

For the performance of work in the context of a Contract for services by the companies that belong to the STAR companies, being the companies with registered office on Plaza in Moerdijk, the Netherlands, and that are hereafter referred to collectively and individually as: "STAR".

These companies are:

STAR Group Nederland B.V., STAR Freelance B.V., STAR International B.V., ECC Solutions B.V., STAR Offshore B.V.

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Article 1: Definitions

1. In these general terms and conditions, the terms below are defined as follows, unless explicitly stated otherwise:
 - STAR: one of the companies that belong to the STAR companies, being the companies with registered office on Plaza in Moerdijk, and with whom the Client concludes the Contract.
 - Client: the party that commissions STAR to perform services.
 - Contractor: the legal entity belonging to the STAR companies with whom the Contract is concluded.
 - Assignment: The services commissioned by the Client.
 - Contract: the Contract that is established after the assignment is accepted.
 - Project support: the service provision whereby STAR deploys a project team to support a project or activities, usually at the location of the Client itself, or at one of its clients. The project team is manned by one or more Project employees from STAR.
 - Project employee: a Project employee is defined as:
 - a. Someone who has an employment contract with STAR and performs or will perform work for the Client at the Client as part of the assignment.
 - b. The self-employed person who pursuant to a Contract for services with the Contractor performs services for the Client related to the Assignment or
 - c. Someone who pursuant to an employment contract with a third party performs work via the Contractor for the Client at the Client as part of the Assignment.
2. Words used in the singular also refer to the plural and vice versa if the context in which they are used implies this.

Article 2: Applicability

1. These general terms and conditions apply to all assignments and offers which STAR accepts for the supply of goods, performance of services, or for work in the context of a Contract for services.

2. Any deviations from these general terms and conditions are only valid if they are agreed explicitly and in writing.
3. The general terms and conditions at hand also apply to all Contracts with STAR for the performance of which third parties are involved.
4. If these general terms and conditions applied at any time to a legal relationship between the Contractor and the Client, the Client is deemed to have consented in advance to the applicability of the general terms and conditions to Contracts concluded and to be concluded thereafter, as well as to any changes and additions to the general terms and conditions.
5. The applicability of any purchasing or other terms and conditions of the (prospective) client is explicitly rejected, unless other agreements are made in writing in this regard at any time.

Article 3: Offers from STAR

1. Any offer issued by STAR is fully without obligation at all times.
2. STAR may immediately refuse an Assignment granted in response to an offer, without report of reasons, without this resulting in any obligation on STAR's part. Offers are valid for 30 days unless otherwise stated.
3. STAR is not required to ensure that the Project employee remains available during the period before the Client accepts the offer. If the Project employee is no longer available, STAR only has a best efforts obligation to provide a replacement.
4. Unless otherwise stated, STAR is only bound by its offer if the Client accepts the offer in writing within 30 days of the date of the offer.
5. Every Assignment is granted under the suspensive condition that the management of STAR grants its approval.
6. STAR is entitled to revoke an obligation-free offer within four working days after it has been accepted.
7. The offer states in any event the specific terms and conditions under which STAR can accept a Contract for services. The price of the assignment is ultimately determined on the basis of the actual number of hours spent, unless explicitly agreed otherwise in advance.
8. The prices cited in offers are excluding VAT and other government taxes, as well as any costs to be incurred in the context of the Contract, except and insofar as stated otherwise.
9. A price estimate that has been issued may only be accepted as a whole; partial acceptance of the estimate does not obligate STAR to enter into a Contract for the accepted part of the estimate in exchange for a corresponding part of the price quoted.
10. Offers do not automatically apply for future assignments.

Article 4: Establishment of the contract for services

1. The Contract for services is deemed to be established at the moment that STAR receives the unconditional acceptance of STAR's offer or at the moment that the Client receives the Assignment confirmation and it is established that a Contract for services has been established on the basis of this Assignment confirmation. The offer is also deemed to be accepted if the Client's actions indicate that the Assignment is being performed.
2. If the Client's acceptance deviates from STAR's offer, no Contract is established, unless STAR sends out an Assignment confirmation within 5 working days after receipt of the acceptance, in which case a Contract is established on the basis of this Assignment confirmation. This is not the case however if the Client reports in writing within 5 working days after the Assignment confirmation has been sent that it does not agree to the Assignment confirmation.
3. If the Client encounters evident ambiguities or errors in the Contract, it is required to immediately inform the Contractor of this in writing and request clarification, but in any event before the Contractor proceeds to perform the Contract.
4. Everything agreed orally between the Client and STAR before or on the date on which the Contract for services is established lapses by the establishment of this Contract.

Article 5: Performance of the contract

1. The Contract established between STAR and its Client only implies a best efforts obligation for STAR, unless and insofar as STAR states in writing that its obligations should be regarded as result obligations. STAR will perform the Contract to the best of its knowledge and ability and in keeping with what may be expected of a good Contractor and the requirements of good workmanship, whereby the state of knowledge and science known at the moment the Contract is concluded will be taken into account.
2. If and insofar as STAR feels that this is necessary for proper performance of the Contract, STAR has the right to have certain work designated by it performed by third parties, in consultation with the Client.
3. During the performance of the work, which in principle falls under STAR's responsibility, the Client will be able to give instructions to STAR's Project employees on the performance of the contract, provided these are responsible and given in a timely fashion. The instructions may not order that work be performed for parties other than the Client or that work be performed at a location other than that of the client, unless STAR gives explicit written permission for this.
4. The Client must ensure that all information which STAR indicates is necessary - or which the Client should reasonably understand to be necessary - for the proper performance of the Contract is provided to STAR in a timely fashion. If the information necessary for performance of the Contract is not provided to

STAR on time, STAR is entitled to suspend performance of the Contract and/or charge the Client for the costs arising from the delay at the usual rates.

5. STAR is not liable for damage of any nature whatsoever caused by STAR's adherence to incorrect and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been evident to STAR without further investigation.
6. If it is agreed that the Contract will be performed in phases, STAR can postpone the performance of parts of the Contract that belong to the next phase until the Client has approved the results of the preceding phase(s) in writing.
7. The agreed hourly rate is based on a normal working week of 40 hours and on the presumption that the work will be performed within the Netherlands. A special hourly rate and, insofar as applicable, expense reimbursement, is agreed for overtime, work on Sundays and holidays and work outside the Netherlands. The Client is in any event required to reimburse STAR's Project employee for any expenses incurred in the context of the performance of the assignment, insofar as these are not included in the hourly rate.
8. If during the execution of the Contract work performance outside the Netherlands turns out to be necessary for a proper implementation, Client should inform Contractor explicitly and obtain its prior written consent in advance. If permission is obtained, the Client must in any event report to the Contractor the country, city, nature of the work and the estimated duration of the stay abroad. As a consequence, STAR has the right to increase the fixed fee or hourly fee.
9. The Client indemnifies STAR against any claims from third parties that suffer damage in connection with the performance of the Contract, if and insofar as these claims can be attributed to the Client.

Article 6: Amendment of the contract

1. If it emerges during the performance of the Contract that proper performance necessitates a change or supplement to the work to be performed, the parties will adjust the assignment accordingly in a timely fashion and in reasonable mutual consultation. Supplements and/or changes to the Contract for services are only binding for the parties if and insofar as the parties document these supplements or changes in writing in the form of an appendix. This appendix will report the date on which the additions or changes take effect.
2. If the parties agree to change or supplement the Contract, this may affect the completion date of the Assignment. STAR will inform the Client of this as soon as possible.
3. If the law or interpretation of the law changes in such a way that the Contract concluded must be changed and/or supplemented, any detrimental effects of this will be at the expense and risk of the Client, unless and insofar as other agreements are made in writing

in a further Contract. The parties undertake to make the necessary changes and/or additions to the Contract as quickly as possible and in reasonable consultation.

4. If a change or addition to the Contract will have financial and/or qualitative consequences, STAR will inform the Client of this in advance. If a fixed fee is agreed, STAR will notify the Client in writing of the change or addition to the contract.
5. STAR will not charge any additional costs if the change or addition is the result of circumstances that can be attributed to STAR.

Article 7: Duration of contract, completion time

1. The Contract between STAR and the Client is entered into for an indefinite period, unless the nature of the Contract dictates otherwise or the parties agree otherwise explicitly and in writing.
2. Unless the contrary is agreed explicitly and in writing, the time periods that are agreed for the performance of specific work are never firm deadlines. If the completion time is not met, in order for STAR to be in breach of Contract, the Client must give STAR written notice of default, stipulating a reasonable time frame determined in consultation with STAR in which STAR can yet comply with the Contract.

Article 8: Fee and adjustments to the fee

1. The parties may agree on a fixed fee when the Contract is established.
2. If no fixed fee is agreed, the fee will be determined on the basis of actual hours spent. The fee will be calculated on the basis of the agreed hourly rate. The hourly rate is set down in the Contract and applies exclusively for the STAR Project employee named in the Contract. If no hourly rate is agreed, STAR's usual hourly rates for the period in which the work is performed apply. The hourly rate cited in the Contract for services applies for the calendar year.
3. STAR reserves the right to change the fee or hourly rate in the interim, regardless of whether a fixed fee or hourly rate has been agreed with the Client. STAR has the right to charge on price changes equal to the changes in costs incurred by STAR, if STAR demonstrates that changes have taken place in STAR's cost price during the term of the contract with regard to, for example, wage increases, or as a result of changes or effect dates of laws, decrees or government decisions of a mandatory nature. Moreover STAR has the right to increase the agreed fee or hourly rate if there is a case of one or more of the following situations: insofar as this is justified by (the application of) any provision contained in the assignment and accompanying terms and conditions; an increase to the costs in the broadest sense of the word connected with the work of the project employees; other circumstances which make it unreasonable for STAR to refrain from changing the hourly rates.

4. STAR reserves the right to change the set fee in the interim if it emerges during the performance of the work that the originally agreed or expected quantity of work was insufficiently estimated to such a degree upon concluding the Contract, and this cannot be attributed to STAR, that STAR cannot reasonably be expected to perform the agreed work for the agreed fee. This is in any event the case if the actual amount of work exceeds the agreed or expected amount of work by ten percent or more.
5. STAR will notify the Client in writing of its intention to increase the fee or rate. STAR will report the magnitude of the increase and the date on which it takes effect in that notification. If the Client does not wish to accept the increase to the fee or rate announced by STAR, STAR has the right to cancel or dissolve the Contract in writing within seven working days after receipt of the aforementioned notice from the Client, without being liable for damages, by the effect date for the price or rate change as cited in STAR's notification.

Article 9: Specification of time spent

1. In the event of Contracts with a term of more than one month, the fee and the costs owed will be charged periodically. Invoicing will take place in four-week intervals, without prejudice to STAR's right to invoice as soon as the assignment is completed.
2. STAR's invoices will be based on the time specifications, or hour and expense declarations, that the Client has signed as indication of approval. The relevant time specifications will be regarded by the parties as binding immediately after the Client has accepted them. The Client is required to monitor that the time specifications report the accurate number of hours, overtime and other additional hours worked, that the columns that do not apply are struck through and that the actual costs incurred are truthfully filled in.
3. The Client cannot invoke the lack of authority of one of its employees for signing time specifications when this takes place in the normal work process, unless the Client has explicitly excluded in writing certain people from the authority to sign.
4. In the event of a discrepancy between the time specification submitted by STAR's Project employee and the time specification signed by the Client, the time specification submitted to STAR by the Project employee will be considered accurate, unless the Client submits evidence to the contrary.
5. If the Client refuses to sign STAR's time specification and/or does itself not provide STAR within 14 days after the relevant work with a time specification it deems accurate, STAR is entitled to stipulate the number of hours it worked as binding in accordance with the statement from the Project employee or, in the absence of such statement, in all reasonableness, taking into account the agreed work scope, or to reasonably estimate the number of hours worked.

Article 10: Payment and security

1. Unless otherwise agreed, the payment of the final amount of the invoice must take place within 30 days after invoice date in a manner specified by STAR and in the currency in which the invoice is prepared.
2. The Client must notify STAR in writing within 10 days of receipt of the invoice if it objects to the invoices sent by STAR. The Client is responsible for proving that it submitted its objections and did so on time. Objections to the substance of the invoice do not suspend the Client's obligation to pay, not even with respect to those parts of the invoice which the Client disputes. Nor does the Client have the right to offset or suspend payment on the basis of an alleged shortcoming or wrongful act by STAR.
3. If the Client fails to make payment by the stipulated due date, the Client is in default by operation of law, without STAR being required to send notice of default. The Client then owes interest equal to the statutory commercial interest as referred to in Section 6:119a of the Netherlands Civil Code, without prejudice to STAR's right to (further) damages. The interest on the amount due will be calculated from the moment that the Client is in default until the moment the amount is paid in full.
4. In the event the Client is liquidated, declared bankrupt, granted (full or partial) moratorium on payment, or subject to an attachment which compromises its liquidity and/or solvency position, STAR's claims on the Client fall immediately due.
5. STAR has the right to first apply payments made by the Client to the costs, then to accumulated interest on overdue amounts, and finally to the principal and accrued interest, starting with the oldest outstanding amount. STAR may refuse an offer of payment, without thus being in default, if the Client indicates a different order in which the payment is to be applied. STAR can also refuse full repayment of the principal if this is not accompanied by payment of the accumulated interest on overdue amounts and accrued interest, plus costs.
6. The Client is prohibited from setting off amounts invoiced by STAR against claims the Client has on STAR.
7. If the Client fails to comply with its obligations or to do so in a timely manner, all reasonable extrajudicial and court costs incurred to obtain satisfaction are at the Client's expense. Subject to evidence to the contrary from the Client, the rates and costs charged by third parties engaged by STAR are regarded as reasonable.
8. STAR has the right to demand that security be furnished upon entering into the Contract. STAR also has the right to demand (additional) security during the performance of the Contract if it receives indications that the Client's creditworthiness has diminished to such an extent that STAR may have reasonable doubts about the Client's full satisfaction of its obligations. This is the case in any event if the Client fails to satisfy any obligation which has fallen

due, even after being given notice of default. The security must be furnished in a manner requested by STAR. If, despite being given notice of default, the Client does not furnish the security requested by STAR, all its obligations towards STAR fall immediately due; in such situation STAR also has the right to dissolve the Contract in writing.

Article 11: Payment of social premiums and taxes

1. The Contractor guarantees the Client that it complies with the social insurance and tax laws with regard to the Project employee that is or was involved in the work.
2. The Contractor indemnifies the Client against any claims and/or subsequent levies of social charges and/or taxes in relation to the Project employee.
3. At the Client's request, the Contractor will provide written evidence of the payment of taxes and social premiums for the Project employee.

Article 12: Complaints

1. Complaints about the work performed must be reported to STAR in writing by the Client within 8 days after discovery, but no later than 14 days after completion of the relevant work. The complaint must include as detailed as possible a description of the alleged shortcoming, so that STAR is able to adequately respond.
2. If a complaint is justified, STAR has the right to yet perform the work as agreed, unless this is demonstrably pointless for the Client. If the latter is the case, the Client must state and demonstrate this to STAR before STAR indicates that it wishes to yet perform the work. If STAR complies with the Contract at this point and performs the work within a reasonable time frame, it applies that the contract has been correctly complied with so that there is no case of a shortcoming which gives the Client the right to damages. If it is no longer possible or worthwhile to perform the contract, and the client has expressed a justified complaint, STAR will only be liable within the bounds of the provisions of article 16.

Article 13: Force Majeure

1. In these general terms and conditions, force majeure (non-attributable shortcoming) is defined, in addition to what is understood by this in the law and/or case law, as all external causes, foreseen or unforeseen, which are beyond STAR's control and which in all reasonableness prevent STAR from satisfying its obligations. Strikes at STAR's business, as well as shortcomings by third parties engaged by STAR, including contractors and transporters, are included in this definition. If due to the absence of its Project employee for any reason whatsoever STAR is unable to continue the work, STAR will endeavour to find another suitable project employee from among its

ranks and have this Project employee continue the work.

2. If delivery or performance of the assignment cannot take place, wholly or in part, as the result of force majeure at one of the parties, this does not give the right to dissolution or reduction of the agreed price and/or damages. If the force majeure situation persists for more than 3 months however, the parties will make additional agreements on (further) performance of the assignment and the applicable price and conditions, and either party has the right to dissolve the Contract in writing wholly or in part (insofar as the Contract is affected by force majeure), without being able to charge damages, or owing damages, all without prejudice to STAR's right to compensation for all the work it has performed.

Article 14: Cancellation

1. Either of the parties may cancel the Contract in writing at any time, except in such cases where these general terms and conditions exclude such cancellation or where the opposite has been agreed between the parties.
2. If the Contract is cancelled prematurely by the Client, STAR is entitled to compensation for capacity utilisation loss which has arisen as a result of the cancellation and can be demonstrated, as well as lost profit and costs incurred or to be incurred, all unless and insofar as the cancellation is based on facts and circumstances that can be attributed to STAR. The Client is also in any event required to pay the invoices that have been sent for the work already performed by STAR, and STAR also has the right to yet invoice for work it has performed but not yet invoiced.
3. If STAR cancels the Contract in the interim, unless the reasons for the cancellation can be attributed to the Client, STAR will ensure in consultation with the Client the handover of work yet to be performed to third parties. The costs of this are at the Client's expense, unless and insofar as the cancellation is based on facts and circumstances that can be attributed to STAR.

Article 15: Suspension and dissolution

1. STAR is authorised to suspend its compliance with its obligations, or dissolve the Contract in writing, if:
 - the Client fails to comply with its obligations under the Contract, or fails to do so in full, despite being given notice of default, if such notice is required by law.
 - the Client was asked to furnish security for satisfaction of its obligations under the Contract, either upon or after concluding the Contract, and has failed to furnish this security, or to furnish it in full, despite being given notice of default. As soon as security is furnished, the right to suspend compliance lapses.
2. STAR is also authorised to dissolve the Contract in writing if:

- circumstances arise that are of such a nature that compliance with the contract is impossible or can no longer be expected according to criteria of reasonableness and fairness.
 - circumstances arise that are of such a nature that it cannot reasonably be expected that the Contract continues to be in effect unchanged.
2. STAR's claims on the Client fall immediately due if the contract is dissolved. If STAR suspends compliance with its obligations, or cancels or dissolves the Contract, it retains the claims it has by law and under the Contract.
 3. STAR always reserves the right to demand damages.

Article 16: Liability

1. The client will check the result of the work performed by STAR's Project employee at least on a weekly basis and limit any damage that arises as much as possible in consultation with STAR. The costs associated with this are at the client's expense.
2. STAR is exclusively liable in the event of an attributable shortcoming in compliance, which is the case if errors are made or STAR has been negligent in a way that is not in line with the normal professional knowledge to be expected in accepting a project as described in the Contract for services. If STAR should be liable, its liability is always limited to what is stipulated in this article. There can only be a case of attributable shortcoming if STAR fails to comply or fails to comply in a timely manner, even after it has been given notice of default by registered letter giving it a reasonable time frame in which to yet comply.
3. STAR's liability for any direct damage is limited to a maximum of half of the amount that has already been invoiced as provided for in the contract for services that has been entered into, for that part of the Contract to which the liability relates. In the event of an Assignment with a term of more than six months, liability is also limited to the fee that has been owed by the Client over the last 6 months. STAR's liability for direct damage is limited at all times to maximum € 50,000 (fifty thousand euros).
4. Direct damage is understood to exclusively include:
 - The reasonable costs to ascertain the cause and scope of the damage, insofar as the ascertainment relates to damage as defined in these terms and conditions.
 - Any reasonable costs incurred to ensure that STAR's faulty performance answers to the contract, unless and insofar as these cannot be attributed to STAR.
 - Reasonable costs incurred to prevent or limit damage, if and insofar as the Client demonstrates that these costs actually resulted in limiting the direct damage as referred to in this article.
5. STAR is never liable for indirect damage, which includes resulting damage, lost profit, lost savings, and loss due to business interruption. STAR is never liable for the damage to items provided to the Project employee by the Client in the context of the

performance of the work. The Client is liable for all direct and indirect damage and costs caused by its failure to comply with its obligations under the Contract or the law, damage that arises from STAR's Project employees' actions or negligence insofar as they performed work under the instructions of the Client nor for the presence of hidden defects in the items or the work. The Client indemnifies STAR against claims from third parties with regard to this.

6. If STAR or the third parties engaged by STAR perform work in the context of the assignment at the Client's location or a location designated by the client, the Client must ensure that STAR or the relevant third parties are furnished with reasonably requested facilities free of charge. The Client will fully observe all provisions of Section 7:658 of the Netherlands Civil Code (protection against hazards) with regard to the Project employee. The Client is fully liable to the Project employee in that context and explicitly indemnifies the Contractor for all damage and costs that the Contractor suffers in connection with any claim from the relevant Project employee with regard to this.
7. Any right to damages is subject to the condition that the Client complains to the Contractor regarding the matter within 1 month after it has ascertained the shortcoming or reasonably should have discovered the shortcoming, in writing and provided with reasons.

Article 17: Secrecy

1. Both parties are required to keep secret all confidential information that they have obtained or obtain from each other or from another source in the context of the Contract. Information is confidential if the other party has designated it as such or if this stems from the nature of the information.
2. If STAR is required by a legal provision or court order to provide confidential information to a third party designated by the law or the court and STAR cannot invoke its right to decline to give evidence, STAR does not owe any damages and the counterparty does not have the right to dissolve or cancel the Contract.

Article 18: Intellectual property and copyrights

1. Without prejudice to what is stated in these general terms and conditions, STAR holds the rights to the intellectual products it produces in the context of the contract, including those protected by copyright.
2. All documents provided by STAR, such as contracts, reports, recommendations, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, published, processed or brought to the attention of third parties without STAR's advance permission, unless the nature of the documents provided dictates otherwise.
3. STAR reserves the right to use the knowledge gained in the performance of the work for other purposes,

insofar as no confidential information is brought to the attention of third parties as a result.

Article 19: Takeover of Project employee/candidate from STAR

1. Without written permission from STAR, for the term of the Contract and a period of 12 months after completion thereof, the Client or companies or third parties affiliated with it, all in the broadest sense of the word, are not permitted to directly or indirectly, by means of or for a third party, enter into an employment relationship with a STAR Project employee - or have this Project employee perform work on the other side, as self-employed or otherwise - who works or worked at or for it, directly or indirectly, in the context of a Contract. If one of the circumstances as described in paragraph 1 of this article occurs, the Client immediately owes a lump-sum penalty of € 25,000, excluding VAT, without a demand or notice of default being necessary, which penalty does not detract from STAR's right to additionally charge the Client for the damage it has actually suffered.
2. The article at hand also applies to a (prospective) project employee that is introduced to the Client by STAR in any way whatsoever as a candidate. If and when the Client enters into an employment relationship with the (prospective) Project employee offered by STAR or has this individual perform work (via third parties), without the parties reaching settlement on the hourly rate, the Client immediately owes a lump-sum penalty of € 25,000, excluding VAT, without a demand or notice of default being necessary, which penalty does not detract from STAR's right to additionally charge the client for the damage it has actually suffered. The obligations arising from this for the Client apply for 6 calendar months from STAR's introduction of the (prospective) Project employee to the client.

Article 20:**Conversion and amendment; location of the terms and conditions**

1. If one or more of the provisions of the general terms and conditions at hand are annulled by the judge, or declared void, this will not affect the validity of the other provisions, which will remain fully in effect. STAR and the Client will then consult to agree on new provisions to replace the annulled or void provisions, whereby, if and to the extent possible, the purport and tenor of the original provision will be taken into account.
2. STAR is authorised to make changes to these general terms and conditions. These changes take effect on the date announced by STAR. STAR will send the Client the amended terms and conditions in a timely fashion. If no effect date is reported, the changes take effect in respect of the Client as soon as the Client is informed of the change. In no case will the new general terms and conditions apply to Contracts

concluded with the client before the changes were made.

3. These general terms and conditions supersede any general terms and conditions used by STAR or its legal predecessors (whether or not these were filed).

Article 21: Applicable law

1. Every contract is exclusively subject to Dutch law.
2. In the event of disputes between the Client and STAR that arise from Contracts that have been concluded or will be concluded or further agreements on the implementation thereof, both parties explicitly express the intention to settle these disputes amicably in mutual consultation, without the intervention of the courts.
3. If a dispute can nonetheless not be settled amicably, despite this explicit intention, disputes between the Contractor and Client arising from a Contract concerning the deployment of Project employees will exclusively be heard by the competent court in Breda, the Netherlands, or, as the Contractor chooses, the competent court of the city where the Client resides.