

General Terms and Conditions of delivery of Trigion Services.

SCOPE OF APPLICATION

Article 1

Paragraph 1

These General Terms and Conditions of delivery are applicable to all agreements that Trigion Services BV, having its registered office at Karel Doormanweg 4, 3115 JD Schiedam, hereinafter referred to as: the contractor, may enter into for the provision of services and the execution of work for his customer. These Terms and Conditions also apply to all stages that precede the conclusion of an agreement, and also to the services and work performed by the contractor before concluding the agreement.

Paragraph 2

Delivery Terms and Conditions if any of the customer, which the customer may want to declare to be applicable to the agreement mentioned in point number 1 above, and stages prior to entering into the agreement. will not be applicable, unless the contractor has expressly accepted such Terms and Conditions of delivery in whole or in part in writing.

Paragraph 3

If in relation to the provision of services, two agreements are entered into, the one with the later date will apply.

OFFER

Article 2

Paragraph 1

The offer shall be non-binding unless specified otherwise in writing. The offer should mention the nature and quantity of the work to be done or services to be provided, the method of payment, the general terms and conditions, and should also indicate the price. The documents prepared by the contractor and forming part of the offer will be as accurate as possible, but will not be binding, and will remain the intellectual property of the contractor. The said documents may not be used, copied or made available to third parties or otherwise published without the written permission of the contractor.

AGREEMENT

Article 3

Paragraph 1

An agreement is concluded when the customer signs and returns to the contractor a copy of the agreement sent to him by the contractor. After receiving the agreement, the contractor will start providing the services at the agreed time.

An agreement will also be concluded if the customer requests the contractor to commence providing the services before the agreement signed by the customer is returned to the contractor. The texts of the offer, the General Terms and Conditions and the agreement will nevertheless form the basis for the service.

Paragraph 2

All deviations if any that are made from these General Terms and Conditions of Delivery, or from the agreement entered into between the contractor and the customer, should be expressly agreed in writing. The provisions of these General Terms and Conditions of Delivery, from which there no deviations, shall continue to apply without reduction.

EXECUTION OF THE WORK

Article 4

Paragraph 1

When the agreement is concluded as mentioned herein, the contractor undertakes to perform the agreed services, such as:

- | | |
|--------------------------------|--|
| * Reception Service: | receptionists, telephone operators and messengers on location |
| * TeleService: | 24-hours availability, reception and fault repair service, with remote operation |
| * Facility Service: | Service desk employees and optional reporting desk on location |
| * Hospitality Service: | Hostesses and lady attendants at exhibitions and events |
| * Supervision and maintenance: | Supervisors, maintenance staff and parking attendants in the (semi-) public domain |

Paragraph 2

The contractor is under obligation to take efforts to fulfil the specific requirements of expertise that the service involves. All the requirements that the customer places on the services should be expressly agreed with the contractor. The contractor accepts no liability for additional services that have not been agreed, and which are provided by the contractor or his employees on the request of the customer.

Paragraph 3

The contractor is bound to perform his services and his work according to the best of his knowledge and ability.

Paragraph 4

Without prejudice to the responsibility of the contractor for the proper execution of the agreed services, the contractor is free to engage the services of third parties – subject to the application of these Terms and Conditions.

Paragraph 5

The customer should provide the explanations, materials and information – including supplements to the same - that the contractor deems necessary for the proper execution of the order, to the contractor in time, and shall also refrain from any action that may prevent such proper execution, or that may otherwise adversely affect the same in any way.

Paragraph 6

Uniform: The employees of the contractor should always wear the work uniform of the contractor while providing the services, unless expressly agreed otherwise with the customer. If otherwise agreed, the customer will bear the costs of the same.

Paragraph 7

The service provision of the contractor is limited to the services mentioned in the agreement and - to the extent applicable - the Property-specific work instructions that are formulated through discussions between the customer and the contractor.

Article 5

The customer undertakes to place the contractor in a position to properly carry out the agreed services and work. Among other things, this involves the provision of adequate information for determining the work required and, if applicable, providing a work environment that meets the applicable requirements under the Working Conditions Act.

AGREED PRICE

Article 6

Paragraph 1

The customer is bound to pay the agreed or offered price for the agreed services fully and in time. The customer shall not have any right to discount or set-off.

Paragraph 2

The prices charged by the contractor are exclusive of VAT and other levies if any, and also exclusive of costs that may be incurred in connection with the agreement, unless otherwise agreed.

MODIFICATION IN PRICE

Article 7

If during the term of the agreement entered into between the contractor and the customer, cost-escalating changes occur due to, among other things, changes in the salaries and other working conditions, allowances, increases in social security premiums, increases in expense allowances as well as other cost price-escalating factors, the contractor shall have the right to prematurely increase the rates agreed with the customer, in accordance with the stipulations laid down and to be laid down in this connection by the authorities. The right to do so will only arise three months after the time that the contractor and customer have entered into the agreement.

PAYMENT

Article 8

Paragraph 1

The contractor shall have the right to submit his invoice to the customer at the beginning of the period to which the payment relates. In such case, the customer is bound to pay within 30 days of the invoice date. In all other cases, the customer is bound to pay within 14 days of the invoice date. If payment is not received within the specified due dates, the customer is liable to pay the statutory interest on the invoice amount, without the need to issue further notice of default or payment notification, to be counted starting 30 days after the invoice date. The customer will then also be liable to pay the administration and collection costs including the judicial and bailiff costs, which shall always be valued at 15% of the principal sum due, unless the actual costs are higher.

Paragraph 2

The customer shall have no right to apply any discount or compensation on the price agreed by him with the contractor.

TERM, TERMINATION AND EXTENSION OF THE AGREEMENT

Article 9

Paragraph 1

The agreements between the contractor and the customer will be for an indefinite term, unless otherwise agreed. The parties shall have the right to terminate an agreement for an indefinite term by registered letter, subject to the observance of a termination notice period of three months. Termination may be done at the end of any calendar month.

Paragraph 2

After the expiry of the agreed term, an agreement for a definite term will be deemed to have been automatically extended for the same period, unless the customer or the contractor terminate the agreement, no more than three months before the date on which the term expires.

FORCE MAJEURE

Article 10

If the contractor is unable to provide the agreed services due to force majeure – which in all cases will mean the following: war or a situation similar to war, revolution, sabotage, arson, lightning strikes, explosion, floods, strikes, lockouts, acts as well as any other event beyond the

control or occurring through no fault of the contractor, and which may be reasonably expected to temporarily or permanently render impossible or impede the performance of the agreed services, the following shall apply:

- a) In case of temporary inability to perform the agreed services in time, the parties will not immediately acquire the right to terminate the agreement. In such case, the customer will no longer be bound to pay for the services that have not been provided. For these purposes, if the contractor is unable to provide the agreed services for a maximum of 30 consecutive days, this will amount to a temporary inability to provide the agreed services. Thereafter, any of the parties may terminate the agreement with immediate effect.
- b) In case of long-term inability to provide the agreed services, the parties will immediately acquire the right to terminate the agreement with immediate effect (with respect to the part of the same that the contractor cannot execute).

BANKRUPTCY AND SUSPENSION OF PAYMENTS

Article 11

The agreement entered into between the parties shall be terminated if one of the parties is declared bankrupt, or (temporary) suspension of payments is granted to him. If there is a threat of one of the two situations occurring with respect to the counter-party, the other party shall have the right to directly suspend his performance or to terminate the agreement with immediate effect.

COMPLAINTS

Article 12

Complaints concerning the services provided should be notified to the contractor in writing along with accurate details about the nature and scope of the complaints, within 8 days after the customer discovers, or could have discovered the defect in the performance. If the contractor regards a complaint to be well-founded, the Contractor will provide the services once again as agreed, unless in the meantime this has become impossible or is no longer reasonable. If the performance of the agreed services is impossible or not reasonable, the contractor will only be liable within the limits laid down in Article 2.12.

LIABILITY

Article 13

Paragraph 1. Limitations on liability

The contractor will only be liable for direct damage caused by him intentionally or through gross negligence - to be proved by the customer - in the execution of his obligations under the agreement entered into between the parties. The contractor is not liable for business loss and consequential damages, which shall always mean losses suffered and the loss of profits. The contractor will never be liable for damage arising due to an event (directly or indirectly) related to terrorism or malicious contamination.

Paragraph 2

The contractor is not liable for damage that is unavoidable in the correct execution of the services, or that results from the urgency required by the circumstances. The contractor is also not liable for damage that arises due to a method of working that is known to the customer, and which he has not objected to in writing.

Paragraph 3

The contractor shall in no case be liable for consequences arising due to incorrect information being provided by or on behalf of the customer. The contractor is also not liable for inaccuracies or incompleteness in the forwarding or transmission of information, delays or faults in the transmission of data, communication faults, problems in reaching the persons designated by the customer, (the consequences of) computer, pager, telephone, fax malfunctions, software errors, faults or interruptions in a fixed line connection, no matter how caused.

Paragraph 4

The liability of the contractor will be in any case limited to the extent of the agreed fee of the customer on an annual basis, subject to a maximum of € 4,500.00 per event or series of related events, and a maximum of € 10,000.00 per customer per year, unless in individual cases, the business liability insurance company of the contractor pays a lower amount in compensation. In such case, the liability will be limited to the maximum amount paid by the contractor's insurance company. On request, the contractor will provide the customer with information concerning business liability insurance obtained by him.

Paragraph 5

For damage that arises due to the fact that the contractor loses keys that have been entrusted to him in connection with the execution of the agreement, the contractor's liability will be limited to an amount of € 2,500.00 per event, subject to a maximum of € 10,000.00 per customer per year.

Paragraph 6

Without prejudice to the contractor's own liability, the employees of the contractor will not be personally liable vis-à-vis the customer in relation to damage caused during the contract of employment, unless there is damage caused intentionally or through wilful recklessness.

INDEMNITY

Article 14

The customer indemnifies the contractor against claims of third parties against the contractor on his personnel with respect to loss or damage to goods with respect to which the contractor is required to perform services. The above shall apply insofar as the claims exceed the maximum amount mentioned above.

Article 15

If the personnel of the contractor discover a punishable offence in the customer organisation, this fact will be notified to the customer. The decision to report the offence to the authorities will be taken by the customer. The personnel of the contractor will only report the offence to the authorities on the request and under the responsibility of the customer. The customer indemnifies the contractor and his personnel for all claims of third parties against the contractor and his personnel, in connection with the reporting of the offence to the authorities, irrespective of whether the contractor or his personnel are to blame in connection with the reporting.

EMPLOYMENT OF PERSONNEL

Article 16

During the currency of the agreement and upto six months thereafter, the contractor shall not exercise any influence or cause the same to be exercised, or cooperate with or cause the provision of cooperation in any form whatsoever, to an employee working for the contractor, to take up employment with him or with third parties, or to carry out work directly for him or for third parties, on pain of an immediately payable penalty of € 15,000.00 per violation.

JURISDICTION AND COMPETENT COURT

Article 17

Paragraph 1

The law of The Netherlands shall apply to agreements between the contractor and the customer.

Paragraph 2

All disputes that arise or result from agreements between the contractor and the customer may exclusively be laid before the Court of the District of Rotterdam, or any other court competent to take cognizance of the same, if the contractor so chooses. This jurisdiction provision will not apply if the customer is a natural person not acting in the exercise of a profession or the conduct of a business.

COMING INTO FORCE

Article 18

The above-mentioned General Terms and Conditions of Delivery of Trigion Services for the provision of services and the execution of work, shall come into force on the date they are filed with the Registry of Firms of the Chamber of Commerce of Rotterdam, under Trade Register number 24248105.

SEGMENT-SPECIFIC PROVISIONS CONCERNING SPECIAL ACTIVITIES

Article 19

Special terms and conditions relating to TeleService services

Paragraph 1. General

The contractor does not guarantee the accessibility of the persons to whom the messages are to be forwarded. The contractor is not liable for damages related to the inaccessibility of the specified persons or authorities.

Paragraph 2. Information

The following part of the article of these General Terms and Conditions of Delivery will have corresponding application to the recording and making of changes by TeleService to the customer data.

Paragraph 3. Warnings and data processing

The contractor will only notify those persons and authorities specified in the written instructions given by the customer. To the extent possible, the contractor will follow the sequence specified by the customer, but is not bound to do so. The contractor does not guarantee that the persons and/or government authorities who have been notified will act on the message or instructions in an adequate manner.

The contractor has the right to store the information received from the customer in a digital database. The customer should notify changes in the data to the contractor in writing. Changes notified by the customer should be incorporated into this database. On the request of the customer, the contractor will send an up-to-date statement of the data recorded in the database.

In case of a dispute concerning the signals recorded by TeleService of the information about the customer recorded by TeleService, the TeleService recording or database shall be conclusive.

Paragraph 4. Telephone charges

The customer is responsible for ensuring that the customer's telephone connects to TeleService, or that his customers contact TeleService at the agreed times via the telephone connection provided for the same. The contractor will never be responsible for faults or malfunctioning in the telephone connection for any reason whatsoever.

Article 20

Special Terms and Conditions relating to Reception, Hospitality and Facility Service

Paragraph 1. Duty Schedule

The contractor will provide the required personnel according to staff working hours agreed with the customer. The contractor will prepare a

four-weekly duty schedule for this purpose. For a short-duration service (less than three hours), at least three hours will be charged.

Paragraph 2. Reduction in hours worked

If on the request of the customer, the contractor does work for fewer hours than has been laid down in the agreement, this will not lead to a reduction in the price. This shall apply unless these changes have been agreed between the two parties in writing.

Paragraph 3. Extra hours

The contractor will charge the customer separately for extra hours worked. Extra hours should be notified to the contractor in time in order to ensure adequate provision of services. If extra hours are not notified in time, the contractor undertakes to take appropriate efforts, but cannot give any guarantees in respect of the same.

Paragraph 4. Company regulations

The contractor's personnel will abide by the rules and regulations and/or company regulations applicable at the location, insofar as the tasks to be performed by the personnel permit the same.

Article 21

Special Terms and Conditions concerning supervision and implementation:

Paragraph 1: Administration of oaths

The municipality bears ultimate responsibility for the administration of oaths to hired (unsalaried) officers. Wherever necessary, the contractor is under obligation to take efforts to support this process.

Paragraph 2: Uniforms

Wherever it is necessary for an employee of the contractor to be recognisable as an official of the municipality, the municipality will provide the necessary resources.

Paragraph 3:

If the municipality engages the services of a certified supervisory External Investigating Official (BOA), the BOA fees will apply from the time of commencement of the agreement, irrespective of the term of the administration of oath.

Paragraph 4:

The customer will provide the official with communication media. If the contractor has to provide the same, the costs of the same will be separately charged to the customer.