

# General Provisions

Dosign Netherlands

## Section 1

1.1. These provisions (General Provisions) as established [in Dutch] at the Rotterdam Chamber of Commerce under number 62305271 shall apply to all offers and agreements of Dosign and any of its affiliated companies (Dosign).

1.2. In those cases where the conditions set out in an agreement (Agreement) are contradictory to these General Provisions, the following order of precedence applies; (1) any addendum to the Agreement; (2) the terms of the Agreement; and (3) these General Provisions.

1.3. The client (Client) has taken note of these General Provisions and agrees to these conditions. If among the Parties services commence before Dosign has received back a signed copy of the Agreement, the Agreement between Parties shall nevertheless be deemed to have been made under the terms of the Agreement and these General Provisions.

1.4. These General Provisions are provided once to Client or are explicitly stated beforehand by a hyperlink to the relevant Dosign webpage the first time Parties conclude an agreement with each other. In case of subsequent agreements, in the Agreement it is only referred to the General Provisions.

1.5. An Agreement between Dosign and Client is concluded after the unconditional acceptance by Client within 30 (thirty) days from the proposal by Dosign and after Dosign in its turn has confirmed in writing/digitally the Client's acceptance. Dosign can not be held to offers if Client can reasonably understand that the offer (or part thereof) contains an obvious mistake or error. By approving the hours worked by a Dosign project employee, Client unconditionally accepts and approves the work done by the project employee. Client will, if prompted, always approve hours worked immediately, failing which Dosign is authorised to submit the invoice without any timesheets to Client, which Client subsequently will meet fully and unconditionally within the agreed payment term to Dosign.

1.6. Dosign reserves the right to perform work under the relevant Agreement through a third party. The rights and obligations of Dosign from this Agreement will not affect or be affected by such sub-contracting.

1.7. Either Party is entitled to rescission of the Agreement, but only due to an attributable shortcoming in the performance of the Agreement. And only if, in all cases, it has sent other Party detailed written notice, with a reasonable time period for repair or remedy of the failure. This concerns failure attributable to the fulfillment of essential or core obligations under the Agreement. Payment obligations of Client and all other obligations of Client to cooperate shall always be essential obligations under the Agreement.

1.8. If at the time of the rescission referred to in article 1.7 Client has already received services under the Agreement eg in the form of the work done by the project employee, these services and the related payment obligation will not be subject to cancellation due to rescission. Unless Client proves that Dosign is in default regarding the essential or core part of those services. Amounts, which Dosign invoiced before the rescission in connection with services already performed or delivered properly under the Agreement, remain – subject to the preceding sentence – fully payable by Client and become upon rescission immediately due and payable to Dosign.

## Section 2

2.1 The agreed work is performed by the project employee stated in the Agreement. In case the project employee is unable to perform the work, Dosign, in consultation with Client, designate another project employee of similar competence level. If within 3 (three) weeks after start of work the appointed project employee proves to perform insufficiently, then Client may terminate the Agreement immediately in writing. At all times the hours worked must be paid. Replacement of a project employee can affect the hourly rate specified in the Agreement. Dosign does not warrant that replacement shall always be possible.

2.2 If Client stipulates a screening of the project employee, Client shall notify Dosign in writing timely prior to the assignment, specifying the screening mode. If a screening is not yet completed and Client nevertheless already wishes to make use of the project employee's services, this is done for the account and risk of Client.

2.3 Between Client and Dosign project staff no form of employment exists in the sense that there could be any employment contract between project employee and Client.

2.4 With respect to project staff introduced by Dosign to a (potential) Client applies that the (potential) Client is not permitted, within 12 (twelve) months after the introduction of the project employee, outside of or via Dosign, directly with the project employee or indirectly through another party, to make an offer to project employee to carry out work.

2.5 Employment of Dosign project staff: to compensate for the services provided by Dosign to Client in connection with the provision, recruitment or training of the project employee in question, Client owes a reasonable fee to Dosign for the provision of the project employee.

And more specifically for the investments made by Dosign in the project employee, including the training and/or recruitment and selection of the project employee. In addition to and in line with the above, in the event that Client wishes to enter into an employment agreement and/or an employment relationship with the Dosign project employee before seventeen hundred (1,700) hours have been worked on the basis of this agreement, Client must pay the remaining hours on the basis of the agreed hourly rate to Dosign in one go and directly. In addition, there should be no arrears at that time.

## Section 3

3.1 Dosign is at all times entitled to demand advance payment or security, prior to proceeding or continuing with the operation of its services (assignment of project employee). If Client is in default with the required advance payment or security, the duty to perform incumbent on Dosign expires, notwithstanding the right of Dosign to compensation for all damages, costs and interest by Client.

3.2 Any comments by Client on an invoice will not suspend its payment obligation. After prior consultation and consent of Dosign in writing, Dosign may decide to grant permission to Client to meet only the uncontested portion of an invoice. It being understood that the dispute over the contested portion, within 14 (fourteen) days, should be resolved by the Parties, failing which Dosign again unconditionally reserves the right to direct and full payment of the invoice.

3.3 In the event of the assignment of a project employee being a freelancer / self-employed, Client shall, in deviation from the standard partial payment by Client into the Dosign G-account, pay the full invoice amount into the regular Dosign account specified on the invoice by Dosign. Dosign ensures the correct VAR statement, or the usage of and compliance with a model agreement of the tax authorities.

3.4 Parties acknowledge that the success of work by a project employee generally depends on proper and timely cooperation. To allow proper execution of the agreement by Dosign, Client will at all times timely provide any data or information Dosign deems useful, necessary and desirable. And also cooperate and make it possible at all times that the work agreed to be carried out can actually and without cease be performed by the project employee.

3.5 Client is not entitled to sell and / or transfer the rights and / or obligations under the Agreement to a third party. Dosign in its turn is allowed to transfer its claims for payment of fees arising from its invoices to a third party.

3.6 No party shall be obliged to fulfil any obligations, including any guarantee obligation agreed between Parties, if they are prevented from doing so by force majeure. Force majeure shall i.a. include: (i) occupation of work place, (ii) strike, (iii) general transport

problems and (iv) the unavailability of one or more project staff. If a force majeure exceeds 30 (thirty) days, either Party has the right to terminate the Agreement. The services already performed under the Agreement shall be settled proportionately in that case, without the Parties owing each other anything.

3.7 Client will inform Dosign as soon as possible of a planned (temporary) closure of its business or organisation during the term of the Agreement. If Client fails to timely (1 (one) month in advance) notify Dosign, Client is for the duration of the closure of its business or organisation liable to full payment of the agreed rate; Based on the average number of hours worked in the present 3 (three) months or less as much as the Agreement has lasted shorter.

3.8 Any extension of assignment of a project employee shall be, no later than 30 (thirty) days prior to the expiration of the relevant end date or any extension thereof, communicated in writing by Client to Dosign. After this period, subsequent continuation of the assignment of the relevant project employee can no longer be guaranteed. If the Agreement with a specific end date is not extended expressly in writing, and the relevant project employee nevertheless after the expiry of the specified period, with obvious mutual agreement of both Parties, yet continues to

perform the work, the following applies. In the above situation, the Agreement is deemed to have been tacitly renewed for 1 (one) month, noting that it can still be (prematurely) terminated in writing by the end of the week of the cancellation.

## Section 4

4.1 Dosign is entitled to change the General Provisions and / or conditions. These changes also apply with respect to Agreements already concluded and replace the pre-existing conditions. Dosign will take into account the reasonable interests of Client. Amendments shall enter into force thirty (30) days after Dosign notified Client of the content in written / digital form. Changes that objectively have no intent to the detriment of Client do not entail that Client can prematurely terminate the Agreement with Dosign without charge as a result of the change(s). Interim terminations are not possible on the basis of changes that are necessary due or pursuant to statutory regulations to be met by Dosign.

4.2 The total liability of Dosign for attributable shortcomings in the fulfilment of the Agreement is limited to compensation of direct damages up to an amount of € 2,500,000 (two million five-hundred thousand euros) per claim if covered and paid by its insurance. If there is no cover and / or payout based on the aforementioned insurance, liability is always limited to a maximum amount of € 25,000 (twenty-five thousand euros).