

## **CTCM General Conditions**

Clinical Trial Center Maastricht B.V. (Chamber of Commerce No 14063808) and its related subsidiaries (hereinafter referred to jointly and separately as “CTCM”), have drawn up the following terms and conditions (hereinafter the “General Conditions”), which consist of a number of articles.

### **Article 1 – Definitions**

- 1.1 For the purposes of these General Conditions, the following definitions apply:
- a. **Secondment Agreement:** a written document in which the commitments with regard to the agreement on the provision of labour between CTCM, the Client and the Secondee are set down, and on the basis of which the Secondee, on behalf of the Client through the intermediary of CTCM, will perform work activities and in which the duration of such provision will be set down or estimated as accurately as possible;
  - b. **Secondee:** the employee employed by CTCM or one of its subsidiaries and who is made available to the Client in that capacity to perform work activities under the direction and supervision of the Client.
  - c. **Assignment:** the agreement between CTCM and a Client on the basis of which CTCM undertakes – against payment of the price agreed upon by the Client – to perform an assignment other than the provision of labour.
  - d. **Client:** any natural person, legal entity or partnership which gives CTCM the order to perform an assignment and/or provide labour and enters into an agreement with CTCM for this purpose.
  - e. **Rate:** the amount per unit of time, set by CTCM, that the Client pays CTCM for the Secondee's services;
  - f. **Provision of labour:** the provision of labour to be carried out in favour of the Client under its direction and supervision.

### **Article 2 – Scope of General Conditions/general provisions**

- 2.1 The comments in the introduction are an integral part of these General Conditions.
- 2.2 These General Conditions apply to all offers, services, tenders, searches, assignments and any other agreements by and with CTCM, as well as negotiations on such subjects with CTCM.
- 2.3 Unless CTCM expressly stipulates otherwise, an agreement between CTCM and the Client will be in effect no earlier than the signature by or on behalf of the Client of the tender, drawn up and signed by a representative designated by CTCM, or the signature by or on behalf of the Client of the Secondment Agreement, drawn up by CTCM and signed by a designated representative. The Assignment or agreement for the provision of labour will be considered to be in effect if the Client has (still) not signed the tender and/or Secondment Agreement if the behaviour of the Client – or from the behaviour of the Secondee, in the case of an agreement for the provision of labour - shows that the agreement is in fact being performed.
- 2.4 The tenders drawn up by CTCM are without obligation; they are valid for 30 (thirty) days, unless otherwise specified. CTCM is only bound by those tenders which the Client signs within the aforementioned 30 (thirty) days, unless otherwise specified.
- 2.5 If the acceptance (even of minor items) deviates from the offer included in the tender, CTCM shall not be bound by it. In such a case, the agreement shall not come into effect in accordance with this deviating acceptance, unless CTCM indicates otherwise.
- 2.6 Should there be a printing and/or writing error in the tender, CTCM shall never be obliged to fulfil the agreement corresponding to the tender that contains the error.

- 2.7 Other oral or written commitments and/or requests made by CTCM shall not be binding to CTCM. No rights against CTCM may be derived by the Client by way of any other types of documents that are associated with tenders issued by CTCM – including but not limited to catalogues, brochures, price lists and webpages.
- 2.8 Offers or tenders shall not automatically apply to future assignments.
- 2.9 The applicability of any of the Client's purchasing or other conditions is expressly excluded.
- 2.10 CTCM shall only be bound to deviations from or additions to these General Conditions if such deviations or additions have been agreed to in writing and without reservation with the Client. Such deviations or additions shall be valid only once, under the agreement on which they are based.
- 2.11 If a tender requested by the Client is not accepted by the Client, CTCM shall be entitled to charge the Client for the expenses associated with this tender.
- 2.12 Should the signed tender or Secondment Agreement contain provisions that deviate from these General Conditions, the provisions of the tender or Secondment Agreement shall prevail.
- 2.13 If at any time CTCM does not (immediately) exercise its rights under the General Conditions and/or the agreement with the Client, this shall not affect its right and ability to do so in the future for reasons of its own.
- 2.14 If any provision of these General Conditions should prove to be invalid, the remaining provisions of said General Conditions shall remain in full force. Moreover, the invalid provision shall be interpreted as a provision that is as close as possible to the intent of the original.
- 2.15 If and when the Client agrees to the applicability of these General Conditions with CTCM, the Client shall be deemed to have agreed in subsequent negotiations and agreements to the applicability of these General Conditions.
- 2.16 The Client is obliged to provide CTCM in a timely manner with (additional) information which may reasonably be connected to the proper performance of the agreement and that may be of importance.
- 2.17 The Client is obliged to ensure that (the employees of) CTCM working under the agreement, if and insofar as the performance of the work activities are judged necessary by CTCM, shall be provided with adequate facilities, including a workstation, a PC with sufficient backup and virus protection, and Internet facilities as well as a healthy working environment.
- 2.18 The Client hereby declares that it expressly agrees to the transmission of electronic communications and the examination of (general) conditions electronically. The Client is aware that the use of electronic communication such as e-mail entails risks such as distortion, delays and viruses. The Client declares that CTCM will not be held liable for any damage resulting from such use. Both parties shall do all that may be reasonably expected of them to prevent such risks from occurring.

### **Article 3 – Assignments other than the provision of labour**

- 3.1 Assignments other than the provision of labour shall include:
- ✓ archiving;
  - ✓ monitoring;
  - ✓ contract and budget management;
  - ✓ project management;
  - ✓ data management;
  - ✓ risk counselling;
  - ✓ auditing;
  - ✓ MUMC+ Quality System;
  - ✓ MUMC+ helpdesk;
  - ✓ quality guidance;
  - ✓ approval procedure;
  - ✓ MUMC+ approval assistance;
  - ✓ training and courses.

- 3.4 CTCM shall perform the Assignments in a manner that befits a reasonably acting contractor. A best effort shall be made at all times, unless the nature of the agreement expressly calls for a specific result. By accepting the Assignment, CTCM undertakes to do no more than endeavour to carry out the assigned work activities with a result that is useful to the client.
- 3.5 The Client is responsible and shall continue to bear the ultimate responsibility for all submissions to be carried out by CTCM to the various authorities, including applications and forms. The Client is and shall continue to be responsible for all pharmacovigilance tasks, as detailed in the signed tender or additional documents agreed upon by the parties.
- 3.6 CTCM shall make an effort to perform the Assignment within the time period - regarded as indicative - set in consultation with the Client in the Assignment Confirmation. CTCM shall not be considered to be in default by the mere expiry of said time period.
- 3.7 CTCM shall determine the manner in which the Assignment shall be performed as well as the employee who shall perform it. If an employee(s) is/are mentioned by name in the signed tender, CTCM shall make an effort to ensure that the employee(s) in question will be available during the term of the Assignment to perform the work activities. However, at any time, CTCM is entitled to replace such employee(s) after consultation with the Client.
- 3.8 CTCM shall perform no additional work unless there is a prior (written) assignment given by the Client. The expenses for the additional work shall be charged to the Client. The lack of a written assignment shall not prejudice the entitlement to compensation for additional work.
- 3.9 If and insofar as the performance of the agreement so requires, CTCM has the right to have work activities carried out by third parties.
- 3.10 The Client shall ensure that all information which CTCM indicates is necessary, or which the Client reasonably understands is necessary for the performance of the Assignment, will be provided to CTCM in a timely manner, failing which CTCM has the right to suspend performance of the Assignment and/or to charge the expenses resulting from the delay to the Client at the usual rates.
- 3.11 In addition to the applicable provisions in Article 6 of these General Conditions with regard to liability, CTCM is not liable for damages of any kind due to CTCM's use of incorrect and/or incomplete information provided by the Client.
- 3.12 If the performance of the Assignment is cancelled by the Client before the agreed start date, the Client shall owe 30% of the agreed total amount due if it cancels one month before the start date, and 50% of the agreed total amount due if it cancels less than one month before the start date. If no total amount has been agreed upon, CTCM shall make an estimate of the reasonable amounts to be charged for the Assignment. Should a cancellation occur, the expenses already incurred by CTCM in preparation for the Assignment, including the drafting of the tender, shall be charged to the Client.

#### **Article 4 – Provision of labour**

- 4.1 The agreement on the provision of labour shall be entered into between the Client and CTCM and/or one of its subsidiaries. There shall be no employment agreement between the Seconded and the Client.
- 4.2 The duration, rate and any other conditions of the provision of labour and the required information about the Seconded shall be agreed upon and set down in the Secondment Agreement, unless otherwise stipulated by CTCM.
- 4.3 CTCM is free to effect any increase in wages or other employment conditions arising from the collective agreement in the sector that the Seconded works in, by passing them on to the Client and increasing rates accordingly. CTCM also has the right to increase the rate in the event of amended legislation, changes in pension obligations and/or changes in social security contributions.
- 4.4 The Seconded, made available to the Client by CTCM, shall perform the work activities under the direction, supervision and responsibility of the Client. As such, the Client shall exercise the

- same due care as it would for its own employees. As the formal employer, CTCM has no oversight of the workstation and the work activities to be performed.
- 4.5 The Client shall be regarded as the employer of the Secondee within the meaning of the Working Conditions Act and the associated laws and regulations. The Client undertakes to have the Secondee perform the work activities in compliance with the requirements of these laws and regulations and to take such measures and give the Secondee such directions and instructions as are reasonably necessary to prevent the Secondee from suffering injury in the performance of the work activities.
- 4.6 Except under mandatory legal provisions, CTCM is not liable for any damages of any nature whatsoever, direct or indirect, caused by the Secondee to property and/or persons of or from the Client and/or a third party, which causes injury as a result of, among other things: (i) the provision of labour, even if it appears that the Secondee does not meet the requirements set by the Client, (ii) unilateral termination of the employment agreement by the Secondee, (iii) an act or omission of the Secondee.
- 4.7 CTCM shall exclude any liability towards the Client for any damage, expressly including personal injury and financial loss, for any reason whatsoever and in the broadest sense of the word, which the Secondee or his/her legal successors, such as relatives or insurance companies, suffer, for which the Client is held liable and any damage suffered in the performance of the work activities, while commuting and/or during transport considered equivalent to transport under an employment agreement.
- 4.8 The above paragraph of this article also applies if the Client allows or wishes to allow the Secondee to perform work activities abroad. In this case, the Client is obliged to take out adequate insurance cover. Article 4.14 also applies in full in such a case.
- 4.9 The Client shall indemnify CTCM from any possible claims by third parties, expressly including staff of the Client, customers of the Client, the Secondee and his/her legal successors, such as relatives or insurers, with respect to alleged damage, for any reason whatsoever, in the broadest sense of the word, arising from or in connection with the agreement for the provision of labour. The Client shall reimburse CTCM for any damages and/or expenses related to such claims, including any attorney/legal fees.
- 4.10 CTCM shall bear no liability for obligations entered into by the Secondee which bind the Client or third parties.
- 4.11 Articles 4.8 through 4.12 shall apply in addition to the liability regime as stipulated in Article 6 of these General Conditions.
- 4.12 The Client is prohibited from employing a Secondee outside of the Netherlands, requesting otherwise, or requiring travel to a location outside the Netherlands in connection with the work activities, except with the prior written consent of CTCM.
- 4.13 The Client must return the Secondee to CTCM in the Netherlands at the first request with immediate effect.
- 4.14 In addition to the provisions of Article 8 of these General Conditions on termination and dissolution, the following shall apply to the agreement for the provision of labour:
- regardless of the reason for the termination and/or dissolution, the Client should inform the Secondee of the termination of the agreement for the provision of labour without delay;
  - if the termination is the result of the Secondee's individual circumstances, CTCM shall endeavour if required to nominate a replacement, and if CTCM nominates a replacement, a new agreement for the provision of labour shall be created;
  - if the duration of the agreement for the provision of labour is made conditional on a certain future event, or the end of a particular project, or if the Client wishes to end the agreement for the provision of labour within any agreed upon trial period, the Client is obliged to immediately inform CTCM in writing as soon as the end date is known, but no later than within five working days. In the absence of notice being given in a timely manner, the Client shall be liable for any resulting direct or indirect damage suffered by CTCM.

- 4.15 The Client and its related subsidiaries are not permitted, for the duration of the agreement for the provision of labour, including the time between the moment the agreement is made and the commencement of the work activities by the Seconded, to enter into an employment agreement with the Seconded or to have him/her perform work on the basis of a different agreement, regardless of the nature, name or content of the work function. Should the Client violate the provisions of this paragraph, an immediately payable, non-negotiable penalty shall be charged for the amount of six months of gross salary, with a minimum of €15,000. This provision allows for the possibility of CTCM to claim damages.
- 4.16 Only under the condition of payment of reasonable compensation to CTCM shall the Client and its related subsidiaries be permitted to enter into an employment agreement with the Seconded within twelve months after the end of the agreement with the Seconded, on the basis of a different agreement, to perform work activities, regardless of the nature, name or content of the work function. The amount of the compensation shall depend on the duration of the agreement on the provision of labour and the number of hours worked. The compensation between CTCM and the Client must be a reasonable amount as stipulated in Article 9a para 2 of the Placement of Personnel by Intermediaries Act.
- 4.17 The invoices sent by CTCM to the Client shall be based on completed timesheets approved by the Client. The Client is responsible for the accurate, timely and full completion of the timesheets. In the event of a discrepancy between the timesheets kept by the CTCM and those kept by the Client, the timesheets kept by CTCM shall prevail unless the Client proves otherwise by return of post to the satisfaction of CTCM.
- 4.18 If the Client does not comply with the provisions of Article 4.19, CTCM shall invoice the Client on the basis of the facts and circumstances known to CTCM.
- 4.19 Rate changes resulting from changes to applicable laws and regulations and/or collective agreements, separately from annual price changes based on the CBS index and as from the date of said changes, shall be passed on to the Client without any need for the agreement to be adjusted.

#### **Article 5 – Price and payment**

- 5.1 The prices charged by CTCM are always exclusive of VAT and other government levies and one-off expenses (including travel expenses and expenses involving third parties). These prices are fixed and binding, unless CTCM expressly agrees otherwise in writing. At any time, CTCM is entitled to adjust the prices due to any subsequent changes in circumstances that affect (or may affect) a price.
- 5.2 A composite quotation shall not oblige CTCM to perform part of the Assignment or the agreement for the provision of labour for a corresponding part of the price.
- 5.3 Unless otherwise agreed in writing, CTCM shall issue its invoices monthly. Only direct payments to the company designated by CTCM in the signed tender or agreement on the provision of labour shall be considered as discharged. The Client is required to pay in euros within a period of thirty (30) days. The Client shall automatically be considered to be in default by the mere expiry of the pay period. In this case, all of the amounts owed to CTCM by the Client shall be immediately due and payable in full, subject to the other rights retained by CTCM. All legal and extralegal expenses incurred by CTCM in settling its claim shall be borne by the Client.
- 5.4 CTCM is entitled at all times to make a request for - in the judgment of CTCM - an adequate security. If the Client does not provide this security in a timely manner, CTCM is entitled to cease the provision of its services and dissolve the agreement after written notice. CTCM shall never be held liable for damages in this situation.
- 5.5 Unexpected complaints from the Client about the performance of the agreement by CTCM shall suspend the obligation of payment to the Client as specified in Article 5.3.
- 5.6 Complaints made by the Client concerning the accuracy of the invoices must be submitted to CTCM by the Client within 30 days after the invoice date, failing which the right to appeal a shortcoming and/or complaint in such a matter shall lapse.

- 5.7 The Client shall never be entitled to suspend its payment obligations or settle amounts it owes to CTCM with any amounts owed to it by CTCM or its related subsidiaries. Payment of the amount owed to CTCM must always be made without a deduction and/or discount.
- 5.8 CTCM and its related subsidiaries are entitled at any time to settle what it is owed with amounts CTCM owes to the Client or one of its related subsidiaries.
- 5.9 In the event of an absent or untimely payment by the Client, an application for suspension of payment, bankruptcy, liquidation, cessation of business or change of control of the Client's business and/or seizure of the property and/or claims of the Client takes place, all claims CTCM has on the Client shall be due immediately. The Client is required to inform CTCM immediately if any of the above situations should occur.

#### **Article 6 – Liability**

- 6.1 The Client shall be liable for all damages of any nature whatsoever which are inflicted by the Client, its employees or its independent contractors on persons employed by CTCM and/or property of CTCM.
- 6.2 CTCM shall never be liable for damages and expenses to the Client, its employees or its independent contractors for any reason whatsoever.
- 6.3 Notwithstanding the provisions of Articles 6.1 and 6.2, if CTCM is liable, this liability shall be limited to what is mentioned in the following subsection, except in the case of wilful misconduct or gross negligence on the part of the management of CTCM.
- 6.4 CTCM's liability for indirect damage, including specifically but not limited to trading losses, lost profits, loss due to business interruption, consequential loss and other forms of indirect financial damage, in the broadest sense, is expressly excluded.
- 6.5 Notwithstanding the provisions of Articles 6.1 through 6.4, if and insofar as CTCM is in any way held liable by the competent court for damages resulting from the performance of the contract, said liability shall be limited in all cases to the amount stipulated for this purpose under the liability insurance policy taken out by CTCM plus the excess of the relevant policy and, in the absence of compensation from the aforementioned insurance, up to a maximum equal to the agreement amount charged by CTCM, excluding VAT (net invoice value), during the previous year, minus any third party charges or expenses. In any case, any liability shall be limited to an amount of €10,000 per event or series of events. If CTCM invokes limitations of liability under these General Conditions or other conditions, CTCM shall only be entitled to make a choice within said conditions.
- 6.6 Except in cases of wilful misconduct or gross negligence on the part of the management of CTCM, the Client shall indemnify CTCM and hold CTCM harmless from all possible claims by third parties in connection with the performance of the agreement between the Client and CTCM; this indemnification shall also extend to all internal and external expenses, including attorney fees.
- 6.7 Under penalty of lapsing, claims must be submitted to CTCM in writing by registered post within 12 months after the performance of the assignment during which the damage occurred.
- 6.8 The Client guarantees that in the event that shortcomings are found, it will always take measures to prevent/limit further damage in consultation with CTCM.
- 6.9 The Client shall guarantee the provisions set down in these conditions by CTCM by way of third-party clauses in its agreements with third parties, whereby actual or legal use will be made of the work activities, services and/or movable goods supplied by CTCM.

#### **Article 7 – Intellectual property rights**

- 7.1 CTCM reserves all intellectual property rights relating to products of the mind which it and/or the Seconded uses or has used and/or develops and/or has developed in connection with the performance of the Assignment or the agreement on the provision of labour.
- 7.2 More specifically, all (digital) documents provided and/or made available to the other party by CTCM - including drawings, designs, sketches, specifications, calculations, descriptions,

models, software programs and promotional material - shall remain the property of CTCM at all times. Except if and insofar as expressly agreed in writing, CTCM shall grant no (sub)licenses for the provided software (packages)/digital databases to the Client.

- 7.3 The aforementioned (digital) documents may not be made available by the Client and/or be provided to third parties without the prior written consent of CTCM.

#### **Article 8 – Force majeure/nonfulfillment/end of agreement**

- 8.1 In the event of force majeure, including but not limited to war, strikes by employees or contracting third parties of CTCM, flood, fire, acts of war, import and export restrictions, government measures, power failures and other situations that would prevent CTCM from performing its agreement due to circumstances beyond its control, CTCM is entitled either to suspend the performance of the agreement or to (fully or partially) dissolve the agreement. In this case, CTCM shall never be obliged to pay the Client any compensation.
- 8.2 If the Customer does not comply with any obligation of the agreement in a timely or proper manner, or if there is a good reason to expect that the Client will be unable to fulfil its obligations under the agreement, or in the event of bankruptcy, receivership, dissolution, liquidation or cessation of the Client's business and/or illiquidity of the Client or a change of control of the Client's business, CTCM is entitled to suspend or terminate in whole or in part the performance of the agreement without notice and without judicial intervention and without prejudice to any other future rights belonging to CTCM in whole or in part. CTCM is therefore not liable to pay any compensation for damages that the Client may suffer as a result of this total/partial suspension/dissolution.
- 8.3 Except as provided for in the preceding paragraphs, in which the agreement may be terminated by CTCM, an Assignment or agreement on the provision of labour shall end with the completion thereof, or at a certain point in time expressly stipulated by the parties. Unless otherwise agreed, CTCM and the Client may also prematurely terminate an Assignment or agreement for the provision of labour with a notice period of one month. Termination must be effected by registered letter. The date on which the registered letter is sent shall serve as the start date of the notice period. Different notice periods may apply for the Assignment and the agreement on the provision of labour.
- 8.4 Termination of the Assignment or agreement on the provision of labour by CTCM on the basis of the previous paragraph shall not affect its ability to recover compensation for the damage it suffers as a consequence. CTCM shall never be liable for any direct or indirect damage that the Client may suffer as a result of the termination.

#### **Article 9 – Confidentiality**

- 9.1 All information in the broadest sense of the word which is provided to the Client by CTCM as part of the Assignment, agreement on the provision of labour and/or negotiations to that end, is strictly personal and confidential. The Client is required to observe the highest degree of confidentiality regarding such information. In addition, the Client is required to maintain confidentiality regarding confidential information belonging to CTCM which may otherwise become available to the Client. This information is deemed confidential if this results from the nature of the information. The Client is also obliged to take all necessary measures and actions in order to prevent the disclosure of confidential information to a third party.
- 9.2 If no agreement is made after negotiations have taken place, or in the event that an agreement is terminated, the Client is obliged, at the first request made by CTCM, to return all information and data carriers to CTCM and to destroy all copies made immediately.
- 9.3 The Client is obliged to comply with the Personal Data Protection Act the related laws and regulations with regard to CTCM, within the framework of the personal information provided in connection with its services.

- 9.4 The abovementioned obligations shall apply on penalty of an immediately payable and non-negotiable fine of €20,000 per infringement, without prejudice to the right of CTCM to claim for the actual damages suffered and/or exercise its remaining rights.
- 9.5 Article 9.1 shall not apply if the Client, on the basis of a statutory provision or a court order, is obliged to provide confidential information by law or by a court designated third party, and the Client is unable to avail itself in this regard of a legally defined privilege or one recognised or granted by the competent judge.

#### **Article 10 – Final provisions**

- 10.1 Dutch law shall apply to all agreements entered into with CTCM, of which these General Conditions are a complete or partial component. The parties are deemed to have elected domicile in Maastricht.
- 10.2 All disputes arising from Assignments or from these General Conditions shall be brought before the Limburg court, Maastricht location, to the exclusion of any other court.
- 10.3 CTCM has the right to amend the General Conditions. The Client is deemed to have accepted any amendment made to the General Conditions if it does not oppose the amendments within five working days of notification of the amendments by CTCM.
- 10.4 The most recent version of these General Conditions may be found on the CTCM website ([www.ctcm.nl](http://www.ctcm.nl)).