

STANDARD TERMS & CONDITIONS FOR SERVICES

Océ-Technologies B.V.

Article 1: Definitions

Words and expressions set forth below beginning with a capital letter shall have the meaning hereby assigned to them. Words defined importing the singular also include the plural and vice-versa, unless the text requires otherwise.

"Assignment": A prior written assignment, granted through a Purchase Order by an authorised employee of Océ, or granted in a different format by Océ in writing. An Assignment shall at all times be subject to these standard terms and conditions, and shall form the basis for the specific Services to be carried out by Supplier for Océ.

"Confidential Information": All information in any form (regardless whether oral, written, digital, physical, express or implied) in relation to the business, structure, operations, employees, customers, and clients (including potential customers and clients) of a party, including any Material (as defined below) prepared by, disclosed to, generated by, or acquired by a party in connection with the Services, irrespective of such information being labelled or identified as 'confidential' or 'secret'.

"Intellectual Property Rights": Any patent, trademark, copyright, typography right, database right (including rights of extraction), registered design and unregistered design right, trade secret, know-how, the right to keep information confidential or the right to enforce that information be kept confidential, and any and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, irrespective whether or not any of them are registered, and including applications for registration for any of them.

"Material": Any document, presentation, know-how, information, tooling, source code, or other material, irrespective of the form in which it has been disclosed or made available (e.g. orally, in writing, digitally) by one party to the other party in connection with the performance and execution of the Services.

"Océ": Océ-Technologies B.V..

"Purchase Order": Any purchase order issued by Océ to Supplier (whether in writing or in electronic form) to order the provision of Services, based on these standard terms and conditions. Such Purchase Order shall constitute an Assignment.

"Services": The services provided by Supplier to Océ under an Assignment.

"Supplier": The party providing the Services to Océ under an Assignment.

Article 2: Scope and structure

1. Upon completion of an Assignment, Supplier shall provide Océ with all the agreed objectives and information.

2. During the term of an Assignment, either party may request a change, such as, but not limited to, a change of scope, a change of volume, or a change of procedures. In the event an Assignment contains an arrangement with respect to changes, either for specific cases or generally, such arrangement shall apply at all times. In the event and Assignment does not contain an arrangement with respect to changes, the following procedure shall apply: (i) in the event a party requires a change, it shall propose such change to the other party in writing supported with relevant documentation; (ii) subsequently, Supplier shall execute a feasibility study or shall propose a change plan within a reasonable time; (iii) in the event it is Supplier proposing a change, Supplier shall only start executing a feasibility study or drafting a change plan after having received Océ's prior written approval; (iv) a change plan shall in any event contain the following: (A) the costs of implementing the change as well as a description of the consequences of the change; (B) a work description for the implementation of the change and a description of the potential consequences of executing the implementation; (C) a time frame for the implementation (v) Supplier shall only execute a change after a written change order has been signed by authorised representatives of both parties. The change order will be part of the Assignment upon signing; and (vi) if the change is a result of a problem caused by or attributable to Supplier, Supplier will bear the costs for such change. In the event the change is not caused by or attributable to Supplier, the costs of the changes will be agreed upon between the parties.

Article 3: Termination

1. Océ shall have the right, without prejudice to its other rights and remedies, to terminate an Assignment, or the affected part thereof, upon (a) one (1) week prior written notice if the Assignment involved has a maximum duration of one (1) month; (b) two (2) weeks prior written notice if the Assignment involved has a maximum duration of more than one (1) month, but less than three (3) months; (c) four (4) weeks prior written notice if the Assignment involved has a duration of at least three (3) months; in each case unless specifically agreed otherwise in the relevant Assignment.

2. Océ shall have the right, without prejudice to its other rights and remedies, to terminate an Assignment with immediate effect by written notice to Supplier in the event that Supplier (a) is declared bankrupt or insolvent; (b) is granted, or arranges for, a suspension or moratorium of payments; (c) is involved in any moratorium,

composition, assignment, or similar arrangement with any of its creditors; (d) has a receiver or administrative receiver, administrator or liquidator appointed over all or a substantial part of its assets; (e) ceases or threatens to cease to carry out all, or a substantial part, of its business; (f) suffers an event analogous or similar to any of the events listed above under (a)-(e) in any jurisdiction. The right to terminate in the events as mentioned above under (b) and (c) shall expire after fifteen (15) business days have passed after such event has been formally notified to the other party.

3. Unless explicitly approved of in writing, Océ cannot and shall not be held liable for any additional fees or expenses to Supplier upon termination of an Assignment. Termination or expiration for any cause or under any provision hereof or of any Assignment shall not prejudice or affect any accrued rights or liabilities of the party or parties involved. The respective rights and obligations under the articles 7, 8, 9, and 10 hereof shall survive termination and expiration of any Assignment, notwithstanding the reason(s) for such termination.

Article 4: Rates and Payment Procedure

1. Océ shall not reimburse any travel expenses to Supplier, unless specifically agreed upon otherwise in an Assignment.

2. Océ shall pay all undisputed amounts to Supplier within sixty (60) calendar days of the date of receipt of each invoice of Supplier.

3. In the event of a dispute with regard to the invoiced amounts, Océ shall send a written notice of such dispute to Supplier within twenty (20) days after receipt of the relevant invoice, stating the amount and the detailed reason(s) of such dispute. Supplier shall, promptly after receiving such notice, credit the entire disputed invoice, and shall send Océ two separate invoices, one relating to the undisputed amount(s) of the original invoice, and the other relating to the disputed amount(s) of the original invoice. Océ shall pay the invoice relating to the undisputed amount(s) without delay, but in any case within fifteen (15) days of receipt of such invoice. Any statutory or contractual suspension right(s) in connection with payment of the invoice relating to the disputed amount(s) shall be in full force and unaffected. To the fullest extent permissible by law, any statutory or contractual suspension right(s) in connection with the performance of (part of) the Services shall be excluded.

Article 5: Undertakings, Representations, and Warranties

1. Supplier undertakes (a) to continuously acquire all necessary knowledge and comply with all rules and regulations, as applying to the performance and execution of the Services from time to time; (b) to regularly report about the progress of the performance and execution of the Services to the Océ contact person; (c) to submit to Océ a copy of (i) its articles of association, (ii) by-laws, and (iii) certificate of value added taxation registration promptly upon request; (d) to maintain a sufficient (i.e. adequate in view of the Services (to be) performed under an Assignment) comprehensive insurance with a reputable insurer at least covering (i) bodily injury, damage to property, as well as company liability, and (ii) all risks that require mandatory coverage under applicable law; and (e) to transfer and assign to Océ any insurance payment under Supplier's insurance in connection with Supplier's liability under an Assignment without any deduction or set-off in any way whatsoever.

2. Supplier represents and warrants that (a) it is duly organised and incorporated under the laws of its country of residence and registered for the purpose of value added taxation; (b) it shall comply with applicable data protection law; and (c) it shall carry out each Assignment to be performed by it in accordance with these standard terms and conditions, with a high degree of professional skill, with due care and in due time.

Article 6: Confidentiality

1. Parties acknowledge that in the performance of Supplier's obligations hereunder, parties as well as their employees and professional advisors may have access to Confidential Information. Parties acknowledge that such Confidential Information (whether or not proprietary to the relevant disclosing party) is private and highly confidential, and that a breach of the prohibition on disclosure of Confidential Information set forth in this article may result in serious and irreparable harm to the disclosing party.

2. Each party agrees, unless it has received prior written consent authorising a specific exception or group of exceptions, that it shall, for the period starting directly at receipt or access to any Confidential Information, and ending three (3) years after termination of the relevant Assignment: (a) not use any Confidential Information received for any other purpose than for the purpose, for which the Confidential Information was received; (b) prevent any disclosure of Confidential Information to any third party; and (c) restrict circulation of the Confidential Information to such of its employees and professional advisors as (i) have a need to know in connection with the purpose, for which the Confidential Information was

received, (ii) have agreed in writing to maintain confidentiality of Confidential Information, or are subject to similar confidentiality provisions in separate agreements, and (iii) to the extent that a recipient is not an employee or a director of the receiving party, whose name and function shall have been communicated to the owner of the Confidential Information prior to such circulation.

3. Supplier shall ensure that (i) each Temporary Worker intended to be assigned to Océ under a specific Assignment, shall duly sign and execute a secrecy declaration, and (ii) such secrecy declaration shall be in the possession of Océ prior to the start of the relevant Assignment.

4. The obligations set forth in section 2 above shall not apply with respect to any Confidential Information which (a) is or becomes part of the public domain without violation of the Assignment; (b) can be proven to be known and on record at the disclosing party's disposal prior to the first occasion of access to such Confidential Information in connection with an Assignment, it being understood that this exception will not apply to any Confidential Information which was prepared by or on behalf of parties for each other in connection with the Services; (c) can be proven to have been lawfully obtained by the disclosing party from a third party who was free to disclose such information; or (d) can be proven to have been independently developed by the disclosing party without the benefit of any access or reference to the Confidential Information.

5. Notwithstanding the confidentiality obligations imposed in this article, parties shall be authorised to disclose Confidential Information at the order of any competent court of law or competent official regulatory authority, provided that (i) such disclosure is covered by a protective order which adequately protects the interests of the owner of the Confidential Information and (ii) the disclosing party has given prompt written notice to the owner of the Confidential Information before such disclosure occurs sufficiently in time to allow the owner of the Confidential Information to prevent such disclosure through appropriate legal means.

6. Parties are required at their own initiative to either return, or verifiably destroy all tangible Confidential Information, including any summary, transcription, or reduction prepared by each party or its employees of oral or written information received or acquired in connection with an Assignment, unless to the extent that the continued possession of such Confidential Information would be required for the purpose, for which the Confidential Information was received.

Article 7: Material and Intellectual Property Rights

1. Any Material provided by Océ to Supplier in connection with the provision of the Services under an Assignment shall remain the exclusive property of Océ, or, to the extent applicable, the licensor(s) or supplier(s) thereof, and shall be provided to Supplier solely on base of loan (*bruikleen*) or (sub)license respectively. Such Material may only be used by Supplier for performance of, and in connection with, the Services. Promptly upon the earlier of (a) completion of an Assignment, (b) termination of an Assignment, irrespective of the reason(s) thereof, or (c) a written request by Océ, Supplier shall return such Material, including any copies made thereof, to Océ.

2. The Parties acknowledge that it may be necessary for Supplier to retain a copy of certain Materials (including documents and materials generated by Supplier under an Assignment of Océ) for the purpose of any future Assignment to be granted by Océ to Supplier. Supplier agrees that any such retention of Material shall at all times require the prior written approval of Océ and shall be subject to the provisions of this article. Supplier explicitly waives any claim that may be made on a retention of title with regard to any such Material.

3. Intellectual Property Rights pertaining to any Material of Océ, but made available to Supplier under an Assignment, shall remain the property of Océ, or, to the extent applicable, its licensor(s) or supplier(s). Supplier shall be expressly prohibited from copying, reproducing and/or publishing any part of this Material, or from making it available in any way to any third party, without written permission from Océ.

4. Intellectual Property Rights pertaining to any Material of Supplier existing prior to entering into an Assignment, shall remain the property of Supplier, or, if applicable, its licensor(s), provided, however, that Océ shall have a perpetual license (free of charge) to use and sublicense such Material in whole or in part.

5. Océ shall be entitled to use (free of charge) all methods generated under and results ensuing from any Assignment for its own purposes, irrespective of (early) termination of such Assignment. Any Intellectual Property Rights with respect to such results shall rest exclusively with Océ. To the extent that any Intellectual Property Right on methods generated under and results ensuing from any Assignment would not automatically by law accrue to Océ by virtue of such Assignment, such Intellectual Property Right shall be deemed to be transferred in advance (*levering bij voorbaat*) by Supplier to Océ through execution of this Agreement.

6. Upon completion of each Assignment, Supplier shall deliver to Océ all Materials generated or developed under or in connection with such Assignment, and shall

transfer the ownership of such Materials, including all pertaining Intellectual Property Rights, to Océ. To the extent legally possible, such ownership shall be deemed to be transferred in advance (*levering bij voorbaat*) by Supplier to Océ through execution of this Agreement.

7. Supplier shall provide any co-operation that Océ may reasonably require in respect of or in connection with the transfer, acquisition, power of disposition over and maintenance of the relevant Intellectual Property Rights.

8. Supplier acknowledges that in respect of the delivery and transfer referred to in this article, no consideration or reimbursement shall be due by Océ, as such is deemed to be comprised in the rates.

9. Supplier represents and warrants that all Materials generated by it under any Assignment shall be new and original, and shall not infringe any third party Intellectual Property Right. Supplier shall, at its expense, defend or settle any claim, suit or proceeding brought against Océ, to the extent that such claim, suit or proceeding is based on the assertion that the Materials delivered to Océ under this Agreement infringe any Intellectual Property Right of a third party (an "IPR Claim"). Supplier shall indemnify Océ against and hold Océ harmless for any costs, expenses, and damages (including reasonable legal fees) incurred by Océ and attributable to such IPR Claim. Supplier's obligations pursuant to this section shall be subject to Océ (i) notifying Supplier promptly in writing of such IPR Claim after Océ has received written notice thereof; (ii) furnishing Supplier with copies of all communications and documents relating to the IPR Claim; and (iii) giving Supplier full and sole authority to defend or settle such IPR Claim. Upon Supplier's written request, Océ shall provide necessary and reasonable assistance and co-operation in any defence or settlement of an IPR Claim, provided that reasonable out-of-pocket expenses (including legal fees) incurred by Océ in connection with such assistance and co-operation shall promptly and fully be reimbursed by Supplier. The obligation to defend and indemnify pursuant to this section shall not apply if the alleged infringement relates to services not provided by Supplier or by an approved subcontractor of Supplier, or if it relates to alterations made by Océ to the Services provided by Supplier.

10. If, subject to the provisions of the previous section, an IPR Claim is brought or alleged against Océ, Supplier shall ensure the continued, undisturbed, and free use by Océ of the Material(s) affected by such IPR Claim by – at Supplier's option, but in each case upon approval of Océ, which shall not be unreasonably withheld – either (a) procuring for Océ (an) appropriate license(s) on the third party Intellectual Property Right(s) underlying such IPR Claim, or (b) replacing or modifying the Material(s) so as to not infringe a third party's Intellectual Property Right(s) while conforming as closely as possible to original specifications, provided, however, that costs and expenses incurred by Supplier associated with any of the options (a) or (b) shall be absorbed fully by Supplier, and Supplier covenants that such costs and expenses shall not, directly or indirectly, be included or discounted in (any future (re)negotiation on or increase of) the rates.

Article 8: Liability

1. Except as explicitly set forth otherwise in these standard terms and conditions, neither party shall be liable to the other party for any indirect, special, incidental, punitive, or consequential loss or damage, even if such party has been informed of the possibility that such loss or damage would or could arise.

2. The limitation of liability as set forth in section 1 shall not apply to (a) loss or damage resulting from (i) a breach of any prohibition on disclosure of Confidential Information, (ii) death or bodily injury caused by a party, any of its officers, directors, employees, agents, subcontractors, vendors, suppliers, or distributors, and (iii) fraud, gross negligence, or wilful misconduct; or (b) any vicarious tax liability or recipient's liability.

3. Supplier shall indemnify Océ against, and hold Océ harmless for claims from third parties relating to tort, breach of contract or circumstances, which on the basis of an Assignment are for the account of Supplier. In such event, the limitations of liability set forth herein shall not apply.

4. Supplier shall be solely responsible for any and all income tax, social insurance contribution or other legal contributions due pursuant to Supplier rendering the Services. Supplier shall indemnify Océ against, and hold Océ harmless for any loss, costs, expenses, or damages arising out of or in connection with any non-payment by Supplier of any such contribution.

Article 9: Data Protection

1. Supplier shall comply in all material respects with the EU data protection and privacy legislation as well as any local laws on data protection and privacy in the EU member states, in force from time to time and applicable to the provision of Services, and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the other party of the same.

2. Supplier further agrees to: (a) use best endeavours to protect any personal data supplied to Supplier by Océ ("Personal Data") from and against any unauthorised

or unlawful processing and against any loss or damage whilst in Supplier's possession or control; (b) use Personal Data solely for the purpose of performing Supplier's obligations or as otherwise instructed in writing by a director of Océ; (c) ensure that only suitable and adequately trained staff have access to Personal Data and that they are contractually bound to treat Personal Data confidential; (d) permit Océ upon reasonable prior notice, to inspect and audit Supplier's processing activities hereunder and comply with all requests or directions by Océ to enable Océ to verify that Supplier is in full compliance with its data protection obligations; and (e) immediately notify Océ in writing of any breach or alleged breach of the data protection and/or privacy laws or its obligations hereunder.

3. Supplier agrees to indemnify Océ against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Océ, which arise directly or indirectly out of or in connection with Supplier's data processing activities.

Article 10: Miscellaneous

1. Supplier may not refer, directly or indirectly to Océ or use any of Océ's trade names, trade marks, logos, service marks, or other proprietary marks in any matter, including, but not limited to, advertising, publicity, promotional materials, press releases, or customer lists, unless after prior written approval of the Corporate Communications department of Océ.

2. Supplier shall not be entitled to make use of the services of third parties (e.g. subcontractors) in connection with any Assignment, unless after having received Océ's prior written approval. Supplier shall always remain liable and responsible for the performance of the obligations by such subcontractors under the relevant Assignment.

3. Supplier may not assign, transfer, or sub-license any rights and obligations under or pursuant to an Assignment without the prior written approval of Océ. Océ shall be permitted to assign this Agreement to any of its affiliated companies for reorganization purposes without the approval of Supplier. Océ shall provide written notice to Supplier of such assignment.

4. Supplier shall fulfil and continue to fulfil its tax obligations in respect of withholding and paying wage tax, value added tax and any other taxes and social security contributions on the basis of the applicable legislation.

5. Supplier shall comply in all material respects with the EU data protection and privacy legislation as well as any local laws on data protection and privacy in the EU member states, in force from time to time and applicable to the provision of Services, and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the other party of the same.

6. Supplier undertakes to have its officers, directors, employees, agents, subcontractors, vendors, suppliers, and distributors observe the legal safety regulations, the safety regulations in force within Océ's business, and the instructions given by the safety officers of Océ.

7. Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.

8. Any dispute between the parties which may arise out of or in connection with an Assignment that the parties are unable to settle amicably in mutual consultation, shall be submitted exclusively to the competent court of Roermond, the Netherlands.

9. These standard terms and conditions as well as any Assignment governed by it shall be exclusively governed and construed in accordance with the laws of the Netherlands.