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## **GENERAL TERMS AND CONDITIONS OF SKYLINE CDS B.V.**

### **Chapter 1: General**

#### **Article 1: Applicability**

1. The private company with limited liability under Dutch law Skyline CDS B.V., established in (4744 RZ) Bosschenhoofd, at Bredasebaan no. 11, Chamber of Commerce number 20144510, is active in consultancy, supply of products, IT services, among other things. These general terms and conditions apply to all offers made by Skyline CDS B.V. and its affiliated companies / and its subsidiaries, to its client, and form an inseparable part of every offer, quotation, agreement and execution of orders and deliveries between Skyline CDS and its client, unless these general terms and conditions are expressly deviated from in writing.
2. The buyer or client will be referred to as: "the Client".

#### **Article 2: Offers**

1. All offers and quotations made by Skyline CDS, in whatever form, are without obligation.
2. Offers made by Skyline CDS are valid for 30 days, unless otherwise agreed in writing.
3. Price lists provided by Skyline CDS are subject to change.

#### **Article 3: Contractual formation**

1. The agreement is concluded after Skyline CDS has confirmed an order in writing or after the Client has accepted the offer in writing or has agreed to deviations. The order confirmation is deemed to accurately and completely reflect the agreement unless the Client objects thereto in writing within 5 working days.
2. For deliveries for which, due to the nature and/or scope, no order confirmation is sent, the invoice also serves as an order confirmation. The order confirmation is deemed to accurately and completely reflect the agreement, unless the Client objects thereto in writing within five working days of the invoice date.
3. Additions and amendments to the agreement are binding on Skyline CDS only to the extent that they have been confirmed by it in writing. Offers or quotations do not automatically apply to future orders.
4. Skyline CDS is entitled, if it deems this necessary or desirable, to engage third parties for the correct execution of the order given to it. The costs of engaging third parties will be passed on to the Client.

#### **Article 4: Prices**

1. Unless and to the extent otherwise agreed in writing, all prices and rates are in euros and exclusive of VAT and other government levies, as well as exclusive of any costs to be incurred in the context of the agreement, including travel and lodging, shipping and administrative costs. Skyline CDS is entitled to pass on the relevant charges and costs to the Client. Skyline CDS is entitled to impose a 25% mark-up on those costs.
2. Prices are based on prices existing during the offer. Prices are subject to interim changes without this giving the Client the right to terminate the agreement.

#### **Article 5: Payment**

1. Payment must be made within a period of 30 days from the invoice date and without the Client being entitled to claim set-off or suspension. If the Client is in default, all actual costs incurred to obtain payment will be borne by the Client.
2. Payment must be made in a lump sum, unless payment in instalments has been agreed.
3. If the Client fails to pay the amounts due within the agreed period, the Client will be in default by operation of law. In that case, Skyline CDS will be entitled to charge statutory (commercial) interest and extrajudicial collection costs on the entire amount due in

accordance with the Extrajudicial Collection Costs (Fees) Decree (Besluit vergoeding voor buitengerechtelijke incassokosten).

4. If the Client fails to fulfil any obligation arising from the agreement or fails to do so in time, enters into a debt settlement with its creditors, applies for suspension of payment, goes into liquidation, closes or transfers its business, if an attachment is levied against it or if on reasonable grounds fulfilment by the Client can no longer be expected, any claim of Skyline CDS against the Client will be immediately due and payable in full. Skyline CDS will then also be entitled to terminate the agreement to the extent not yet (fully) executed, without further notice of default or judicial intervention being required, and to take back the items already delivered but not yet paid for and to withdraw permission to use software following a licence acquired, all this without prejudice to Skyline CDS's right to payment or compensation and its right to suspend performance of the agreement.
5. Immediately on Skyline CDS's request, the Client will be obliged to provide security for fulfilment of its obligations under the agreement. Skyline CDS may not make such a request on unreasonable grounds.

#### **Article 6: Additional work**

1. If, at the request or with the prior consent of the Client, Skyline CDS has performed work or delivered another performance that goes beyond the content or scope of the original agreement, such work or performance will be compensated by the Client in accordance with the agreed rates and, in the absence thereof, in accordance with Skyline CDS's usual rates. Skyline CDS is not obliged to comply with any such request and may require the conclusion of a separate written agreement.
2. Additional work will – to the extent possible – be communicated to the Client by Skyline CDS as early as possible. The Client is deemed to have agreed to the execution of the additional work, the associated costs and, if necessary, the adjusted delivery time, unless the Client objects in writing before the start of the execution of the additional work and in any case within 7 days after the notification by Skyline CDS.
3. Additional work and an adjusted delivery time do not give the Client the right to terminate the agreement early.

#### **Article 7: Complaints**

1. The Client may no longer claim a defect in the performance if it has not complained in writing to Skyline CDS within 14 days after it discovered or reasonably should have discovered the defect.
2. Complaints regarding defects with respect to whole or partial deliveries must be brought to the attention of Skyline CDS in writing, specifying the delivery or invoice number.
3. The Client will provide all cooperation necessary to investigate the complaint, including by giving Skyline CDS the opportunity to investigate all relevant circumstances associated with the complaint. If the Client fails to cooperate or the investigation is otherwise not (or no longer) possible, the complaint will not be considered.
4. The Client is obliged to immediately cease the use, handling, processing and/or installation of the items in question and to do everything reasonably possible to prevent (further) damage.

#### **Article 8: Retention of title**

1. All items delivered to the Client will remain the property of Skyline CDS until full payment of all amounts, including any interest and costs owed by the Client for the items delivered or to be delivered or services rendered or to be rendered under any contract and/or the failure of the Client to provide after-sales services.
2. As long as the Client has not fully fulfilled its obligations to Skyline CDS, the Client is obliged to ensure careful handling of the items and to insure them against the usual risks and does not have the right to encumber, rent out, give in use and/or create a pledge (whether undisclosed or not) on the delivered items other than after written permission from Skyline CDS.
3. If and as long as Skyline CDS owns the items, the Client will immediately notify Skyline CDS when the items are seized (or threatened to be seized) or when the items (or any

part thereof) are otherwise claimed. In addition, the Client will (in that case) inform Skyline CDS where the items, of which Skyline CDS is the owner, are located. In the event of attachment or (provisional or final) suspension of payment, the Client will immediately inform the attaching bailiff or administrator of the (proprietary) rights of Skyline CDS. The Client guarantees that any attachment of the items will be lifted immediately.

#### **Article 9 Delivery**

1. Delivery of the products takes place carriage paid. From the time of delivery, the risk of loss, damage, etc. will pass to the Client.
2. The delivery time of the products is determined on the basis of the data and circumstances known to Skyline CDS at the time the agreement was concluded. Stated delivery deadlines will never be considered as a strict deadline ('fatale termijn'). If a change in the data and/or circumstances, regardless of its foreseeability, results in a delay, the delivery date will be delayed accordingly, without prejudice to the provisions below regarding force majeure. In the event of late delivery, Skyline CDS must be given written notice of default, whereby it must be offered a reasonable period for delivery.
3. Exceeding the delivery time given by Skyline CDS for whatever reason will not entitle the Client to compensation.

#### **Article 10: Liability and indemnification**

1. Any liability is limited to the amount paid out by Skyline CDS's business liability insurer in the relevant case, plus the excess payable by the insured under the policy conditions. If the damaging event is not covered under Skyline CDS's business liability insurance, any liability of Skyline CDS will be limited to the amount owed by the Client to Skyline CDS with respect to the service provided and/or product delivered from which the liability arises. In the event of a continuing performance agreement, any liability of Skyline CDS is limited to a maximum of the average amount invoiced to the Client in the last three months.
2. Skyline CDS is not liable for consequential loss.
3. The Client indemnifies Skyline CDS against all claims from third parties that are in any way related to the work for the Client, including the reasonable costs of legal assistance, except for gross negligence or intentional misconduct on the part of Skyline CDS.

#### **Article 11: Force majeure**

1. Skyline CDS is not obliged to fulfil any obligation to the Client if it is prevented from doing so by a force majeure situation. During the period that the force majeure continues, Skyline CDS may suspend its obligations under the Agreement.
2. If, in the event of force majeure, the performance of the agreement by Skyline CDS is delayed or barred, Skyline CDS will be entitled to terminate all or part of the agreement without this entitling the Client to compensation. If this period exceeds two months, the Client will also be entitled to terminate the agreement. The value of the work performed by Skyline CDS until then will be reimbursed by the Client. If work resumes, Skyline CDS will be entitled to issue new invoices.

#### **Article 12: Confidentiality**

1. The parties are mutually obliged to maintain complete confidentiality towards third parties regarding confidential (business) information provided to each other. The Client is obliged to take measures so that this confidentiality is observed by its employees.

#### **Article 13: Intellectual property**

1. The Client is not permitted, without prior express written permission from Skyline CDS, to copy, reproduce or modify products and/or services and the associated documentation, the intellectual property rights of which are held by with Skyline CDS, both during the term and after termination of the agreement. Nor is the Client permitted to give third parties the opportunity to do so.

#### **Article 14: Penalty clause**

1. In the event of failure to comply with the provisions of Articles 12 and 13, the Client will be liable to pay an immediately payable penalty to Skyline CDS of €50,000 per violation, plus €5,000 per day that such violation continues, whereby each disclosure or communication to third parties or infringement of intellectual property rights of Skyline CDS is regarded as a separate violation.

#### **Article 15: Suspension, set-off and termination**

1. Each party can only terminate an agreement if the other party attributable fails to fulfil one or more essential obligations, the other party has received a written notice of default that is as detailed as possible, setting a reasonable period for compliance and compliance within this period is not forthcoming.
2. Skyline CDS may in any case suspend its obligations under the agreement with immediate effect and without prior notice of default being required (including by blocking or disabling one or more services (temporarily or permanently, in whole or in part)) and terminate the agreement in the following circumstances:
  - a. the Client no longer meets the preconditions applicable to the service in question (including the preconditions included in the current service description);
  - b. the actual use of the items and/or services does not conform to the agreement, does not correspond to the normal use to which the applicable rates are geared, or deviates substantially from the use that can reasonably be expected;
  - c. Skyline CDS has sent a reminder to the Client and the Client has not fulfilled its payment obligation even after the deadline specified in the reminder has passed;
  - d. Skyline CDS has requested the Client to provide (additional) security and the Client has not provided the desired security within the period specified by Skyline CDS;
  - e. the Client causes damage to the business, services, network or other telecommunications networks;
  - f. circumstances arise, beyond the control of Skyline CDS, that make performance of the agreement impossible or disproportionately difficult.
3. The Client is not entitled to setoff or suspension.
4. Either party may terminate the agreement with immediate effect, and without prior notice of default being required, in the event of:
  - a. a request for debt restructuring;
  - b. suspension of payments
  - c. bankruptcy; or
  - d. liquidation

#### **Article 16: Conversion**

1. If one or more provisions of these general terms and conditions are null and void, or are annulled, the remaining provisions will continue to apply.
2. The parties undertake to replace the non-binding provisions with such provisions that are binding and deviate as little as possible - in view of the purpose and purport of this agreement - from the non-binding provisions.

#### **Article 17: Applicable law and competent court**

1. The agreement concluded between the user and the other party is exclusively subject to Dutch law.
2. All disputes arising from or related to the agreement to which these conditions apply will be settled by the competent section of the Court of Zeeland-West-Brabant, Middelburg location.

## Chapter 2: Secondment

### Article 18: Definitions

1. In these conditions, the following definitions apply:
  - a. **Seconded:** the employee employed by Skyline CDS who performs work at a work site at the Hirer.
  - b. **Hirer:** any natural or legal person, who borrows from Skyline CDS the Seconded referred to under a. above.
  - c. **Secondment:** the performance of work by an Skyline CDS employee at the Hirer for an agreed upon fee for a definite or indefinite period of time, whereby the work-related supervision of a Seconded is transferred to the Hirer.
  - d. **Secondment Agreement:** the agreement entered into between the employee of Skyline CDS, whereby it is agreed, that the Seconded and the employee of Skyline CDS will perform work for the Hirer against payment of an agreed hourly rate.
2. This Chapter 2 of the general terms and conditions applies, in addition to Chapter 1 of the same set of general terms and conditions, to all agreements for the Secondment of a Seconded by Skyline CDS to a Hirer. Stipulations varying from these conditions are only legally valid if confirmed in writing by Skyline CDS.

### Article 19: Employment

1. The Seconded is employed by Skyline CDS.
2. The Seconded's average working hours per week must be scheduled according to the working hours and working days set forth in the Secondment Agreement.
3. The work will be carried out from Monday up to and including Friday, unless otherwise agreed. A maximum of 8 hours is worked per day. Further arrangements may be made in the Seconded's employment contract.
4. A part-time Secondment must be scheduled during the period of Monday up to and including Friday, unless otherwise agreed.

### Article 20: Duration of Secondment

1. The duration of the Secondment and any trial placement are defined in the Secondment Agreement.
2. Interim termination of the Secondment is possible after consultation between Seconded, Skyline CDS and the Hirer.
3. Termination of the Secondment takes place on the date specified in the Secondment Agreement, unless otherwise agreed in the Secondment Agreement.
4. On termination of the Secondment by the Hirer, a notice period of two months must be observed, unless otherwise agreed in the Secondment Agreement.

### Article 21: Absence

1. In the event of leave, illness and other reasons for absence, the Seconded will not be replaced, except at the express request of the Hirer and if Skyline CDS can provide a replacement for the Seconded.
2. Holiday and leave must be arranged by the Hirer in a timely manner in consultation with Skyline CDS.
3. Reports of illness and recovery must be made by the Seconded to both the Hirer and Skyline CDS as soon as possible, but no later than 9 am on the first day of illness.

### Article 22: Disciplinary matters

1. In the event of unsatisfactory performance, absence without notice, etc. of the Seconded, the Hirer must report it to the secondment consultant. When in urgent cases it is necessary for the Seconded to be sent away from work, the Hirer may do so only on reasonable grounds.

2. If the Hirer removes the Seconded in connection with the provisions of paragraph 1, the Hirer will be obliged to instruct the Seconded to report to Skyline CDS immediately after the Hirer has informed the Seconded of the reason for removal. The Hirer must also report the incident directly to Skyline CDS. In the event of such a removal, the Hirer must subsequently report in writing to Skyline CDS.

### **Article 23: Takeover**

1. Until two years after termination of the Secondment Agreement, the Hirer is not permitted to directly or indirectly employ the Seconded or otherwise have him work for it other than on the basis of an agreement to that effect with Skyline CDS.

### **Article 24: Financial stipulations**

1. Leave and sick hours will not be charged to the Hirer.
2. The payment of wages to the Seconded, as well as the payment of payroll taxes, pension contributions and social security contributions is the responsibility of Skyline CDS.
3. During a trial placement, the hours worked by the Seconded at the Hirer are charged to the Hirer, unless otherwise agreed.
4. In the event of a job change of the Seconded, Skyline CDS will revise the hourly rate charged to the Hirer. The Hirer will be notified in writing in advance of any changes.
5. Skyline CDS reserves the right to apply new rates for a different contract.
6. All other expenses such as travel costs (other than commuting), work clothing costs and other costs necessary for the performance of the work are directly borne by the Hirer, unless otherwise agreed in the Secondment Agreement.
7. If a Secondment Agreement ends with immediate effect by virtue of resignation or death of the Seconded, any damage arising therefrom cannot be recovered from Skyline CDS.

### **Article 25: Working conditions**

1. The Hirer must behave as befits a good employer. For the Seconded, this means that he/she must be treated as much as possible according to the personnel and working conditions policy of the Hirer.
2. The Hirer has a statutory obligation to take the necessary care to ensure that the Seconded does not suffer any damage to his person or property as a result of his work and to take all measures to ensure safety, well-being and health. To the extent possible, Skyline CDS must provide the Seconded with information on, as applicable, the company rules in effect at the secondment site regarding safety, welfare and health. The Hirer may supplement any missing information during the initial meeting and during the introduction.
3. The Hirer must ensure that the company rules applicable to the Hirer are complied with by the Seconded in accordance with the Working Conditions Act (Arbowet).
4. Accidents and near accidents occurring during the Seconded's work must be recorded and immediately communicated in writing by the Hirer to Skyline CDS.

### **Article 26: Liability**

1. Pursuant to Section 6:170(1) of the Dutch Civil Code, the Hirer is liable for errors made by the Seconded working under its supervision. The Hirer undertakes to carefully supervise the Seconded's activities under the Secondment Agreement.
2. Skyline CDS is not liable for damage to persons or property caused by the Seconded in the performance of the work performed for the Hirer. The Hirer unconditionally indemnifies Skyline CDS against all claims from the Seconded or third parties for any damage caused to or by the Seconded, of whatever nature and extent.
3. The Hirer is obliged to compensate any damage that occurs to the Seconded in the performance of the work performed for the Hirer.
4. Skyline CDS bears no liability, on any grounds whatsoever, for any damage and loss that a Seconded may cause to third parties or to the Hirer through actions and/or omissions.



5. Skyline CDS is not liable for any commitments and obligations that the Seconded may have entered into, or which may otherwise have arisen for him/her towards the Hirer, whether or not with his/her permission, or towards any third party.
6. If the Hirer chooses to take out liability insurance against the aforementioned risks, the costs cannot be recovered from Skyline CDS.

**Article 27: Other provisions**

1. The Hirer is not permitted to make a Seconded hired by it available to third parties, unless this has been expressly agreed in writing with Skyline CDS.
2. In the event of a merger or acquisition of the Hirer, Skyline CDS reserves the right to terminate the Secondment with immediate effect without any financial consequences for Skyline CDS.

## Chapter 3: IT services

### Article 28: Applicability and definitions

1. In addition to Chapter 1 of this set of general terms and conditions, these IT conditions apply to all legal relationships (including offers and agreements) in which Skyline CDS supplies an item and/or service to the Client consisting of the supply of SIM cards, data bundles and the Whisper system.
2. A Service is defined as: any Telecommunications Service, Additional Service or other service provided or made available.
3. A SIM is defined as: the chip that makes it possible to use the Network in combination with a Connection and Peripherals. SIM also includes eSIM. An eSIM is a SIM card built into the peripherals.
4. An item is defined as the movable property delivered or made available by Skyline CDS, Peripherals, installation kits for means of transport, physical network connections, SIMs, Software, hardware, offers, calculations, analyses, designs, drawings, images, reports, documentation, leaflets, samples, models, preparatory material, accessories or other material.
5. Client is defined as: the one who will or has received an offer or will enter into or has entered into an agreement with Skyline CDS.

### Article 29: Offers

1. All offers and other communications from Skyline CDS are without obligation, unless otherwise indicated in writing by Skyline CDS. The Client warrants the accuracy and completeness of the information provided by or on its behalf to Skyline CDS on which Skyline CDS based its offer.
2. An agreement between the parties is concluded only at the time a related request by or on behalf of the Client is accepted in writing by Skyline CDS or Skyline CDS starts performance of the agreement.

### Article 30: Price and payment

1. All prices are exclusive of turnover tax (VAT) and other taxes imposed or to be imposed by the government. All prices communicated by Skyline CDS are always in euros and the Client must make all payments in euros.
2. No rights or expectations can be derived by the Client from a preliminary calculation or budget issued by Skyline CDS, unless the parties have agreed otherwise in writing.
3. If the Client has a periodic payment obligation, Skyline CDS is entitled to adjust the applicable prices and rates in writing, in accordance with the index or other benchmark included in the agreement, in the period stated in the agreement. If the agreement does not expressly provide for the possibility of Skyline CDS to adjust the prices or rates, Skyline CDS is always entitled to adjust the applicable prices and rates in writing with a notice period of at least three months. If the Client does not wish to agree to the adjustment in the latter case, the Client will be entitled to give notice of termination of the agreement in writing within thirty days after notification of the adjustment, with effect from the date on which the new prices and/or rates would come into effect.
4. The parties will stipulate in the agreement the date or dates on which Skyline CDS will charge the Client the fee for the agreed performance. Amounts due must be paid by the Client according to the payment terms agreed or stated on the invoice. The Client is not entitled to suspend any payment or to setoff any amounts due.

### Article 31: Duration of the agreement

1. If and to the extent that the agreement concluded between the parties is a continuing performance agreement, the agreement is entered into for the term agreed between the parties, failing which the term of one year will apply.



### **Article 32: SIM**

1. Skyline CDS is solely responsible for providing or supplying a SIM card. Skyline CDS is not in charge of installing, mounting or the application of the SIM card.
2. Skyline CDS provides the Client with a SIM (in the form of a SIM card or eSIM) and one or more security codes (such as the so-called PIN and PUK code).
3. The costs for unblocking and/or providing a new SIM are payable by the Client. During the period of the blockage, the Client remains obliged to pay all fixed periodic costs and surcharges.

### **Article 33: Maintenance**

1. Skyline CDS is only obliged to perform maintenance work if the item and/or service does not function in accordance with the agreed specifications, the defect has been reported to Skyline CDS in a detailed manner immediately after the defect occurred and the defect is reproducible. Recovery of corrupted or lost data is not covered by maintenance.
2. After receiving the notification, Skyline CDS will attempt to repair the defect to the best of its ability at a time to be determined by Skyline CDS. Skyline CDS is entitled to apply temporary solutions until the moment of final repair.
3. Maintenance is performed by Skyline CDS on working days. Skyline CDS performs the work related to the agreed services at the offices of Skyline CDS.
4. For the purpose of maintenance, upkeep or measurements, Skyline CDS is entitled to temporarily decommission one or more items and/or services.
5. If it appears that the defect was not caused by an attributable failure of Skyline CDS, Skyline CDS will be entitled to recover from the Client the costs associated with detecting and/or remedying the defect.
6. If Skyline CDS makes a new or new variant of an item and/or service available to the Client, the Client will be obliged to pay an additional fee to be determined by Skyline CDS if the new or new variant of the item and/or service offers new possibilities and/or functions. Three months after the new and/or new variant of the item and/or service has been made available, Skyline CDS will no longer be obliged to carry out maintenance work with regard to the items and/or services that the new and/or new variant served to replace.
7. If the Client does not enter into a maintenance agreement with Skyline CDS simultaneously with the conclusion of the agreement under which the item and/or service is provided, Skyline CDS will not be obliged to enter into a maintenance agreement at a later time.

### **Article 35 – Intellectual property rights**

1. All intellectual property rights in all items and/or services developed or made available under or pursuant to the agreement (including assigned or allocated names, addresses and codes, including account details, customer codes, user names, access codes, IP addresses, e-mail addresses and homepages) belong solely to Skyline CDS, its affiliated companies or their licensor.
2. The Client is not allowed to remove or change any indication regarding intellectual or industrial property on/in the items and/or services (including indications regarding confidentiality and secrecy).
3. Skyline CDS is permitted to take technical measures to protect the items and/or services. If Skyline CDS takes these technical measures, the Client will not be permitted to remove or circumvent this security.
4. The Client is aware that the items and/or services provided may contain confidential information and trade secrets of Skyline CDS, its affiliated companies or its licensors. The Client undertakes to keep these items secret and to use them only for the purpose for which they were made available to it.

**Article 36: Privacy**

1. The data and information provided by the Client to Skyline CDS will be kept carefully and confidentially by Skyline CDS.
2. Skyline CDS maintains a record of processing activities. The Client has the right to access, correct and delete his personal data.
3. Skyline CDS may only and exclusively use the Client's personal data for necessary specific purposes.