

CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1 DEFINITIONS

In these General Conditions the terms listed below have the following meaning:
General Conditions: these general conditions governing the purchase of goods, the provision of services and the contracting of work by Urengo
Urengo: Urengo Nederland B.V., a private limited liability company
Contractor: Urengo's Contractor

ARTICLE 2 APPLICABILITY

- 2.1** These General Conditions govern all requests made by Urengo to the Contractor to submit an offer, all offers submitted by the Contractor, all orders placed by Urengo and all agreements concluded and to be concluded between Urengo and the Contractor.
- 2.2** Deviation from these General Conditions is permitted only with Urengo's prior written consent.
- 2.3** Urengo may amend these General Conditions at any time. The amendments will apply from the moment the Contractor is informed accordingly. Urengo may furthermore terminate and/or dissolve (ontbinden) agreements between Urengo and the Contractor if the Contractor does not accept the amended conditions.

ARTICLE 3 OFFERS AND AGREEMENTS

- 3.1** The Contractor must submit a final offer at Urengo's request, which offer will be considered irrevocable.
- 3.2** The Contractor must at all times confirm written orders of Urengo by returning a signed copy of the order confirmation within ten working days after receipt of the order in question.
- 3.3** Oral agreements, orders and conditions will not be binding on Urengo unless they have been confirmed in writing by Urengo's management board or by persons duly authorised by Urengo, in writing or otherwise.
- 3.4** Immediately after receipt of an order from Urengo, the Contractor must check that the order is consistent, complete and correct. Before executing the order, the Contractor must immediately inform Urengo if the Contractor suspects or ought to suspect that the order contains errors and/or omissions. Urengo may rectify such errors at any time.
- 3.5** In the case of framework agreements the separate agreement will each time be concluded the moment Urengo sends the order for a delivery or partial delivery under the framework agreement.
- 3.6** If drawings, designs, specifications, instructions, inspection regulations, etc. made available or approved by Urengo are used in performing the agreement, they will form an integral part of the agreement.

ARTICLE 4 PRICES

The prices and rates in Urengo's order(s) are fixed, are exclusive of VAT and are based on the delivery conditions stated in the order confirmation. Any right of setoff of the Contractor is excluded.

ARTICLE 5 DELIVERY

- 5.1** Before commencing the performance of the agreement the Contractor must present Urengo with a detailed work schedule. During the performance of the agreement the Contractor must keep Urengo informed at all times of the progress of the work, in particular with regard to the timely or late achievement of the agreed milestones. The work schedule must be approved by Urengo and will form part of the agreement after being approved.
- 5.2** Delivery will be DDP (Incoterms 2010) on the date and at the time or within the period and at the place stated in Urengo's order or in the final offer made by the Contractor, unless the parties otherwise agree in writing. Urengo may postpone the delivery without being liable for damages on that ground.
- 5.3** The Contractor will be in default on the mere exceeding of the date or term referred to in paragraph 5.2. No notice of default will be required.
- 5.4** As soon as the Contractor foresees or ought to foresee that it will be unable to perform the agreement, it must immediately inform Urengo accordingly in writing, while stating the reasons. Notwithstanding Urengo's right to terminate the agreement or to dissolve (ontbinden) it in whole or in part, the parties will consult as to whether and, if so, in what manner the situation that has arisen can be arranged to Urengo's satisfaction.
- 5.5** If Urengo uses a penalty clause in an agreement, it may nevertheless demand specific performance and/or claim full damages.
- 5.6** If Urengo requests the Contractor to postpone a delivery, the Contractor must store the goods, properly packaged and clearly intended for Urengo, must secure them and must insure them against customary damage and events.
- 5.7** Delivery includes the delivery of all the related tools referred to in Article 9 and all related documentation, such as drawings, quality, inspection and warranty certificates, service manuals, instruction booklets and other manuals.
- 5.8** The Contractor may not deliver in parts, unless the parties have so agreed in writing. In the latter case the term "delivery" includes partial delivery for the purposes of these General Conditions.
- 5.9** Inspection of goods in accordance with Article 14 will not constitute delivery or taking of delivery of goods.

ARTICLE 6 PACKAGING

- 6.1** The goods must be properly packaged and marked, in accordance with any packaging regulations of Urengo and the relevant statutory requirements and other government regulations in the countries of manufacture, dispatch, transit and destination of the goods, insofar as the Contractor is or could reasonably have been aware of those countries.
- 6.2** Urengo may return the packaging material to the Contractor at any time, for the Contractor's account and risk, to an address to be stated by the Contractor at Urengo's request.
- 6.3** The Contractor must affix a clearly visible packing list and/or copy of the invoice to the goods to be delivered, which must in any event always state the Contractor's name and address, the order number, the net weight of the goods, the country of origin of the goods, the invoice value of the delivery, the Contractor's VAT number, a statistical number, the manner of transport and the place of delivery.
- 6.4** Urengo may refuse the delivery of the goods if the Contractor fails to comply with the provisions of Article 6.3.

ARTICLE 7 ACCEPTANCE

- 7.1** The goods will not be deemed to have been accepted by Urengo until Urengo has inspected them (in accordance with Article 14) and has ascertained that they are in conformity with the agreement, and until it has confirmed that to the Contractor in writing. Within a reasonable period after the inspection Urengo may reject any goods that are not in conformity with the agreement.
- 7.2** Urengo may reject any goods that are not in conformity with the agreement by means of an oral or written statement before acceptance of the goods. Urengo may set off the purchase price of those goods against any amount payable by Urengo to the Contractor (under the agreement or otherwise). Unless the Contractor collects the goods of which it has been informed that they have been rejected by Urengo within a reasonable period after receiving the notification of the rejection, Urengo may dispose of those goods at its discretion, on the understanding that if Urengo sells the goods, the Contractor may charge Urengo the net proceeds of those goods.

ARTICLE 8 TITLE TO THE GOODS

- 8.1** Title to the goods will pass from the Contractor to Urengo on delivery. If Urengo returns goods, the risk in those goods will pass to the Contractor the moment Urengo sends those goods to the Contractor.
- 8.2** In the event of postponement of delivery in accordance with Article 5.6 and storage of the goods and/or the materials or parts intended for that purpose by or on behalf of the Contractor in accordance with Article 5.6, title to the goods in question and/or the materials and parts intended for the goods will pass from the Contractor to Urengo immediately after the goods and/or the materials and parts intended for the goods are stored, identifiably as Urengo's property, at the Contractor or on its behalf.
- 8.3** Urengo may at any time demand that the transfer of title to the goods and/or the materials and parts intended for the goods take place at an earlier time than that referred to in Article 8.1.
- 8.4** In the cases set out in Articles 8.2 and 8.3 the Contractor must mark the goods and/or the materials and parts intended for the goods identifiably as Urengo's property and must indemnify Urengo against loss and damage and the exercising of third-party rights.
- 8.5** If the Contractor has yet to use the goods for deliveries (or further deliveries) under the agreement, the Contractor will bear the risk of damage to and/or loss of those goods until their acceptance. In the event of damage and/or loss Urengo will be entitled to replacement of the lost or damaged goods free of charge. If the Contractor produces new goods using the goods that are still in the Contractor's possession, they will be goods produced for Urengo itself and the Contractor will hold those goods on behalf of Urengo as the owner.

ARTICLE 9 TOOLS

- 9.1** Any materials, drawings, calculations, designs, moulds, devices, instructions, specifications, software and other tools made available by Urengo or purchased or produced by the Contractor with a view to the delivery of the goods to Urengo will remain or become Urengo's property, respectively, on the moment of purchase or production.
- 9.2** On receipt of the tools the Contractor must check whether they are correct and complete. The Contractor must mark the tools referred to in Article 9.1 as Urengo's identifiable property, must keep them in good condition and must insure them at its expense against all risks for as long as it acts as the holder/owner of those tools.
- 9.3** The Contractor may not remove or alter any notices on the tools regarding Urengo's ownership rights.
- 9.4** The tools must be made available to Urengo at its first request or together with the last delivery of the goods to which the tools relate.
- 9.5** Tools used by the Contractor when performing the agreement must be presented to Urengo for its approval before such use and at Urengo's first request.
- 9.6** Any changes to or departures from the tools provided or approved by Urengo must be presented to Urengo for its approval and may be used only with Urengo's prior written consent.
- 9.7** The Contractor may not use or allow the use of the tools for or in respect of any purpose other than the delivery of goods to Urengo.
- 9.8** At Urengo's first request the Contractor must inform Urengo by means of a status overview of the number and quality of

the tools that belong to Urengo as apparent from this Article 9 and that are in the Contractor's possession.

9.9 At Urengo's first request and in accordance with a format to be provided by Urengo, the Contractor must state in writing that Urengo is the owner of the tools that belong to Urengo as apparent from this Article 9 and that are in the Contractor's possession.

9.10 If Urengo provides the Contractor with items with a view to the performance of the agreement, including materials and parts, designs, specifications, drawings, software and data carriers, those items will be made available to the Contractor on loan for the duration of the agreement. Those items will remain Urengo's property. Urengo may make such loan subject to further conditions.

ARTICLE 10 APPROVAL AND CONSENT

Approval or consent given to the Contractor by Urengo with regard to any fact, as referred to in these General Conditions, will not release the Contractor from its obligations under the agreement.

ARTICLE 11 CHANGES

- 11.1** Urengo may demand that the scope and/or properties of the goods to be delivered be changed. Urengo may make changes to the drawings, designs, instructions, specifications, etc. regarding the goods to be delivered.
- 11.2** If in the Contractor's opinion a change as referred to in Article 11.1 will have consequences for the agreed fixed price, the delivery date and/or the delivery period, it must inform Urengo accordingly in writing before implementing the change, as soon as possible but no later than within eight days after the notification of the desired change by Urengo.
- 11.3** Additions or omissions will require Urengo's written instruction. Urengo may require additions or omissions with regard to the performance at any time. The Contractor may not charge any additional costs in the event of additions up to 10% of the original price. In the event of omissions the price for the performance will be reduced proportionately.
- 11.4** Work that is due to incorrect and/or incomplete documentation underlying the performance to be provided will not be regarded as additions if that documentation was drawn up by or on behalf of the Contractor or was accepted by the Contractor.
- 11.5** If in Urengo's opinion the consequences for the price and/or the delivery period are not reasonably proportional to the nature and scope of the change, Urengo may dissolve (ontbinden) the agreement by giving written notice to the Contractor, unless that would be manifestly unreasonable in light of the circumstances. Dissolution under this Article 11.5 will not entitle either of the parties to damages of any kind.
- 11.6** The Contractor may make or implement changes regarding the performance of the agreement only with Urengo's prior written consent. The Contractor must submit change requests in writing, in accordance with the procedures that apply at Urengo.

ARTICLE 12 PAYMENT AND INVOICING

- 12.1** Payment will be made 30 days after delivery of the goods and receipt of the electronic invoice, provided that Urengo has approved the delivery and Urengo has received all the related documentation. The Contractor may not set off or suspend its obligations under the agreement. Payments made before Urengo has approved the delivery are always subject to the condition precedent of approval.
- 12.2** In cases to be determined by Urengo, Urengo may require that the Contractor instruct a bank acceptable to Urengo to issue an unconditional and irrevocable bank guarantee. The costs of the bank guarantee will be payable by the Contractor.
- 12.3** Payment by Urengo will not constitute waiver of any right whatsoever. Urengo may set off any claims that it has against the Contractor or against an entity that forms part of the group of the Contractor against any claims of the Contractor against Urengo, regardless of whether those claims are immediately payable and regardless of the currency in which those claims are denominated.

ARTICLE 13 QUALITY AND WARRANTY

- 13.1** The Contractor warrants that the goods delivered and services provided:
- will be in conformity with the agreement;
 - will have the agreed properties;
 - will be free of defects, malfunctions and third-party rights;
 - will be suitable for the purpose for which they are intended;
 - will be in conformity with the specifications; and
 - will meet all statutory requirements and other government regulations, including those in the field of quality, health, safety and the environment, that apply in the countries of manufacture, dispatch, transit and destination of the goods on the date of delivery, insofar as the Contractor is or may reasonably be expected to be aware of those countries.
- 13.2** The Contractor warrants that all parts, auxiliary materials, devices, appliances, technical documentation, user instructions, instruction booklets, safety manuals and other tools that are required or prescribed to achieve the objectives stated by Urengo will be provided along with the goods, also if they are not specifically named. Urengo may freely use those tools, which may include the multiplication of documentation for its own use.
- 13.3** The Contractor warrants for a period of 18 months that it will repair any defects at its expense. If Urengo wishes to rely on this warranty, it will inform the Contractor accordingly in writing and, in urgent cases, by telephone.

13.4 The Contractor must keep in stock parts, including spare parts and consumables, with regard to the goods delivered or performances provided, during their customary life and in any event for a period of ten years after delivery or performance, and must deliver them on call at competitive prices.

13.5 If, irrespective of the outcome of an inspection, it is established that the goods are not in conformity with Article 13.1, the Contractor must repair or replace the goods at its expense, at Urengo's exclusive discretion and at its first request, unless Urengo opts to dissolve (ontbinden) the agreement in whole or in part.

13.6 In urgent cases and if it must reasonably be assumed in consultation with the Contractor that it will not arrange for repair or replacement of the defective goods, or will not do so in a timely manner or to Urengo's satisfaction, Urengo may perform or commission the repair or replacement at the Contractor's expense. That will not release the Contractor from its obligations under the agreement.

ARTICLE 14 INSPECTION; INFORMATION FROM THE CONTRACTOR

14.1 Urengo and/or a person/persons designated for that purpose by Urengo will have the right to inspect the goods before and after delivery, whereby "inspection" includes checking, testing and inspecting.

14.2 The Contractor must give access or must ensure that access is given to Urengo and/or the person(s) designated for that purpose by Urengo to the locations where the goods are produced or stored, must cooperate with the persons who perform the inspection and must provide the documentation and information required for the inspection at its expense.

14.3 Within five days after Urengo requests an inspection, the Contractor must inform Urengo of the date and time at which the inspection may be performed and must, if necessary, provide the information and documentation required for the inspection in a timely manner beforehand. The Contractor may attend the inspection.

14.4 The costs of the inspection and/or of the person(s) designated for that purpose by Urengo will be payable by Urengo, unless the goods are rejected, in which case the costs will be payable by the Contractor. If the Contractor wishes to perform a second inspection in response to the rejection of the goods, the costs of such a second inspection will be payable by the Contractor.

14.5 Inspections must take place in accordance with the procedures that apply at Urengo. A written protocol will be drawn up for each inspection.

14.6 If the goods are rejected in whole or in part on the grounds of an inspection, Urengo will give the Contractor written notice of that rejection as soon as possible.

14.7 If goods are rejected after their delivery and acceptance, the risk in the rejected goods will pass back from Urengo to the Contractor on the date of the notice of rejection referred to in Article 14.6.

14.8 If an inspection is performed by an independent organisation, the outcome of the inspection will be binding on the parties. The same applies to the outcome of a second inspection performed by an independent third party.

14.9 The Contractor must make every effort to enable Urengo and/or the person(s) designated for that purpose by Urengo to perform or commission inspections at the Contractor's subcontractors.

14.10 The Contractor must provide Urengo of its own accord on a periodical basis agreed on or to be agreed between the parties with all the information required, agreed on or to be agreed between the parties, to enable Urengo to assess the safety, quality and reliability of the delivery, the price level and the general status of the Contractor's business.

14.11 The Contractor must cooperate in any supplier ratings to be performed by Urengo or by third parties on behalf of Urengo.

ARTICLE 15 CONFIDENTIALITY

15.1 The Contractor must observe strict confidentiality regarding the existence, nature and content of the agreement and all business information of Urengo that has come or has been brought to its attention in any manner whatsoever, and may use such information only for the performance of the agreement.

15.2 Without Urengo's express prior written consent, the Contractor may not disclose to third parties the existence, nature and content of the agreement and any business information of Urengo that has come or has been brought to its attention in any manner whatsoever, and may not multiply the same.

15.3 All data, documents and other business information made available to the Contractor by Urengo under the agreement will remain Urengo's property at all times and must be returned at Urengo's first request or at the latest on delivery.

15.4 The Contractor must also impose the obligations set out in this Article 15 on its employees and on any third parties engaged by it.

15.5 If necessary, Urengo may require of employees of the Contractor and of any third parties engaged by the Contractor that they sign confidentiality agreements.

15.6 On breach of the provisions of this Article 15 the Contractor will forfeit an immediately payable penalty of 25% of the total net contract price of the agreement concluded between the Contractor and Urengo, or any agreements already concluded, per breach, all of this notwithstanding Urengo's other rights, including its rights to demand specific performance and to claim full damages.

15.7 This Article 15 will remain in force and will continue to apply indefinitely also after termination of the agreement.

ARTICLE 16 INTELLECTUAL PROPERTY

16.1 The Contractor warrants that the use, including resale, of the goods delivered by it or of the tools purchased or produced by it for Urengo will not infringe any third-party patent rights, trademark rights, design rights, copyrights or other intellectual property rights or other rights, including rights regarding the protection of know-how and other confidential business information of third parties.

16.2 The Contractor must indemnify Urengo against any and all claims arising from any infringement of the rights referred to in Article 6.1 and must hold Urengo harmless from any loss resulting from any infringement of third-party rights.

16.3 Urengo will be and remain the owner of all intellectual property rights and other rights in respect of product design and configuration, "works" within the meaning of copyright law, trademarks, inventions, know-how and other information, databases, and other materials disclosed or otherwise made available to the Contractor.

16.4 All intellectual property rights that arise during and/or as a result of the performance of the agreement by the Contractor, including all rights in respect of improvements of and/or changes to existing intellectual property rights, will be vested in Urengo. The Contractor hereby transfers all those rights to Urengo in that future event. At Urengo's first request the Contractor must fully and unconditionally cooperate in the transfer of those intellectual property rights and in the registration of that transfer in the relevant patent registers, trademark registers, design registers and other registers.

ARTICLE 17 TRANSFER

17.1 The rights and obligations arising for the Contractor from the agreement cannot be transferred in whole or in part. Only with Urengo's prior written consent may the Contractor assign or transfer those rights and/or obligations to one or more third parties or otherwise dispose of them.

17.2 The Contractor may not outsource the performance of its obligations under the agreement in whole or in part to one or more third parties without Urengo's prior written consent.

17.3 Urengo may make the consent referred to in this Article 17 subject to conditions.

ARTICLE 18 LIABILITY

18.1 The Contractor will be liable for any and all loss incurred by Urengo as a result of acts or omissions on the part of the Contractor, its staff and/or third parties engaged by it.

18.2 In addition to the loss referred to in Article 18.1, the Contractor will be liable for any and all loss within the meaning of Part 6.3.3 of the Dutch Civil Code (product liability) incurred by Urengo and/or third parties as a result of defects in goods delivered by the Contractor. That liability will also apply to loss caused by a defect in part of a good that originated at a third party (such as components, raw materials, etc.).

18.3 The Contractor must indemnify Urengo against any and all third-party claims for reimbursement of loss for which the Contractor is liable under this Article 18 and, at Urengo's first request, must enter into a settlement with such third parties or must file a defence against such claims in court, instead of or together with Urengo, all of this at Urengo's discretion.

18.4 Employees of Urengo will be regarded as third parties for the purposes of this Article 18.

18.5 The Contractor must take out adequate insurance to cover the liability referred to in this Article 18 and must give Urengo access to the insurance policy in question at its request.

18.6 Urengo will not be liable for any loss incurred by the Contractor, its employees and/or any third parties engaged by it, unless the loss is due to intent or wilful recklessness on the part of Urengo. If Urengo is nevertheless liable, its liability will be limited to the amount actually paid by its insurer.

18.7 If an employee of the Contractor holds Urengo liable without any intent or wilful recklessness being involved on the part of Urengo, the Contractor must hold Urengo harmless against any and all costs and loss resulting from such notice of liability.

ARTICLE 19 TERMINATION AND DISSOLUTION

19.1 Urengo may prematurely terminate the agreement at any time without observing any notice period, by giving written notice to the Contractor.

19.2 The Contractor must terminate the performance of the agreement immediately after receipt of the written notice referred to in Article 19.1. The parties will consult on the consequences of such termination.

19.3 In the event of (i) breach of performance by the Contractor of its obligations under the agreement or any resulting agreements; (ii) insolvency or a suspension or provisional suspension of payment of the Contractor, or similar proceedings being instituted against the Contractor in any other jurisdiction; or (iii) cessation, liquidation, takeover or any similar condition of the Contractor's business, the Contractor will immediately be in default without any further notice of default being required.

19.4 In a case such as that referred to in Article 19.3 or if the Contractor fails to provide Urengo with the data, equipment, software or employees required for the performance of the agreement, or fails to do so in a timely manner, in full or in accordance with the agreements made, Urengo may immediately dissolve (ontbinden) the agreement in whole or in part by giving written notice to the Contractor and/or may suspend its payment obligations and other obligations, without being liable for damages and notwithstanding any other rights that it may have, including but not limited to the right to claim full damages and repayment of any amount already paid.

19.5 Any and all claims that Urengo may have or acquire against the Contractor on the grounds of the cases set out in this Article 19 will fall due immediately and in their entirety.

19.6 If the Contractor argues that the breaches cannot be attributed to it, Urengo may terminate the agreement in accordance with Article 19.1.

ARTICLE 20 GOVERNING LAW AND JURISDICTION

20.1 These General Conditions, the agreement and any and all resulting agreements will be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

20.2 Any and all disputes that may arise between the parties with regard to these General Conditions, the agreement or any resulting agreements will be submitted exclusively to the competent court of Almelo, the Netherlands.

ARTICLE 21 TRANSLATION

These General Conditions were originally drawn up in the Dutch language. In the event of any obscurity or difference of interpretation between the English and the Dutch versions of these General Conditions, the Dutch version will prevail at all times.

CHAPTER 2

THE PROVISION OF SERVICES, THE EXECUTION OF ORDERS AND THE CONTRACTING OF WORK BY THE CONTRACTOR ON BEHALF OF URENCO

ARTICLE 22 APPLICABILITY

22.1 The conditions set out in this Chapter 2 govern (i) all requests made by Urengo to the Contractor regarding the provision of services, the execution of orders or the contracting of work (the "Work") by the Contractor; and (ii) the compliance with such requests by the Contractor, possibly in combination with the delivery of goods.

22.2 In addition to this Chapter 2, the conditions of Chapter 1 also govern the activities referred to in Article 22.1, unless otherwise expressly provided in this Chapter 2.

ARTICLE 23 REPRESENTATION OF THE PARTIES

Before the start of the Work, each party must inform the other party in writing of the contact details of the persons who will be engaged on its part in the performance of the agreement and who are authorised to represent it in all matters related to the performance of the agreement.

ARTICLE 24 REGULATIONS

24.1 In addition to Article 15, the Contractor, its employees and subcontractors must abide by the Contractors Regulations of Urengo Nederland B.V. and the General Security and Safety Rules and Rules of Conduct for Contractors of Urengo Nederland B.V., as well as the Alcohol, Drugs and Medicines Policy that applies at Urengo. Urengo will have the right to change such regulations, in which case it will inform the Contractor accordingly.

24.2 During an instruction meeting Urengo will inform the Contractor, its employees and any subcontractors engaged or to be engaged by the Contractor of the circumstances within Urengo's premises and the regulations that apply there. Urengo may repeat the instruction meeting whenever it wishes. The Contractor must obligate its employees and its subcontractors to attend those meetings. Urengo may amend such regulations, in which case it will inform the Contractor accordingly.

24.3 Insofar as available in writing, Urengo will provide the Contractor with a copy of or give it access to the regulations referred to in Articles 24.1 and 24.2, unless they are confidential documents or unless the nature of the documents otherwise so opposes.

24.4 The Contractor may not commence the Work and gain access to Urengo's premises before taking note of the documents referred to in Article 24.1 and being informed by Urengo of and abiding by the regulations referred to in Article 24.2.

24.5 On breach of the provisions of Article 24.4 Urengo may (i) immediately deny the persons in question access to Urengo's premises and buildings; and/or (ii) suspend the performance of the Work with immediate effect, all of this unless Urengo prefers to dissolve (ontbinden) the agreement in whole or in part, in accordance with the provisions of Article 19.

24.6 The Contractor must immediately inform Urengo of any dangerous situations and of any situations in which the regulations have not been or have not adequately been observed.

ARTICLE 25 DOCUMENTATION MADE AVAILABLE BY URENCO

25.1 Before performing the Work the Contractor must ensure that any specifications, drawings and other documentation that it has received from Urengo with a view to the performance of the agreements are complete and correct.

25.2 De The Contractor must inform Urengo as soon as possible in writing of any errors or omissions in that

documentation. The Contractor must make proposals to Urengo for improvements of or amendments to the documents in question. Those improvements or amendments will form part of the agreement after being approved in writing by Urengo.

25.3 If the Contractor fails to inform Urengo in writing within two weeks after receipt of a document of its objections to that document, it will be deemed to have accepted the document and may not later argue that the document is incorrect or incomplete.

ARTICLE 26 PREPARATION AND PERFORMANCE OF THE WORK

26.1 The Contractor warrants that the Work will be prepared and performed in accordance with the highest standards of competence and expertise, in accordance with the agreement and all related regulations and documents, and in accordance with Urengo's directions and instructions, in such a way that the Work will lead to the agreed result. Urengo's processes must remain in operation during the performance of the work; the Contractor must to the extent possible perform any work that disrupts or might disrupt the operations outside Urengo's customary working hours, in consultation with Urengo and with its prior consent.

26.2 Within one week after the conclusion of the agreement the Contractor must present Urengo with a detailed time schedule for the performance of the Work, stating the milestones to be achieved.

26.3 The time schedule will form part of the agreement after being approved in writing by Urengo.

26.4 The Contractor must provide Urengo with a progress report on a periodical basis yet to be agreed on. The Contractor must furthermore keep Urengo informed of whether the milestones stated in the time schedule for the performance of the work will be met.

26.5 Unless otherwise agreed in writing, the Contractor must arrange at its own expense for the application for, receipt of and compliance with permits, exemptions and other official documents required for the performance of the agreement.

26.6 If the agreement includes the assembly of goods supplied by third parties, those goods will be at the Contractor's risk after being handed over to the Contractor by Urengo. In this regard both parties must sign for approval a list drawn up by Urengo containing a description of the goods in question.

26.7 If in Urengo's opinion the Contractor does not perform the agreement in accordance with the provisions of Article 26.1, the Contractor must repair or re-perform the Work in whole or in part at its own expense at Urengo's first written request, in accordance with the provisions of Article 26.1, unless Urengo wishes to dissolve (ontbinden) the agreement in accordance with the provisions of Article 19.

26.8 In urgent cases and if it must reasonably be assumed in consultation with the Contractor that it will not or cannot arrange for repair or replacement within the stipulated period, Urengo may itself perform or arrange for the repair and/or replacement, at the Contractor's expense. This will not release the Contractor from its obligations under the agreement.

26.9 Third parties (such as subcontractors, etc) may be engaged in the performance of the agreement only with Urengo's prior written consent.

26.10 If third parties are engaged in the performance of the agreement in addition to the Contractor, each of them will be jointly and severally liable for the performance of the agreement as a whole. The Contractor undertakes to impose this joint and several liability and the provisions of the agreement and the General Conditions in their entirety on any third party/parties engaged by it.

26.11 The Contractor must arrange for sound coordination of the Work and deliveries from any third parties engaged in the performance of the agreement.

ARTICLE 27 STAGNATION

27.1 If it is foreseeable that the agreement will not be performed or completed in accordance with the time schedule, the Contractor must inform Urengo accordingly as soon as possible and must make proposals to Urengo on its own initiative to avoid or limit stagnation.

27.2 In urgent cases and if it must reasonably be assumed in consultation with the Contractor that the Contractor will not or cannot perform its obligation within the stipulated period, Urengo may engage third parties at the Contractor's expense to avoid or limit the stagnation. This will not release the Contractor from its obligations under the agreement.

ARTICLE 28 PRICES, RATES, INVOICES AND PAYMENTS

28.1 The agreed prices and rates include all the work to be performed by the Contractor and third parties under the agreement, including all related cost items, such as inspections, tools and equipment.

28.2 Additions, travel and accommodation expenses and travel time will be reimbursed by Urengo only if and insofar as agreed in writing.

28.3 The Contractor must send its electronic invoice to fsc@urengo.com each month in arrears while submitting an itemisation in accordance with the categories stated in the agreement.

28.4 Payment will be made within 30 days after performance of the Work and receipt by Urengo of the invoice, provided that Urengo has approved the Work and has received all related documentation.

ARTICLE 29 VERIFICATION

29.1 The Contractor must keep records regarding the performance of the agreement from which the costs incurred and obligations undertaken are apparent at all times.

29.2 Urengo may at any time gain access to the Contractor's business, inspect its records and consult its employees, all of this if and insofar as the agreement is concerned.

29.3 The Contractor must provide Urengo at its first written request with copies of the documents related to the agreement.

ARTICLE 30 PRIVACY

30.1 The Contractor guarantees that all statutory requirements relating to the processing of personal data, including the requirements imposed by or pursuant to the General Data Protection Regulation (GDPR) and/or the law implementing the GDPR and/or other applicable laws and regulations, will be strictly observed. The Contractor will provide Urengo with all information requested in that respect, in writing and without delay. In the context of the Agreement and of these General Conditions, the Contractor must be regarded as the Data Processor within the meaning of the GDPR and/or the law implementing the GDPR and Urengo must be regarded as the Controller within the meaning of such legislation. The Contractor will make every effort to cooperate with the obligations to be fulfilled by Urengo as the Controller. The Contractor shall be fully responsible for the associated costs.

30.2 The Contractor indemnifies Urengo against all third-party claims which may be instated against Urengo because of a violation of the GDPR and/or the law implementing the GDPR and/or other legislation, not attributable to Urengo, pertaining to the processing of personal data.

30.3 The Contractor indemnifies Urengo against all third-party claims, including claims from public authorities, which may be instated against Urengo because of a violation of such legislation, on the Contractor's part, pertaining to the statutory retention periods.

30.4 If and insofar as, pursuant to the GDPR and/or the law implementing the GDPR and/or other legislation pertaining to the processing of personal data, a Data Processing Agreement must be concluded between Urengo and the Contractor, the Contractor undertakes to refrain from carrying out any activities and/or services under the Agreement, before having concluded such Data Processing Agreement with Urengo.

ARTICLE 31 EMPLOYEES OF THE CONTRACTOR

31.1 Employees of the Contractor must meet any and all special conditions stipulated by Urengo and, absent such conditions, the general requirements of professional competence and expertise. The Contractor warrants that its employees will have the qualifications required to provide the performance.

31.2 If in Urengo's opinion the Contractor's employees are insufficiently qualified or if in Urengo's opinion the Contractor's employees fail to abide by the applicable regulations, including but not limited to the Alcohol, Drugs and Medicines Policy that applies at Urengo, Urengo may demand that the employees in question be replaced and the Contractor must immediately replace them, in accordance with the provisions of Article 31.1.

31.3 The Contractor must arrange for accommodation for its employees at its own expense.

31.4 The Contractor must ensure that its employees at Urengo's premises have the required admission ID in accordance with the regulations that apply at Urengo.

31.5 The Contractor must ensure that its presence and the presence of its employees at Urengo's premises do not hinder the progress of Urengo's work and that of third parties. *vormen voor de voortgang van het werk van Urengo en van derden.*

31.6 Urengo may require that employees of the Contractor are able to present proof of identity at all times.

31.7 Urengo reserves the right to deny the Contractor and its employees access to its premises without stating any reason.

ARTICLE 32 MATERIALS AND TOOLS

32.1 The Contractor must arrange at its own expense for the materials and tools that it will use when performing the agreement, which materials and tools must meet all statutory requirements and other government regulations.

32.2 Urengo may inspect all the materials and tools to be used in the performance of the agreement.

32.3 Urengo rejects materials and/or tools to be used in the performance of the agreement in whole or in part, the Contractor must immediately replace the rejected materials and tools, in accordance with the provisions of Article 32.1.

32.4 The Contractor must arrange at its own expense for suitable storage space for the materials and tools to be used in the performance of the agreement.

ARTICLE 33 SPARE PARTS

33.1 If and insofar as the agreement provides that the Contractor must supply spare parts, the Contractor must keep them in stock for a maximum period of ten years after delivery of the Work.

33.2 If the production of spare parts will be changed or terminated, the Contractor must inform Urengo accordingly no later than six months beforehand in writing.

ARTICLE 34 TESTS

34.1 A functional test must be performed the moment the Work or an agreed part of the Work is ready for use.

34.2 The functional test must be performed by the Contractor in Urengo's presence.

34.3 The test must be performed in accordance with the procedures that apply at Urengo.

ARTICLE 35 DELIVERY

35.1 The moment all the relevant conditions stipulated in the agreement have been met, the Contractor must ask Urengo in writing whether it may deliver the Work.

35.2 Delivery will take place as soon as all the relevant conditions stipulated in the agreement have been met.

ARTICLE 36 URENCO'S PERMIT SYSTEM

36.1 A permit system applies within Urengo's premises. By signing the agreement the Contractor declares that it has taken note of that system; on request, Urengo will provide it with further information in that regard.

36.2 The Contractor may not perform work at Urengo's premises without a valid permit.

ARTICLE 37 NUCLEAR POWER ACT

The performance of the agreement is governed by the provisions of the Kernenergiewet (Nuclear Energy Act) and the resulting rules and other statutory regulations.

ARTICLE 38 SEQUENTIAL LIABILITY

38.1 If and insofar as the agreement is governed by the Wet ketenaansprakelijkheid (Sequential Liability Act), the Wet aanpak schijnconstructies (Fraud (Bogus Schemes) Act) or statutory regulations that replace or supplement those Acts, the Contractor must comply with all the obligations arising from those Acts.

38.2 In cases to be determined by Urengo, Urengo may pay part of the contract sum either via a blocked account or directly to the authorities in question or to the Contractor's employees in question.

38.3 All payments made by Urengo in accordance with this Article 38 via a blocked account or otherwise will be deducted from the payments that must be made in accordance with Article 28.4.

38.4 The Contractor must provide Urengo with all the information and data required in light of Urengo's accounting requirements within the meaning of the Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004 (Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations) and the Fraud (Bogus Schemes) Act.

ARTICLE 39 WORKING CONDITIONS, SAFETY AND THE ENVIRONMENT

39.1 The Contractor is aware of the fact that Urengo sets great store by working conditions, safety and the environment.

39.2 The Contractor is aware of and will comply with all Dutch and international legislation and regulations that apply to Urengo's business regarding working conditions, safety and the environment.

39.3 The Contractor must make every effort to avoid accidents during the performance of the work for which the Contractor is responsible that give rise to personal injuries, absenteeism and/or damage. If such accidents nevertheless occur, the Contractor will be fully liable for all the direct and indirect costs consequently incurred by Urengo and must reimburse those costs at Urengo's first written request.

39.4 The Contractor must ensure that the workplace at Urengo made available to the Contractor, its employees or any third parties engaged by it is cleared of any waste material on a daily basis. The removal and processing, if any, of materials by the Contractor must take place in accordance with the applicable legislation and regulations and in such a manner that Urengo cannot be held liable in that regard.

39.5 If the Contractor fails to perform its obligations referred to in Article 39.4, Urengo will demand such performance. If, despite a demand from Urengo, the Contractor nevertheless fails to perform its obligations referred to in Article 39.4, the Contractor will forfeit an immediately payable penalty in the amount of EUR 1,000 to Urengo, each time the obligations referred to in Article 39.4 are not performed. The penalty referred to above will be payable notwithstanding any other rights of Urengo in such an event, including but not limited to its right to demand specific performance and to claim full damages.

39.6 The use and the application of the environmentally harmful and environmentally unfriendly materials and of any carcinogenic, mutagenic or reprotoxic substances will be permitted only with Urengo's prior written consent. The use and application of packaging materials made of environmentally harmful and environmentally unfriendly materials and of carcinogenic, mutagenic or reprotoxic substances must be kept to a minimum. If work is performed by the Contractor or by any third parties engaged by it in which environmentally harmful, environmentally unfriendly, carcinogenic, mutagenic or reprotoxic substances are released, those substances must be collected and must immediately be removed by the Contractor.

39.7 Care systems regarding working conditions, safety and the environment are in place at Urengo. Before performing the work, the Contractor must assess on the basis of those care systems the risks in the field of working conditions, safety and the environment involved in the performance of the work. The Contractor must minimise any risks established before performing the work. The Contractor itself must thereby arrange for approved or certified material, personal protective

equipment and qualified staff.

39.8 The Contractor must strictly comply with the applicable safety regulations, both general and specific.

39.9 The Contractor must cooperate in any work arising from the care systems, such as audits and the provision of information to employees of the Contractor who work within Urengo's premises.

CHAPTER 3

ADDITIONAL CONDITIONS GOVERNING ICT PERFORMANCES

ARTICLE 40 APPLICABILITY

40.1 In the case of an ICT Performance, the provisions of Articles 40 to 49 of these General Conditions will apply in addition to those of Chapters 1 and 2. In the event of inconsistencies between the former and the latter articles, the former articles will prevail.

ARTICLE 41 ADDITIONAL DEFINITIONS

- a)** Source Code: the original code, written in a programming language, that contains program instructions developed by the programmer and that, before being performed, must be converted into a computer readable form: the object code. For the purposes of these General Conditions and the agreement, the source code furthermore means all materials and/or Documentation in or in addition to the source code that are required in order to correctly use, correct and process the source code, for installation and implementation, to understand the setup and the structure of all changes made to the Software, either in source code form or in any other form;
- b)** Cloud Service: the cloud service remotely made available and kept available to Urengo by the Contractor. The cloud service consists of a specific and standardised ICT Performance that can be accessed, via the Internet or any other network, without being made available to Urengo on a physical carrier;
- c)** Documentation: system and user manuals regarding the ICT Performances, goods, hardware, software, Cloud Services and/or courses/training to be provided by the Contractor;
- d)** ICT Performance: all goods and/or services in the field of information and communication technology provided by the Contractor, including the supply, conversion, installation, implementation, maintenance, repair and production of and advice on software, system software, hardware or IT systems, or parts thereof, all of this together with the related materials, tools, replacement parts and Documentation, the provision of user rights to software and/or hardware, the maintenance and hosting of software, networks (and parts thereof) and websites, the registration or arranging for the registration of domain names, and the designing of websites and web applications;
- e)** Customised Software: the outcome of the ICT Performance whereby Software is developed and implemented specifically for the benefit of Urengo or changes are made to standard software specifically for the benefit of Urengo, together with the related Documentation and materials; and
- f)** Software: the set of program rules to be provided by the Contractor, in a form in which they can be processed by a computer, either directly or indirectly, to achieve a certain result, yet to be described, and related new versions, improved versions, Documentation and materials. This term includes Customised Software.

ARTICLE 42 GENERAL OBLIGATIONS OF THE CONTRACTOR

42.1 The Contractor must perform its obligations under the agreement in close cooperation with Urengo. The Contractor must always fully and correctly inform Urengo about the work performed and yet to be performed for Urengo.

42.2 The Contractor warrants the quality, expertise and conduct of its employees and any third party engaged who are entrusted by or on behalf of the Contractor with the performance of its obligations under the agreement. The Contractor warrants that its employees and any third party engaged who are entrusted with the performance of its obligations under the agreement will minimise any disruption to Urengo's operations and will abide by Urengo's company rules and act accordingly.

42.3 The Contractor warrants that, when performing work under the agreement, it will use only employees or engage third parties whose integrity is beyond doubt. Urengo may demand of the Contractor that it present a Certificate of Good Conduct with regard to all the employees and third parties to be engaged. If the Contractor introduces further procedures after the conclusion of the agreement to establish the integrity of the persons working for the Contractor or if Urengo sets further conditions regarding the integrity of the persons working at Urengo, the Contractor must cooperate in the implementation of those procedures and must comply with any further conditions set by Urengo. Urengo will immediately inform the Contractor in writing of any such further procedures or further conditions.

42.4 The Contractor declares that it will refrain from abusing its position as an employer or a principal in relation to its employees or any third party engaged in order to obtain confidential, media and commercially sensitive information regarding and/or belonging to Urengo.

42.5 If it follows from the agreement that the Contractor must coordinate the services to be provided by it with work or

services to be performed/provided by third parties engaged by Urengo, the Contractor must consult with those third parties and Urengo to discuss and determine the conditions of the cooperation and must subsequently comply with those conditions.

ARTICLE 43 QUALITY AND WARRANTY

43.1 The Contractor warrants in addition to the provisions of Article 13 that the ICT Performance will meet the provisions of this article and the agreement, also during peak loads, that the ICT Performance will be efficient, coherent and sound, that the ICT Performance can be used without any changes and is and will remain entirely compatible with Urengo's current ICT environment, that the ICT Performance will not contain any security measures or functions or any elements alien to the ICT Performance (such as logic bombs, viruses and worms) other than those stated in the Documentation, that new versions and updates of the ICT Performance will regularly be issued and that it will be possible to deliver at a reasonable price exchangeable and functionally similar parts, components and expansions that are equivalent to those available and/or announced on the date of signature of the agreement.

43.2 Urengo will have the right but will not be obligated to put the new versions and updates to use. The Contractor furthermore warrants that the quality and capabilities of any third party or third parties engaged by it will be at least equivalent to those of the Contractor and that it will meet all the other standards and warranties that are customary in the Contractor's sector and that a competent and diligent Contractor may be expected to meet in the circumstances of the case by customary standards of diligence, professional competence and professional conduct.

43.3 Notwithstanding the provisions of Article 43.1, the Contractor furthermore warrants for a period of twelve months after acceptance that defects of the ICT Performance will be repaired at the Contractor's expense. For the purposes of these additional conditions "defects" means failure of the ICT Performance to meet or to fully meet the agreed specifications, or any other inadequate functioning of the ICT Performance. If the ICT Performance does not meet the requirements set out in Articles 13 and 42.1 within a period of twelve months after acceptance (or the warranty period applied by the Contractor, if it is longer), the Contractor must repair or replace the ICT Performance at its expense at Urengo's first request as soon as possible but no later than within two weeks, notwithstanding the other rights vested in Urengo under the agreement or any resulting further maintenance agreement or other agreement. If the ICT Performance is replaced under this article, a new twelve-month warranty period will commence. If in the Contractor's opinion Urengo cannot rely on the warranty provisions because a defective function or defective part does not form part of the warranted properties or because a defect is allegedly due to different causes, not attributable to the Contractor, the burden of proof in that regard will be on the Contractor. If the Contractor fails to perform its obligation to repair defects within the stipulated period, Urengo will have the right, notwithstanding its other rights, after giving written notice itself to repair such defects or to have them repaired by third parties, at the Contractor's expense. The Contractor must then fully cooperate. In that case the Contractor must provide the information required at Urengo's first request.

ARTICLE 44 DOCUMENTATION

44.1 The Contractor must provide Urengo with Documentation in the Dutch language that provides a correct, complete and detailed description of the ICT Performance and its functions. The Documentation must furthermore enable Urengo and its users to test and maintain the ICT Performance, or to arrange for such testing and maintenance, and to make easy use of all the possibilities offered by the ICT Performance. The Documentation must always be provided in a timely manner, before or at the same time as the delivery of the ICT Performance or test versions of the ICT Performance.

44.2 The Contractor must replace, amend or update the Documentation as soon as possible and free of charge if it is established that the Documentation contains incorrect information or is otherwise incomplete, inadequate, unclear or obsolete.

ARTICLE 45 DELIVERY, IMPLEMENTATION/INSTALLATION AND ACCEPTANCE TEST

45.1 All goods delivered by the Contractor to Urengo under an agreement will first be subjected to an acceptance test within the periods agreed on for that purpose and in the manner described for that purpose.

45.2 Implementation or installation must take place in accordance with the provisions of the agreement. The ICT Performance must be implemented or installed by the Contractor in conformity with the ICT environment that already exists at Urengo and in accordance with the working hours, protocols and company rules that apply at Urengo. As soon as the implementation or installation has been completed in the parties' opinion, the parties will draw up and sign a certificate of implementation or installation. That certificate will not constitute acknowledgement that the ICT Performance delivered is in conformity with the agreement and these General Conditions and with the warranties referred to in Articles 13 and 43.

45.3 Urengo will have the right during an acceptance test to make fully operational use of the items made available for that purpose. If any defects are established during any

acceptance test, the Contractor must remedy those defects in the shortest possible term and again present them in their entirety to Urengo for acceptance. If Urengo again establishes defects in the second acceptance test, Urengo may dissolve (ontbinden) the agreement in question with immediate effect, in whole or in part, without any further notice of default being required and notwithstanding Urengo's other rights. The above equally applies to the rights vested in Urengo on the grounds of late delivery by the Contractor or the exceeding of any other term set in the agreement.

45.4 Minor defects, at Urengo's discretion, will not stand in the way of acceptance, notwithstanding the Contractor's obligation to remedy such defects free of charge as soon as possible. Acceptance of the ICT Performance will not affect Urengo's other rights.

45.5 If the goods delivered are not in accordance with the warranties referred to in Articles 13 and 43, the Contractor must take all necessary measures, perform all necessary work and arrange for alternatives within a reasonable period, to ensure that the goods delivered are in conformity with the agreement. If the Contractor fails to perform its obligation to do so, Urengo may, notwithstanding its other rights, take all necessary measures and perform all work, or arrange for such work to be performed, at the Contractor's expense, to ensure that the goods delivered are in conformity with the agreement.

45.6 The acceptance test by or on behalf of Urengo will not constitute acknowledgement that the ICT Performance provided is in accordance with the warranties set out in Articles 13 and 43.

45.7 Notwithstanding the provisions of Article 8 of the General Conditions, if the ICT Performance consists of the delivery of hardware, title to that hardware will pass to Urengo on acceptance by Urengo in accordance with the provisions of this article.

ARTICLE 46 INTELLECTUAL PROPERTY RIGHTS AND OTHER (SIMILAR) RIGHTS

46.1 All intellectual property rights ("IP Rights") to an ICT Performance specifically developed for the benefit of Urengo will be vested in Urengo. The Contractor hereby transfers those rights to Urengo in that future event or as from the date on which those IP Rights arise. Insofar as the transfer requires a further deed or the performance of other formalities, the Contractor hereby irrevocably authorises Urengo in that future event to draw up that deed, to sign it on behalf of the Contractor and to perform those formalities also on behalf of the Contractor, notwithstanding the Contractor's obligation at Urengo's first request to cooperate in the further implementation of that transfer. The Contractor hereby waives in relation to Urengo any and all personality rights vested in it insofar as the applicable regulation allows such waiver. The Contractor warrants that the employees and contractors involved on its part will waive in relation to the Contractor any and all personality rights vested in them, insofar as permitted by law, in the employment contracts or services agreements that apply between those employees and contractors on the one hand and the Contractor on the other hand.

46.2 The Contractor acknowledges that Urengo has become or will become the exclusive and sole owner of the IP Rights as a result of the transfer referred to in Article 46.1. The IP Rights must be unencumbered. Insofar as all or part of the IP Rights cannot be transferred, the Contractor hereby waives the right to rely on the IP Rights in relation to Urengo. The Contractor may not independently or otherwise exercise the IP Rights without Urengo's prior written consent.

46.3 Without Urengo's prior written consent the Contractor may not apply for or obtain protection under any intellectual property or other legislation in respect of the ICT Performance anywhere in the world.

46.4 The Contractor warrants and represents towards Urengo that the performance of the agreement, the use of the ICT Performance by Urengo and the transfer referred to in Article 46.1 will not infringe any third-party intellectual property rights or other associated or related rights, such as personality rights. The Contractor warrants and represents towards Urengo that the performance of the agreement, the use of the ICT Performance by Urengo and the transfer referred to in Article 46.1 is not and will not be otherwise unlawful towards third parties. This means that any third party or parties engaged by the Contractor in the conclusion or performance of the agreement cannot claim any rights and/or financial compensation in that regard. The Contractor indemnifies Urengo in that regard against any and all loss (including all judicial and extrajudicial costs) that may at any time arise for Urengo due to failure on the part of the Contractor to comply with the undertaking given in this article.

46.5 Apart from the agreed price, the Contractor will not be entitled to any other payment (by any name whatsoever), also not in the event of reuse by Urengo of all part of the ICT Performance.

46.6 Urengo may make such changes or additions to the ICT Performance, or arrange for them to be made, as it considers useful and/or desirable. Urengo will not require the Contractor's permission to do so and the Contractor hereby waives its right to rely on any Intellectual Property Rights or other rights that it may have in that regard or any associated or related rights, such as personality rights. The Contractor declares that it is willing, on request, on conditions then to be agreed on, to advise when such changes or additions are made to the ICT Performance. However, Urengo will in no event be required to follow the advice given by the Contractor.

46.7 If the Contractor provides Urengo with Software that already existed before the conclusion of the agreement, provided that the Contractor is authorised to dispose of the Source Code of that Software, the Contractor must, at Urengo's

first request, enter into an escrow agreement with the Contractor in respect of the Source Code and all required technical Documentation, which agreement will entitle Urengo with immediate effect to request the surrender of the Source Code and technical Documentation if:

- a) a petition for liquidation is filed or a suspension of payment is applied for in respect of the Contractor, or if the Contractor is put into liquidation or is granted a suspension of payment, or if the company with which the agreement was concluded is wound up; or
- b) the Contractor fails to perform any obligation that it has towards Urengo in respect of the Software in question.

46.8 The Contractor furthermore warrants that Urengo's rights will not be affected in any manner if the Contractor transfers the IP Rights to a third party.

46.9 Urengo may make copies for backup purposes of Software provided by the Contractor. If it is unable to do so due to security measures, the Contractor must provide sufficient backup copies free of charge at Urengo's first request.

46.10 On termination of the agreement, for any reason whatsoever, no retransfer of any Intellectual Property Right will take place. Insofar as Urengo has acquired any right of use in respect of the ICT Performance, Urengo may continue to use the ICT Performance on the basis of the conditions in question, unless it is established in court that Urengo has attributable failed to perform its obligations under the agreement.

46.11 Urengo has been granted a right of use of Software, that right of use in any event includes the following, without any additional fee being payable by Urengo in that regard:

- a) the right to use all the functionalities of the Software available to Urengo, also if they are not stated in the Documentation;
- b) the right to produce, save and regularly test copies of the Software and to keep them "hot standby". Urengo will not remove any copyright notices when multiplying Software;
- c) the right to use the Software for testing and development purposes; and
- d) the right to use the Software without any limitation of restriction in terms of the location, hardware, number of users, duration or other, including use by third parties for the benefit of Urengo.

ARTICLE 47 SUPPORT AND MAINTENANCE

47.1 The Contractor will train Urengo and its users of the ICT Performance in the use of the ICT Performance. The training will be provided by experts, preferably those who were involved in the implementation and installation.

47.2 The Contractor declares that it is willing at Urengo's first request to provide maintenance of the ICT Performance, which maintenance will commence at the end of the warranty period in accordance with the provisions of Article 43.3. The Contractor warrants that it will be able to provide maintenance of the ICT Performance at competitive rates for a minimum period of five years.

47.3 If no maintenance has been agreed on, the Contractor must unconditionally provide all the cooperation required to ensure that Urengo itself or a third party engaged by it can perform the maintenance. For that purpose the Contractor must provide Urengo or a third party engaged by Urengo for that purpose at its first request with the information (or additional information) required for that purpose.

47.4 Maintenance that may lead to the disruption of any business process at Urengo must, in principle, be performed outside Urengo's customary working hours.

47.5 If, in light of the importance of immediate repair of a defect, disruption of the business process as referred to in the preceding paragraph is unavoidable, the Contractor must inform Urengo accordingly in a timely manner before commencing the maintenance.

47.6 Maintenance must in any event include the preventive avoidance of defects, the identification and repair of defects, the provision of patches and improved versions of Software and, if agreed, the provision of new versions of Software. The Contractor must ensure that improved and new versions are made available in a timely manner. Urengo will not be obligated to put new versions to use.

47.7 The Contractor may implement a temporary solution only with Urengo's approval. Unless the parties otherwise agree in a specific case, the Contractor must replace a temporary solution with a final solution as soon as possible.

ARTICLE 48 DATA SECURITY

The Contractor must take reasonable measures to avoid and limit the consequences of breakdowns, defects in the provision of services and the mutilation or loss of data or other incidents, and must take additional measures if necessary. The Contractor declares that it is willing, at Urengo's request, to fully cooperate in any additional measures required by Urengo in this regard.

ARTICLE 49 PRIVACY

49.1 The Contractor guarantees that it shall comply with/ complies with all statutory requirements under the General Data Protection Regulation (GDPR) and/or the law implementing the GDPR and/or other applicable legislation pertaining to the processing of personal data. The Contractor indemnifies Urengo against all third-party claims which may be instated against Urengo because of violation of the applicable laws and regulations pertaining to the protection of personal

data. In the context of the Agreement and of these General Conditions, the Contractor must be regarded as the Data Processor within the meaning of the GDPR and/or the law implementing the GDPR and Urengo must be regarded as the Controller within the meaning of such legislation. The Contractor will make every effort to cooperate with the obligations to be fulfilled by Urengo as the Controller. The Contractor shall be fully responsible for the associated costs. Urengo and the Contractor shall conclude a separate Data Processing Agreement for the processing of personal data.

49.2 If and insofar as, pursuant to the GDPR and/or the law implementing the GDPR and/or other legislation pertaining to the processing of personal data, a Data Processing Agreement must be concluded between Urengo and the Contractor, the Contractor undertakes to refrain from carrying out any activities and/or services under the Agreement, before having concluded such Data Processing Agreement with Urengo.

CHAPTER 4

ADDITIONAL CONDITIONS GOVERNING SOFTWARE

ARTICLE 50 APPLICABILITY

In the case of an ICT Performance regarding Software, the provisions of Articles 50 to 56 of these General Conditions apply in addition to the provisions of Chapters 1 to 3 of these General Conditions. In the event of inconsistencies between the former and the latter articles, the former articles will prevail; in the event of inconsistencies between Articles 40 to 49 and Articles 50 to 56, the latter articles will in their turn prevail. The rights and obligations set out in Articles 50 to 56 relate only to Software in a form readable by a data processing machine and recorded on material readable by such a machine, as well as the related Documentation. The term "Software" as used in Articles 50 to 56 includes websites.

ARTICLE 51 DAY-TO-DAY MANAGEMENT AND SUPERVISION

The Contractor will be in charge of the day-to-day management and supervision of the implementation of the ICT Performance regarding the realisation and/or development and possibly the installation of Software.

ARTICLE 52 DELIVERY OF CUSTOMISED SOFTWARE

52.1 The ICT Performance regarding Software includes its delivery and/or development and possibly its installation.

52.2 If Software is developed, the parties will specify in writing what Software will be developed and in what manner that will be done. The Contractor must develop the Software with due care on the basis of the data provided by Urengo. The Contractor must investigate the correctness and completeness of the data or specifications made available to it and must notify Urengo of any inadequacies found.

ARTICLE 53 DELIVERY, INSTALLATION AND ACCEPTANCE OF SOFTWARE

53.1 Notwithstanding the provisions of Articles 7 and 14, the delivery, installation and acceptance of the Software developed or to be developed must take place in accordance with the provisions of this article.

53.2 The Contractor must inform Urengo in a timely manner of the delivery and/or installation of the Software developed or to be developed.

53.3 The Contractor must deliver the Software developed or to be developed to Urengo in conformity with the agreement and any specifications recorded in writing, on data carriers of the agreed type and/or the agreed format, or using telecommunication facilities (online). If and insofar as agreed in writing, the Contractor must install the Software developed.

53.4 All Software developed or to be developed that the Contractor must deliver to Urengo and/or must install under an agreement must first be submitted to an acceptance test within the agreed time frames and in the manner described. Delivery of the Software must take place in accordance with the provisions of the agreement. The period for an acceptance test will commence the moment the Software developed or to be developed has been delivered or on completion of its installation.

53.5 Urengo performs or commissions the acceptance test, Urengo will draw up and sign a test report as soon as possible and send it to the Contractor. Any defects found will be recorded in the test report, and also whether Urengo accepts or rejects the Software (on delivery or after installation). The test reports will not constitute acknowledgement that the Software delivered or installed is in conformity with the agreement and these General Conditions and with the warranties referred to in Articles 13 and 43.

53.6 Urengo will have the right during an acceptance test to make fully operational use of the items made available for that purpose.

53.7 If Urengo accepts the Software, the date of signature of the test report will serve as the date of acceptance.

53.8 Minor defects, at Urengo's discretion, will not stand in the way of acceptance, notwithstanding the Contractor's obligation to remedy such defects as soon as possible and free of charge. Acceptance of the Software will not affect Urengo's other rights.

53.9 If Urengo does not accept the Software on the first performance of the acceptance test, Urengo will repeat all or part of that test within a reasonable period to be set by Urengo. Urengo will then state in an additional test report whether the defects found in the first test have been remedied and whether Urengo then accepts the Software.

53.10 If Urengo rejects the Software, the Contractor must repair the defects found at its own expense within a reasonable period to be set for that purpose by Urengo, which period will commence on the date of signature of the test report. If the Contractor fails to comply, Urengo itself may remedy the defects, or cause them to be repaired by a third party, after giving notice to the Contractor and at the Contractor's expense. In that case the Contractor must fully cooperate in such repair free of charge, among other things by providing Urengo with any information required for that purpose at its first request. If for the reasons stated above Urengo itself repairs a defect or causes it to be repaired by a third party, that will not affect any of the Contractor's agreed responsibility for the Software.

53.11 If Urengo again rejects the Software after the second acceptance test, the Contractor will consequently be in default. In that case Urengo may dissolve (ontbinden) the agreement out of court with immediate effect, without any demand letter or notice of default being required and notwithstanding Urengo's other rights. The above will not affect the rights vested in Urengo on the grounds of the exceeding by the Contractor of any delivery period, installation period or other period set out in the agreement.

53.12 If the Software does not meet the warranties set out in Articles 13 and 43, the Contractor must within a reasonable period take all the necessary measures, perform all the necessary work and arrange for alternatives to ensure that the Software is in conformity with the agreement. If the Contractor fails to perform its obligation in that regard, Urengo may take or commission all the necessary measures and perform or commission all the necessary work to ensure that the Software is in conformity with the agreement, notwithstanding all its other rights.

53.13 The preceding acceptance test by or on behalf of Urengo does not constitute acknowledgement that the Software meets the guarantees referred to in Articles 13 and 43.

ARTICLE 54 WARRANTY

54.1 The Contractor warrants that the Software developed or to be developed that has been delivered or installed is suitable for the purpose envisaged by Urengo with regard to the use of the Software.

54.2 The Contractor must repair any data that are mutilated or lost.

ARTICLE 55 USE OF OPEN SOURCE SOFTWARE

If the Contractor uses (or also uses) open source Software when providing the ICT Performance, it must familiarise itself beforehand with the quality of that Software and must carefully investigate whether and, if so, by whom claims based on Intellectual Property Rights have been or are likely to be made in respect of that Software. If the Contractor uses open source Software, it must inform Urengo beforehand in writing about the applicable provisions under the open source licence conditions that will apply to Urengo and must send Urengo a copy of those conditions.

ARTICLE 56 MAINTENANCE OF SOFTWARE

56.1 If Urengo itself performs maintenance of the Software or commissions it to a third party, the Contractor must assist Urengo in that regard at its request, for a competitive fee. For that purpose the Contractor must provide Urengo or a third party engaged by it on request with the information (or additional information) required for that purpose. The above also applies to management activities regarding Software that Urengo itself performs or that it commissions to a third party.

56.2 If Urengo has furthermore agreed on maintenance with the Contractor, the relevant provisions of the agreement will apply.

CHAPTER 5

ADDITIONAL CONDITIONS GOVERNING CLOUD SERVICES

This Chapter sets out the conditions for the provision of a Cloud Service by means of which all or part of the information system not owned by Urengo is made available to Urengo online by the Contractor and is managed by the Contractor. The Contractor will therefore be responsible for the content of the Cloud Service and will be in charge of that content.

ARTICLE 57 APPLICABILITY

If a Cloud Service is provided by means of which all or part of an information system not owned by Urengo is made available to Urengo online by the Contractor and is managed by the Contractor, the provisions of Articles 40 to 49 and Articles 57 to 64 of these General Conditions will apply in addition to the provisions of Articles 1 to 21 of these General Conditions. In the event of inconsistencies between Articles 1 to 21 and those other articles will prevail; in the event of inconsistencies between Articles 40 to 49 and Articles 57 to 64, the latter articles will in their turn prevail.

ARTICLE 58 SERVICES

The Contractor and Urenco will expressly record in a further agreement the agreements made between them regarding the specific services, the exact service level and additional operational agreements.

ARTICLE 59 UPROVISION OF SERVICES

59.1 The Contractor will provide the Cloud Service agreed on with Urenco, which means the realisation of the Cloud Service and the performance of the corrective, innovative and preventive management of the Cloud Service. This will involve:

- a) making connections that can be made to the Internet via the Cloud Service, and ensuring that those connections are optimally maintained;
- b) providing adequate manpower and machine capacity to ensure that the Cloud Service functions optimally;
- c) repairing defects and ensuring that the Cloud Service is optimally available;
- d) arranging for adequate security to protect the availability, integrity and confidentiality of data, including:
 - i. measures to avoid unauthorised access and unauthorised alteration of data;
 - ii. arranging for backup systems and data at times yet to be determined;
 - iii. arranging for or providing fallback services if the Cloud Service is temporarily or permanently unusable or inaccessible due to any other cause; and
- e) providing user support.

59.2 The Contractor may not temporarily inactivate the Cloud Service for maintenance purposes, entirely or in part, outside the agreed service windows.

59.3 The Contractor will not provide more services than expressly agreed on in writing with Urenco. Unless otherwise expressly agreed in writing, the agreement in any event does not include the provision of backup, fallback and recovery services, or data conversion.

59.4 The Contractor must provide the Cloud Service with due care, in accordance with the agreements and procedures agreed on in writing with Urenco in a further agreement. The Contractor must therefore provide all services on the basis of a best efforts obligation, unless the Contractor has expressly promised a sufficiently specific result in a written agreement.

59.5 The Contractor may provide the Cloud Service only at Urenco's instruction.

ARTICLE 60 ADDITIONAL OBLIGATIONS

CHANGES

60.1.1 The Contractor must perform innovative management of the Cloud Service. This means the scheduled making of changes of an adaptive, additive and/or perfective nature, by means of which the specified standard operation of the information system can be changed in a controlled manner.

60.1.2 The Contractor may make changes to the content or scope of the Cloud Service and application, at Urenco's request or voluntarily. If such changes will give rise to a change in the processes or procedures that apply at Urenco, the Contractor must inform Urenco accordingly in a timely manner. In that case Urenco may terminate the agreement in writing as from the date on which the change will enter into force.

BREAKDOWNS

60.2 The Contractor must perform corrective maintenance of the Cloud Service. This means repairing breakdowns in the information system, i.e. departures from the specified standard operation, reactively and on an ad hoc basis, as soon as possible and within the agreed service levels.

PREVENTIVE ACTIVITIES

60.3 The Contractor must perform innovative management of the Cloud Service. This means performing proactive activities such as routine and periodical inspections, proactive problem analysis based on reported breakdowns and error logs, and performing trend analysis. Any resulting work must be performed as innovative management. Specific and possibly additional proactive work must be agreed on between the parties before the service is provided.

SERVICE REQUESTS

60.4 Additional service requests, including requests for advice, functional questions and access, information and support requests, may be presented to the Contractor and must be handled on an ad hoc basis in consultation with Urenco.

ACCESSIBILITY OF CONTRACTOR

60.5 If the Contractor's Cloud Service also comprises support to the users under the agreement, the Contractor must advise by telephone or by e-mail on the use and the functioning of the Software referred to in the agreement and on the use made of the service. Unless otherwise agreed in writing, support will be provided only during normal office hours.

ARTICLE 61 OBLIGATIONS OF URENCO

61.1 Urenco will adequately secure its own systems and infrastructure and must keep them free from viruses at all times.

61.2 If the Contractor provides a Cloud Service on the basis of data to be provided by Urenco, those data will be provided by Urenco in accordance with the conditions to be set

by the Contractor.

61.3 Urenco will be responsible for the instruction of and the use by users, regardless of whether those users have an employer/employee relationship with Urenco.

ARTICLE 62 WARRANTY

62.1 The Contractor must make every effort to ensure that the Cloud Service to be provided by it will be error free and will function without any interruption. The Contractor must make every effort to repair any breakdowns in the Cloud Service within a reasonable period if and insofar as a Cloud Service is involved developed by the Contractor itself. The Contractor must make every effort to remedy any breakdowns in a Cloud Service that has not been developed by the Contractor itself. The Contractor may at any time make temporary solutions, workarounds or problem-avoiding restrictions in the Cloud Service.

62.2 The Contractor must repair any data that have been mutilated or lost.

ARTICLE 63 EXIT ARRANGEMENT

63.1 With a view to the continuity of the provision of information to Urenco, the parties must immediately consult in the event of termination of the Cloud Service on the transfer and manner of transfer of data, the provision of services and/or the other management measures required to ensure the uninterrupted continued use by Urenco of its data, Software and/or Cloud Service.

63.2 The Contractor must be willing to continue to provide the Cloud Service during a period yet to be set (subject to a maximum of three (3) months) after the term of the agreement, at the rates charged by the Contractor at that time, if that proves necessary, unless the Contractor cannot reasonably be required to do so.

63.3 The Cloud Service provided and all hardware, Software and items used in the Cloud Service by the Contractor will at all times remain the property or intellectual property of the Contractor or its suppliers, unless otherwise expressly agreed.

ARTICLE 64 PERSONAL DATA PROCESSING

64.1 The Contractor guarantees that it shall comply with/ complies with all statutory requirements under the General Data Protection Regulation (GDPR) and/or the law implementing the GDPR and any other applicable legislation pertaining to the processing of personal data. The Contractor indemnifies Urenco against all third-party claims which could be instated against Urenco because of a violation of such applicable legislation pertaining to the protection of personal data. In the context of the Agreement, the Contractor must be regarded as the Data Processor within the meaning of the GDPR and/or the law implementing the GDPR and Urenco must be regarded as the Controller within the meaning of such legislation. The Contractor will make every effort to cooperate with the obligations to be fulfilled by Urenco as the Controller. The Contractor shall be fully responsible for the associated costs. Urenco and the Contractor shall conclude a separate Data Processing Agreement which meets the requirements of the GDPR for the processing of personal data.

64.2 If and insofar as, pursuant to the GDPR and/or the law implementing the GDPR and/or other legislation pertaining to the processing of personal data, a Data Processing Agreement must be concluded between Urenco and the Contractor, the Contractor undertakes to refrain from carrying out any activities and/or services under the Agreement, before having concluded such Data Processing Agreement with Urenco.

Almelo, the Netherlands, January 2018