

Purchase conditions for the Rabobank Group set by the Coöperatieve Rabobank U.A. established in Amsterdam, whose business addresses include Croeselaan 18, 3521 CB Utrecht, registered at the Chamber of Commerce under number 30046259. Filed with the Chamber of Commerce on December 19, 2017

1 GENERAL PROVISIONS

1.1 The agreement

1.1.1 These purchase conditions shall apply at all times to all requests for proposals, legal acts and/or orders (or assignments) relating to the purchase of the items and proprietary rights described in these purchase conditions (hereafter also referred to as 'goods') and services by a Rabobank Group entity (hereafter: 'Rabobank'). The provisions of the agreement in which these purchase conditions are declared applicable shall rank above the provisions of these purchase conditions.

1.1.2 Delivery conditions and/or other (general) conditions of the undersigned shall not apply to the agreement.

Amendments to the agreement shall only be valid if the parties agreed to them in writing.

1.1.3 Legal acts and agreements shall be solely governed by Dutch law with the express exclusion of the rules of private international law, including the UN Convention on Contracts for the International Sales of Goods (CISG).

In the event of a dispute, the sole competent court shall be the one in Utrecht.

1.2 Definitions

Agreement: The order (or commission) and these purchase conditions shall be jointly designated as the 'agreement'

GDPR: General Data Protection Regulation, including any implementation act(s) related to the GDPR (and until May 28 2018, the "Wet Bescherming Persoonsgegevens")

Goods: hardware and/or software and/or the results of services

Employee: Staff member of a party with an employment contract, as well as third parties engaged by a party hereto and their staff or hired third parties.

Rabobank Group: the Coöperatieve Rabobank U.A. and all institutions affiliated to it. An affiliated institution is a legal body, in which the Coöperatieve Rabobank U.A., either directly or indirectly owns fifty percent or more of the issued share capital or over which the Coöperatieve Rabobank U.A., either directly or indirectly, exercises effective control.

1.3 Rabobank Group

1.3.1 The goods and services that are the subject of the agreement may also be intended for other divisions of the Rabobank Group. Unless otherwise agreed, contacts between the Supplier and these divisions of the Rabobank Group in connection with the agreement shall be conducted via the contact person named in the agreement.

1.3.2 Rabobank is entitled to transfer the agreement or the rights and obligations resulting from the agreement to another entity within Rabobank Group, without prior permission of Supplier. Such permission is also not required if the competent Resolution Authority as defined in chapter 3a of the Dutch Financial Supervision Act (Wet op het financieel toezicht) decides to transfer this agreement or the rights and obligations resulting from his agreement to a party outside Rabobank Group.

1.4 Prices, tariffs, invoicing and payments

1.4.1 When pricing his services, the Supplier shall ensure that their price-performance relationship is in line with the market.

'Prices' shall be deemed to mean all one-off amounts owed in respect of the purchasing of goods. 'Tariffs' shall be deemed to mean all amounts owed (periodically) in connection with the provision of services.

1.4.2 Should the Supplier quote prices or tariffs vis-à-vis third parties in similar situations (in respect of size of the order and type of customer and under similar conditions) that inclusive of the discounts granted are lower than the prices or tariffs applying between the Supplier and Rabobank then these lower prices or tariffs shall apply for Rabobank too from the time when this discrepancy was identified.

1.4.3 An increase of the tariffs is only possible after mutual agreement.

1.4.4 Invoicing shall be carried out in the way specified in the agreement.

1.4.5 Outstanding invoices are to be paid not later than 30 days after receipt of the invoice.

If Rabobank has not paid the invoice or not paid it in full within this 30-calendar day period then the Supplier shall inform Rabobank of this in writing not later than 7 calendar days after this deadline. If Rabobank owes the Supplier compensation as the result of delayed payment of an invoice then this compensation shall not exceed the statutory interest referred to in Article 6:119 of the Netherlands Civil Code.

1.5 Duration and termination

1.5.1 The agreement shall come into force as soon as both parties have signed it and shall be entered into for the period stated in the agreement.

In the case of premature cancellation, the actual costs up to the expiry date of the cancelled agreement shall be invoiced for. At the request of Rabobank Supplier shall provide insight in these costs. Rabobank shall not be liable for any further costs or losses.

1.5.2 Each party shall be authorised to either wholly or partially dissolve this agreement without prior legal intervention, if the other party fails to comply with its obligations under this agreement, unless the failure, in view of its special nature or limited significance, does not justify this dissolution and its consequences; Insofar the non-compliance is not permanent, the right to terminate does not arise until compliance with the obligations remains forthcoming after the expiration of a reasonable term specified in a written final notice.

1.5.3 Either party is entitled to dissolve the agreement in whole or part with immediate effect without further notice of default being required and without prior judicial intervention should:

- the other party apply for suspension of payments;
- the other party be declared bankrupt;
- the other party be a legal entity that is dissolved;

1.5.4 Rabobank shall be entitled to dissolve the agreement in whole or part with immediate effect without further notice of default being required and without prior judicial intervention

should the Supplier give presents or provide services to Rabobank staff or to third parties deployed by Rabobank with an obvious view to incite them to act in violation of their duty to do or not do something.

1.5.5 Rabobank shall be authorised to either wholly or partially dissolve this agreement starting immediately, without further notice and without prior legal intervention, if shares in or parts of the control over Supplier's company are transferred to a third party.

1.5.6 The cancellation or dissolution shall be effected by registered letter.

1.5.7 The termination or dissolution of the agreement shall not release the parties from their obligations under it, which obligations shall continue according to their nature.

1.6 Subcontracting

Supplier is authorised to subcontract only if prior written consent is obtained from Rabobank. Rabobank will not withhold such consent on unreasonable grounds, but may attach reasonable conditions to its consent. With regard to approved subcontractors, Supplier bears full responsibility for proper performance of the obligations under the agreement.

Where Supplier subcontracts (parts of) its obligations, with the consent of Rabobank, it shall do so only by way of a written agreement with the engaged third party which imposes the same obligations on that third party as are imposed on Supplier under this agreement. A list of approved subcontractors is added to the agreement.

1.7 Work on Rabobank premises

The conditions of the article 1.7 shall apply if employees of Supplier during the performance of the agreement have access to (i) locations of Rabobank Group or customers or other suppliers thereof, or (ii) systems that are used to process personal data, confidential data or price sensitive information of Rabobank Group or its relations.

1.7.1 Supplier shall make every effort to make sure that the services are provided by reliable employees that possess the required training, knowledge and experience.

Supplier shall not use an employee, if he knows or has reasons to suspect that this employee is insufficiently reliable for holding a position in the Rabobank Group. Rabobank shall screen the employee with regard to his reliability. Supplier shall fully cooperate in the relevant procedures regarding screening applicable within the Rabobank Group and guarantees that the employee offered has given his permission and shall cooperate in the screening.

Supplier shall not make use an employee if the employee fills additional functions that may lead to (the appearance of) a conflict of interest with tasks and responsibilities that are related to the activities for the Rabobank Group. Supplier shall ensure that the employee shall at all times report relevant additional functions to his/her contact person within the Rabobank Group.

1.7.2 Supplier shall make every effort to make sure that the employees have all required permits to perform the Services for Rabobank. If requested, Supplier shall provide all relevant information to Rabobank. Supplier shall fully compensate to Rabobank all damages (including penalties) that arise from a failure to obtain such permits.

1.7.3 The Supplier shall ensure that the company rules and rules of conduct that apply at the location where work is being performed are known by and strictly observed by its employees.

Rabobank shall provide copies of these company rules and rules of conduct to the Supplier before the work commences.

1.7.4 If in Rabobank's opinion an employee of Supplier is inadequate then Rabobank shall consult with the Supplier on this. At the request of Rabobank, the Supplier shall replace this employee as quickly as possible.

1.7.5 The Supplier shall inform the responsible Rabobank officer of the arrival of employees at a Rabobank location. The Supplier shall ensure that these employees can provide an identification document specified in the Compulsory Identification Act and a document that shows that he/she is employed by or on behalf of the Supplier.

Rabobank shall be entitled to deny admittance to any person.

If an employee who regularly visits Rabobank locations should no longer be employed by or on behalf of the Supplier for whatever reason then the Supplier shall inform the responsible Rabobank officer of this in writing. In case of dismissal on the spot or when Supplier expects problems otherwise, Supplier shall report this without delay.

1.7.6 If and in so far as the execution of the agreement may cause any nuisance or loss/damage at a Rabobank location then the Supplier shall notify Rabobank of this beforehand.

The Supplier shall then perform his work with due observance of the instructions issued by Rabobank.

1.8 Performance of Work

1.8.1 While performing the work, Supplier is fully independent. Supplier is responsible for daily management and supervision on the work. Rabobank remains entitled to give instructions about the result of the work.

1.8.2 Rabobank agrees that Supplier is free to perform services for other customers.

1.8.3 Should Supplier anticipate that Supplier is unable to (fully or timely) perform its obligations from the agreement, Supplier shall immediately inform Rabobank. Thereafter parties will consult.

1.8.4 Employees involved in the work are not personally selected by Rabobank. If the agreement specifies the use of certain employees, Supplier shall ensure that these employees are available to perform the work.

1.9 Confidentiality and processing of personal data

1.9.1 Both parties recognise that the nature of the information they receive within the scope of the execution of this agreement is strictly confidential.

Confidential information is understood to mean: the content of this agreement as well as all data and information (including computer software) provided within the scope of this agreement, as well as data and information derived from processing confidential information received. Personal Data (defined in article 1.9.4 and information regarding business relations of the Rabobank Group is always confidential information.

1.9.2 Parties shall in no manner whatsoever, directly or indirectly, orally or in writing or otherwise, reveal confidential information to third parties, other than after prior written permission of other party.

1.9.3 With regard to any confidential information from a party that - in whatever form or on whatever data carrier whatsoever - is held by or has been provided to the other party, the receiving party shall be obliged:

- a) to observe all statutory required or appropriate technical, physical and organisational measures for safe processing,

- keeping or storage. These measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the confidential information to be protected;
- b) to process the information in accordance with the specific security requirements described in the agreement;
 - c) to use the confidential information only for the performance of this agreement, and only on instructions from the disclosing party;
 - d) not to process the confidential information any longer than is reasonably necessary for the performance of the agreed obligations and to return the confidential information, including information derived from the confidential information and copies made, to the disclosing party immediately after full compliance with the said obligations or, after permission has been granted, to destroy the confidential information, unless that party is required by law to retain the confidential information, in accordance with the arrangements in the agreement
 - e) to notify the disclosing party without undue delay, or at least within 48 hours after discovery, about any security incident (which includes unauthorized use of confidential information or any data breach as defined in the GDPR). In the event of a security incident, the receiving party is obliged to (i) take as soon as possible all necessary actions to rectify the security, (ii) keep the disclosing party informed about the situation, (iii) provide to the disclosing party immediately all requested information and assistance required to settle the incident and (iv) provide all necessary assistance to the disclosing party to comply with the statutory obligation to report data breaches.
 - f) to promptly notify the disclosing party about any legally binding request for disclosure of the confidential data by a competent authority or the start of a procedure to get access to confidential information by a competent authority, unless such notification is prohibited;
 - g) to promptly notify the disclosing party if a data subject starts the procedure mentioned in article 79 GDPR;
 - h) to cooperate in the exercise of supervision by or on behalf of the disclosing party of storage and usage of confidential information.
 - i) Unless explicitly agreed otherwise, the disclosing party remains entitled to the confidential information and owner of the data carriers.

1.9.4 In addition to articles 1.9.1, 1.9.2 and 1.9.3, the following arrangements shall apply for processing of personal data as defined in the GDPR.

- a) If and insofar personal data is processed on behalf of Rabobank or parts of the Rabobank Group within the scope of this agreement, this agreement shall also apply as a data processing agreement as specified in the GDPR. The agreement contains specific arrangements, and shall also specify whether Supplier can be considered to be a processor as defined in the GDPR;
- b) Supplier shall process personal data in a proper and careful manner and in accordance with the GDPR;
- c) Processing of personal data shall exclusively take place for the proper performance of this agreement, and in accordance with the written instructions of Rabobank;
- d) Supplier shall process the personal data on the locations listed in the agreement;
- e) Supplier shall neither directly nor indirectly process the personal data in countries outside of the European Union. This includes the access to personal data from outside the European Union for processing, support or maintenance purposes. If

- however Supplier wishes to either directly or indirectly process the personal data outside of the European Union the Supplier needs prior written permission from Rabobank to do so. Rabobank is entitled, without explanation, to withhold such permission or to grant permission under conditions related to security and/or export requirements of data protection law or bank supervision law, or under the condition that a separate data transfer agreement is executed between parties and (where applicable) related other parties;
- f) Supplier shall promptly notify Rabobank if in its opinion, an instruction from Rabobank infringes the GDPR or other relevant data protection provisions;
- g) Supplier shall fully cooperate with Rabobank to ensure that Rabobank can comply with its obligations resulting from article 12 through 22 of the GDPR, such as, but not limited to, (i) the right to be provided information about processing of personal data, (ii) the right of access by the data subject, (iii) the right to rectification and erasure of personal data, and (v) the right to data portability. Supplier shall also enable Rabobank to comply with the provisions of article 32 through 36 of the GDPR;
- h) Supplier shall provide all necessary information to enable Rabobank to demonstrate that parties comply with the provisions of article 1.9 and 1.6 and shall cooperate with audits and onsite inspections to establish this, performed by Rabobank or an independent expert; and
- i) Supplier shall indemnify Rabobank in respect of all claims, proceedings or actions (including penalties from competent supervisors) brought by another party caused by or attributable to Supplier's breach of this clause 1.9 and Supplier's own obligations resulting from the GDPR. Rabobank will not be liable for any penalty or compensation due and payable by Supplier to third parties as a result of Supplier's breach of provisions of the GDPR.

1.9.5 The provisions of articles 1.9.1, 1.9.2 and 1.9.3 do not apply to confidential information that:

- a) Is or becomes public in any other way than as a result of an accountable failing of the receiving party with regard to this agreement;
- b) Comes from a third party that does not have a requirement of confidentiality towards the revealing party with regard to this information;
- c) Is or has been developed or learned independently by the receiving party, without using the provided information and without accountable failing of the receiving party with regard to this agreement;
- d) The receiving party is obliged to provide in order to comply with any legal obligations or judicial claims, in accordance with article 1.9.3.

1.9.6 Parties can disclose confidential information to their employees, on a strictly need to know basis, provided that such employees are sufficiently reliable and are contractually bound to respect the confidential nature of this information under terms at least equivalent to these of the agreement.

1.10 Publicity

The Supplier shall refrain from disclosing in publications or advertisements the existence of a relationship with Rabobank, unless it has the latter's prior written consent. Each consent shall apply until revoked.

1.11 Statutory provisions

1.11.1 Supplier guarantees that Supplier in the execution of this agreement will comply with all applicable rules and legislations and that Supplier during the term of this agreement will possess all permits, registrations, exemptions or dispensations, required for the performance of this agreement or practice of its business. Supplier shall inform Rabobank in time, but in any case before delivery, regarding licences that are required for the production, delivery and use of the goods and services and shall offer Rabobank any assistance needed to obtain these licences. Rabobank is authorised to either wholly or partly terminate this agreement if the required licence is not obtained (in time).

1.11.2 Supplier guarantees that Supplier, its directors, employees or subcontractors will not offer, promise, or give any undue pecuniary or other advantage of any kind to third parties (including civil servants) in order to obtain or retain a business or other improper advantage, in connection with this agreement. Supplier guarantees that it will comply with all applicable anti-bribery legislation (including, but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act) and all legislation relating to tax evasion and other financial crimes (such as the UK Criminal Finances Act 2017) and that it has put into place adequate preventative measures to ensure that employees and subcontractors comply with the applicable legislation

1.11.3 Supplier shall discuss any forthcoming relevant changes in regulations with Rabobank. Unless agreed otherwise in this agreement, goods and services that the Supplier has already delivered to Rabobank shall at the request of Rabobank be adjusted to the new regulations at terms and conditions to be agreed then.

Supplier shall duly observe all applicable laws and regulations that apply to terms of employment of employees (including the obligation to pay proper wages) and to any collective wage agreement (“CAO”) that is applicable for the employees that perform services for Rabobank. Supplier shall indemnify Rabobank from all claims of third parties in relation to this article.

1.12 Sustainable business

Rabobank has formulated a Sustainability Statement for all its suppliers. The most current version of the Sustainability Statement is published on the corporate website of Rabobank.

Supplier agrees to comply with the current version of the Sustainability Statement.

1.13 Liability for taxes and social security contributions

1.13.1 Supplier shall ensure that any salaries tax, social insurance contributions and VAT that must be remitted by Supplier in connection with the performance of this agreement are duly paid. On first request of Rabobank Supplier shall provide Rabobank with adequate proof that these payments have been made. Supplier indemnifies Rabobank against any claims of authorities in charge of the implementation of tax legislation and/or social insurance legislation regarding these taxes and/or contributions.

1.13.2 If Supplier and/or subcontractor defaulted on the payment of salaries tax, social insurance contributions and/or VAT, or if Rabobank has serious suspicions of such default, Rabobank shall be authorised to either completely or partially suspend payments of invoiced amounts, or to make them into a frozen account, until the statement referred to in article 1.13.1 has been obtained.

1.13.3 Rabobank shall be authorised, without being obliged to pay compensation to Supplier, to either wholly or partially terminate this agreement starting immediately and without legal intervention,

if Supplier and/or the third parties working has/have defaulted on the payments of sales tax, income tax and contributions employees insurance, without prejudice to any further rights of Rabobank, including the right to compensation.

1.14 Intellectual property

1.14.1 Everything created by the employees in the context of the agreement for the benefit of Rabobank or that shall result from it shall be the property of Rabobank.

In so far as the copyrights for that produced do not already belong to Rabobank then the Supplier shall transfer these to Rabobank upon the latter’s initial request.

Each transfer of copyright shall always encompass the waiving of the Supplier’s rights - as referred to in Article 25 first section under a, b and c and fourth section, first sentence of the Copyright Act - in favour of Rabobank, the above in so far as permitted by the Copyright Act.

1.14.2 Models, techniques and instruments (including software) used for the execution of the agreement and included in a recommendation (an ‘advies’) or project results shall be and remain the property of the Supplier. However, Rabobank shall be entitled to use without restriction the recommendation or research findings based on such models, techniques and instruments, without being obliged to pay a further fee for this.

1.14.3 If Supplier uses third parties (including employees) in the performance of this agreement, Supplier guarantees that these party will transfer all intellectual property rights to Rabobank, in accordance with article 1.14.1.

1.14.4 The Supplier shall guarantee that the goods he delivers (including services and the results thereof) do not infringe any applicable third-party intellectual property rights and that their usage including in another way shall not be unlawful vis-à-vis third parties.

1.14.5 At the initial request of Rabobank, the Supplier shall handle the defence of any proceedings instituted against Rabobank in connection with the goods’ alleged infringement of a third party’s rights. Rabobank must then immediately inform the Supplier in writing of such a legal action and furnish the Supplier with the necessary powers of attorney and assistance.

The Supplier shall indemnify Rabobank against all losses and costs that Rabobank may be ultimately ordered to pay in proceedings and against the costs of the proceedings.

The Supplier shall reimburse Rabobank for all losses resulting from the events described in this Article 1.14.

1.14.6 If the usage of the goods is prohibited then the Supplier shall at its discretion and after consulting with Rabobank:

- a) replace the goods in question without further cost to Rabobank with equivalent goods or services that do not infringe third-party rights; or
- b) acquire a suitable right of use for the goods; or
- c) if the options stated under a) and b) above appear to be impossible then to take back all, or with the consent of Rabobank only part of, the goods against repayment of the price paid for them minus the usual write-downs.

1.15 Force majeure

1.15.1 In the case of an unattributable shortcoming (force majeure), the fulfilment of the relevant and associated obligation(s) shall be suspended in whole or part for the duration of such force majeure, without the parties being reciprocally obliged to pay any compensation. The parties may only invoke force majeure against each other if as quickly as possible after the commencement of the

shortcoming the party in question shall inform the other party in writing of such an invocation of force majeure and submit the necessary documentary evidence.

1.15.2 'Force majeure' shall not be deemed to encompass the non-fulfilment or late fulfilment by a third party of the obligations that it has undertaken vis-à-vis one of the parties, unless the party in question can demonstrate that the non-fulfilment or late fulfilment by this third party is due to force majeure affecting this third party and that in this case the party in question cannot be reasonably expected to take its products or services from a party other than this third party.

'Force majeure on the part of a third party' shall be deemed to exclude contractual extensions of this term towards the definition of the term used by common opinion.

1.16 Liability

1.16.1 In so far as not deviated from elsewhere in the agreement in respect of the provisions of this Article, the following liability provisions shall apply.

1.16.2 If one of the parties fails to fulfil an obligation arising from the agreement then this party shall reimburse the resulting direct damages suffered by the other party, unless the shortcoming cannot be attributed to this party. Liability for indirect damages is excluded. Indirect damages are understood to be: loss of profits, and immaterial damages.

1.16.3 Each party shall be liable for the damages associated with the death, injury or malicious damage to property suffered by the other party, his personnel and/or third parties and that arises from attributable acts or omissions on the part of himself, his personnel or by third parties he deploys. The Supplier shall ensure that he is adequately insured against this liability.

2 SPECIAL PROVISIONS: DELIVERY OF GOODS

2.1 Goods

2.1.1 The goods are specified in more detail in the agreement.

2.2 Prices, tariffs, invoicing and payments

2.2.1 The purchase price of the goods is quoted in the agreement and is exclusive of the turnover taxes ('BTW') owed.

The prices are inclusive of the costs of transportation, import duties, delivery, packaging and insurance (DDP (delivered duty paid), Incoterms 2010).

The agreement will set out the procedure for changing the prices.

Should new prices come into force between the time of ordering and the time of delivery then price reductions will in all cases apply for all ordered goods that have not yet been delivered.

Price increases will not be carried out for ordered goods that have not yet been delivered.

Any extra work may only be charged for if approved in writing by Rabobank beforehand.

2.2.2 Unless otherwise agreed, the cost of proposals, samples, trial shipments and specimen materials shall be for the Supplier's account.

2.3 Delivery dates

The latest delivery dates shall be quoted in the agreement.

Without prejudice to the provisions of Article 2.7 of these conditions, the Supplier shall inform Rabobank should circumstances dictate that the final delivery date shall be or looks likely to be exceeded. The Supplier shall do all that is within his power to meet the agreed delivery date.

2.4 Delivery

The goods are to be delivered in good condition by the Supplier at the time, place and in the way set down in the agreement.

2.5 Set-up and assembly

If agreed in the agreement, the setting-up and assembly of the goods shall refer to the Supplier putting the goods in full working order, this to consist of the setting-up and assembling of the goods after delivery.

As soon as the goods have been put in full working order (in the Supplier's opinion) then the Supplier shall inform Rabobank accordingly.

The goods will be deemed to have been accepted if Rabobank has inspected the goods and approved them in accordance with the provisions of Article 2.6.

2.6 Inspection and acceptance

Rabobank shall inspect, or cause to be inspected, the delivered goods as quickly as possible.

If Rabobank as a result of this inspection rejects some or all of the goods then it shall inform the Supplier of this immediately in writing. The goods shall then be deemed to have not been delivered.

After the Supplier has been notified that some or all of the goods have been rejected he will as quickly as possible organise the free replacement of the rejected goods against the taking back of the rejected goods.

As long as the Supplier has not organised the replacement of the goods, Rabobank shall be entitled to suspend its obligation to pay the purchase price in so far as this relates to the rejected goods. It will then owe no interest on the relevant amount. If accepted goods are linked with rejected goods in such a way that the accepted goods represent a lower value for Rabobank then Rabobank shall also be authorised to suspend pro rata its obligation to pay the purchase price for the accepted goods.

2.7 Delays

Should the agreed final delivery date be exceeded by more than one month then Rabobank shall be entitled to dissolve the agreement by registered letter with immediate effect, without being obliged to pay compensation and without prejudice to its right to alternative compensation.

If Rabobank expects to be unable to take delivery of some or all of the goods at the agreed time then it shall inform the Supplier accordingly as quickly as possible.

In such a case, the Supplier shall store the goods. The first two months of storage shall be without charge to Rabobank. From a time two months after the planned delivery date onwards, the Supplier shall be entitled to charge reasonable storage costs.

2.8 Transfer of ownership and risk

Ownership of the goods shall transfer to Rabobank upon delivery or upon payment for the goods in question, whichever comes first.

The risk inherent in the goods shall always pass to Rabobank upon delivery of the goods to Rabobank.

All auxiliary materials, such as drawings, designs, models, forms, films, moulds, templates or specific tools needed for the execution of the delivery that Rabobank furnishes to the Supplier or that are prepared or acquired at Rabobank's expense shall be and shall remain Rabobank's property.

2.9 Guarantee

2.9.1 The Supplier shall guarantee that the goods are of good quality, are manufactured from durable materials and are suitable for the purpose communicated in writing by Rabobank to the Supplier.

The goods must at minimum comply with the agreed specifications and with the description in folder materials, proposals, letters, manuals and other descriptions or other recommendations by the Supplier and/or his supplier(s), in so far as made known to Rabobank.

The goods must be delivered complete and ready for use. All components and tools needed for the purpose specified by Rabobank in writing must be supplied as part of the delivery, even if not mentioned by name.

2.9.2 If there is a guarantee period, this will be stated in the agreement. During the guarantee period, the service described in Article 2.10 shall be provided free of charge, unless the defect was caused by normal wear and tear or by abnormal usage.

2.10 Service provision

2.10.1 'Service provision' shall be deemed to mean the rectifying of defects, this to include any necessary replacement of components.

Defects must be reported to the service department of the Supplier named in the agreement.

This notification must include:

- a. a clear description of the problem;
- b. details of the goods' location.

As quickly as possible but in any case not later than two working days after the reporting of the defect, the Supplier shall start on the repair work.

If it looks like it will be impossible to repair the fault that same working day then at the request of Rabobank the Supplier shall provide similar goods without charge until the defect has been repaired.

Components that need to be replaced shall only be replaced by components with the same function and technical capacity.

2.10.2 The costs of repairs carried out after the end of the guarantee period, and the costs of repairs carried out during the guarantee period as the result of normal wear and tear or abnormal usage, shall be charged for separately at the Supplier's standard tariffs at that time.

3 SPECIAL PROVISIONS: SERVICES

3.1 Subject

3.1.1 The service to be provided is described in further detail in the agreement.

3.1.2 Supplier shall provide the service in accordance with the applicable rules, regulations and guidelines of Rabobank Group that have been presented to Supplier. The rules, regulations and guidelines that are applicable on the effective date are part of this agreement.

Rabobank can change or add rules, regulations and guidelines, without prior consent of Supplier. In the event these new rules, regulations and guidelines lead to considerably higher cost, Supplier shall report specify the consequences and parties shall review costs, in accordance with the procedure in section 3.7.

3.2 Obligations of Rabobank

Rabobank shall enable Supplier to provide the service, among other things by providing the facilities described in the agreement free of charge.

These facilities must have sufficient quality and be provided in a timely fashion. If the provision of services is impeded by circumstances attributable to Rabobank, Supplier shall report this to the contact person concerned. Should this lead to delay or extra costs Supplier shall in this report specify the consequences regarding the provision of services.

3.3 Rates

The applicable rates are included in the agreement.

3.4 Implementation procedures

The implementation process is described in the agreement.

3.5 Audit rights

3.5.1 In the agreement, parties may arrange that Supplier shall periodically submit to Rabobank a Third Party Assurance ("TPA").

The contents of this TPA shall be specified in the agreement. The costs for submitting the TPA will arranged in the agreement.

3.5.2 Should the TPA referred to in 3.5.1 indicate that the Supplier's processes do not comply with the agreed standards, Supplier will submit an improvement plan to Rabobank within three months. This improvement plan will be discussed with Rabobank and Supplier will actually execute the improvement plan. The improvement plan must describe measures for remedying the objections evident from the TPA. The costs for executing the improvement plan will be borne by Supplier. The provisions of this article do not affect Rabobank's other rights.

3.6 Supervision

3.6.1 Supplier agrees that certain supervisors, (such as De Nederlandsche Bank, de Autoriteit Persoonsgegevens, the AFM or ACM) have a right to:

- request certain information regarding the provision of service from Supplier, as well as from third parties engaged by Supplier or the external auditor of Supplier;
- audit the provision of services at the premises of Supplier or the premises of third parties engaged by Supplier and with the external auditor of Supplier.

Supplier shall fully comply with such audits and shall provide all requested information, and shall ensure that the third parties engaged by Supplier and the external auditor fully cooperate.

Supplier shall enable Rabobank to comply with the applicable financial supervision regulations..

3.6.2 Any costs made by Supplier to comply with this section 3.6 shall be included in the service fee and not charged to Rabobank.

Supplier shall immediately inform Rabobank if a supervisor or authority request access top premises or information for an audit relating to Rabobank or the services provided to Rabobank.

3.7 Change requests

3.7.1 At the request of Rabobank parties may agree that the scope of this agreement is expanded to the implementation of services that have not yet been described. In addition, parties may at the request of Rabobank intermediately agree that certain services shall no longer be provided, or shall be reduced, or shall be changed.

3.7.2 Supplier guarantees that the service shall, without extra costs for Rabobank, timely be adjusted to any changes in applicable government rules and regulations. If this adjustment should lead to disproportionate costs for Supplier, parties shall in mutual consultation try to reach an agreement.

3.8 Provision of services in the event of termination of the agreement

3.8.1 In the event of termination or dissolution of the agreement, Supplier on request of Rabobank shall ensure a gradually and correct transfer of the service, to Rabobank or to a third party to be assigned by Rabobank during the transition period. Focus shall be on service continuity.

The duration of this transition period shall be determined by Rabobank after consultation with Supplier, but shall be a maximum of six months from the date of termination or dissolution.

During the transition period, even after the agreement has been terminated or dissolved, all rights and obligations of parties under this agreement shall continue insofar necessary for a gradual and correct transfer of the service.

Supplier shall be authorised to charge its activities to Rabobank at fair rates to be agreed in advance.

3.8.2 Within the scope of the cooperation described in the previous paragraph, Supplier shall provide the assistance that may in fairness be expected.

This assistance to be provided shall at least include:

- a) the transfer of the data files used with the implementation of the service;
- b) making available the required information for realising an (either or not temporary) interface between the computer system (hardware including system and processing software that is used for the benefit of service) of Supplier and any new or other system to be used by Rabobank;
- c) the transfer of other information relevant for the correct implementation of the service;
- d) providing the reasonable instructions to third parties assigned by Rabobank.

4 SPECIAL PROVISIONS: PROJECT REALISATION

4.1 Subject

4.1.1 The project to be performed by the Supplier will be specified in the agreement.

The parties shall furnish each other with the information they need to accurately define the commission.

4.2 Planning and scheduling

The project plan/schedule shall be included in the agreement.

4.3 Deployment of resources by Rabobank

Rabobank must provide free of charge the facilities specified in the agreement for the proper performance of the work.

The above resources deployed by Rabobank must be of sufficient quality and must be provided in a timely way. This applies both to information provision and support provided by the Rabobank representatives and to the planned deployment of Rabobank employees. If the progress being made on the project is being hindered by circumstances to be attributed to Rabobank then this will be reported to the contact person specified in the agreement, and if this problem is causing delays or additional costs then the Supplier shall provide an estimate of the impact that this will have

on the project. This may lead to the schedule being adjusted or to extra work. The procedure for extra work and less work set out in Article 4.8 shall apply here.

4.4 Price

4.4.1 The agreement shall be performed on the basis of the (fixed) price quoted in the agreement. The fixed price may not be changed for the duration of the agreement, apart from in the cases described in Article 4.8.

4.4.2 The reimbursement of travelling, accommodation and other additional costs shall be regulated in the agreement.

4.5 Reporting progress made in respect of the plan/schedule

The progress being made on the project on the basis of the schedule set out in the agreement shall be reported to the Rabobank project leader in writing. If the Supplier establishes that there is or will be a delay then he shall inform Rabobank accordingly in writing.

If the delay is caused by the Supplier then the Supplier shall if possible rectify or prevent the delay respectively, including if necessary by deploying additional employees. This shall be without prejudice to the provisions of Article 4.7.3.

If the delay is caused by Rabobank then the procedure described in Article 4.8 shall apply.

4.6 Project organisation

4.6.1 The project organisation, the contact persons and their duties shall be set down in the agreement.

4.6.2 The contact persons employed or designated by Rabobank shall at all times be authorised to view the project results.

4.7 Acceptance of project results

4.7.1 The agreed project results shall be submitted to Rabobank in line with the project phases/schedule set out in the agreement.

After being notified of the project result(s), Rabobank must report any shortcomings in writing to the Supplier by the deadline set down in the agreement. Any shortcomings reported by Rabobank to the Supplier and accepted as shortcomings by the latter shall be rectified by the Supplier as quickly as possible at his own expense. Completion ('oplevering') and acceptance shall take place in line with the schedule set down in the agreement.

4.7.2 If this acceptance is delayed due to factors attributable to Rabobank then the Supplier shall inform Rabobank of this in writing, giving reasons. The parties shall then consult and agree a time when the new acceptance procedure is to commence. The associated costs shall be for Rabobank's account, with due observance of the provisions of Article 4.8.

4.7.3 Should an agreed final acceptance date be exceeded by six weeks due to factors attributable to the Supplier then Rabobank shall be entitled to terminate the agreement with immediate effect by registered letter, without being obliged to pay compensation and without prejudice to its right to alternative compensation.

4.8 Extra work and less work

4.8.1 Extra work not based on a written commission issued beforehand by Rabobank will not be paid for and will be carried out entirely at the Supplier's account and risk.

Extra work and less work shall only be eligible for payment if they are arranged in the way set out in subsection 2.

4.8.2 If the Supplier is of the opinion that a project modification requested by Rabobank after the signing of the agreement amounts

to an 'extra work' or 'less work' commission then he shall inform Rabobank of this before proceeding to execute it.

This notification must be made in writing and may, if the performance of the work requires it, be preceded by a provisional, verbal notification. If Rabobank requests this, the notification must be followed by an estimate of the impact on the price and completion time. This estimate must be made in writing and must be properly itemised. The tariff charged for the extra work shall be equal to the tariff used to calculate the price and quoted in the agreement.

In each case, Rabobank shall decide as quickly as possible on the proposed extra work or less work and inform the Supplier of its decision in writing.

5 SPECIAL PROVISIONS: ORGANISING COURSES

5.1 Subject

5.1.1 The subject of the agreement is the Supplier's organising of the following training activities under his own responsibility:

- a) standard open registration (the taking of courses offered by the Supplier at set times that are accessible to anyone who registers for them), and/or
- b) standard open in-company registration (the taking of courses from the Supplier's standard product range but only by persons designated by Rabobank, at a location set by Rabobank and on dates to be agreed with the Supplier), and/or
- c) modified standard open in-company registration (as for b) above but with special course content agreed between the Supplier and Rabobank).

5.1.2 The details of the training activities are to be set down in the agreement and/or in the Supplier's training catalogue for standard open registrations.

5.2 Prices and tariffs

5.2.1 The training activities specified in the agreement shall be performed by the Supplier at the price quoted in the agreement.

5.2.2 The prices shall be agreed for the duration of the training programme(s), i.e. the prices that applied when registration took place shall be the prices quoted on the invoices, unless in the meantime the Supplier has carried out a price or tariff *reduction*, in which case the reduced prices and tariffs shall be charged.

Should the Supplier implement a price or tariff *increase* then such an increase shall not apply to prices, tariffs and registrations already agreed.

5.2.3 Travelling time and travelling and accommodation expenses shall not be charged for.

5.2.4 The Supplier shall give Rabobank as much advice as possible about the options for utilising the statutory exemption from BTW (Dutch VAT/turnover tax). The statutory exemption from BTW shall be utilised to the fullest extent possible.

5.3 Registration

5.3.1 As soon as possible after registration, the Supplier shall send the student a written confirmation that will at minimum include the name of the course, the dates of the lectures, the course location and the name of the registered student.

5.3.2 Rabobank shall be entitled to admit persons to the course other than those registered for it, without informing the Supplier of this beforehand and/or without being obliged to pay a (supplementary) payment.

5.3.3 The Supplier shall arrange for a suitable location for the course and for the necessary resources, equipment and software.

5.3.4 Unless otherwise agreed, the costs of meals and/or provisions (such as coffee and tea) for courses organised by the Supplier shall be included in the course price.

5.3.5 The Supplier shall provide each student with the course materials for that course, as well as with name badges and any other requisites. The costs of these materials, including any licences, shall be included in the course price.

5.4 Cancellation

5.4.1 Rabobank shall be authorised to cancel one or more of the registrations.

In the case of cancellation, Rabobank shall owe the Supplier the following compensation:

- Cancellation more than 30 calendar days before the start of the planned course: no compensation shall be owed;
- Cancellation less than 31 calendar days but more than 14 calendar days before the start of the planned course: 25% of the agreed price for that course shall be owed;
- Cancellation less than 15 calendar days but more than 7 calendar days before the start of the planned course: 50% of the agreed price for that course shall be owed;
- Cancellation less than 8 calendar days before the start of the planned course: 100% of the agreed price for that course owed;

5.5 Date changed by the Supplier

Should the Supplier change the registration date(s) after Rabobank Group employees have registered then Rabobank and/or those of its employees in question may cancel or withdraw their registration(s) without the applicable compensation rules.

This document is a literal translation of the 'Inkoopvoorwaarden' as they have been filed with the Chamber of Commerce. Differences may occur in the translation and if so the Dutch version is the only legal and binding version.