

Appendix: Supplementary General Terms and Conditions KroeseWevers Salarisservice BV

These Supplementary General Conditions of KroeseWevers Salarisservice BV are an integral part of the General Conditions at KroeseWevers as deposited at the Chamber of Commerce in Enschede and are therefore both fully applicable to the services provided by KroeseWevers Salarisservice BV.

Article 1 Definitions

- 1.1 Administrative support: Service consisting of KW SSC BV carrying out an administration or part of an administration for the benefit of the Principal.
- 1.2 Delivery: the commencement of the actual availability of Loket to the Principal by KW SSC BV.
- 1.3 Services: all activities of KW SSC BV that are performed for the benefit of the Principal.
- 1.4 Interconnection: the exchange of data, whether or not automated, between Loket and/or Administrative Support and systems of the Principal and/or third parties.
- 1.5 KW SSC BV: KW Salarisservice BV or one of the companies affiliated with KW Salarisservice BV companies in so far as it has declared these Additional General Terms and Conditions and the General Terms and Conditions of KroeseWevers applicable to its Agreement.
- 1.6 Loket: Service whereby specifically agreed functionality is made available to the Principal remotely.
- 1.7 Employee: the natural person, not being employees of the Principal, who is assigned by KW SSC BV to the Principal to perform activities for the Principal.
- 1.8 Principal: the other party to KW SSC BV.
- 1.9 Agreement: Agreement or order confirmation of which these supplementary general terms and conditions and the general terms and conditions of KroeseWevers form an integral part.

Article 2 Offer, Assignment Confirmation General terms and conditions

- 2.1 These additional general terms and conditions shall apply, in addition to the general terms and conditions of KroeseWevers, to all offers made by KW SSC BV, as well as to all agreements and any agreements ensuing therefrom between KW SSC BV and the Principal.
- 2.2 The Agreement between KW SSC BV and the Principal shall come into effect when the Principal signs the offer or order confirmation.

Article 3 Loket

- 3.1 KW SSC BV is entitled to make Loket available to the Principal and shall indemnify the Principal against claims of third parties that relate to a breach of intellectual property rights provided that the Principal immediately notifies KW SSC BV of such a claim or demand and KW SSC BV grants exclusive rights to conduct the defence against the claim or demand. KW SSC BV shall not indemnify the Principal if the (alleged) violation is attributable to the Principal.
- 3.2 Modifications, substantial changes and/or maintenance of Loket shall be carried out outside working hours. In the event of calamities, KW SSC BV shall, if possible, communicate with the Principal.
- KW SSC BV shall provide information on the consequences of activities during working hours as soon as these make working with Loket impossible for more than ten (10) consecutive minutes.
- 3.3 The Principal is aware that changes in the systems of the Principal (or in the systems of third parties that the Principal uses) and in the infrastructure may result in reduced or no availability of the Interconnections with Loket.
- 3.4 The Principal is aware that timely implementation of changes to the Interconnections as a result of changes on the part of third parties also depends on the timely publication of the amended specifications of the Interconnections in question.

Article 4 Use of Loket

- 4.1 In the context of purchasing Loket, the Principal shall act as a professional user, and in that context:
- a. not use Loket in an injudicious, unauthorised, unlawful or improper manner or use it for purposes other than its intended purpose;
 - b. not place any data on the servers of KW SSC BV that are in violation of the law, good morals or good taste, including the intellectual property rights of KW SSC BV or third parties;
 - c. not infringe the intellectual property rights of KW SSC BV or third parties;
 - d. no viruses, spam (also in the light of Article 7:46h of the Civil Code and Article 11.7 Telecommunications Act) and/or spreading spyware;
 - e. not use equipment other than that recommended by KW SSC BV and otherwise to follow KW SSC BV's instructions regarding the preconditions for use, as included in the SLA;
 - f. not allow third parties to use Loket without the prior express written consent of KW SSC BV;
 - g. Loket will not be set up or parameterised in such a way that the system load is substantially increased or the stability of the functionality is reduced.
 - h. not cause any disruptions to the functioning of KW SSC BV's ICT infrastructure, third-party infrastructure and/or interconnections between infrastructures due to (the content or intensity of) the data traffic.
- 4.2. If the Principal does not act as a professional user, KW SSC BV reserves the right to make access to Loket (temporarily) impossible and to remove any data that are in breach of the law, public decency or otherwise from the infrastructure it manages.

Article 5 Administrative support

- 5.1 If and insofar as agreed in the Agreement, KW SSC BV may take over all or part of the Principal's payroll administration in whole or in part by way of Administrative support, including:
- Interconnections to third parties;
 - making and passing on notifications to bodies relevant to payroll administration, including notifications of illness or recovery of staff;
 - management and maintenance of knowledge of employment conditions that apply to the Principal, all this in accordance with an Agreement concluded with the Principal.
- 5.2. The articles relating to Loket will apply mutatis mutandis to Administrative support.

Article 6 Guarantee

- 6.1 KW SSC BV does not guarantee that data will be error-free and/or without omissions.
- 6.2. KW SSC BV shall guarantee availability up to and including its infrastructure. KW SSC BV shall not be responsible for the telecommunication connections from its infrastructure, including the Principal's telecommunication connections.
- 6.3. Faults in Loket shall be resolved by KW SSC BV to the best of its ability.
- 6.4 KW SSC BV shall offer no guarantees other than those mentioned in these terms and conditions and/or the applicable Agreement.

Article 7 Force Majeure

- 7.1 If a party invokes Force Majeure, it shall do so as soon as possible in writing, after the situation of Force Majeure has arisen. If so desired, the party claiming Force Majeure shall provide evidence thereof to the other party.
- 7.2. If a party fails to comply with an obligation due to Force Majeure the other party may, if it has been established that fulfilment will be permanently impossible, or if a period of more than thirty (30) working days has elapsed, wholly or partially dissolve the Agreement in whole or in part by means of a registered letter with acknowledgement of receipt, without the parties being liable to pay any compensation to each other. What has already been performed by KW SSC BV shall be paid by the Principal forthwith.
- 7.3. Force Majeure shall in any case mean: strikes, imputable failure(s) by (a) supplier(s) of Services from whom KW SSC BV cannot buy replacement services at short term (including the suppliers of the data centre or telecommunication services), errors in telecommunication services, faults in third-party software, flooding and/or failure of network connections on the part of KW SSC BV.
- 7.4. KW SSC BV shall, if it invokes Force Majeure on the basis of a shortcoming of its supplier(s), be obliged, at the first request of the Principal, to make its overview of defects available for inspection in order to enable the Principal to determine for itself whether KW SSC BV is entitled to invoke Force Majeure in this situation.