

## General terms and conditions Skondras

Skondras is a trade name of New Market Consultants B.V. in Halfweg (K.v.K. 33269682)

### Article 1. Applicability of these terms and conditions:

1. These general terms and conditions (hereinafter: Conditions) apply to all offers, quotations, advice, agreements, work and in general to all relations with clients and potential clients of Skondras. (Purchase) and/or other terms and conditions prescribed by clients shall apply to Skondras only to the extent that they do not deviate from and do not conflict with these Terms and Conditions, unless Skondras has confirmed in writing in the Agreement that the client's terms and conditions prevail in whole or in part, or unless Skondras excludes or modifies in writing in the Agreement specific provisions from the Terms and Conditions.

### Article 2. Offer, formation of agreement - revocation:

1. All agreements are established by written acceptance by the Principal of an offer or quotation originating from Skondras. Deviating and validly signed agreements (e.g. proposal, offer, framework agreement, processing agreement, addenda) take precedence over the contents of the Terms and Conditions.
2. All quotations, budgets, offers and quotations made by Skondras are without obligation. Quotes made by Skondras are valid for 30 days, unless otherwise indicated.
3. The Principal is required to confirm the Agreement in writing. If the Principal fails to do so and Skondras confirms the Agreement while the Principal does not object to it within eight days, the contents of this confirmation shall be valid. If no confirmation has taken place and Skondras has already executed the Engagement, then the Contract is valid in accordance with the offer.
4. The agreed Agreement is binding and can only be terminated by four weeks unless expressly stated otherwise in the Agreement.

### Article 3. Execution of the Agreement:

1. Skondras shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship; it is an obligation of effort.
2. If and to the extent required for the proper execution of the Agreement, Skondras has the right to have certain work performed by third parties.
3. Skondras stipulates these Conditions also for the benefit of all those whom Skondras engages in the performance of an Agreement.
4. In case of Telemarketing/Telesales activities, Skondras does not give any guarantee in advance regarding the number of appointments that will be made or addresses that will be visited, unless otherwise agreed upon in the Agreement. Skondras also does not guarantee that prospects will actually become clients of its partners/clients. Targets set in the Agreement are expectations, not guarantees.
5. Skondras contacts companies and/or individuals for the sole purpose of making appointments for the Client. The follow-up of these appointments and the results are entirely and exclusively at the expense of the Client.
6. The Client expressly authorizes Skondras to contact companies and/or individuals by telephone on its behalf.
7. The parties will comply with applicable laws and regulations when performing the work, such as, among others, telecommunications and privacy laws. The parties will comply with the laws and regulations issued by ACM.
8. The Principal shall in no case recruit employees of Skondras itself or through any other company with which it is in any way connected and this until two years after the cessation of cooperation with Skondras. Breach thereof shall entitle Skondras to damages equal to the gross salary of one full year of the employee with Skondras.

Article 4. Address files:

1. The Principal expressly confirms that the addresses it provides to Skondras have been obtained in a lawful manner and releases Skondras from any responsibility therefor. Skondras will observe the applicable privacy laws and data storage laws when using and storing the addresses. The Client is obliged to de-duplicate file(s) of the Client with its own blocking list before the file(s) are delivered to Skondras, unless otherwise agreed with Skondras in the Agreement. The Client shall specify the date on which the deduplication took place. If Skondras has reasonable grounds to believe that the Client has not deduplicated, despite another statement, Skondras is entitled to suspend the performance of the Agreement, without being liable to pay any form of compensation to the Client. The suspension does not relieve the Client from fulfilling its obligations. Skondras will promptly inform the Client about this and enter into consultations about deduplication with its own blocking list.

Article 5. Amendment of the Agreement:

1. If during the performance of the Agreement it appears that for proper performance it is necessary to change or supplement the work to be performed, the parties will timely and in mutual consultation adjust the Agreement to this end.
2. If the parties agree that the Agreement will be amended or supplemented, the time of completion of the performance may be affected as a result. Skondras will inform the Client of this as soon as possible.
3. If the amendment or supplement to the Agreement has financial and/or qualitative consequences, Skondras will inform the Principal in advance. If a fixed rate has been agreed upon, Skondras will also indicate to what extent the amendment or supplement to the Agreement will result in an excess of this rate.
4. Notwithstanding paragraph 3, Skondras will not be able to charge additional costs if the change or addition is due to circumstances that can be attributed to Skondras.
5. Skondras is entitled to adjust the prices annually as of January 1 using the CBS Price Index: Service Prices; Commercial Services and Transportation, index 2010 = 100. This increase is calculated according to the calculation method as published on the CBS website.

Article 6. Confidential Information:

1. The Principal expressly confirms that the addresses he has supplied to Skondras have been checked and authorized and releases Skondras from any responsibility therefor.
2. Parties will work on the basis of a Processor Agreement which is part of each Agreement. This processor agreement will be sent separately for signature upon entering into the Agreement.
3. Each party shall take all reasonable precautions to keep confidential any confidential information received from the other party. In this regard, there is an obligation of best efforts.

Article 7. Invoicing and Payments:

1. Invoicing occurs on a monthly basis or at predetermined billing times unless otherwise agreed upon. Payment is made: by transferring the amount due to a bank account number designated by Skondras in the name of New Market Consultants BV (trade name).
2. Payments must be made within 14 calendar days of the invoice date unless otherwise agreed upon.
3. Failure of the Principal to comply with the above shall automatically suspend the (delivery) obligation(s) of Skondras.
4. All prices quoted do not include VAT.
5. In case of non-timely payment, Skondras has the right to cease all work and terminate the Contract with the Client, whereby the Client will be obliged to pay for the contracted hours and services even if they have not (yet) been performed.
6. Skondras may, during an assignment, invoice on an interim basis, and the Client is required to pay this invoice within the time period mentioned in paragraph 2 of this article.

Article 8. Claims due, collection costs:

1. The claims of Skondras against the Principal are immediately due and payable in the following cases:
  - If, after the conclusion of the Contract, circumstances become known to Skondras which give Skondras good reason to fear that the Principal will not fulfill its obligations (including financial obligations);
  - If at the conclusion of the Contract Skondras has asked the Principal to provide security for performance and such security is not provided or is insufficient, to be determined by Skondras;
  - In case of liquidation, bankruptcy or suspension of payments of the Client.
2. A suspension of the Principal under the Agreement is not possible. In the above cases, Skondras is authorized to suspend the further performance of the Agreement, or to dissolve or terminate the Agreement, all without prejudice to Skondras' right to claim damages.
3. If Skondras is unable to perform or complete the Agreement due to circumstances beyond its control, it is entitled to the agreed rates for labor already performed and reimbursement for expenses already incurred.
4. The non-payment on the due date of a single invoice makes the balance due of all other invoices that have not yet passed the due date immediately payable. Furthermore, Skondras has the right, without prior notice, to suspend the execution of the Contract and/or all other agreements with the Customer and to charge the Customer for all damages and costs resulting from this. A possible complaint will not be able to give cause for any postponement of payment. Immediate payment may be demanded of what is owed in due course.
5. All payments made by the Customer shall first be deducted from the interest and costs due and then from the principal sum. The Client is not authorized to set off the invoice amount.
6. In case of late payment, statutory commercial interest will be charged.
7. Also, Skondras may cancel appointments made with prospects on behalf of the Client. The Client cannot claim any damages.
8. In addition to the extrajudicial costs, all legal process and execution costs incurred by Skondras shall be borne by the defaulting Principal. The Principal must pay the actual legal and judicial costs incurred, i.e. even if they exceed the liquidation rate applied by the relevant court. The Client must therefore reimburse the bills of the lawyer and the bailiff, as well as any other possible legal costs.

Article 9: Complaint, price change:

1. All complaints regarding invoices and services must be received at Skondras within fourteen (14) calendar days of the invoice date, under penalty of forfeiture of rights. The protest regarding an invoice must be reasoned and specify which portion is disputed. Undisputed amounts remain due and payable.
2. Without prejudice to the provisions in these Terms and Conditions, Skondras has the right to change the prices (apart from the annual price change as shown in Article 5) subject to valid reason and written notification 3 months before the change takes effect. If the Client does not agree with the new prices, the Client is entitled to terminate the contract according to the agreed notice period.

Article 10. Responsibility and Liability:

1. Skondras and the Client shall adhere to the contents of the Agreement during the work and execution and shall always be available for verbal consultation, which is important for the execution of the Agreement.
2. It is the responsibility of the Client to notify Skondras in writing prior to the conclusion of the Agreement that confidentiality is required.
3. The Client indemnifies Skondras for all in and out of court consequences of the Client's use and/or disclosure of the work and/or product provided by Skondras.
4. Skondras is not liable for the consequences of the inaccuracy or incompleteness of the data that the Principal is obliged to provide or has provided Skondras.
5. Skondras accepts no liability to the Principal for any damages whatsoever; therefore, the liability of Skondras for any damages whatsoever is hereby expressly excluded. This is related to the fact that the obligations of Skondras towards its Principals are obligations of effort. Skondras therefore does not undertake towards its Principal to achieve certain results.
6. Skondras is not obligated to fulfill any obligation if this is not reasonably possible for Skondras as a result of changes in the circumstances existing at the time of the conclusion of the obligations that are beyond its control (force majeure). Force majeure includes, inter alia, war, weather conditions, breakdowns or failures in telecommunications.
7. Skondras is not liable for damages suffered by the Principal resulting from an attributable failure to fulfill its obligations and/or wrongful acts, unless the damages are the direct result of intent or gross negligence on the part of the management of Skondras or any of its executives.
8. The liability of Skondras for any compensation for damages, costs and interest under the Agreement with the Customer is limited to such amount as is proportionate to the agreed project amount according to standards of reasonableness and fairness. In any case, the amount shall not exceed the sum of invoices of the last six months of the Agreement.
9. Compensation shall in any case be subject to a maximum of the rate agreed for the project in question for the last six months of the Agreement if Skondras' insurer does not provide coverage or if the amount paid by the insurer for the damage suffered by the Principal is less than the proven damage suffered.

Article 11: Dispute, applicable law

1. All agreements between the parties are governed by Dutch law. All disputes fall under the exclusive jurisdiction of the Dutch competent court in the district where Skondras has its principal place of business.

New market Consultants B.V. is based in Halfweg and is registered in the Trade Register under number 33269682

## General terms and conditions Customer Care Skondras

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1. These General Conditions (hereinafter: Conditions) apply to all offers, quotations, advice, agreements, work and in general to all relations with clients and potential clients of Skondras. The Terms and Conditions of Principal are excluded.
2. Skondras offers solutions regarding customer support of companies in all sectors. Skondras can completely or partially take over the customer support of the Client (customer).
3. Skondras gives no guarantee in advance regarding the SLAs, KPIs or other objectives to be achieved. It is an obligation of effort.
4. Skondras accepts no liability unless there is intent, gross negligence and failure to perform the essential commitments that are the subject of the Contract, except for force majeure. Liability for indirect damages (e.g. loss of profit, loss of income, economic loss, claims of third parties) is excluded. Compensation shall in any case be subject to a maximum of the rate agreed for the project in question for the last six months of the Agreement if Skondras' insurer does not provide coverage or the amount paid by the insurer for the damage suffered by the Principal is less than the proven damage suffered.
5. The Agreement and also any deviating and validly signed agreements (e.g. proposal, offer, framework agreement, processing agreement, addenda) shall prevail over the contents of the Terms and Conditions.
6. New instructions or changes to the Agreement must be agreed upon in advance and in writing, a fee may be charged for this purpose. Skondras reserves the right to refuse requests to scale up or down, unless otherwise agreed upon in the Agreement.
7. Skondras proposals or quotations shall be valid for only thirty (30) days unless otherwise stated.
8. If the content of the project or the Agreement changes, the rates will automatically change, in principle pro rata.
9. The quoted rates in this Agreement may change if the number of anticipated hours, days, communication channels, agents, reporting, SLAs, KPIs in this Agreement change. The costs such as wages, telecom costs, fuel prices will be automatically adjusted to reflect the changing market conditions.
10. All prices are exclusive of VAT, which is always mentioned separately on the invoice. Skondras is entitled to adjust the prices annually as of January 1 on the basis of the CBS Price Index: Service prices; commercial services and transport, index 2010 = 100. This increase is calculated according to the calculation method as published on the website of the CBS.
11. The Client expressly authorizes Skondras to contact concerned target groups by telephone in its name and/or to answer these target groups on behalf of the Client. The Client is responsible for the content of the information to be provided. The Client shall provide all information to Skondras no later than 60 business days prior to the start of the project, and keep this information up-to-date. If the Client transmits the information to Skondras too late then the anticipated schedule will be shifted but the original schedule will be charged to the Client.

12. Skondras is not obliged to fulfill any obligation if this is not reasonably possible for Skondras as a result of changes in the circumstances that existed at the time the obligations were entered into (force majeure). Force majeure includes war, weather conditions, telecommunication failures or breakdowns.
13. The Client expressly confirms that the addresses provided by him to Skondras have been checked and authorized and releases Skondras from any responsibility.
14. The parties will comply with the applicable laws and regulations in the performance of the work, such as, inter alia, telecommunications and privacy laws. Parties will comply with the laws and regulations issued by ACM. The Client is the processing controller and Skondras is a processor as stipulated in the privacy legislation. The Client is responsible for providing accurate and complete instructions to the processor. This may be done by means of a data processing agreement or, failing that, in accordance with Skondras' privacy policy.
15. Skondras acts in connection with the Agreement exclusively on behalf of the Client, who remains responsible for any declaration, modification or deletion of personal data.
16. Regarding script and permits: Client is responsible for having the correct information and permits; the latter are at Client's expense. The Client is responsible for removing personal data from the supplied files if the individuals so desire, either directly to the Client or otherwise. The Client shall take into account applicable privacy laws. The Client bears responsibility regarding the call script and guarantees that the script is in compliance with all legal provisions and that Skondras does not require any special permit or authorization to provide the services, unless otherwise agreed in writing. The Client indemnifies Skondras and will hold it harmless for damages under its responsibility unless expressly stated otherwise in the Agreement.
17. This agreement can be taken over at any time by Skondras Group B.V., an affiliated company under the same conditions.
18. Invoicing is always on a monthly basis unless otherwise agreed in the Agreement. Invoices are payable after fourteen (14) calendar days from invoice date.
19. The agreed Agreement is binding, the notice period of the Agreement is six months from the date of receipt of the notice .
20. A suspension of Client under the Agreement is not possible.
21. All complaints regarding invoices and services must be received by Skondras within fourteen (14) calendar days of the invoice date, under penalty of forfeiture of rights. The protest regarding an invoice must be reasoned and specify which part is disputed. Undisputed amounts remain due and payable. Notwithstanding these provisions, Skondras has the right to change prices ( apart from the annual price change as shown in Article 10) provided there is a valid reason and written notification three months before the change takes effect. If the Client does not agree with the new prices, the Client is entitled to terminate the contract according to the agreed notice period.

22. The non-payment on its due date of one single invoice, makes the balance due of all other invoices not due immediately payable by operation of law. Moreover, Skondras may, without prior notice of default, suspend the performance of the contract and/or all other contracts with the Customer and charge all damages and costs hereunder. A possible complaint will not be able to give rise to any postponement of payment. Immediate payment may be demanded for what is owed in due course.
23. In the event of bankruptcy or suspension of payments of the Client, the cooperation shall cease on the date of the notice and performance shall be invoiced in accordance with the Agreement.
24. The Principal shall in no case recruit employees of Skondras itself or through another company with which it is in any way connected and this for two years after the cessation of cooperation with Skondras. Breach thereof shall entitle Skondras to damages equal to the gross salary of one full year of the employee of Skondras.
25. Late payment will attract statutory commercial interest.
26. All payments by the Client shall first be made in reduction of the interest and costs due and then in reduction of the principal sum. The Client is not authorized to offset the invoice amount.
27. All agreements between the parties are governed by Dutch law. All disputes fall under the exclusive jurisdiction of the Dutch competent court in the district where Skondras has its principal place of business.
28. All extrajudicial costs and litigation expenses shall be borne by the Client.

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