

This Contract is made between the Client and WTS Energy for the Provision of Manpower, Recruitment, Outsourcing or Managed Services and the Client has agreed to accept the following terms:

### **1. DEFINITIONS**

WTS Energy means WTS Energy Holding B.V. or subsidiary company as mutually agreed between the Client and WTS Energy.

The Client means the legal entity for whom the person accepting these contract terms is acting, its affiliates and subsidiaries and the officers, directors, employees, representatives and agents of any of them, individually or collectively.

### **2. THE SERVICES**

WTS Energy shall provide to the Client the Services referred to above and/or in attachments to this Contract or other related correspondence.

### **3. FEES**

The Client shall pay the fees for the Services as set out as an attachment to this Contract.

The Client agrees to pay all Fees for the Services within 30 days of the invoice date (the due date). If the Client disputes an invoice, or part of an invoice, the Client must immediately notify WTS Energy in writing. If no notification is received by the due date, the Client will be deemed to have accepted the invoice in full. Where only part of an invoice is disputed, the undisputed amount must be paid by the due date. WTS Energy reserves the right to raise interim invoices for Services provided, calculated on a pro rata basis. Fees do not include any tax, including but not limited to Value Added Tax, Goods and Services Tax, withholding taxes, turnover taxes, surcharges or duties as required by law, and if required, any such tax or duty is chargeable to the Client and payable by the Client in addition to the referenced fees. The Client shall pay the full Fees as invoiced irrespective of whether the Client is required by law to withhold any taxes or duties from the invoiced amount.

WTS Energy reserves the right to charge interest accruing daily at an annual rate of 2% on any amount remaining unpaid beyond the due date, and may withhold any or all Services until the arrears, including interest, are paid in full. WTS Energy may at its sole discretion at any time allocate payment received from the Client to satisfy other earlier invoices that remain unpaid by the Client.

### **4. INTELLECTUAL PROPERTY AND OWNERSHIP**

All patents, copyright and other intellectual property rights originating or deriving from the Services shall be deemed to be the undisputed property of the WTS Energy. All documents such as reports, advice, agreements, designs, candidate resumes, software and other documentation or material of whatsoever nature developed, made or acquired by WTS Energy during this Contract shall be the property of the WTS Energy and shall be delivered to WTS Energy on demand or in the event of termination of this Contract.

WTS Energy shall reserve the right to use the knowledge gained due to the execution of the Services for other purposes, in so far, no confidential information shall be brought to the notice of third parties when doing so.

### **5. CONFIDENTIAL INFORMATION**

Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered as confidential if the other party has indicated so or if the confidential character results from the nature of the information.

If a statutory provision or a judicial decision compels WTS Energy to convey confidential information to third parties designated by law or by the court and WTS Energy cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, WTS Energy shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

### **6. LIABILITY**

In providing the Services, information or advice, WTS Energy does not warrant the accuracy of any information or advice supplied. Except as set out hereunder, WTS Energy will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission,

error, negligence or strict liability of WTS Energy or caused by any inaccuracy in any information or advice given in any way by or on behalf of WTS Energy even if held to amount to a breach of warranty. Nevertheless, if WTS Energy breaches this Contract or the Client relies on any information or advice given by or on behalf of WTS Energy and thus suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error of WTS Energy then WTS Energy will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fees (if any) charged by WTS Energy for that service, information or advice. Notwithstanding the previous provisions, WTS Energy will not be liable for any loss of profit, loss of Contract, loss of use or any indirect or consequential loss, damage or expense sustained by any person caused by any act, omission or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of WTS Energy even if held to amount to a breach of warranty.

### **7. TERMINATION**

If the Client shall fail to make any payment or fail to carry out its responsibilities as defined hereunder, then WTS Energy may, without prejudice to its other rights and remedies, terminate the whole or any part of this Contract forthwith. If WTS Energy shall fail to provide its Services as defined herein, (but excluding force majeure) then the Client shall have the right to terminate this Contract forthwith.

### **8. GOVERNING LAW AND JURISDICTION**

This Contract and any dispute or claim between any member of WTS Energy and the Client arising from or about it, or the Services provided hereunder, will be governed by Dutch law. WTS Energy and the Client agree that the Dutch courts will have exclusive jurisdiction over any dispute or claim arising from or about this Contract or the Services provided hereunder, except in cases of debt collection proceedings against the Client. In this case WTS has the right to choose another competent jurisdiction.

### **9. FORCE MAJEURE**

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out herein shall give rise to any claim against such party or be deemed to be a breach of this agreement to the extent that such failure or omission arises from causes reasonably beyond the control of such party.

### **10. SAFETY**

In case a WTS Energy contractor is assigned to the Client, the Client is responsible for ensuring compliance with all legal requirements in respect to health and safety at work.

In the event of an accident or other work-related injury being suffered by a WTS Energy consultant, the Client shall provide WTS Energy with a full report of such accident/injury which will contain an explanation of the reasons why the accident/injury occurred. Said report will provide the reader with sufficient information to determine with reasonable certainty whether the accident/injury did occur because insufficient measures had been taken to prevent said accident/injury. Where it can be established that the Client has failed to comply with the obligations contained in sub paragraph 1 of this article, the Client is liable to compensate the consultant for any and all damage suffered as a result of said accident/injury during the performance of his/her duties.

Client shall indemnify WTS Energy against all liability claims for negligence because of non-compliance with obligations stipulated in sub paragraph 2, without prejudice to the rights of WTS Energy to any further claim for redress from Client.

### **11. VARIATIONS**

This Contract constitutes the entire agreement between the parties. Variations to this Contract may be made only when presented in writing and will only be considered valid when signed by both parties after the date of signature of this Contract.

### **12. ENTIRE CONTRACT**

The parties agree that this Contract constitutes the entire agreement between them and supersedes all previous drafts, agreements, arrangements and understandings between them, whether oral or written.