial intervention or notice of default, to an immediately payable penalty, not open to mitigation, of two times the daily rate of the Candidate concerned for each day that the breach continues.
3. iSense is entitled to claim full damage compensation if the damage exceeds the penalty of two times the daily rate of the Candidate concerned.

2.20 When staff members of one party are stationed in rooms or buildings belonging to the other party they will observe the rules and regulations that apply there and that are announced by the other party.

2.21 Each party may unilaterally terminate the Agreement early if it is of the opinion that the performance of the Assignment can no longer occur in accordance with this Agreement,

the associated quote and any subsequent additional assignment specifications. Notice of termination shall be served in writing and shall be subject to a notice period of one calendar month.

2.22 iSense may only use its authority to terminate the Agreement early if, as a consequence of acts and circumstances over which it has no influence or that cannot be attributed to it, the completion of the assignment cannot reasonably be expected. In this event, iSense reserves the right to payment of the invoices for any works performed up to that point.

2.23 Either party can immediately terminate the agreement by written notice, while listing the reasons, in case:
a) The other party substantially infringes on any obligation stemming from this Agreement and has not rectified such an infringement within four weeks after written notice by the party mentioned first;
or
b) The other party has applied for a moratorium or if the other party will be declared bankrupt, is wound up in liquidation or in case a receiver has been assigned to his assets or a part of the assets: with the provision that such a termination does not harm any other right or legal remedy that accrues or shall accrue to one of the parties.

2.24 In any case where the Agreement with the Client ends these general conditions will continue to govern the relations between the parties to the extent the completion requires it or to the extent this ensues from the nature of the concerned clause.

2.25 iSense shall accept liability of € 2,500,000 per event, with a series of interrelated events counting as one (1) event, up to a maximum of one (1) year;
a) This liability shall apply in the event that iSense's staff cause injury to persons or damage to goods during or in relation to the performance of the Services;
b) In the event that iSense has not taken due care in the performance of the Services or has not performed the Services otherwise, iSense shall only accept liability once the Client has served written notice of default on iSense and has given iSense the opportunity to reasonably remedy the Services or otherwise perform the agreed Services. In any case, iSense's liability for shortcomings on its part shall be limited to the invoiced amount received by iSense for its works in relation to the specific assignment as recorded in the Agreement.

2.26 Possible claims from the part of the Client regarding the above need to have been submitted within six months after discovering the damage. Failing to do so invalidates the Client's rights.

2.27 iSense is not liable in case iSense cannot be held responsible for the observance of her obligations (force majeure). Her obligations are suspended in case observance is not permanently impossible.

2.28 In the event of force majeure and if iSense has already partially fulfilled its obligation at the start thereof or is only able to partially fulfil its obligations, iSense has the right to invoice any hours already worked separately, and the Client is obliged to pay this invoice as if it related to a separate Agreement.

2.29 Included under force majeure for iSense in the sense of this article is every circumstance independent of the will of iSense that hinders the partial or complete observance of her obligations towards the Client or that results in a situation where it is unreasonable to demand iSense observes such obligations, regardless of whether this circumstance could have been foreseen when the Agreement was entered. Included, though not exclusively, under this circumstance are: obligations imposed by the government that have consequences to the supply of the Service, disruptions in systems that are part of the Internet, disruptions in the telecommunication infrastructure, breakdown of electricity facilities by iSense.

2.30 In addition to the obligation that iSense has assumed on account of article 2.9 no other claims or guarantees of any nature apply to her. Under no circumstance shall iSense be

liable, as a result of a result of an illegal act or be liable in any other way, for damage that consists of:

a) loss of income or assignments and contracts;
b) the saleability, suitability, operation and use of a product (among other software) that is the result of Services rendered;
c) or any (other) indirect damage or consequential damage.

2.31 Dutch law is exclusively applicable to this Agreement. A Dutch judge located in The Hague will settle possible disputes.

2.32 1. The employees of iSense used in the performance of the Agreement shall essentially be under the direction and supervision of the Client.
2. In relation to the exercise of direction and supervision and the performance of the work,
the Client shall act with the same due care towards iSense's employees
as it is bound to act towards its own employees.
3. With regard to iSense's employees, the Client shall be responsible for fulfilling the obligations arising from Article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act and associated regulations in relation to safety in the workplace and proper working conditions in general. The Client confirms it is aware of the fact that it shall be deemed an employer under the Dutch Working Conditions Act.

## 3 Provisions exclusively applicable to secondment agreements

3.1 1. The Client commits itself to guarantee that, where the collaboration of his own staff is necessary for the execution of the Services, this staff will possess the necessary skills and experience for the tasks that are ordered and that this staff will be available at the times to be agreed by the parties.
2. Furthermore this staff will be informed as much as possible by the Client concerning the assignment assigned to and the method of operation by iSense.

3.2 In case at any time during the execution of the Service the Client will notice or suspect that iSense is making assumptions based on incorrect impressions or is heading in the wrong direction during the realization of the assignment, the Client shall inform iSense immediately in writing.

## 4 Provisions exclusively applicable to temporary to permanent recruitment

4.1 iSense is professionally engaged in services for the benefit of companies and institutions that require additional staff in the field of information and communication technology (the Clients), meaning being helpful in searching for candidate that meet the profile indicated by the Other party with the purpose of realising a permanent appointment of the candidates at the Clients after a secondment period of 1800 hours against an agreed hourly rate.

4.2 iSense shall propose candidates to the Client for this purpose that are employed by iSense or that shall be employed by iSense for a certain period. This shall be done in accordance with the arrangements agreed in the Agreement.

4.3 After 1800 hours have passed the Client has the right to hire the employee without owing any compensation. A Candidate is considered to have been introduced to the Client the moment iSense supplies the Client with information concerning the Candidate. These General conditions are applicable during the execution of temporary to permanent recruitment services in the field of information technology.

4.4 'Hiring a Candidate' shall include: a Candidate hired on a temporary basis for an assignment or a Candidate hired on a permanent basis, with the intention that the candidate is hired by the Client after the secondment period.