The Hague March 15th, 2021

OYSTER PERSONNEL

General terms And Conditions

Temporary Employment
and
Recruitment

Table of content

1 Introduction 3

2 General 3

2.1 Definitions 3

2.2 General terms applying 5

2.3 Agreement/execution 5

2.4 Payments to Oyster Personnel 5

2.5 Confidentiality 6

2.6 Liability 6

2.7 Circumventing Oyster Personnel 8

2.8 Penalty and performance rights/damages 8

2.9 Transfer of rights and obligations 8

2.10 Applicable law and forum 8

2.11 Ethical Code of Conduct 9

2.12 Non-solicitation 9

3 Temporary Workers 9

3.1 Temporary Worker 10

3.2 Taking over Candidates 10

3.3 Term and termination 12

3.4 Fee and payment 12

4 Recruitment 13

4.1 Assignment 13

4.2 Costs / fee 13

4.3 Termination of the employment agreement 14

1 Introduction

This document contains the general terms and conditions of Oyster Personnel B.V. That is the official name of the company also trading under the name "Oyster Personnel".

Oyster Personnel focuses on the following activities:

- Providing Temporary Workers
- Recruitment;

These general terms and conditions contain various parts. First you will find a general part that applies to all activities of Oyster Personnel. Subsequently you will find general terms applying specifically to certain activities of Oyster Personnel. This second part is to be read in addition or (where applicable) deviation of the general part of the general terms and conditions.

2 General

This part of the general terms and conditions applies to all activities, agreements, assignments and services rendered by Oyster Personnel.

2.1 Definitions

2.1.1 In these general terms and conditions the following definitions apply:

1) Gross Annual Income	In case of an employment agreement: the annual salary agreed between the Candidate and the Client (always calculated on the basis of 40 working hours per week, even if the Candidate is employed for less) including bonuses, profit schemes, fixed representation reimbursements and other benefits which have been guaranteed or may reasonably be expected.
2) Temporary Worker	Any individual or entity having a service agreement (in Dutch: overeenkomst van opdracht) with Oyster Personnel with a view to temporarily perform work or have such work performed within the organisation of the Client or a third party

3) Candidate: Any individual presented by Oyster Personnel to The Client.

4) Assignment: The agreement between Oyster Personnel and the Client pursuant to which Oyster Personnel performance any of the two below activities for the Client:
   a) search a Candidate to enter into an employment agreement with the Client or to engage in another legal relationship with the Client and/or
   b) have a Temporary Worker perform work with the Client.

5) Client: Any individual or legal entity entering into a professional services agreement with Oyster Personnel.

6) Oyster Personnel: The private company with limited liability Oyster Personnel B.V. with statutory seat at The Hague, Netherlands.

2.2 General terms applying

2.2.1 These general terms apply to all offers made by Oyster Personnel or instructions to Oyster Personnel and agreements with Oyster Personnel or extensions thereof, regardless of the specific nature of activities.

2.2.2 Purchasing conditions or other conditions from the Client are excluded. Any clause by the Client that deviates from the terms and conditions of Oyster Personnel are only applicable if and to the extent that they have been explicitly accepted by Oyster Personnel in writing.

2.3 Agreement/execution

2.3.1 Any proposal made by Oyster Personnel is non-binding, unless its binding nature is explicitly indicated in a specific proposal.

2.3.2 Prices referred to in proposals are excluding VAT as well as excluding costs to be incurred in connection with the Assignment (including transportation and administration costs) unless specifically indicated to the contrary.

2.3.3 Assignments, agreements and alterations thereto only become effective if accepted by Oyster Personnel in writing or if Oyster Personnel starts with execution thereof.

2.3.4 The Client will provide in time all information that Oyster Personnel indicates to be necessary or which the Client should reasonably understand to be necessary for the proper performance of the Assignment, failing which Oyster Personnel may suspend its performance under the Assignment.

2.4 Payments to Oyster Personnel

2.4.1 Payments should be made to Oyster Personnel within 14 days as of the date of invoice by transfer of the relevant amount to the bank accounts of Oyster Personnel indicated in the invoice.

2.4.2 All amounts referred to in these general terms or other documentation of the Assignment are excluding taxes (such as VAT).

2.4.3 Payment is to be made without deductions or set of and payments may not be suspended.

2.4.4 The Client will automatically be in default in case of late payment. No notification or other information is required for such default. In case of default, interests of 1,5% per calendar month are due, whereby any part of a month is to be considered as a full month.

2.4.5 Any costs incurred by Oyster Personnel in collecting its claim on the Client are to be reimbursed by the Client on the basis of actual amounts incurred, including the actual costs of legal assistance or assistance by any other third party (and disregarding any court orders for fixed reimbursements of legal fees). The indication by Oyster Personnel of these costs will be leading unless the Client has specifically proved the contrary. Any such costs of collection will always amount to a minimum of 15% of the invoiced amount, with a minimum of € 500,-

2.4.6 Any complaints as referred to in clause 6:89 of the Dutch Civil Code should be received by Oyster Personnel in writing ultimately within one week as of the date of invoice, failing which the Client no longer has a right to issue such complaint. Payment of the invoice is still due disregarding whether a claim has been filed are not.

2.4.7 Any obligation by Oyster Personnel is automatically suspended on any breach by the Client in the performance of any of its obligations (even if the Client has filed complaints as referred to above) until the Client has performed such obligation and Oyster Personnel may require full payment by the Client.

2.4.8 The Client should at all times upon first request by Oyster Personnel provide adequate security for all claims that Oyster Personnel has or will have in relation to the Assignment.

2.4.9 In case the Assignment has been issued by more than one Client which all belong to the same group of companies, then all such Clients are jointly and severally liable for the Client's obligations, even if the invoice has been issued to one or more specific Clients.

2.5 Confidentiality

2.5.1 If the Client so requests, Oyster Personnel will obligate the Candidate to observe complete confidentiality on confidential information from the Client. However, Oyster Personnel is not liable for any damages of the Client resulting from a breach of confidentiality by the Candidate.

2.5.2 The Client will keep all details of the Assignment strictly confidential and will not disclose anything to third parties.

2.6 Liability

2.6.1 Oyster Personnel does not issue any guarantee or warranty whatsoever with regard to or on any of its activities under the Assignment. The Client is solely responsible for considering the Candidate appropriate or suitable for the position. The Client will itself verify diplomas and references.

2.6.2 Oyster Personnel is not liable for damages of the Client (whatever nature such damages may have) that are the result of the Candidate not meeting any demands set by the Client (whatever the nature of such demands).

2.6.3 Oyster Personnel is not liable for any damages and/or losses of the Client or any third party caused by the Candidate.

2.6.4 Oyster Personnel will never be liable for indirect damages and/or consequential losses including but not limited to lost profits and/or losses incurred by the Client and/or third parties.

2.6.5 The Client indemnifies Oyster Personnel for third party intellectual property right claims on material or information that has been provided by the Client for use in the Assignment.

2.7 Circumventing Oyster Personnel

2.7.1 Without the express written permission by Oyster Personnel, the Client and its group companies may not directly or indirectly enter into any employment relationship, co-operation agreement or contractual relation of whatever nature with the Candidate for a period of 18 months after a Candidate has been presented by Oyster Personnel (which includes forwarding information on such Candidate). This provision also applies if the Candidate was presented during that period to the Client or any of its group companies by a third party (including for example by professional services firms with similar activities as Oyster Personnel) or if the Candidate has itself approached the Client or its group company.

2.7.2 The Client guarantees as jointly and severally liable co-debtor the proper performance of the prohibition referred to above by its group companies.

2.7.3 The Client may not pass on in any way to any third party any information on the Candidate(s) that was provided by Oyster Personnel nor may the Client present such Candidate(s) to third parties.

2.7.4 Any breach of this clause 2.7 results in the Client immediately (without further notification) forfeiting to Oyster Personnel a penalty in the amount of €20,000 (in words: twenty thousand Euro).

2.7.5 Penalty and performance rights/damages

2.7.6 Any penalty due by the Client on the basis of any provision of these general terms, does in no way limited Oyster Personnel's rights to also claim for damages or for performance of the relevant obligation.

2.7.7 Transfer of rights and obligations

2.7.8 The Client may only transfer some or all rights and/or obligations under the Assignment to any third party (including its group companies) if Oyster Personnel has explicitly allowed so in advance in writing

2.8 Applicable law and forum

2.8.1 All legal relationships to which these general terms and conditions apply are governed by Dutch law.

2.8.2 Any disputes resulting from or in connection with a legal relationship to which these general terms and conditions apply, will be exclusively settled in first instance by the district court of The Hague, the Netherlands.

2.9 Ethical Code of Conduct

2.9.1 Oyster Personnel will be discreet about any company information or personal information from and on the Client and/or the Candidate.

2.9.2 The Client will:

(a) honour any and all applicable legislation, rules and codes of conduct with regard to (the prevention of) bribery and corruption and it will ensure that its employees will honour such obligations as well; and

(b) prevent that it or any of its employees will offer, promise, give or agree to giving to any third person, nor accept or agree to accept from any person on their own behalf or on behalf of anybody else, any gift, payment, consideration, financial or non-financial profit or gain of whatever nature, directly or indirectly in connection with the Assignment or any other existing or future agreement with Oyster Personnel, to the extent that it would be considered illegal or corrupt pursuant to any applicable laws, and

(c) request, question, demands or offer for bribery which is related to the execution of the Assignment (the "Anti-Corruption Obligation ").

2.10 Non-solicitation

2.10.1 During the term of the Assignment and during a subsequent period of 12 months, the Client will not engage in an employment agreement or any other contractual relationship with any person that was an employee or representative of Oyster Personnel at the time of the Assignment, unless it has received prior written approval from Oyster Personnel.

2.10.2 The Client immediately forfeits a penalty of €25,000 (twenty five thousand Euro) to Oyster Personnel for any breach of this clause 2.12, without any further notification being required.

3 Temporary Workers

This part of these general terms applies to the Oyster Personnel activities for Temporary Workers, in addition to the general part of these terms and conditions that was described above.

3.1 Temporary Worker

3.1.1 The Client has a project that is further described in the Assignment. The Client would like to engage specialists that can manage and perform such a project by themselves for the Client. To that extent Oyster Personnel will provide a Temporary Worker.

3.1.2 The Temporary Worker will fully independently perform the agreed activities in its own discretion and without supervision or management/guidance by Oyster Personnel and/or the Client. The Client may however provide directions and instructions on the result of the Assignment.

3.1.3 The Temporary Worker will solely perform its activities with the Client in the Netherlands, and the Temporary Worker will itself schedule its work. To the extent necessary for the proper execution of the Assignment, the Temporary Worker will consult with Oyster Personnel and/or the Client in case of co-operation with others, so as to ensure optimal performance.

3.1.4 The Temporary Worker will observe the Clients regular working hours, to the extent necessary for the due performance of the activities.

3.1.5 The Client will inform Oyster Personnel prior to the start of the (relevant part of the) Assignment on any required Client equipment including costs incurred therewith.

3.1.6 The Client indemnifies Oyster Personnel against any claims made by third parties in connection with the Assignment or any of the activities performed by the Temporary Worker.

3.1.7 The Client agrees to the Temporary Worker also working for others during the term of the Assignment.

3.1.8 Taking over Candidates

3.1.9 The Client may not directly or indirectly (e.g. through the intermediary services of a third party) enter into an employment agreement or any other contractual relation (such as but not limited to a professional services agreement or an agreement to perform work) with the Temporary Worker during the term of the Assignment and for a period of 18 months thereafter, unless Oyster Personnel has explicitly agreed so in writing.

3.1.10 If Oyster Personnel allows the Client to enter into an employment agreement with the Temporary Worker, then the Client must pay a consideration to Oyster Personnel of an amount that is based on a percentage of the Gross Annual Income, which percentage decreases (see below) with the passing of time after the start of the Assignment:

Breach in the period as of the start of the Assignment	Gross Annual Income
0 up to and including 3 months	27,5%
4 up to and including 6 months	20%
7 up to and including 12 months	15%
13 up to and including 18 months	10%
18 months and further	0% (no fee)

3.1.11 In case of a breach of this clause after termination of the Assignment, the Client forfeits a penalty to Oyster Personnel equalto 27,5% of the Gross Annual Income.

3.1.12 The Client should inform Oyster Personnel within 10 business days of any breach of this clause, together with the applicable Gross Annual Income.

3.1.13 Oyster Personnel will set the relevant Gross Annual Income on the basis of the information it has on the position as well as the labour market, if the Client fails to provide such information in time or provides such information incorrectly.

3.2 Term and termination

3.2.1 An Assignment may be entered into for a definite or indefinite period of time. The Assignment entered into for a limited period of time (including assignments entered into for a specific future event) is terminated by mere operation of law by the lapse of such period (or the occurrence of the event). The Assignment entered into for a limited period of time cannot be terminated prematurely unless termination is based on any of the grounds listed in this clause below.

3.2.2 An Assignment entered into for an indefinite period of time may only be terminated against the end of the month by a registered letter taking into account a three month notice period.

3.2.3 Any Assignment entered into for a limited period of time (including Assignments entered into for a specific future event) which is tacitly prolonged after expiry of the relevant term (or event), is deemed extended with at least one month under the same terms and conditions unless the Assignment indicates another specific extension term.

3.2.4 Each party may immediately terminate the assignment without any further written notification in any of the following situations:

a) Either Oyster Personnel, the Client or the Temporary Worker is declared bankrupt;

b) Either Oyster Personnel, the Client or the Temporary Worker is granted a (temporary) moratorium of debts

c) Either Oyster Personnel, the Client or the Temporary Worker is dissolved;

d) the Temporary Worker is placed under the guardianship of a trustee or is (conditionally or unconditionally) sentenced to imprisonment by a court ruling

e) any movable or immovable assets of the Client are being seized (either as security or by means of execution of a legal verdict)

f) the Client defaults in any obligation under the Assignment

3.2.5 Oyster Personnel is not liable for any damages if the Client terminates the Assignment.

3.3 Fee and payment

3.3.1 Oyster Personnel is entitled to a fee from the Client for its services. The amount of the fee is indicated in the Assignment. Unless explicitly agreed otherwise, the fee is calculated on the basis of the rate per hour work carried out by the Temporary Worker.

3.3.2 Any travel or other expenses of the Temporary Worker are excluded from the fee and are to be paid separately. Such travel or other expenses incurred by or presented by a (candidate) Temporary Worker with the Client or work carried out for the Client will be reimbursed to Oyster Personnel by the Client and Oyster Personnel will reimburse the (candidate) Temporary Worker.

4 Recruitment

This part of the general terms and conditions is applicable to the activities of Oyster Personnel relating to Recruitment in addition to the previous general part of the general terms and conditions

4.1 Assignment

4.1.1 Oyster Personnel will as much as reasonably possible document the relevant position with the Client through a job specification, containing for example the nature of the job, the qualifications of the preferred Candidate (including degrees and capabilities) as well as the criteria on the basis of which the Candidate will be selected.

4.1.2 Oyster Personnel will strive to present one or more Candidates. Any time indication for completion of the Assignment is just an indication and therefore non-binding. Oyster Personnel is not obliged to present a Candidate and Oyster Personnel is not liable for any damages or costs incurred by the Client if it does not present a Candidate at all or if it is late in doing so.

4.1.3 Oyster Personnel is not responsible nor liable for the information presented by the Client. Oyster Personnel assumes this information is true and complete. Oyster Personnel also assumes that the information received from the Candidate is true and complete. Oyster Personnel does not warrant so.

4.1.4 In the event that the Client rejects a Candidate introduced by Oyster Personnel and the client nevertheless enters into a contract of employment with the Candidate, regardless of whether this is for the position on which the Assignment is based, within eighteen months of the date of introduction of the Candidate by Oyster Personnel to Client, the Client is obliged to pay the full fee on which the Assignment is based.

4.2 Costs / fee

4.2.1 The fee due by the client to Oyster Personnel for the recruitment activities is based on a percentage of the Gross Annual Income of the Candidate with the Client.

4.2.2 The Client must pay to Oyster Personnel the Fee at the time it enters into any agreement with the Candidate, regardless whether it enters itself into such an agreement or through a third party.

4.3 Termination of the employment agreement

4.3.1 Oyster Personnel will search for a new Candidate under the Assignment without any additional fee or costs if the employment agreement between the Candidate and the Client is terminated within one month after its start and provided that:

a) the termination does not result from an amendment or non-performance of the employment agreement by the Client, and;

b) the essential elements of the job have not been changed, and;

c) the termination is not the result of any redundancy, reorganisation, merger or takeover, and;

d) the Client has paid all invoiced amounts to Oyster Personnel.