



General Terms and Conditions

Care IQ Group BV

Version 1.4, dated 25 March 2014

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Disclaimer: *The translation of these General Terms and Conditions into the English language was prepared with the utmost care. However, Care IQ does not accept any liability for the correctness and completeness of the compilation and content of the translation and the direct or indirect consequences of acting or failing to act on it. In all cases where the English version might divert from the original Dutch version, the latter shall be decisive.*

1. General

Care IQ Group BV (hereinafter: Care IQ) considers it to be important that the contents of the General Terms and Condition are clear, in order to avoid any misunderstanding regarding the contents of the General Terms and Conditions. For that reason Care IQ has filed its General Terms and Conditions with the Chamber of Commerce in Eindhoven. In addition, the General Terms and Conditions are available on the website: www.care-iq.com. Further, the General Terms and Conditions will be attached to every quotation.

The General Terms and Conditions became effective on 25 March 2014.

2. Definitions

- **Background:** all intellectual and industrial property rights and know-how belonging to Care IQ, which was used in the context of the Services and/or are part of the Goods.
- **General Terms and Conditions:** these terms and conditions for commissions to Care IQ (abbreviation; GT&C's).
- **Service(s):** the service(s) to be carried out by Care IQ for the benefit of the Client, as described in the Proposal.
- **Good(s):** the goods or the goods to be delivered by Care IQ to the Client, as described in the Proposal.
- **Care IQ:** the supplier as stated in the Proposal, namely Care IQ Group B.V.

- **Incoterms:** The International Commercial Terms 2013, drawn up and published by the International Chamber of Commerce;
- **Notice:** The written notice to the Client by Care IQ that Care IQ (temporarily) cannot fulfil the agreement due to Force Majeure;
- **Client:** the party commissioning the Services and/or the Goods as stated in the Proposal.
- **Proposal:** the written document containing an offer by Care IQ to the Client regarding the Services and/or the Goods to be supplied by Care IQ;
- **Assignment:** the Services and/or the Goods to be supplied by Care IQ as specified in the Agreement;
- **Agreement:** the contract between the Client and Care IQ under which the Client commissions Care IQ to supply the Services and/or the Goods;
- **Force Majeure:** an unavoidable and unforeseen event whereby a failure to perform of Care IQ is not her fault or by law, legal act or generally accepted standards attributable to Care IQ.

3. Scope of Application

- 3.1 These General Terms and Conditions apply to all Proposals made by Care IQ and all Agreements concluded between Care IQ and the Client.
- 3.2 Any deviating Terms of Purchase are hereby expressly excluded, unless these Terms of Purchase are accepted in writing by Care IQ.
- 3.3 Deviations from these General Terms and Conditions are only valid if agreed in writing.

4. Agreement

- 4.1 The scope of the Assignment is determined by the Services and/or Goods as defined in the Proposal. Proposals by Care IQ provide an estimate of the fees, timeframe and related costs. The Proposal should not

- be considered as an offer to perform the Assignment within a certain timeframe or against a fixed price, unless this is explicitly stated.
- 4.2 Proposals by Care IQ remain valid for 30 days, from the date the Proposal was sent.
- 4.3 The Agreement between Care IQ and the Client is established through the signing of the Proposal by the Client or by the acceptance by email.
- 4.4 Care IQ reserves the right, in a case referred to in Article 6:248 paragraph 2 Dutch Civil Code (the principles of reasonableness and fairness) / 6:258 paragraph 1 of the Dutch Civil Code (unforeseen circumstances) to apply changes to Agreement, e.g. the scope thereof, the price and terms of payment and delivery as concluded in the Agreement. Care IQ will inform the Client thereof in writing.

5. Performance of the Assignment

- 5.1 Care IQ will perform the Assignment to the best of its abilities taking into account the current state of science and technology at that particular point in time.
- 5.2 The Client will provide Care IQ with all relevant information necessary or essential to perform the Assignment. By signing and/or agreeing to the Proposal the Client warrants that all relevant information has been submitted.
- 5.3 The Client will submit any other relevant documents and information upon Care IQ's request. Furthermore, the Client will comply to any requests made by Care IQ, which are necessary for the proper execution of the Assignment, including, but not limited to providing feedback and taking certain business decisions

- 5.4 When Care IQ, or a third party engaged by Care IQ, is required under the Agreement to work on location of the Client (or a location indicated by the Client) the Client will be responsible for the proper working conditions on that location.
- 5.5 Care IQ reserves the right to use subcontractors for the performance of the Assignment.
- 5.6 If the execution of the Agreement requires any permits or any other legal obligations apply, the client bears full responsibility in this respect, unless it concerns a specific legal obligation of Care IQ. The export of Goods to countries outside the EU may be subject to audit.
- 5.7 Care IQ does not guarantee that the Services and/or Goods provided will be suitable for a particular use or a particular application. Nor does Care IQ guarantee that Care IQ by performing the Assignment does not infringe upon intellectual property rights held by third parties. Care IQ does not perform any research in this respect. Care IQ will therefore not indemnify the Client regarding claims of third parties based on infringement of intellectual property rights of such third parties.

6. Delivery

- 6.1. Unless otherwise agreed upon in writing, the conditions of delivery "Ex Works" apply as defined in the Incoterms (or, in case of an alteration of the Incoterms, an equivalent). All liabilities transfer to the Client at the moment the Goods are delivered.
- 6.2. The execution and/or delivery times agreed upon regarding Services and/or Goods are an indication only. The Client cannot claim for compensation or annul the Agreement on the basis of a

transgression of the term of execution or delivery. If at any moment in time a transgression of the aforementioned terms is imminent, Care IQ will notify the Client directly. Care IQ will only be in default if, after a written reminder of the Client to fulfil its obligations within a reasonable term and said term has expired without fulfilment of said obligations by Care IQ.

- 6.3. The Goods delivered will remain property of Care IQ, until the Goods are paid for in full by the Client, including interest(s) and expenses as may arise. Until aforementioned payment has been made in full, the Client is not allowed to alter, hypothecate, sell or in any way entail, incorporate or deform the Goods delivered. He is liable for previously mentioned occurrence and he is contracted to insure himself against all possible risks on that subject.
- 6.4. The deliveries executed by Care IQ are irrefutably presumed to be accepted by the Client in case of:
- i. partial or full usage or resale of the Goods delivered;
 - ii. full or partial payment of Services and/or Goods, or;
 - iii. in case of no written complaints on the matter by the Client received by Care IQ within a term of 7 calendar days after delivery of Services and or Goods.

7. Price and Payment

- 7.1. Prices on all Proposals and invoices are VAT excluded, unless stated otherwise. Other forms of taxes, excises, (bank) expenses and the like can be subjected to levies, surcharges and other factors. Aforementioned taxes, expenses and

the like are always at the Client's expense.

- 7.2. If Care IQ and the Client have agreed upon a fixed price, and with consent of the Client the assignment is to be altered or extended, or during the execution of the agreement it is found that the Client upon entering the Agreement did not or insufficiently inform Care IQ about the needs, requirements or conditions, the additional work carried out by Care IQ will be charged on the basis of actual costing.
- 7.3. Care IQ shall be entitled to invoice the Client periodically for any activities performed. Likewise Care IQ may demand partial advance payment or security for the payment up to the amount of the Assignment. Invoices shall be sent to the Client's address, unless otherwise agreed.
- 7.4. If the advance is not paid on time or the required security is not given on time, Care IQ cannot be held to either start or continue the activities.
- 7.5. The invoices issued by Care IQ regarding the Services provided and / or the Goods delivered must be paid within two weeks without appealing to suspension or deduction. If the Client is in default all collection costs made by Care IQ are borne by the Client. The extrajudicial costs are set at 15 per cent of the principal amount. In addition, the Client will be liable for all legal costs incurred by Care IQ in all instances, including recovery and court levies, fees and fees of a legal adviser / counsellor, including a fixed sum of 10 %, with a minimum of 200 euros, including any amounts that have not been assigned by the courts, in relation the Agreement to which these General Terms and Conditions apply, a

- court ruling becomes final in which the Client is deemed to be entirely or predominantly in the wrong.
- 7.6. Care IQ will be notified of any protest against an invoice, promptly, in writing, motivated and filed within 10 calendar days after the invoice date, stating the invoice date and reference should be made known to Care IQ

8. Liability

- 8.1. Care IQ is only liable for damages, which are a direct result of a default in the performance of obligations which can be accounted to Care IQ. In case of liability of Care IQ on account of the previously mentioned contractual liabilities and / or on other accounts, the liability of Care IQ will be limited to the maximal price paid or to be paid by the Client for Services and/or Goods.
- 8.2. Barring intent or culpability on behalf of Care IQ, Care IQ is not liable or obliged to indemnify against flaws of its employees or any defect or intent of its employees, subcontractors or others in respect to the Client or a third party.
- 8.3. Furthermore, Care IQ is not liable for any damages (direct or indirect, incidental or consequential loss), that the Client or a third party may endure as a result of:
- i. implementation or usage of the Services and or Goods delivered by Care IQ including, but not limited to erroneous, improper or illegitimate usage;
 - ii. alterations by the Client;
 - iii. faults caused by an error or negligence of the Client, including, but not limited to non-compliance to the cliental obligations as mentioned in section 5.2 and 5.3 of this document;

- iv. problems caused by an accident, fire or natural disasters;
- v. faults caused by a third party.
- vi. faults caused by technical difficulties at the Client's location;
- vii. other problems of similar nature caused by the Client, a subcontractor and or employee of the Client or a third party, out of Care IQ's will or approval.

- 8.4. The Client indemnified Care IQ, its employees and subcontractors against all claims, damages, expenses resulting from loss and or all possible damage (including indirect damage and consequential loss) that the Client or a third party might endure by usage of the Services and/or Goods delivered by Care IQ.

9. Accountable Deficiency

- 9.1. If Care IQ does not or untimely or incompletely fulfills its obligations, the Client will provide a reasonable term in writing, in which Care IQ can still fulfill its obligations. The aforementioned proof of default must be directed to the contact as mentioned in the Proposal.
- 9.2. The Client is obliged to take all measures necessary to enable a countercheck.
- 9.3. Whatever the cause of the default, the repair, chosen by Care IQ, is limited to a replacement of the defected Good or a reimplementation of the Service free of charge, indemnifying Care IQ against all claims.

10. Force Majeure (Unaccountable Deficiency)

- 10.1. If as a result of Force Majeure Care IQ is not able to perform the Agreement, Care IQ will inform the Client directly.
- 10.2. If after a period of 3 months from the notification by Care IQ the situation of Force Majeure has not been resolved, both Care IQ as well as the Client possess the right to end the Agreement unilaterally via registered post.
- 10.3. If Care IQ as a result of a case of Force Majeure does not or untimely fulfills its obligations or the Client or Care IQ ends the Agreement as mentioned in section 10.2, Care IQ is not liable to any compensation claimed by the Client.
- 10.4. If the Agreement is terminated as mentioned in section 10.2, the Client is obligated to pay the honorarium (pro rata) resulting from the labor executed by Care IQ up until the moment of Force Majeure. The Honorarium will be charged by Care IQ to the Client.

11. Military and Dual-Use Goods

- 11.1. The Client undertakes towards Care IQ that he – including any persons or agents engaged by the Client in the performance- in any way uses results of the Assignment if in doing so he would infringe upon export laws or regulations. Within the scope of this document export laws and regulations must be defined as all current laws and regulations at the time for the regulation of exports and imports of military goods and dual-use goods (jointly referred to as “strategic good”) and chemical substances. The Client indemnifies Care IQ for any liability towards any third-party claims, for any liability towards any third party resulting from any non-compliance by you - including any persons or agents engaged by the Client in the

performance with export laws or regulations as a result of the usage of the Services and Goods delivered by Care IQ.

- 11.2. If in the context of the Agreement an export or import permit must be issued by a government and/or any government body pursuant to export laws or regulations, or delivery is restricted or prohibited in any other way due to export laws or regulations, Care IQ may proceed to suspend its obligations and to suspend the Client’s rights with regard to the delivery in question, until the required permit has been issued, or for the duration of the relevant restriction and/or prohibition. At such time, Care IQ may terminate the Agreement without being liable to any obligation towards the Client. By analogy section 15.3 of this document is applicable. The inability to acquire an export or import permit will not be considered Force Majeure.

12. Background

- 12.1. All information, including the Background, received by the Client from Care IQ directly or indirectly, including, but not limited to, information, concepts and ideas, which are used in the Proposal is confidential and may only be used in relation to the Services and Goods (hereinafter called ‘confidential information’). Confidential information remains the exclusive property of Care IQ.
- 12.2. It is strictly prohibited for the Client to fully or partially, directly or indirectly share this confidential information with a third party without prior written permission from Care IQ. The Client will impose the same requirements of confidentiality on his employees and subcontractors, which must be

- informed of previously mentioned information. The Client is obliged to handle confidential information strictly confidentially and to enforce means of protection and security, which are at least equipollent to the means by which the Client protects and secures his own confidential information. The Client is liable in cases in which aforementioned measures are lacking.
- 12.3. The aforementioned requirement of confidentiality remains in force after the Agreement has expired. The Background remains the property of Care IQ irrespective of the moment in which Care IQ obtained it whether it be during the implementation of the Agreement or afterwards. All material and intellectual property rights, which are the result of delivery of Services and/or Goods, are the sole property of Care IQ. Care IQ grants the Client, under the condition of prior payment of all the amounts charged or to which are to be charged with regard to the Assignment, including interest(s) and expenses as may arise, a non-transferrable and worldwide permit with regard to the Background, the outcome of the Services and/or Goods, necessary for the usage agreed upon of the Services and Goods. Information or materials supplied by the Client are considered not to be in violation of the laws in force with regard to copyright and other intellectual property rights. The Client will indemnify Care IQ against all claims of third parties as may arise with regards to said materials and/or information.

13. References

- 13.1. Care IQ has the right to present the Client as a reference. Within this scope Care IQ is entitled to disclose the

(business) name of the Client and, if available, the Client's logo as a former principal, e.g. by placing a reference on its website or by means of a reference within the scope of a Proposal to a third party.

- 13.2. Care IQ does not have the right specified in section 13.1 if the Client objects to aforementioned right within 14 days after the conclusion of the Agreement.

14. Non-Solicitation of Employees and/or Sub-contractors

- 14.1. The Client is not allowed to, either during the execution of the Assignment, or one year after the termination of previously mentioned Assignment, to approach personnel employed by Care IQ or subcontractors acquired by Care IQ within the scope of the Assignment and to persuade them to be employed by the Client or otherwise perform activities for the Client or an enterprise with which the Client is directly or indirectly affiliated, without written permission of Care IQ.
- 14.2. This prohibition is considered to be infringed upon when personnel employed by Care IQ or subcontractors acquired by Care IQ within the scope of the Assignment are employed by the Client or otherwise perform activities for the Client or an enterprise with which the Client is directly or indirectly involved.
- 14.3. If the Client violates the stipulations stated in sections 14.1 and 14.2, a fine which is not susceptible to moderation of € 50.000, - per violation and an extra € 5.000 fine, - for every day or part of it on which the violation continues, without an obligation to prove any damages or loss is directly due, unimpeded the right of Care IQ to full

compensation of all the damagers, if the total damages do not exceed the aforementioned fixed compensation.

15. Termination of the Agreement

- 15.1. Unimpeded the stipulations as mentioned in section 7.5 of this document, Care IQ is entitled to (extrajudicially) terminate the Agreement in case of default of payment or if a similar procedure has been commenced by which payment to Care IQ has been discontinued, without prejudice to Care IQ's right to proportional payment of the price for Services and/or Goods already delivered.
- 15.2. The Agreement ends legally taking effect at once and without any obligation to compensate for damages, if:
- i. the Client has been declared bankrupt;
 - ii. the client has been granted a (temporary) suspension of payment/moratorium;
 - iii. the company of the Client has been dissolved, or if a substantial part of the movable assets and/or immovable assets or other goods of the Client have been attached with a writ of sequestration or with a writ of fieri facias.
- 15.3. Untimely termination of the Agreement by the Client or due to the Client entitles Care IQ to a fixed compensation for deprived earnings and expenses made of 30% of the total amount charged with regards to the Assignment, unimpeded Care IQ's right to full compensation of damages, if previously mentioned damages exceed the fixed compensation.

- 15.4. All matters, drawings, calculations, designs, information, electronic data carriers, back-ups, other documents, records and/or copies, which the Client possesses on account of the Assignment, are the property of Care IQ, unless agreed otherwise. The Client is required to return the aforementioned matters as well as other matters, either after (untimely) termination of the Agreement or after the completion of the Assignment, to Care IQ in good condition.

16. Applicable Law/Disputes

- 16.1 All agreements, including these General Terms and Conditions, between Care IQ and the Client are subject to Dutch Law.
- 16.2 Disputes between Care IQ and the Client, arisen within the scope of the execution of the Agreement, which cannot be solved in careful consultation, will be exclusively dealt with by the Court of Oost Brabant, the Netherlands.
- 16.3 If one or more stipulations in these General Terms and Conditions are declared invalid and/or void, the other stipulations remain undiminished in force with regard to the Agreement. Care IQ will replace the void stipulation with a stipulation which resembles the original intention of mentioned stipulation the most.
- 16.4 Parties can decide upon arbitration in the Netherlands in divergence of previously stated stipulations in mutual consultation.