

GENERAL TERMS AND CONDITIONS OF Deployment Matters Netherlands B.V.

Article 1. GENERAL

In these General Terms and Conditions the following definitions apply:

- General Terms and Conditions: these general terms and conditions.
- Deployment Matters: Deployment Matters Netherlands B.V.
- Deployment Matters Group: any entity, including Deployment Matters, which is a part of the national and/or international Deployment Matters Group and which is associated with Deployment Matters;
- Engagement Letter: a Deployment Matters document which declares the General Terms and Conditions to apply and which describes the Work.
- Client: the party awarding Deployment Matters an engagement.
- Engagement Team: the natural persons within Deployment Matters, both individually and jointly, -who are involved in performing the Work, and also third parties (being natural persons from outside Deployment Matters) who have been called in by Deployment Matters for the purposes of performing the Work.
- Agreement: the General Terms and Conditions and the Engagement Letter together with any other documents and conditions which are applicable to the Work in the relationship between Deployment Matters and the Client ('Additional Conditions') and to which the Engagement Letter expressly refers.
- Work: the work to be performed by Deployment Matters for a Client pursuant to the Engagement Letter, including supplying of, inter alia, goods and/or services.
- Replacing sections 7:404 and 7:407(2) of the Dutch Civil Code, all engagements are accepted exclusively by Deployment Matters.

Article 2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to the Work to be performed by Deployment Matters for a Client.
- 2.2. The applicability of any of the Client's purchasing conditions or other conditions is expressly excluded.

Article 3. FORMATION AND DURATION OF THE AGREEMENT

- 3.1. The Agreement will come into being at the moment when the Client confirms the Engagement Letter (orally or in writing or electronically or tacitly) or at the moment when the Work is commenced.
- 3.2. The Agreement is concluded for a fixed term, unless it follows from the content, nature or tenor of the engagement given by the Client that it has been concluded for an indefinite period.

Article 4. CONTENT OF THE AGREEMENT / PRIORITY IN CASE OF CONFLICT

- 4.1. The Agreement constitutes the basis for all arrangements between Deployment Matters and the Client with respect to the Work.
- 4.2. Any amendments or changes to the Agreement must be recorded in writing and must be signed by an authorized representative of Deployment Matters and an authorized representative of the Client.
- 4.3. In the event of conflict between the Engagement Letter and other elements of the Agreement, the Engagement Letter will prevail. In the event of conflict between the General Terms and Conditions and any Additional Conditions, the Additional Conditions will prevail.

Article 5. THE WORK AND ITS PERFORMANCE

- 5.1. The Engagement Letter contains a description of the Work to be performed by Deployment Matters.
- 5.2. Deployment Matters will exert itself to the best of its abilities to perform the Work in accordance with the arrangements and procedures agreed in writing with the Client.
- 5.3. Deployment Matters will determine how and by which person or persons the Work will be performed. If the Engagement Letter provides that specifically named persons will perform the Work, Deployment Matters will make reasonable efforts to ensure that these persons perform the Work. Deployment Matters has the right to replace the persons named in the Engagement Letter by persons of equal or comparable expertise.

- 5.4. If a phased performance of the Work has been agreed, Deployment Matters may postpone commencing Work relating to a subsequent phase until the Client has accepted the results of the preceding phase in writing and has paid all sums due.
- 5.5. Time-limits within which the Work must be completed will not be considered as strict deadlines, unless this has been expressly agreed. Under no circumstances may the Client dissolve (ontbinden) the Agreement on account of a failure to meet a time-limit. Furthermore, Deployment Matters will never be liable for compensation on account of any failure to meet a time-limit.
- 5.6. If, at the request or with the prior consent of the Client, Deployment Matters carries out work or performs outside the content or scope of the Work, the Client will pay Deployment Matters for such work or performance on the basis of Deployment Matters' customary rates.
- 5.7. The Client agrees that work or performance as referred to in Article 5.6 may affect the agreed or anticipated time of completion of the Work and the mutual responsibilities of the Client and Deployment Matters.
- 5.8. In the interest of the performance of the Work, including so as to support the rendering of services, Deployment Matters can call in third parties (also in other jurisdictions), in the performance of the Work. If the Client wishes to call in third parties other than Deployment Matters in the performance of the Work, it will solely proceed to do so after having reached an agreement to that end with Deployment Matters.
- 5.9. Upon completion of the Work Deployment Matters may provide written advice, confirm an oral advice in writing, provide a (final) written report or give an oral presentation. Prior to completing the Work, Deployment Matters may provide oral, draft or interim advice, reports or presentations. In this case, Deployment Matters' written advice or (final) written report will prevail. The Client is not entitled to invoke draft or interim advice, reports or presentations. If the Client wishes to rely on an advice given orally or on an oral presentation given by way of completion of the Work, the Client must inform Deployment Matters of this intention, following which Deployment Matters will supply written confirmation of the advice concerned.
- 5.10. Deployment Matters is not bound to update oral or written advice, reports or results of the Work in response to events occurring after the final version of the advice, report or results is issued.
- 5.11. Any advice, opinion, statement of expectation, forecasts and recommendations given by Deployment Matters as part of the Work will under no condition or circumstance whatsoever be construed as a guarantee with respect to future events or circumstances.

Article 6 PRICE AND PAYMENT

- 6.1. All prices, fees and other tariffs applied by Deployment Matters are exclusive of VAT and exclusive of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority, which can be adjusted interim in accordance with applicable governmental, fiscal or other changes in such levies. Payments shall be made in full and free and clear and without deductions for or on account of any such taxes, levies, imports, duties, charges, fees and withholdings, save as required by law. If Customer is required by law to make any such deduction, it will pay to Deployment Matters such additional amounts as are necessary to ensure receipt by Deployment Matters of the full amount which Deployment Matters would have received but for the deduction. Any and all liability in respect to (payment of) such deductions to the authorities shall be the sole responsibility of Customer.
- 6.2. If the Customer fails to meet its payment obligations, or fails to do so on time, the Customer is in default, without any further notice of default being required. Once in default, interest shall accrue on the unpaid balance of overdue amounts at a rate of 1.5% per month (or part thereof). Such interest shall accrue from the payment due date until the date payment of the overdue amount and accrued interest is made in full.
- 6.3. The Customer shall be liable to Deployment Matters for all costs, expenses, loss and damages including, but not limited to, attorney fees and costs of collection incurred by Deployment Matters, as a result of the Customer not meeting its payment obligations. The (collection) costs incurred by Deployment Matters will be set at a minimum of 15% of the principal amount of the claim.

Article 7. OBLIGATIONS OF THE CLIENT

- 7.1 Both of its own accord and at the request of Deployment Matters, the Client will give its full cooperation and will in good time and in the desired form and manner make available all relevant documents which Deployment Matters may reasonably deem necessary to receive from the Client for the proper performance of the Work.
- 7.2 If Deployment Matters works at the Client's premises or makes use of the Client's computer systems and telephone networks, the Client will (at its own expense) provide the necessary access, security procedures, virus controls, facilities, licenses and permissions. If any part of the Work is not performed at Deployment Matters' own premises, the Client will also ensure that the employees of Deployment Matters are provided with adequate working space and other facilities necessary for the performance of the Work, which should meet all the applicable statutory or other requirements.
- 7.3 The Client will ensure that Deployment Matters is informed without delay of facts and circumstances which may be relevant in connection with the proper performance of the Work.
- 7.4 The Client warrants the accuracy, completeness, reliability and legitimacy of the data and documents made available to Deployment Matters, including those originating from third parties, except where the nature of the Work dictates otherwise.
- 7.5 Deployment Matters will not be liable for any loss suffered by the Client as a result of the fact that the Client or any third party (i) did not inform in good time of, or withheld, facts and circumstances which may be relevant in connection with the proper performance of the Work and (ii) misrepresented the facts.
- 7.6 The Client will bear the extra costs and additional fees arising from any delay in the performance of the Work caused by the fact that the required data, documents mentioned in Article 7.1 were not made available or were not made available properly or in good time, or by the failure to cooperate, to cooperate in good time or to cooperate properly, including failure to make available employees.

Article 8 THE CLIENT'S RESPONSIBILITIES

- 8.1 Without prejudice to the obligations and responsibilities of Deployment Matters in performing the Work, the Client will remain responsible and liable inter alia for the following:
- the management and day-to-day conduct of its business, the performance of its business activities and dealing with its own business matters;
 - decisions taken by the Client about the extent to which it wishes to rely on the advice, recommendations or other results of the Work, and about using and implementing them;
 - the Client agrees to designate an individual who possesses suitable skill, knowledge and experience to be responsible at all times for the Client's decisions and to provide oversight of the Work and evaluate the adequacy of the results of the Work performed for the Client's purpose, and accept responsibility for the actions, if any, to be taken arising from the results of the Work.

Article 9 CONFIDENTIALITY

- 9.1 Deployment Matters will keep secret any confidential information furnished by or on behalf of the Client towards third parties, other than the parties involved in the performance of the Work. This obligation does not apply to information which Deployment Matters is required to disclose by law, by any rule of a supervisory body of Deployment Matters, or pursuant to a professional duty resting on Deployment Matters or on persons employed by or for or attached to Deployment Matters, or pursuant to a binding decision of a court or a public authority.
- 9.2 The obligation of paragraph 1 of this Article does not apply if the information referred to in that paragraph is already publicly known or becomes publicly known other than as a result of a wrongful publication. Furthermore, this obligation is without prejudice to the right of Deployment Matters to submit information referred to in paragraph 1 of this Article to its insurers and/or advisers in connection with the professional liability of Deployment Matters or a third party, if this is necessary for the performance of the Work, including so as to support the rendering of services.
- 9.3 Deployment Matters is not authorized to use the information which the Client has placed at its disposal for another purpose than that for which it was obtained, unless Deployment Matters acts for itself, or persons employed by or for or attached to Deployment Matters act for themselves, in disciplinary, criminal or civil proceedings in which this information may be relevant.

- 9.4. Unless the Client has obtained prior written permission from Deployment Matters, the Client will not disclose the content of the Engagement Letter, reports, advice or other statements made by Deployment Matters, whether or not in writing, which were not prepared or made for the purpose of providing the information contained therein to third parties. The Client will, moreover, ensure that third parties cannot take note of the content referred to in the preceding sentence.
- 9.5. Except with prior written permission from Deployment Matters, the Client will not make any statements about the approach and working procedures used by Deployment Matters.
- 9.6. The Client may exclusively use the quotation made by Deployment Matters and the knowledge and ideas of Deployment Matters contained in this quotation for the purposes of evaluating its interest in awarding the engagement.
- 9.7. Deployment Matters and the Client will impose their obligations pursuant to Article 9 on third parties engaged by them.
- 9.8. Deployment Matters reserves the right to use the Client's name and to mention the kind of work it performed for the Client for publicity and reference purposes, and to mention all particulars which have already been made publicly known in the media.
- 9.9. Deployment Matters is entitled to share in confidence information relating to the Client, to Deployment Matters' relationship with the Client, and to the Work, including confidential information, with other Deployment Matters firms within Deployment Matters Group (also in other jurisdictions), in order to create and maintain a consolidated repository of best practice and knowledge, where in each case they are required to implement safeguards to protect confidentiality.

Article 10. INTELLECTUAL PROPERTY

- 10.1. Deployment Matters reserves all rights in respect of products of the mind that Deployment Matters uses or has used, or develops or has developed, in performing the Work.
- 10.2. The Client is expressly prohibited from reproducing, disclosing or exploiting the products referred to in Article 10.1, including computer programs, system designs, processes, advice, master or other contracts and other products of the mind of Deployment Matters.
- 10.3. Deployment Matters may use, continue to develop and exchange with other Deployment Matters Member Firms the knowledge, experience and general skills acquired by Deployment Matters as a result of performing the Work for the purposes of performing work for the Client and/or for clients of Deployment Matters.

Article 11. KNOWLEDGE AND CONFLICTS

- 11.1. The Engagement Team will not be required, expected or assumed to have knowledge of facts and circumstances known to other persons within Deployment Matters and/or to other persons within the other Deployment Matters Member Firms. Consequently, Deployment Matters cannot be held accountable by the Client for such facts and circumstances.
- 11.2. Deployment Matters will be free at any time to render services to another party with an interest that competes or conflicts with the interests of the Client (hereinafter: a 'Conflicting Party'), unless the interests of the Conflicting Party compete or conflict specifically and directly with the Client's interests in relation to the underlying interest. In the event that the interests of the Conflicting Party compete or conflict specifically and directly with the Client's interests in relation to the underlying interest, the Engagement Team will not perform work for the Conflicting Party. Persons within Deployment Matters other than those forming part of the Engagement Team may only render services to a Conflicting Party under the condition that appropriate security measures have been put in place.
- 11.3. If the Client is or has become aware of the fact and/or the circumstance that Deployment Matters is advising or intends to advise a Conflicting Party in respect of an interest which competes or conflicts specifically and directly with the Client's interests, the Client will inform Deployment Matters of the matter without delay.

Article 12. RECOVERY OF COSTS/FEE/PAYMENT

- 12.1. Deployment Matters will invoice the Work on the basis of its fee, actual costs (including costs of third parties that have been engaged) and any taxes owing with respect to them. These items will be charged to the Client on a monthly, quarterly or annual basis, or upon completion of the Work, unless Deployment Matters and the Client agreed otherwise.
- 12.2. Deployment Matters' fee does not depend on the result of the Work; Deployment Matters' fee is based on the degree of responsibility of the persons in the Engagement Team, on their seniority, on their expert knowledge, on the time they spent on the Work and on the nature and complexity of the Work.
- 12.3. For the purposes of Article 12.1 costs means direct costs plus a mark-up to cover expenses not directly allocated to the Work.
- 12.4. The amount invoiced by Deployment Matters may differ from earlier estimates or quotations. Invoices will be paid by the Client, without any deduction, discount or setoff, within fifteen (15) days of the invoice date. If the Client fails to pay an invoice within this payment period, Deployment Matters will be entitled, without further notice of default and without prejudice to the other rights of Deployment Matters, to charge the Client legal commercial interest (referred to in section 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.
- 12.5. All judicial and extrajudicial collection and other costs reasonably incurred by Deployment Matters as a result of the Client's failure to discharge its payment obligations will be borne by the Client.
- 12.6. If, in the opinion of Deployment Matters, the Client's financial position or payment record gives reason to do so, Deployment Matters may require the Client to make a full or partial advance payment and/or to provide (additional) security in a form to be determined by Deployment Matters. If the Client fails to provide the required security, Deployment Matters may, without prejudice to its other rights, immediately suspend the further performance of the Agreement and any amounts owing by the Client to Deployment Matters on any account whatsoever will be immediately due and payable.
- 12.7. If several Clients have jointly awarded an engagement, the Clients will be jointly and severally liable for payment of the invoice amount to the extent that the Work was performed for the Clients jointly.
- 12.8. Where Deployment Matters is required or requested to provide information in respect of the Client pursuant to a regulatory request, requirement or through any form of legal proceedings, Client agrees to reimburse Deployment Matters for the costs Deployment Matters and its personnel incurred in relation to such requirement, request or proceeding, where Deployment Matters actions were not also the subject of such requirement, request or proceeding.

Article 13. COMPLAINTS

- 13.1. Complaints about the Work performed and/or the invoice amount must be made known to Deployment Matters in writing within thirty (30) days of the date of dispatch of the documents or information about which the Client has a complaint, or within thirty (30) days of the discovery of the defect if the Client proves that it could not reasonably have discovered the defect at an earlier date.
- 13.2. Complaints referred to in Article 13.1 will not suspend the Client's obligation to pay.
- 13.3. In the event of a well-founded complaint Deployment Matters will have the choice between adjusting the fee charged, correcting the rejected Work or doing it again, or not or no longer performing the engagement or part of the engagement while repaying a proportionate amount of the fee already paid by the Client.

Article 14. EARLY TERMINATION OF THE ENGAGEMENT

- 14.1. Both Deployment Matters and the Client may terminate (opzeggen) the Agreement by thirty (30) days' written notice of termination. In the event of the Client terminating the Agreement as referred to in the preceding sentence, the Client is obliged to reimburse all the losses and costs suffered and incurred by Deployment Matters. These losses and costs at least, but not exclusively, include all the costs incurred and investments made and capacity lost by Deployment Matters, in respect of the Agreement and (future) Work.
- 14.2. Deployment Matters may furthermore terminate (opzeggen) the Agreement by written notice with immediate effect in the event of unforeseen circumstances (within the meaning of section 6:258 of the Dutch Civil Code).
- 14.3. Both Deployment Matters and the Client may only dissolve (ontbinden) the Agreement if the other party fails imputably to perform an essential obligation under the Agreement and if the other party is in default

- in the matter (within the meaning of section 6:81 of the Dutch Civil Code).
- 14.4. Upon termination pursuant to paragraph 1, 2 or 3 of Article 14, Deployment Matters will continue to be entitled to payment of invoices for Work already performed or any Work still to be performed by mutual agreement. The Client's obligation to pay invoices for Work already performed will become immediately due and payable as soon as the Agreement is terminated.

Article 15. LIABILITY

- 15.1. Deployment Matters will perform the Work (and any additional work) to the best of its abilities and, in doing so, will exercise the required due care. Deployment Matters will only be liable if the Client can demonstrate that it has suffered loss as a result of a material error on the part of Deployment Matters.
- 15.2. Deployment Matters' liability will be limited to an amount equal to one (1) time the fee payable to Deployment Matters pursuant to the provisions of the Engagement Letter, except in the case of intent or willful recklessness on the part of Deployment Matters' executive staff. This limitation of liability will apply in full in the event of liability to a number of Clients; in that case the amount paid by Deployment Matters to all Clients jointly will not exceed one (1) time the fee payable to Deployment Matters pursuant to the provisions of the Engagement Letter.
- 15.3. Deployment Matters will not be liable in any way whatsoever for consequential loss (including but not limited to lost profit, lost savings, loss due to business interruption), except in the case of intent or willful recklessness on the part of Deployment Matters's executive staff.
- 15.4. Except for the cases mentioned in Articles 15.1 to 15.3, Deployment Matters will not be liable for damages on any account whatsoever.
- 15.5. Deployment Matters will exercise due care when engaging third parties. Deployment Matters will not be liable for any errors and/or failures of such third parties. This does not apply to third parties which act as subcontractors and which act under the responsibility of Deployment Matters.
- 15.6. The limitations on liability laid down in Article 15 operate both on behalf of Deployment Matters (itself) and of the persons, individually as well as jointly, within the Engagement Team.

Article 16. INDEMNITY

- 16.1. The Client will indemnify Deployment Matters against any and all claims of third parties arising from or connected to the Work performed or to be performed for the Client, unless such claims result from intent or willful recklessness on the part of Deployment Matters' executive staff. The indemnity will include all loss suffered and legal and other costs incurred by Deployment Matters in connection with claims.
- 16.2. The indemnity under paragraph 1 of this Article is also stipulated on behalf of the persons, both individually and jointly, forming the Engagement Team, and on behalf of the other Deployment Matters Member Firms engaged by Deployment Matters for the performance of the Work.

Article 17. PERSONAL DATA PROTECTION

- 17.1. In performing the Work or in complying with its statutory obligations, Deployment Matters may process personal data concerning the Client and/or persons employed by/for or associated with the Client.
- 17.2. Deployment Matters may process personal data for the purposes of supporting Deployment Matters's services to the Client, to enable Deployment Matters to approach the Client and/or persons employed by or working for the benefit of Client with information and with services provided by Deployment Matters and third parties, including other Deployment Matters Member Firms.
- 17.3. Deployment Matters will process personal data in carrying out the activities mentioned in paragraphs 1 and 2 in accordance with the applicable legislation and regulations regarding personal data protection. Client informs the data subjects of the provisioning of their personal data to Deployment Matters and the processing thereof by Deployment Matters in accordance with the Agreement.
- 17.4. To the extent that Deployment Matters processes personal data for Client pursuant to the Agreement and Client determines the purpose and means of this data processing, Client will act as the controller for this processing and Deployment Matters as processor within the meaning of the Dutch Personal Data Protection Act (AVG) (PDPA). In this respect the following applies: paragraphs 1 and 2 of this article 16 apply, if and to the extent that it concerns the Work performed by Deployment Matters as processor and also the paragraphs 4, 5, and 7 of this article 17 apply, which will qualify as a data processor agreement between Deployment Matters and Client within the meaning of the AVG.
- 17.5. If and to the extent that Deployment Matters acts as processor as referred to in paragraph 4 of this

article 17, the following applies:

Deployment Matters will take appropriate technical and organizational security measures (or have them taken) to protect the personal data against any loss or unlawful processing. These measures shall include at least the following:

- measures to ensure that only authorized personnel have access to the personal data;
 - measures to protect the personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorized or unlawful storage, access or disclosure.
- 17.6. Deployment Matters is obliged to keep secret the personal data which Client makes available or accessible to Deployment Matters. If Deployment Matters engages third parties for (support relating to) the performance of the Work, Deployment Matters shall enter into contractual arrangements with these third parties to safeguard proper processing of the personal data by these third parties in accordance with paragraphs 4 and 5 of this article 17.
- 17.7. To enable Client to comply with its obligations pursuant to the AVG, Deployment Matters shall notify Client of any actual breach regarding the security of the personal data encountered by Deployment Matters, if as a result of such a breach it reasonably cannot be excluded that the personal data have been lost or are or could be processed unlawfully.
- 17.8. Deployment Matters shall notify Client immediately, which means within 48 hours after Deployment Matters became aware of the breach or a subcontractor engaged by Deployment Matters has informed Deployment Matters of the breach.
- 17.9. Deployment Matters shall make the aforementioned assessment - regarding lost or unlawful processing of the personal data which reasonably cannot be excluded and which is a result of a breach to the security encountered by Deployment Matters on the basis of information available to Deployment Matters. Client informs Deployment Matters in writing of an email address via which Deployment Matters can provide Client with a notification mentioned herein.
- 17.10. Deployment Matters is entitled to process (or have processed) the personal data outside the Netherlands, if necessary for (support relating to) the performance of the Work. If the execution of the Agreement involves the transfer of personal data by Deployment Matters - for which Client is the controller within the meaning of the AVG to a party that is located in a country outside the European Economic Area (EEA), without adequate protection for processing of personal data, the following applies: Client hereby grants the power of attorney to Deployment Matters to enter into the EU Model Clauses to comply with the transfer requirements of the AVG. To the extent that it appears that the abovementioned granted power of attorney is not sufficient or not valid, Client will without delay fully cooperate with Deployment Matters to ensure that such a transfer meets the requirements of the AVG, including granting a sufficient and/or valid power of attorney to Deployment Matters pursuant whereto Deployment Matters can enter into the EU Model Clauses on behalf of Client.
- 17.11. To the extent that Deployment Matters determines the purpose and the means of the processing of the personal data in the context of performing the Work, Deployment Matters will act as controller within the meaning of the AVG and in this context paragraphs 4 and 5 of this section 17 are not applicable.
- 17.12. The Client has an independent duty to comply with the applicable legislation and regulations regarding personal data protection. The Client shall indemnify Deployment Matters against any and all claims of third parties relating to non-compliance by the Client with the applicable legislation and regulations. This indemnification includes all loss suffered and any and all costs incurred by Deployment Matters in connection with any such claim.

Article 18. EMAIL AND USE OF THE INTERNET

- 18.1. The Client and Deployment Matters may communicate with each other by means of electronic mail (email). The use of email and the internet entails risks, however, for example (but not limited to), distortion, delay, interception, manipulation and viruses.
- 18.2. Deployment Matters will not be liable for any loss arising from the use of email and/or the internet. In case of doubt about the content or transmission of email the extracts from Deployment Matters' computer systems will be decisive.

Article 19. FILES

- 19.1. Deployment Matters will keep a file on the Client's engagement.
- 19.2. Deployment Matters will take appropriate measures to safeguard the confidentiality and safekeeping of the file and to retain the files for a period which is acceptable by the professional practice standards and which is in accordance with the statutory regulations and professional rules on retention periods.
- 19.3. The files are the property of Deployment Matters.

Article 20. EXPIRATION

Unless otherwise provided in the General Terms and Conditions, any right of action and other powers of the Client vis-à-vis Deployment Matters on any account whatsoever will end upon the lapse of one (1) year after the moment when the Client became aware or could reasonably be aware of the existence of the right or powers in question.

Article 21. INDEPENDENCE

- 21.1. Deployment Matters and persons working as employees or on a contractual basis for or on behalf of the Client shall comply with the independence regulations of domestic and international regulatory bodies.
- 21.2. To enable Deployment Matters to comply with the relevant independence regulations, the Client shall timely, accurately and completely inform Deployment Matters about the legal and the control structure of the Client or the group to which the Client belongs, all financial and other interests and participations of the Client, as well as about all other (financial) alliances its company or organization has entered into, in the broadest sense of the word.
- 21.3. The obligations, set out in article 8 (Confidentiality) do not apply and Deployment Matters is entitled to use Client's confidential information and to provide such information to (a) perform client and engagement acceptance procedures, (b) for the purposes of internal risk and independence conflict assessments and (c) to support the maintenance of quality and professional standards in the delivery of the Work or services.

Article 22. TRANSFER

Neither of the parties to the Agreement may transfer the rights and obligations arising from or related to the Agreement to a third party without the other party's express written permission.

Article 23. APPLICABLE LAW AND CHOICE OF FORUM

- 23.1. The Agreement is governed by Dutch law. All disputes arising from or connected to the Agreement will fall under the exclusive jurisdiction of the competent court in the district in which Deployment Matters has its seat.
- 23.2. The United Nations Convention on Contracts for the International Sale of Goods with regard to Movable Property (the 'Vienna Sales Convention') does not apply.