General Terms
and Conditions

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Article 1
Introduction and definitions

1.1 'Paragon CS' refers to Paragon Communicatie Services B.V., with its registered office in Berkel en Rodenrijs, the Netherlands.

1.2 'Client' refers to any party to which or to whom Paragon CS makes an offer (in the form of a proposal or quote), to which or to whom it provides (an) impact analysis/analyses, or with whom or with which it enters into an agreement.

Article 2
Applicability

2.1 These General Terms and Conditions apply to all offers (quotes/proposals) and impact analyses from Paragon CS and to all contracts and agreements entered into by Paragon CS for the performance of work, provision of services or delivery of goods.

2.2 The rejection of these General Terms and Condition and/or any departures therefrom will apply only if and to the extent that these have been expressly agreed in writing.

2.3 Paragon CS reserves the right to amend these General Terms and Conditions at any time and to declare the amended Terms and Conditions applicable to the proposal, quote or agreement in question. The amended Terms and Conditions will enter into force thirty (30) days after disclosure of the amendment.

2.4 The applicability of any terms and conditions or other terms and conditions of the Client are expressly rejected.

Article 3
Offers

3.1 Any and all offers (i.e. proposals) and quotes issued by Paragon CS are without obligation, unless explicitly otherwise stated in writing.

Article 4
Rates

4.1 The rates calculated by Paragon CS are quoted in euros and are exclusive of VAT and exclusive of expenses for transport and/or delivery.

4.2 Unless expressly otherwise agreed between the Parties, Paragon CS will be entitled to increase the rates payable by the Client every calendar year due to taxes, exchange-rate fluctuations, rate changes imposed by third parties, and increases in the fixed expenses incurred by Paragon CS, including wages, raw materials and other expenses.

4.3 Paragon CS reserves the right to remedy any manifest errors or inaccuracies contained in price quotes.

Article 5
Delivery

5.1 Paragon CS will make the appropriate efforts to meet the agreed delivery date. However, such dates do not constitute strict deadlines, and failure to meet these dates will not entitle the Client to rescind the agreement or demand compensation for damages.

5.2 Failure to deliver in time will not release the Client from its obligation to purchase the items ordered and to fulfil the agreement.

5.3 Paragon CS will be entitled at any time, at its discretion, to deliver Cash on Delivery or by using a consignment note.

Article 6
Billing and payment

6.1 Unless alternative terms of payment have been specified on the invoice, all invoices issued by Paragon CS must be paid by the Client within thirty (30) days of the invoice date.

6.2 If an invoice is not paid within this period, Paragon CS will be entitled to reimbursement of all reasonable judicial and extra-judicial expenses incurred by Paragon CS in relation thereto. In addition, Paragon CS will be entitled to payment of statutory interest on the amount payable by the Client.

6.3 Any right on the part of the Client to suspend or offset payment of any amounts payable will be excluded.

6.4 Paragon CS will be entitled at any time to demand sufficient security or (full or partial) prepayment from the Client before providing any further services.

6.5 In the event of any disagreement regarding the appropriate amount payable by the client to Paragon CS, the administrative data of Paragon CS will be decisive, unless the Client provides evidence to the contrary in writing.

Article 7
Data, files and data media supplied

7.1 Any and all data and files to be provided by the Client under the agreement must be supplied by the Client using the format specified by Paragon CS and in the manner to be specified by same. Any errors or delays arising due to (or partially due to) the Client's non-compliance cannot result in any liability on the part of Paragon CS.

7.2 Any errors or delays arising (fully or partially) from the provision of incorrect or incomplete data or files cannot result in any liability on the part of Paragon CS.

7.3 The Client will be liable to Paragon CS for any losses incurred by Paragon CS as a result of any errors or deficiencies in the data, files and data media it has supplied. This also includes any viruses, worms or other electronic threats. Furthermore, the Client indemnifies Paragon CS against any third-party claims arising from such errors or deficiencies.

7.4 With regard to the data, files and data media to be supplied by the Client to Paragon CS, the Client warrants that it is authorised to make these available to Paragon CS and that the latter will be authorised to perform the agreed work related thereto. The Client indemnifies Paragon CS against any third-party claims in relation thereto.

Article 8
Online Services

8.1 If the Client procures Online Services from Paragon CS, the following terms and conditions apply:

8.2 From the commencement of the Online Services and during the administering of the Online Services, the Client will be obliged, on both a solicited and unsolicited basis and in a timely manner, to provide Paragon CS with all of the information and data necessary for the delivery of the Online Services. The Client will be responsible for ensuring the completeness, accuracy and timeliness of this data and information.

8.3 The Client will discuss with Paragon CS in a timely manner the reservation of additional capacity for the processing of peaks or abrupt growth in its procurement of the Online Services, in order to avoid overloading the Online Services or the networks and systems of Paragon CS or any of its suppliers.

8.4 Paragon CS bears no responsibility for checking the completeness or accuracy of the information or data provided by the Client. If Paragon CS nevertheless recommends this, then this will be done voluntarily and without acceptance of any liability for doing so.

8.5 The Client will report any disruptions in the Online Services to Paragon CS without delay. The Client will cooperate in any way necessary in any investigation of such disruptions. In the event that no fault is found or is caused by the Client itself, Paragon CS reserves the right to charge reasonable costs to the Client relating to the failure investigation.

8.6 The Client is required to check whether Paragon CS has correctly and completely processed the data supplied by the Client, in accordance with the Client's needs and requirements. Any errors must be reported to Paragon CS immediately. The Client will be deemed to have been given the opportunity to perform a check each time Paragon CS has sent processed data to the Client.

8.7 The Client bears ultimate responsibility for fulfilling its statutory obligations in using the Online Services. In particular, the Client should be aware of its personal responsibility in ensuring the availability and archiving of all data necessary to manage its financial accounts. In addition, the Client should also be aware that, unless explicitly otherwise stated or agreed with regard to specific data, any data which is received, transmitted or otherwise processed using the Online Services, to the extent that this is made available through the Online Service as a part thereof, never remains available for inspection on the Paragon CS online systems for longer than 90 days. In some cases, certain data

can be recovered from the back-up media used at Paragon CS at the Client's request after the applicable retention period has expired, but this cannot be guaranteed and Paragon CS may charge additional costs for this service.

8.8   It is the Client's responsibility to ensure that in using the Online Services, it complies with the relevant laws and regulations, including with respect to the content of the messages sent or received by the Client via the Online Services.

8.9   In using the Online Services, and in carrying out its own services that make use of or are linked to the Online Services, the Client will not violate the applicable laws and regulations and the guidelines imposed by the Reclame Code Commissie (Dutch Advertising Code Committee). Furthermore, in the use of the Online Services and in the carrying out of the Client's services in conjunction with the Online Services, the following actions and conduct are expressly prohibited:

a.   Spamming: the unsolicited transmission of large quantities of e-mails with the identical or virtually identical content;

b.   Committing an infringement of copyrighted works or otherwise acting in breach of the intellectual property rights of third parties;

c.   Deceiving or misleading third parties, including, but not limited to, recipients of services from the Client;

d.   In the operation of the Client's services, making use of text, logos, trademarks or other works by Paragon CS or its suppliers without having obtained explicit, written consent for doing so;

e.   Offering products or services which are banned under the applicable laws or regulations in the Netherlands and/or the country where they are offered; or

f.   Sending messages displaying offensive, discriminatory or otherwise inappropriate content.

Article 9
Work performed by third parties

9.1   Paragon CS may instruct the Client to have the work assigned to it performed elsewhere and by a third party.

Article 10
Retention of title and transfer of risk

10.1   Any items delivered by Paragon CS as part of the performance of an agreement will remain the latter's property until the Client has paid the amount payable to Paragon CS in full.

10.2   If Paragon CS invokes its retention of title, the Client will be required to cooperate fully in order to enable it to it to seize the relevant goods or items.

10.3   The Client will be required to communicate the retention of title to third parties and may neither pledge the items nor provide them as collateral. In the event of a confiscation of the items, bankruptcy or moratorium, the Client must notify Paragon CS without delay.

10.4   Any risk related to any services and/or products Paragon CS delivers to the Client pursuant to an agreement will be transferred to the Client at the time of shipment by Paragon CS or at the time of issue by Paragon CS to a shipper whose services have been engaged for shipment.

Article 11
Intellectual Property Rights

11.1   Unless expressly otherwise agreed between the Parties, the intellectual property rights (including any administrative rights) to all products made available to the Client under an agreement (including any software, data and databases) will remain in the possession of Paragon CS and will not be transferred to the Client.

11.2   The Client will only be granted a personal and non-transferable licence to the products specified in Article 11.1; this licence cannot be transferred to any companies or institutions affiliated to the Client.

11.3   The Client will not be authorised to copy or otherwise reproduce the products or publish or disseminate them in any manner whatsoever other than in the manner provided for in the relevant agreement. To the extent that the products

consist of data or databases, these cannot be 'retrieved' or 'reused' within the meaning of the Dutch Databank Act (Databankenwet), unless this is necessary in order to realise the agreed use of this data or these databases. The above-mentioned limitations are without prejudice to the Client's rights, arising from sections 45j and 45k of the Dutch Copyright Act 1912 (Auteurswet 1912) (i.e. authorisation for proprietary use for back-up and archiving purposes).

11.4   The Client will not be authorised to use any logos, trademarks, trade names or other intellectual properties belonging to Paragon CS in its communications with third parties (including advertising and other commercial content) without the prior written consent of Paragon CS.

11.5   In the event of failure to comply with any of the provisions of Article 11.2 or Article 11.3, the Client will be liable to pay Paragon CS a one-off, immediately due and payable penalty for each case of non-compliance (which will not be subject to mitigation) in the amount of €50,000, along with a €5,000 fine for each day or part thereof that the non-compliance continues, notwithstanding the right of Paragon CS to seek compensation for the losses it has incurred.

Article 12
Confidentiality

12.1   The Client will maintain confidentiality regarding any and all confidential information to which it may gain access in the performance of an agreement.

12.2   The Client will not use this information for any purposes other than the performance of said agreement.

12.3   This duty of confidentiality does not apply if and to the extent that there is a statutory obligation to provide confidential information to a third party. In this case, the Client will notify Paragon CS of the information provision as soon as possible.

12.4   In the event of failure to comply with any of the provisions of Article 11.1 or Article 11.2, the Client will be liable to pay Paragon CS a one-off, immediately due and payable penalty for each case of non-compliance (which will not be subject to mitigation) in the amount of €50,000, along with a €5,000 fine for each day or part thereof that the non-compliance continues, notwithstanding the right of Paragon CS to seek compensation for the losses it has incurred.

Article 13
Liability

13.1   Paragon CS is obliged to fulfil the agreement as required (as part of its best-efforts obligation).

13.2   If the Client is of the view that Paragon CS has failed in the proper performance of an agreement, it shall notify Paragon CS in writing within 14 days after it has detected the failure, or could have reasonably detected the failure, stating the nature of the failure and a reasonable period within which the failure must be remedied. If the failure has not been reported within 14 days, the Client will no longer be able to invoke the failure. The Client will, in any event, be expected to reasonably detect a deficiency from the time it has received the service provided by Paragon CS, or has otherwise become familiar with the nature of the services. This does not include special circumstances which can be demonstrated by the Client.

13.3   The Client undertakes to fully cooperate with Paragon CS in order to enable the latter to investigate a presumed deficiency and, if desired, remedy it within the reasonable period specified in Article 13.1.

13.4   If Paragon CS has failed to fulfil its best-effort obligation referred to in Article 13.1, the Client has acted in accordance with the provisions of articles 13.2 and 13.3, and the deficiency has not been remedied within the reasonable period specified in Article 13.2, Paragon CS will be liable for any direct losses resulting from its failure, provided it is responsible for such losses. Direct losses include losses directly related to the execution of this Agreement. Indirect losses, including consequential loss, losses to third parties, loss of profit, lost savings and impairment of goodwill are excluded.

13.5   The extent of any liability of Paragon CS will always be limited to the invoice value of the activities (or the services or goods provided excluding VAT and postage), as a result of which or in connection with which the liability has arisen, subject to a

maximum of €50,000 (fifty thousand euros) per occurrence or series of related occurrences, and subject to a maximum of €100,000 (one hundred thousand euros) per year.

13.6 Any liability for any indirect and/or consequential loss, including, but not limited to, any financial losses incurred, loss of profit, loss of savings, reputational damage, loss of data and lost goodwill, is excluded.

13.7 The limitation of liability referred to in Article 13 does not apply in the event of gross negligence or wilful misconduct on the part of Paragon CS.

Article 14
Force majeure

14.1 If the failure of the kind referred to in Article 13 is the result of force majeure, Paragon CS will not be liable for any loss or damage. 'Force majeure' includes, but is not limited to, internal and external strike/industrial action, wars, flooding, fire and traffic accidents.

Article 15
Hardware and/or software provided by Paragon CS

15.1 Unless expressly otherwise agreed by the Parties, the hardware and/or software provided by Paragon CS to the Client for the purpose of the performance of the agreement will remain the property of Paragon CS and/or its licensors.

15.2 The Client will solely be authorised to alter or modify the hardware and/or software specified in paragraph 15.1 following the written consent of Paragon CS. However, such consent will not release the Client from its obligations to deliver and/or return the hardware and/or software provided by Paragon CS to same in its/their former condition following termination of the agreement.

15.3 With the exception of the operation of the hardware in accordance with the operational instructions and the provisions of Article 15.2, the Client will not be authorised to make any changes, adjustments, modifications or additions to the hardware. For example, the Client is not authorised to add trademarks, numbers, names and/or other text to any hardware devices. Furthermore, the Client will not permanently affix or attach any hardware device to any immovable property in any manner.

15.4 If Paragon CS operates and manages its own hardware and/or software at the Client's site, the staff of Paragon CS will have access to the hardware and/or software at the Client's site.

Article 16
Individuals employed by or on behalf of Paragon CS

16.1 The Client shall act as a responsible employer toward any individuals employed by or on behalf of Paragon CS. If those employed by or on behalf of Paragon CS are effectively employed on-site at a third party designated by the Client, the latter warrants to Paragon CS that such third party will also conduct itself toward Paragon CS's staff in a corresponding manner. The Client will notify those employed by or on behalf of Paragon CS regarding the internal rules in place at the Client's business.

16.2 Both Paragon CS and the Client undertake (theoretically both, but either party to the extent that they can exercise de facto control over the working conditions) pursuant to Section 658 of Book 7 of the Netherlands Civil Code to ensure a safe and secure workplace and to regularly instruct employees regarding the use of spaces, tools, equipment and machines, and to alert them to any potential danger in the workplace. While Paragon CS has a duty to provide information in this regard, the Client will remain ultimately responsible for the working conditions and a safe working environment at the Client's business.

16.3 The Client will act in accordance with the applicable national and European laws and regulations regarding working conditions, welfare and safety of individuals employed by or on behalf of Paragon CS.

16.4 Paragon CS will be entitled to replace any individuals employed by or on behalf of Paragon CS, provided the continuity of the work remains guaranteed.

16.5 The Client will not allow or grant individuals employed by or on behalf of Paragon CS any benefits which do not qualify as regular business practice.

16.6 Paragon CS will solely be liable for any material damage caused by individuals employed on-site at the Client's business by or on behalf of Paragon CS to the Client's property (or to any goods or items made available to the client by third parties) and/or for any bodily injury in the event of gross negligence or wilful misconduct by or on behalf of the individuals employed by Paragon CS.

Article 17
Access to secure websites and access to secure Paragon CS network

17.1 If Paragon CS were to make an offer for which access is required to any website(s) or network managed by Paragon CS, the terms below will apply to this offer/proposal and the agreement arising therefrom.

17.2 Access to the secured networks of Paragon CS is only permitted to those of the Client's employees who have been authorised in advance by the Client. Authorised employees will gain access by means of a user account and password and/or token. The Client will solely authorise employees who require access to the above-mentioned networks as part of their professional duties. Upon the Client's request to grant access to an authorised employee, Paragon CS will register the employee, send them a user account and, via a secure process, the password and/or token required. After receiving the user account and the password and/or token, the authorised employee will receive access to the secured Paragon CS networks.

17.3 If Paragon CS provides user account details and a password to a Client, the latter undertakes not to make this data available to any third parties and to take all reasonable precautionary measures to prevent the unauthorised use of this data. If Paragon CS suspects misuse of a user account, a password or, more generally, a website feature offered, it will be entitled to deny or block the access acquired by means of the user account or the password.

17.4 The Client guarantees that the hardware and systems used by the Client to access the secure Paragon CS networks are kept in a secure area which can be closed off and guarded. In addition, the Client will take adequate measures to ensure that this hardware and these systems which are used for access are not exposed to any unnecessary risks, including external virus attacks. The workstations, hardware and other systems connected to the secure Paragon CS networks may never be directly connected to the internet. The hardware and systems used to gain access will be configured and maintained by the Client in order to ensure continued secure access.

17.5 Paragon CS is responsible for the security of the secured Paragon CS networks. If Paragon CS believes there are any circumstances which prevent Paragon CS from maintaining the security of its networks at the level prescribed, Paragon CS will be authorised to close off access/network access in whole or in part.

17.6 The Client indemnifies Paragon CS against the consequences of loss or unauthorised use of the user accounts, tokens, access codes and passwords provided by Paragon CS, unless such consequences are caused by attributable failure on the part of Paragon CS itself.

Article 18
Data processing activities

18.1 If the Client provides Paragon CS with personal data for processing purposes, Paragon CS will strictly perform activities related to the personal data which it has been explicitly instructed to perform. Paragon CS will not be authorised to carry out any other activities or operations in relation to the personal data.

18.2 Paragon CS will take appropriate technical and organisational measures to protect the personal data from loss or any form of unlawful processing. With due consideration for the technical possibilities and the costs of implementation, these measures will provide an appropriate level of security, taking into account the risks involved in processing and the nature of the data under protection.

18.3 Paragon CS will maintain confidentiality regarding the personal data to which it gains access as part of the

processing activities it has been instructed to perform. Likewise, it will ensure that its staff and any third parties whose services it engages will maintain the same degree of confidentiality.

18.4 If a company to be engaged by Paragon CS is effectively established outside the European Union, Paragon CS will only engage such company for the performance of the work instructed following prior consultation with the Client.

18.5 The Client will be authorised at any time to inspect the site where the activities are being carried out, provided that the Client notifies Paragon CS of this in writing in a timely manner and provided that the Client follows the reasonable instructions provided by Paragon CS during the inspection.

Article 19
Termination of the agreement

19.1 Notwithstanding any rights to which it is entitled under the Netherlands Civil Code, Paragon CS will be authorised to rescind or terminate an agreement with immediate effect if the Client has been granted a moratorium (temporary or otherwise), has been declared bankrupt, has entered into a debt rescheduling arrangement, has terminated its business operations, or liquidates the company under its management.

19.2 Paragon CS will be authorised to rescind or terminate an agreement with immediate effect if Paragon CS is no longer able to satisfy its obligations pursuant to amended laws and regulations or following the ruling of a judicial or regulatory authority.

19.3 In the event of a rescission or termination as referred to in articles 19.1 or 19.2, any amounts payable by the Client to Paragon CS will be immediately due and payable in full.

Article 20
Applicable law and competent court

20.1 All offers (proposals) and agreements of Paragon CS are governed by Dutch law.

20.2 Any and all disputes arising from or in connection with an agreement or proposal will be referred to the competent court within the Hague jurisdiction.