

GENERAL PURCHASE CONDITIONS **ATANA International B.V.**

Article 1. General

- 1.1 To all requests for the issue of a quotation, to the provision of information or a contract proposal, to all orders, to all assignments and to all (verbal) arrangements between Atana International B.V. ("*Atana*") and the (potential) supplier – acting from the exercise of a profession or business – as well as to all purchase orders and to all (written) agreements between Atana and the supplier ("*Agreement*"), exclusively the present general conditions ("*General conditions*") are applicable and the supplier must observe the Code of Conduct Sustainable Trade that is a part of these General conditions.
- 1.2 Atana expressly rejects the applicability of general conditions, sectorial conditions, or other terms, whatever they are called, that are applied by supplier.
- 1.3 In the event any provision in these purchase conditions were to turn out to be void or otherwise non-binding, the other provisions of these purchase conditions will remain fully effective. Instead of the void or otherwise non-binding provision, a substitute valid provision must be read that as to nature and tenor is in line with the void or otherwise non-binding provision.
- 1.4 The provisions from these General Conditions and/or the Agreement that purport to retain their force after termination of the Agreement, also including, though not limited to, articles that apply to confidentiality, fines, applicable law, competent court, and the present article section, remain fully effective after termination of the Agreement.
- 1.5 Derogations and/or modifications to these General Conditions must be established expressly in writing. Differing arrangements in the Agreement prevail over these General Conditions.
- 1.6 All parties will bear any possible own investments themselves entirely, also in the event no relationship is created between supplier on the one hand and Atana on the other.
- 1.7 Atana can never be obliged to purchase a certain minimum volume or to purchase products and/or services from the supplier on a basis of exclusivity.
- 1.8 Every supplier with whom an Agreement has been concluded once under these General Conditions accepts the applicability of these General Conditions and the Code of Conduct Sustainable Trade to later Agreements between him and Atana.
- 1.9 These General Conditions, as well as the Code of Conduct Sustainable Trade will be forwarded to the supplier upon first request and free of charges.

2 Adoption of the agreement and modifications

- 2.1 Atana is never bound by any requests, made by it in writing or verbally, for a quotation or to provide information or a contract proposal.
- 2.2 Atana reserves itself the right to revoke the order placed by it. If the order confirmation deviates from the original order, Atana is only bound after it has expressly declared itself in agreement with the deviation in writing. Acceptance by Atana of deliveries or performances,

as well as payments carried out by it in the matter, do not imply acknowledgement of the deviations.

- 2.3 Atana is authorised to change the quantity and/or the properties of the products or services to be delivered and will accordingly inform the supplier, following which the supplier will have to apply the change, within reasonable limits.
- 2.4 Atana is not bound by changes to the order as comprised in the purchase order, that are proposed and/or applied by the supplier after the provision of the purchase order, unless such have been accepted by Atana in writing.
- 2.5 If a modification in the opinion of the supplier affects the established fixed price and/or the time of delivery, he is obligated, before following suit on the modification, to inform Atana as soon as possible concerning, no later than within 5 business days after notification of the desired modification, in writing.
- 2.6 If these consequences for the price and/or the time of delivery in the opinion of Atana are unreasonable, parties will enter into consultations concerning. Modifications are established in writing.
- 2.7 The supplier may not apply or implement changes without the prior written consent of Atana.

3 Prices

- 3.1 All prices are in Euros and exclusive of VAT. Unless established otherwise, the prices comprise all costs that will be borne by Atana, also including, though not limited to, the cost of packaging, the transport, and the delivery to a place as is to be indicated by Atana. The prices, furthermore, are inclusive of deductions due, customs levies, taxes, contributions, and other government-imposed duties.
- 3.2 The supplier guarantees that the prices as applied by him vis-a-vis Atana do not or hardly exceed the sales prices of qualitatively equivalent products of other suppliers.
- 3.3 The established price is fixed and cannot be increased unilaterally by the supplier, unless a price increase is expressly established in writing.

4 Additional work

- 4.1 Additional costs or additional work are/is not eligible for compensation, unless such flow from additional wishes of Atana or from circumstances that should reasonably be at the expense and risk of Atana. Activities of which the supplier could or should have foreseen that

they would be necessary to deliver the product or the service in conformity with the established specifications are not considered additional work.

- 4.2 If the supplier holds that matters regard additional work that is eligible for compensation, he will inform Atana concerning as soon as possible in writing and issue a written quotation that lists a fixed price as well as a time when the additional work will be completed.
- 4.3 The supplier will not start with the implementation of the additional work before Atana has approved the written quotation as mentioned in the preceding article section in writing. To the additional work, these conditions are applicable as well.

5 Delivery and delivery time

- 5.1 Unless established otherwise in writing, the delivery of goods takes place, in the event of container shipping "*Carriage and Insurance Paid to*" ("*CIP*") in accordance with what is stipulated concerning in the most recent edition of the INCOTERMS and additionally, also in the event of services to be provided by the supplier, in accordance with the instructions given by Atana at the place or places indicated in the Agreement or at the place or places that have been communicated by Atana in writing.
- 5.2 The supplier is bound to deliver the goods at the established time. These times must be considered strict time limits. In case of the overrunning thereof, supplier immediately falls into default, without requirement of a separate default notice.
- 5.3 If the supplier expects the overrunning of the delivery time, he will communicate such forthwith to Atana in writing, specifying the probable cause thereof. Such a notification by supplier leaves unaffected the possible consequences of this overrunning of the delivery time and/or the incompleteness of the delivery pursuant to the Agreement or applicable legal provisions. If Atana deems the overrunning of the delivery time thus announces or otherwise foreseeable unacceptable, it can rescind the relevant Agreement without judicial intervention, by way of a written statement, without such being able to lead to any liability of Atana for costs and/or damage. This leaves unaffected the right to compensation for damage on the part of Atana.
- 5.4 Deliveries sooner than established can be refused by Atana.
- 5.5 Atana has the right, if the supplier overruns the established time of delivery of the products and/or the completion of the services to be provided otherwise than due to force majeure (non-attributable shortcoming), to rescind or cancel the agreement completely or partially, all matters without prejudice to the right of Atana to have reimbursed the damage effectively incurred on the part of Atana by the supplier.
- 5.6 If a delivery is made that does not correspond with the established specifications, all resulting extra costs of Atana are borne by the supplier.
- 5.7 Barring to the extent expressly established otherwise in writing, the supplier does not have the right to deliver in batches.

- 5.8 Delivery only counts as completed if the delivery has been carried out entirely and in accordance with the Agreement. Until completion of the delivery, the goods are at the expense and risk of the supplier.
- 5.9 In such case as may occur, the delivery must be provided with a “*certificate of analysis*”, issued by an institution competent to such effect, indicating the guarantee that the products are compliant with the legal and regulated requirements established for them.

6 Transport and packaging of products

- 6.1 The transport is at the expense and risk of the supplier, including any possible associated insurances, (import) duties and other taxes, in conformity with what is stipulated in article 5.1.
- 6.2 All products must be properly packaged and secured in such a manner that in case of normal transport they will reach their destination in proper conditions. The supplier is thereby responsible for compliance with national and international regulations in the matter of transport and packaging. If damage is caused to the products as a result of poor or defective packaging, such damage is borne by the supplier.
- 6.3 In such case as may occur, the products must be packaged in such a way that traceability is assured and that it is possible to exactly target the product in the context of a recall operation. The batch number must be complete and correct and fully correspond with the products that would be delivered under that batch number.
- 6.4 Each shipment must be accompanied by a packing list stating, amongst other things, the following information: sender, delivery address/contact person, order number, quantity, numbers, and names of the products.

7 Transfer of property and risk regarding products

- 7.1 As soon as the products supplied by the supplier have been delivered at Atana or at the place of delivery indicated by Atana under application of art. 6.2 of these conditions and have been accepted by Atana, or the products have been paid (depending on what occurred first), the property thereof passes fully and unencumbered to Atana.
- 7.2 The receipt of the goods or the signing for the receipt thereof by Atana does not constitute recognition of the soundness of the received goods.
- 7.2 The supplier bears the risk of damaging or loss of the products until the moment of acceptance by Atana or, if such occurs at a later time, until the moment of effective delivery of the matter at the established place of delivery. The risk does not pass on to Atana for as long as the supplier has not (fully) complied with his delivery obligations.

8 Provision of information and data

- 8.1 Upon first request to such effect of Atana, the supplier provides, in the form and frequency prescribed by Atana, all information that Atana deems relevant in the context of the (implementation of the) Agreement.
- 8.2 Atana has the right to require a statement from the (external) accountant of the supplier regarding the correctness and completeness of amounts invoiced to Atana or other information provided by the supplier to Atana. If for the provision of this information the assistance of the supplier is required, he must render such.
- 8.3 All information that the supplier uses, collects and/or records in connection with the carrying out of services for the benefit of Atana are and remain at all times the property of Atana and

are adequately secured by the supplier. The supplier provides this information upon first request of Atana in the format desired by Atana. It is not permitted to the supplier to modify this information, to use it (otherwise than in connection with the services), to destroy it or to provide it to any third party, without the prior explicit written consent of Atana.

9 Payments and compensation

- 9.1 The supplier has the right to invoice after acceptance or approval of the delivered products or services by Atana and must in such case immediately prepare a clear and itemized invoice. In the event of services that are provided on a project-basis it applies that the supplier has the right to invoice at the moment when the project is completed and approved by Atana. Partial or advance invoicing is only permitted following the prior written consent of Atana.
- 9.2 After delivery of the products and/or services, the supplier will invoice Atana in the manner prescribed by Atana and in any case specifying the (Purchase) order number and including a description of the delivered products and/or services which the invoice is in regard.
- 9.3 Invoices that in the opinion of Atana contain insufficient information will be returned to the Supplier for completion. Processing and payment of the relevant invoice will in such case be suspended or refused by Atana. Such a suspension or refusal does not render Atana indebted to the supplier. Nor does such a suspension or refusal by Atana mean that the supplier no longer has to fulfil his obligations towards Atana from the Agreement.
- 9.4 Atana has the right at all times to demand a bank guarantee from the supplier if advance payments are made in the context of the agreement.
- 9.5 Atana has the right to set off claims of the supplier on Atana against claims of Atana (or corporations associated with Atana) on the supplier. Atana has the right at all times, if Atana is of the opinion that the agreement has not been properly complied with by the supplier, to suspend his obligations from the agreement, including his payment obligations. Setoffs by the supplier are excluded, unless Atana has given explicit prior written consent to such effect.
- 9.6 For every invoice, Atana applies a payment term of 60 (sixty) days. This term commences after the delivery has been completed or after receipt of the invoice by Atana, depending on what date falls later.
- 9.7 Through payment of the invoice, Atana fulfils all its obligations from the relevant Agreement. A payment by Atana always regards a certain invoice of the supplier and cannot be interpreted as payment of another obligation of Atana vis-à-vis the supplier.
- 9.8 The supplier is obliged at all times to deliver sound products and/or services to Atana, also after Atana has paid an invoice. A payment by Atana does not constitute acknowledgement of soundness regarding what was delivered and does not relieve the supplier of any liability concerning.
- 9.9 Payment or (intermediate) control by Atana does not imply the waiver of any right falling to Atana.

11 Warranty

- 10.1 The supplier guarantees that (the production process of) the products and/or provided services (including the material applied in connection with the conducted services):
 - a. correspond with the promised characteristics, the established specifications and conditions and/or designs, samples, models and/or other information approved by Atana;

- b. meet with such requirements for soundness, quality, and the environment as are to be established for them, and are free from defects as well as third-party rights;
 - c. meet the applicable sectorial regulations, legal (environmental) regulations and safety requirements;
 - d. are new and fit for the purpose they are intended for.
- 10.2 The supplier guarantees that all relevant matters are enclosed, such as components, auxiliary materials, accessories, tools, spare parts, user instructions, and instruction books and everything that contributes to the realisation of the goal indicated by Atana. Atana is free in its use of documentation and therefore has the right to multiply documentation for proper use.
- 10.3 The supplier can (and must) until a period of 5 years after delivery supply components/ingredients for the delivered products and/or services.
- 10.4 If the products and/or services are not compliant with what is stipulated in section 1 of this article, the supplier must forthwith at own expense proceed with restoral or replacement, or otherwise with the elimination of the defect or the shortcoming, all matters at the option of Atana and without prejudice to the other rights of Atana.
- 10.5 If the supplier does not, does not completely, or does not properly fulfil his obligations on account of this article, Atana has the right, after it has declared the default of the supplier and offered a reasonable term for compliance, to proceed, at the expense of the supplier, they themselves or through the intervention of a third party deployed by them, to replace or restore the delivered products or to carry out the provided services.
- 10.6 If during any period the intended use cannot be made of the products or services or of any object the products or services are destined for, either on account of a defect attributable to the supplier or due to force majeure on the part of supplier, the established warranty term is extended by the same period.
- 10.7 The supplier is liable without any limitation for all damage that Atana incurs if the delivered products and/or services do not meet the standards as they have been laid down in this article, regardless of whether this is discovered directly or only later upon the processing and/or use of the products and/or the implementation of the services. Also included in the damage suffered and costs incurred by Atana as intended in this article section, though not exclusively, is all damage incurred by Atana as a result of compensation claimed by third parties from Atana for damage they suffer in such a case.

11 Liability and insurance

- 11.1 The supplier is liable for all damage that arises as a result of or in connection with the implementation of the Agreement and/or these General Conditions for Atana. Atana is not liable for any possible damage at the supplier from Atana that arises as a result of or in connection with the implementation of the Agreement and/or these General Conditions for the supplier, with the exception of damage that has arisen due to the wilful intent and/or deliberate recklessness of Atana and/or their managing subordinate(s).
- 11.2 If Atana, despite what is stipulated in article 12.1 of these General Conditions, is liable for damage that has arisen at the supplier, then the resulting obligation to pay any compensation

for damage is limited in all cases to a maximum amount of € 5,000 (in words: five thousand euros).

- 11.3 The supplier will safeguard Atana against any third-party claim for the compensation of any damage or costs that are the result of or are related to the delivery of the products or the conducting of the services by the supplier, whether or not in case of the implementation of the Agreement and/or these General Conditions. By third parties are also intended persons in the service of Atana and persons who are charged by the supplier with the implementation of the activities and the supervision thereof.
- 11.4 The supplier will also protect and safeguard Atana against liability for all damage as intended in article 6:185 BW (Civil Code) juncto article 6:190 BW. This indemnification also applies to claims that are lower than an amount of € 500, as mentioned in article 6:190 BW.
- 11.5 If Atana deems it is forced to take (damage-mitigating) measures to prevent (further) damage as intended in this article, the supplier is liable for all costs and damage that are incurred and suffered in connection with these measures.
- 11.6 Without prejudice to what is stipulated in the preceding it applies that the supplier during the term of the agreement must maintain an adequate liability insurance, that offers a minimum coverage of € 5,000,000 (in words: five million euros) per event. The policy of the aforementioned insurance must upon first request to such effect of Atana be presented to them immediately.

12 Property materials

- 12.1 All materials, software, source codes, designs (functional, technical, and design), texts, descriptions, (technical) documentation, (administrative) information and such related to the products or services, are the property of Atana and will be kept by the supplier with care for a period of five years. After the end of this term, parties will determine in consultation what will happen with these materials. Upon first request of Atana as well as at the end of the relationship between Atana and the supplier, the supplier hands over the materials intended above, which must be in proper condition, to Atana.
- 12.2 If for the creation of products or packaging of products moulds or related matters are used, it applies that the property of the moulds or related matters lies with Atana. The preceding also applies if the agreement ends, regardless of the reason for it.

13 Intellectual Property Rights

- 13.1 The supplier guarantees that (sale, delivery, or use of) the delivered products, including the packaging material and/or advertising/promotional (visual) material provided do not infringe on any right of intellectual property or a right that can be therewith equated (such as the principle of slavish imitation), of third parties.
- 13.2 The supplier safeguards Atana irrevocably and unconditionally against claims by third parties for the compensation of such damage as flows from any liability that may result for Atana judicially and extrajudicially from the trading by Atana in products that are delivered by the supplier.
- 13.3 Supplier is liable for, and fully and forthwith indemnifies Atana for, all costs, damages, losses, and claims (also including, though not limited to, the purchase price of the products, costs of destruction of the products, and costs of legal assistance) that Atana incurs or suffers as a

result of (alleged) infringement on such rights or non-compliance with the guarantees in article 14.1.

- 13.4 In case it is established judicially or extrajudicially that products infringe on rights of third parties, the supplier will at his own expense and at the option of Atana:
- a. obtain the right for Atana to continue the use of the Products;
 - b. either replace the infringing part of the products by another, non-infringing part, or;
 - c. modify the products in such a way, with due regard for the requirements and specifications established by Atana, that the infringement is terminated.
- 13.5 Modification and/or replacement in connection with what is stipulated in article 14.4 may not entail that Atana is restricted in the user options for the Products. If the supplier were not to succeed at realising one of the solutions mentioned in article 14.4, then Supplier will take back the Products upon first request of Atana and reimburse for Atana the price based on the new value effective at such time, all matters without prejudice to the other rights falling to Atana.
- 13.6 All rights of intellectual property or rights that can be considered of the same order, to products, packaging, drawings, pictures, moulds, clichés, samples, models, slogans, texts, descriptions, artistic expressions, artwork, data, and other resources that are provided to the supplier by Atana or are created by the supplier by order of Atana, fall to Atana. Atana will also be designated exclusively as the creator and/or designer thereof, regardless of whether they pay or have paid a separate or compound compensation for such.
- 13.7 The supplier commits himself to do all such things as are necessary or useful to grant Atana the exclusive rights as intended in article 14.6. If the transfer of the rights intended here is not possible (yet), the supplier will grant Atana free of charges a world-wide, exclusive, and non-cancellable license.

14 Confidentiality

- 14.1 The supplier will observe confidentiality with regard to information, specifications, drawings, know-how, and other information deriving from Atana, the confidential nature of which is or must be known to him. It is not permitted to the supplier to make available the information referred to above to a third party in any manner or to use such himself. The supplier will impose this obligation on his staff and the helpers deployed by him. The manner in which this obligation is imposed must, upon first request to such effect by Atana, be communicated by the supplier to the former and may, in such case as may occur, only be applied following the express written consent of Atana.
- 14.2 It is only permitted to supplier to advertise or publicise the fact that supplier delivers products or provides services for the benefit of Atana or use Atana as a reference following the express written consent of Atana. Atana has the right to withdraw consent once granted at all times.

15 Duration, rescission, and cancellation

- 15.1 Unless established otherwise in writing, an agreement has a duration of one quarter.

- 15.2 If the supplier does not, does not timely, or does not properly fulfil the obligations from the Agreement and/or these General Conditions, Atana has the right – after default notice for the supplier whereby he is granted a reasonable term for restoral – without any judicial intervention to rescind the Agreement, such without prejudice to their rights flowing from the law or the Agreement, also including the right to compensation of damage and without being held to pay compensation of costs or damage to the supplier.
- 15.3 Atana has the authority to rescind the Agreement with immediate effect completely or partially, without requiring any default notice or judicial intervention and without being obliged to pay compensation of costs or damage to the supplier in the following cases:
- a. In case the supplier does not fulfil his obligations pursuant to the Agreement, or in the event there is a legitimate doubt to such effect at Atana, or if the supplier cannot reasonably be considered able (any longer) to comply with the obligations he is subject to on account of the agreement between the supplier and Atana;
 - b. An application is filed for debt assistance, admission into the legal arrangement for debt restructuring for natural persons, declaration of bankruptcy, or dissolution of (the enterprise of) the supplier;
 - c. The decision is taken by the supplier to apply for his own bankruptcy or to dissolve his enterprise;
 - d. A request is filed with regard to the supplier or a part of the assets of the supplier to appoint a trustee, forced administration, or mentor and/or such a request has been granted;
 - e. The supplier has requested suspension of payments or such has been granted to him;
 - f. If the control over the activities of the corporation that the supplier uses, as a result of the issue, delivery, or transfer of shares in the capital therein, or as a result of the merger or demerger, through the taking of shares or otherwise, is acquired by one or more others, in the sense of the ruling on merger rules by the socio-economic council S.E.R. ('Besluit Fusiegedragsregels 2015'), such regardless of whether those rules of conduct are applicable to the relevant acquisition;
 - g. A request is filed for the placing of an attachment on matters or property rights of the supplier, or if such an attachment is effectively placed;
 - h. The supplier is a natural person and he has passed away or has become permanently incapable of working;
 - i. The entrepreneurial activities of the supplier are effectively ceased;
 - j. The supplier implements his intention to propose an arrangement/agreement with creditors to avoid bankruptcy, suspension of payments, debt assistance, or debt restructuring.
- 15.4 The supplier falls into default immediately in any case if a backlog arises at the supplier with regard to schedules provided by the supplier, with the result that there is a good chance that the supplier will not, will not fully, or will not timely deliver.
- 15.5 If due to force majeure the supplier is prevented for more than 20 days to timely, completely, or properly comply with the Agreement, Atana has the right to rescind the relevant part of the Agreement entirely, or for the part not yet implemented, without requiring any default notice or judicial intervention, and without being obliged to compensate costs or damage for the supplier. Force majeure of the supplier cannot be aid to pertain in any event in case of lack of staff, strikes, illness among staff, too late deliveries by his suppliers, unexpected price increases, rejected raw material/ingredients that are required in the production process or breach of contract by third parties as ascertained by the supplier.

- 15.6 In case of rescission, Atana has the right to retain the goods already received or to return such at the expense and risk of the supplier and to refuse goods that are offered for delivery at a later stage. The supplier is obligated to forthwith refund any such payments as have been made in the matter of the Agreement, after deduction of the value of the goods retained by Atana, to Atana.

16 Transferability

- 16.1 The supplier can and may not outsource, transfer, or pledge the Agreement, parts thereof, or rights thereunder, without the prior written consent of Atana to third parties (including group companies or branches of the supplier). This prohibition has effect as under property law as intended in article 3:83 section 2 BW (Civil Code).

Permission granted by Atana does not relieve the supplier of any obligation and/or liability that flows for him from the Agreement. Atana will only approve the cancellation of the non-transferability as intended above if the pledgee declares in writing and unconditionally to acknowledge and respect the right of total offset of Atana for outstanding claims of Atana on the supplier against claims pledged to the pledgee.

17 Applicable law and disputes

- 17.1 To all disputes flowing from or related to any quotation, any request for the provision of information or a contract proposal, any purchase order and the Agreements, also including these General Conditions and – if applicable – the code of conduct Sustainable Trade, as well as all extra-contractual obligations flowing therefrom or related thereto, Netherlands legislation is applicable, with the exception of the Netherlands rules for conflict of international private law. The district court of Gelderland, location Arnhem, is exclusively competent to hear the disputes as listed above.

- 17.2 The applicability of the United Nations Convention regarding international purchase agreements concerning movable property ("CISG") is expressly excluded.

Module A, addition to articles 1 through 18 in case of the purchase of services and/or the hiring of staff

19 Services

- 19.1 The supplier will carry out the services within the term and at the place as these have been established in the Agreement. The supplier guarantees that the services to be conducted by him or on his behalf will be carried out in a professional manner, causing the least possible disturbance for the business operations of Atana. The supplier must forthwith present, upon first request to such effect of Atana, objective qualifications to Atana of his professional competence. If the Agreement is terminated intermediately, the supplier is obliged to take care of the correct transfer of the activities.
- 19.2 The supplier bears full responsibility for both his own performances and for those of his collaborators and/or the performances of third parties deployed – following the prior written consent of Atana – by him.
- 19.3 Actual use of the services by Atana and/or actions accompanying such expressly do not mean that Atana approves the services as such. Atana reserves itself the right to inspect, control, and reject such services as may have been conducted.

19.4 Approval of the services will take place by way of a written statement of Atana. If Atana does not approve the services, it indicates including motivation why approval is withheld. In such case, the supplier must at own expense and risk proceed forthwith with the restoral or replacement of the rejected matters.

20 Collaborators of supplier

20.1 In the event that the supplier has collaborators carry out activities at Atana, such collaborators work under the direction and supervision of Atana, while the employment relationship regarding the collaborator and the supplier remains in force. During the agreement, the staff deployed at Atana will follow all reasonable and legitimate instructions and indications of Atana and are held to observe all house rules established by Atana.

20.2 If it turns out during the implementation of the Agreement that (one of the) collaborator(s) of the supplier does/do not function in the interest of the proper implementation of the Agreement and/or due to circumstances cannot continue his/their activities, then Atana has the right to have the relevant person(s) replaced by the supplier.

20.3 For the replacement of a collaborator of the supplier, the prior written consent of Atana is required, unless the immediate replacement of a collaborator is necessary. In the latter case, the verbal consent of Atana suffices. The principle thereby is, that persons are made available who have a comparable expertise, training, and experience as the person to be replaced.

20.4 The replacement of collaborators of the supplier is provided for on short notice – though no later than within 7 days or that much shorter as is required – by the supplier. Any possible costs that are involved in replacement are borne by the supplier.

20.5 The supplier guarantees that his collaborators have the right to conduct work or services in the Netherlands. The supplier also guarantees vis-a-vis Atana that he will observe the applicable legislation and regulations in the field of employment conditions and such union contract ('CAO') as may be applicable. The supplier safeguards Atana against all claims and fines, regardless of whether such are imposed on the supplier, on its client, or on any other prior links in the chain.

21 Perpetual liability in case of the delivery of services

21.1 The supplier commits himself towards Atana:

- a. if there is a necessity to such effect, for example in connection with an investigation by a government agency at Atana, upon first request to that effect of Atana to immediately (i) provide a summary of all collaborators deployed by the supplier at Atana and copies of all relevant documents and (ii) wage stats and man-hour statements for all collaborators deployed by the supplier at Atana for perusal. Upon first request of Atana, the supplier will furthermore provide (iii) a copy of current statements regarding payment conduct at the tax office, (iv) all other relevant information in connection with the collaborators deployed at Atana;
- b. to strictly comply with all obligations towards the persons deployed by the supplier in connection with the implementation of an agreement with Atana;
- c. to strictly follow all instructions of Atana, for example those in connection with the identification of the collaborators deployed by the supplier at Atana, and to impose those on the relevant collaborators.

- 21.2 Atana is authorised in such cases as are to be determined by Atana to withhold the part of the established compensation that regards wage tax, sales tax, and social security contributions from the amounts owed by Atana and to pay these to a reserved account to be maintained by the supplier in the sense of the law on perpetual liability 'Wet Ketenaansprakelijkheid' (a so-called 'G-rekening' account) or to pay such directly to the tax office.
- 21.3 The supplier is responsible at all times for compliance with the obligations he is subject to pursuant to the fiscal and social security legislation, such as taking care of a correct, timely, and complete declaration and payment of all due taxes.
- 21.4 If Atana requests such, the supplier is obliged to sufficiently demonstrate, based on documents (of proof) to be determined by Atana, that he has taken care of the settlement of the sales tax, wage tax, social security contributions, and employees' insurance owed.
- 21.5 The supplier safeguards Atana against any liability in the matter of obligations of the supplier that flow from fiscal legislation, social security legislation, and against third-party claims (including any possible interest and (administrative) fine) related to non-compliance with any obligation of the supplier vis-à-vis the tax office.

22. Use of resources

- 22.1 If for the implementation of the Agreement equipment, machines, and other tools are necessary, the use thereof is at the expense and risk of the supplier. Atana can establish (additional) conditions for the use by the supplier of the aforesaid resources.
- 22.2 If the supplier must enter areas of Atana for the implementation of the Agreement, such is only possible with the prior written consent of Atana. The supplier keeps the areas he has in use swept clean.

23. Flex-work, payrolling, temporary workers, secondment

- 23.1 If the supplier deploys a collaborator at Atana by way of flex-work, payrolling, temporary assignment and/or secondment, the supplier must for the duration of the Agreement:
- be listed in the trade register of the Chamber of Commerce as an enterprise that makes available workers under SBI code 78201 (Job agencies), 78203 (Job pools) and/or 7830 (Payrolling);
 - be certified in conformity with the NEN4400 standard.

The supplier must, upon first request to such effect of Atana, forthwith present documentary proof of the aforementioned registration and certification to it.

Module B, addition to articles 1 through 18 in the event of the purchase of automation

24. Obligations supplier

- 24.1 In the event that Atana purchases software and/or devices from the supplier, the supplier will forthwith devise, upon first request to such effect of Atana, a project organisation that will focus on the implementation of the Agreement and will guarantee proper communications and collaboration between parties.

24.2 Prior to delivery of the software and/or devices, the supplier will inform himself at own expense and risk of the intended objective of Atana with regard to the Agreement, the organisation of Atana relevant for the implementation of the Agreement, the processes for which the software and devices will be used, and the data flows that will thereby be processed.

25. Approval

25.1 Prior to the delivery of the software and/or devices, parties establish the acceptance criteria through mutual consultation, as well as the manner in which the acceptance test will take place.

25.2 Atana will carry out the acceptance test within a reasonable term after delivery and report on the results thereof in writing to the supplier. Defects identified during the acceptance test must be forthwith restored by the supplier, at own expense and risk, after which a second acceptance test will be conducted. If the results of this second acceptance test are not approved by Atana, the supplier falls into default and Atana has the right to rescind the agreement. These matters leave unaffected the right of Atana to claim (additional) compensation of damage from the supplier.

25.3 The date on which the results of the acceptance test are approved by Atana must be considered the date of acceptance.

26. Delivery software and/or devices

26.1 The supplier upon delivery of the software and/or devices takes care of a functioning installation and implementation of the devices and/or software.

26.2 Simultaneous with the delivery as intended in article 26.1, the supplier provides Atana with information carriers with source and object codes and the technical documentation required for maintenance, modification and/or correction of the source code.

27. License on software

27.1 The supplier grants a license to Atana for the software. This license grants Atana, as well as third parties deployed by it, the right to use the software without any restrictions on user location, devices, duration, or otherwise.

27.2 The license commences at the moment that Atana approves the software, lasts for an indefinite time, and cannot be cancelled by the supplier.

27.3 The supplier guarantees that he will not apply any security measures or passwords in the software that could hinder the use of it by Atana and/or by third parties deployed by it. If such measures are ascertained by Atana, it reserves itself the right to (let) remove these at the expense and risk of the supplier.

27.4 Atana reserves itself the right to create back-up copies of the software, as well as to have maintenance on the software carried out by third parties as are to be deployed by it.

27.5 Upon request of Atana, parties will conclude an agreement with an escrow agent designated by Atana regarding the depositing and issue of the source code of the software, whereby is

also intended the technical documentation required for maintenance, modification and/or correction of the source code.

28. Warranty

- 28.1 The supplier guarantees, for a period of one year after approval, that the software and/or devices:
- a. have the established characteristics, functions correctly, and is fit for the purpose of the Agreement;
 - b. meet the current technical standards as they are customary in the sector;
 - c. do not contain any foreign elements, whereby is intended, though not exclusively, viruses, worms, and back-doors;
 - d. are compatible with the software and/or devices already in use by Atana;
 - e. comply with the effective legislation and regulations regarding security and, if applicable, the handling of personal data;
 - f. if and to the extent they consist of Software as a Service (“SaaS”), back-ups are created in an adequate, diligent manner, as is customary in the sector, of the data that are processed by Atana in said software;
 - g. if they manifest defects, such are forthwith restored upon first request to such effect of Atana, at the expense and risk of the supplier, whereby the business operations of Atana are hindered as little as possible;
 - h. will be maintained in a correct manner, in conformity with the requirements of good workmanship and in conformity with the requirements as are customary in the sector;
 - i. will be kept up to date by way of parts, components, and extensions provided by the supplier free of charges.
- 28.2 As regards the devices, the general warranty provision from article 11 of these General Conditions applies.

29. Audit

- 29.1 Atana has the right at all times – following prior written notification to the supplier – to have the supplier controlled (“audit”) in order to check whether the supplier is compliant with his obligations on account of the Agreement. The supplier is obligated to grant Atana, or the third party deployed by it, access at all times and is obliged to collaborate so that the audit can be effectively carried out.
- 29.2 Each party bears the own costs of the audit, unless it is concluded that the supplier does not fulfil his obligations from the Agreement. In that case, the costs of the audit are borne by the supplier.
- 29.3 The shortcomings identified in the audit must be resolved by the supplier within the term to be established for such purpose by Atana. Any such costs as may hereby be incurred are borne by the supplier.

30. End Agreement

- 30.1 Upon first request to such effect of Atana, the supplier will forthwith draw up an exit plan. In this exit plan, the supplier must include arrangements to guarantee the position and continuity of activities of Atana in the event that the Agreement comes to an end. The exit

plan must provide for the transfer of, though it is not limited to it, the activities, technical documentation, components, and all other documents that are object of the Agreement, to Atana or to a third party deployed by it.

- 30.2 Within the framework of the transfer and activation of the exit plan mentioned in article 30.1, the supplier is obligated to render all assistance to Atana or to the third party deployed by it, in order to realise a transfer that guarantees the position and continuity of activities of Atana.

Module C, addition to articles 1 through 18 in case of purchase logistics

- 31.1 If the performance to be delivered by the supplier consists of the transportation of matters for Atana within the Netherlands, the General Transport Conditions 2002 as registered with the registrar of the court of law in Amsterdam under deposit number 81/2014 or respectively of the court of law of Rotterdam under deposit number 2/2015 (AVC 2002) are applicable barring the extent to which they have been deviated from by Agreement or in these General Conditions – to the extent such derogation is permitted on the basis of provisions of mandatory law.
- 31.2 If the performance to be delivered by the supplier consists of the transportation of matters for Atana, whereby the Netherlands borders are crossed, the CRM treaty is applicable to it. In case of conflicts between what is stipulated in the Agreement and/or these General Conditions and what is stipulated in the CRM treaty, what is stipulated in the CRM treaty prevails.