

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR BLUEPRINT CONSULTANCY

1. DEFINITIONS

In these General Terms and Conditions, the following definitions will apply:

- 1.1. **Agreement** any oral or written agreement between bluePRINT consultancy and the Client, under which bluePRINT consultancy has agreed to provide Services to the Client.
- 1.2. **Client** the natural or legal person with whom bluePRINT consultancy has entered into, or intends to enter into an Agreement.
- 1.3. **Party** bluePRINT consultancy and the Client(s), together the "**Parties**", that have entered into an Agreement.
- 1.4. **BluePRINT consultancy** the user of these General Terms and Conditions, with registered office in Nijmegen, listed in the Trade Register under Chamber of Commerce number 83073361.
- 1.5. **Services** all the activities to be performed by bluePRINT consultancy under the Agreement, including, but not limited to:
 - a) searching for suppliers, contract manufacturers or collaborative partners;
 - b) establishing sourcing strategies for existing and new products and/or market segments
 - c) advising on make-or-buy, licensing or partnering decision making and optimizing the business cases for such decisions;
 - d) advising on innovative competitiveness and competitive attractiveness of enabling technology, products, services and licensing/partnering programs;
 - e) supporting (executive) management in partnering meetings, prospecting trips, company visits and during discussions with suppliers and partners;
 - f) supporting in due diligence, negotiations and alliance management; and
 - g) assisting in negotiations and contracting.

2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions apply to any and all offers made by bluePRINT consultancy, and any Agreement between bluePRINT consultancy and the Client, insofar as Parties have not deviated, expressly and in writing, from the contents of these General Terms and Conditions.
- 2.2. These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties,
- 2.3. By entering into an Agreement on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future Agreements even if this is not expressly stated.

3. OFFER AND FORMATION OF THE AGREEMENT

- 3.1. Unless explicitly stated otherwise, offers made by bluePRINT consultancy are without obligation.
- 3.2. BluePRINT consultancy prepares the offer based on the information supplied by, or on behalf of the Client. The Client cannot derive any rights from an offer that is based on incorrect or incomplete information supplied by, or on behalf of the Client. Any information with regard to expected results or performance supplied through the offer of bluePRINT consultancy is indicative and not binding.
- 3.3. The Agreement shall take effect as soon as the Agreement made between the Parties has been signed by the Client and made available to bluePRINT consultancy.
- 3.4. If, and insofar as bluePRINT consultancy has not yet received the signed Agreement, then the Agreement will be considered as concluded under these General Terms and Conditions, as soon as bluePRINT consultancy has started to perform any Services at the Clients request, orally or in writing.

4. CLIENTS OBLIGATIONS

- 4.1. Client shall timely and appropriately provide bluePRINT consultancy with any and all information and documents that bluePRINT consultancy requires for the proper and timely performance of the Services under the Agreement and do so in an appropriate and timely manner.
- 4.2. Information as required under Section 4.1, may include information on the Client's business plan and other facts and circumstances that may be relevant to the execution of the Agreement and/or required by bluePRINT consultancy to comply with applicable laws or regulations.
- 4.3. Client guarantees the accuracy, completeness and reliability of the information and documentation provided to bluePRINT consultancy, even if this information has been obtained from third parties.
- 4.4. Any additional costs and/or damage caused by a delay in the execution of the Agreement as result from the Client's failure to (timely) provide bluePRINT consultancy with the requested information and documentation will be borne by the Client.
- 4.5. Client will bear full responsibility for the scope of the Agreement and for the decisions (partially) based on, or in connection with any of bluePRINT consultancy's Services.

5. EXECUTION OF THE ENGAGEMENT

- 5.1. BluePRINT consultancy will carry out all Services with reasonable skill, care and diligence, in accordance with the Agreement, and professional standards. BluePRINT consultancy shall carry out its obligations under the Agreement with due observance of the applicable (inter)national laws and regulations. BluePRINT consultancy shall not, under any circumstance, be required to commit any act or omission that is in conflict or incompatible with the aforementioned laws and regulations.
- 5.2. BluePRINT consultancy will determine the manner in which the Agreement will be executed and by whom, taking into account the Client's wishes insofar possible.
- 5.3. In the event that bluePRINT consultancy second its employees to the Client for the performance of Services, such secondment will take place under art. 7:400 of the Dutch Civil Code.

6. CONFIDENTIALITY

- 6.1. BluePRINT consultancy shall keep secret, and shall not disclose any information of a confidential nature and/or personal data ("**Confidential Information**") of the Client obtained in relation to the Agreement or during its execution. BluePRINT consultancy shall procure that its employees will keep secret and not disclose such Confidential Information.
- 6.2. The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of bluePRINT consultancy; (ii) was already known by bluePRINT consultancy, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by bluePRINT consultancy from a third party on a non-confidential basis; or (iv) confidential information that bluePRINT consultancy is required to disclose pursuant to any law, lawful governmental, quasi-governmental, judicial order or legal process.
- 6.3. Client allows bluePRINT consultancy within the scope of the Agreement to process Confidential Information concerning the Client and/or its employees and/or third parties, and allows bluePRINT consultancy, under confidentiality, to share the Confidential Information with (i) bluePRINT consultancy's employees that have a need to know in view of the Services, (ii) bluePRINT consultancy's insurers or legal or financial advisers and (iii) if required, and only with Client's consent, third parties involved in the execution of the Agreements.
- 6.4. BluePRINT consultancy will process any personal data of the Client in accordance with the applicable (inter)national laws and regulations concerning the protection of personal data.

- 6.5. BluePRINT consultancy may disclose the name of the Client and sketch a broad outline of the Services performed to any (potential) clients as an indication of its experience, unless otherwise agreed in the Agreement.
- 6.6. Client will not disclose any of bluePRINT consultancy's Confidential Information or provide third parties with any information concerning the Agreement, the content of reports, opinions or any other written or oral statements issued by bluePRINT consultancy without its prior written consent, except if required by (inter)national laws or regulations.

7. INTELLECTUAL PROPERTY

- 7.1. Any and all reports, documentation, deliverables, work products, or other materials, writings, or works of authorship (and any drafts of the foregoing) exclusively created, developed, or prepared by bluePRINT consultancy in the course of performing Services for the Client and any and all intellectual property rights pertaining thereto (collectively, "Work Product") shall be for the sole benefit of and belonging exclusively to Client. BluePRINT consultancy hereby assigns, and shall be deemed to have expressly disclaimed, any and all rights, title, or interest in such Work Product.
- 7.2. All materials, including equipment, (electronic) working papers, files, software, data or information developed by bluePRINT consultancy prior to the start of the Services for the Client or developed in parallel therewith but outside the scope of the Services and any know-how, methodologies, or processes used by bluePRINT consultancy to provide its Services shall remain the exclusive property of bluePRINT consultancy.

8. FEES AND EXPENSES

- 8.1. Client shall pay to bluePRINT consultancy the fees specified in the Agreement.
- 8.2. Fees specified in the Agreement do not include (i) actual, reasonable travel and out-of-pocket expenses, (ii) expense claims filed by third parties engaged by bluePRINT consultancy, (iii) value added tax and (iv) other government levies, unless stated otherwise in the Agreement. Client will reimburse bluePRINT consultancy for such additional expenses.
- 8.3. If, between the signing of the Agreement and its completion, any parameter relevant to the calculation of the fee will be subject to change, bluePRINT consultancy will have the right to adjust the fee accordingly.
- 8.4. Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, within fourteen (14) days of receipt of an invoice, submitted monthly in arrears, for Services performed.

- Payment shall be into the bank account mentioned in the invoice.
- 8.5. Client will pay a late fee of one percent (1%) per month or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees to pay bluePRINT consultancy all reasonable costs and expenses of collection, including attorneys' fees.
 - 8.6. If any facts or circumstances give bluePRINT consultancy good reason to fear that the Client will not fulfil its obligations under the Agreement, or will not fulfil them (or have them fulfilled) in full, the Client shall, immediately at the request of bluePRINT consultancy provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If the Client fails to provide such a security or advance payment, bluePRINT consultancy has the right to immediately suspend (further) execution of the Agreement, and all amounts owed by the Client will become immediately due and payable.
 - 8.7. In the event of a jointly commissioned Agreement, all Clients are jointly and separately liable for payment of the full fee charged under the Agreement.
- 9. DELIVERY PERIOD**
- 9.1. If bluePRINT consultancy requires an advance payment or requires information or materials to be made available by the Client in order to execute the Agreement, term(s) for the completion of the Service(s) will not take effect until the advance payment has been made in full or until all information or materials have been made available by the Client.
 - 9.2. Any times or dates set forth in the Agreement for provision or completion by bluePRINT consultancy of the Services are estimates and no strict deadlines, unless this has been agreed upon in advance and in writing.
- 10. TERM AND TERMINATION**
- 10.1. Except as otherwise provided in the Agreement, the Agreement shall expire at the moment that all Services have been executed and completed, unless the Agreement is terminated as provided in Section 10.2 or 10.3.
 - 10.2. Each Party may terminate the Agreement without cause upon 30 (thirty) days prior written notice.
 - 10.3. Either Party may forthwith terminate this Agreement upon prior written notice upon
 - i. the breach of any material provision of this Agreement by the other Party if (a) such breach is not curable or (b) if curable, the breaching Party has not cured such breach within 30 (thirty) day period following receipt of a written notice by the non-breaching Party substantiating such breach ("*ingebrekestelling*"), and/or
 - ii. the filing or institution of bankruptcy, liquidation or receivership proceedings of the other Party or in the event a receiver or custodian is appointed for the other Party's business, or if its business is discontinued.
 - 10.4. If the Client chooses to terminate the Agreement prior to its completion, the Client is obliged to pay the fee for any Services performed by bluePRINT consultancy until the effective date of termination. In the event that Client chooses to terminate the Agreement prior to its completion pursuant to Section 10.2, the Client shall, furthermore, reimburse to bluePRINT consultancy all (out of pocket and internal) costs that will be reasonably incurred by bluePRINT consultancy after the effective date of termination of the Agreement pursuant to commitments entered into by bluePRINT consultancy prior to the effective date of termination including costs of personnel that bluePRINT consultancy has allocated to provide the Services that cannot be re-allocated to other projects, provided, however, that bluePRINT consultancy will use commercially reasonable efforts to mitigate such costs.
 - 10.5. In the event that bluePRINT consultancy chooses to terminate the Agreement prior to its completion pursuant to Section 10.2, the Client is entitled to assistance in the transfer of the Services to third parties, subject, however, to Article 7.
 - 10.6. The terms of Article 6 of these General Terms and Provisions shall survive 5 (five) years after termination or expiration of the Agreement. Articles 7, 11, 12 and 14 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.
 - 10.7. BluePRINT consultancy will, at request of the Client, return all information and documentation provided by the Client upon termination or completion of the Agreement.
- 11. LIABILITY AND INDEMNIFICATION**
- 11.1. BluePRINT consultancy will indemnify and hold harmless the Client from, and against any and all loss, claim, damage, liability or expense (including reasonable attorney's fees) caused by the performance of bluePRINT consultancy in the execution of the Agreement unless for and to the extent that such loss or damages are due to negligence or willful misconduct on the part of the Client.

- 11.2. BluePRINT consultancy shall never be liable for any indirect damage, including lost profits, and damage due to the stagnation of business operations. If, despite the provisions in these General Terms and Conditions, liability exists anyway, only direct damage will be eligible for reimbursement.
- 11.3. Save for gross negligence or willful misconduct of bluePRINT consultancy or its officers, any and all liability of bluePRINT consultancy (including its indemnification obligation) is limited to an amount equal to once the fee paid or owed by the Client for the specific Service from which the liability arises. In the event of an agreement with a duration longer than 6 (six) months, the liability of bluePRINT consultancy is limited to the fees paid by the Client for the specific Service from which the liability arises over the 6 (six) months preceding the damage occurring event. In any event, a claim will be unenforceable and lapse unless bluePRINT consultancy receives a written notice thereof no later than 6 (six) months after the discovery of an event or circumstance that gives or may give rise to that claim.
- 11.4. In the event of a jointly commissioned Agreement, the limitation of liability with respect to the Agreement shall apply to all Clients jointly. Any indemnification paid pursuant to Section 11.1 shall be provided to the Clients jointly, to be allocated according to their wishes.
- 11.5. Client will indemnify, and hold harmless bluePRINT consultancy from, and against any and all loss, (third-party) claims, damage, liability or expense (including reasonable attorney's fees) caused by:
- a) any inaccuracy or incompleteness in the information provided by it or on its behalf;
 - b) a delay in the delivery of the documentation or personal data provided by it or on its behalf;
 - c) any other failure in the performance of the obligations of the Client under the law, these General Terms and Conditions or the Agreement;
 - d) circumstances which cannot be attributed to bluePRINT consultancy otherwise.
- 11.6. Except where willful misconduct or gross negligence of bluePRINT consultancy is concerned, the Client shall indemnify bluePRINT consultancy against all third party claims on any grounds whatsoever in respect of compensation for damages, costs or interest, directly or indirectly related to the performance of the Agreement.
- 11.7. Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by

any circumstance beyond its reasonable control. Upon the occurrence of any such event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance. The Party not affected by the force majeure is entitled to terminate the Agreement upon 1 (one) month written notice.

12. COMPLAINTS

- 12.1. Client must notify bluePRINT consultancy in writing of any complaints relating to the Services performed and/or the invoice amount within 45 (forty-five) days of the date of dispatch of documents or information in respect of which a complaint is filed.
- 12.2. Complaints as referred to in Section 12.1 shall not suspend the Client's obligation to pay any fee, or additional costs, due. The Client is not entitled, by virtue of a complaint in respect of a certain Service, to defer or refuse payment for other Services provided by bluePRINT consultancy to which the complaint does not relate.
- 12.3. If Client files a legitimate and timely complaint, the Client may choose between an adjustment of the fee charged or have the rejected Service rectified free of charge, or terminate the Agreement and receive a refund of the fee already paid.

13. MISCELLANEOUS

- 13.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between a party and – irrespective of the form – third parties including, but not limited to the Dutch tax authorities. The parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.
- 13.2. The invalidity or unenforceability of any provision of the Agreement shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

- 13.3. In case of conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
- 13.4. Changes to these General Terms and Conditions can only be agreed upon in writing in the Agreement.
- 13.5. The Client cannot assign the Agreement, or any obligation therein, to a third party without the prior written consent of bluePRINT consultancy, not to be unreasonably withheld.

14. GOVERNING LAW AND JURISDICTION

- 14.1. These General Terms and Conditions, any and all Agreements and any and all offers made by bluePRINT consultancy are exclusively governed by the law of the Netherlands.
- 14.2. Any disputes arising out or in connection with an Agreement, which cannot be solved amicably within a reasonable period of time, will be submitted to the competent court in Arnhem if the Client has its principal place of business within the European Union. In the event of a Client that has its principal place of business outside the European Union such disputes shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam, the Netherlands.

15. FINAL PROVISIONS

- 15.1. These General Terms and Conditions can be downloaded from the website of bluePRINT consultancy: www.blueprintconsultancy.nl.