

General conditions for providing services and performing assignments by WesselinkVanZijst BV (2021)

Article 1. Assignment

- a. Every agreement between WESSELINKVANZIJST BV and the Client for performing assignments, as well as all proposals, offers and services are governed by these general conditions.
- b. In these conditions, an assignment means an assignment, instruction or order, in whatever form and however named, awarded, given or placed by the Client. Verbal arrangements are valid only after WESSELINKVANZIJST BV confirms them in writing. Awarding an assignment is considered as acceptance of these conditions. If the Client does not accept the offer, WESSELINKVANZIJST BV may charge the Client for the costs involved in submitting it, provided that WESSELINKVANZIJST BV has previously informed the Client in writing of the existence and overall extent of these costs and the Client did not explicitly object to this. Provisions of the Client's regulations relating to topics covered by these general conditions do not apply to the agreement between the Parties, unless WESSELINKVANZIJST BV gives its express consent.

Article 2. Performance and execution of projects

- a. WESSELINKVANZIJST BV undertakes to perform the advisory or research service described in the assignment. It is not obliged to achieve an economic result for the Client. During the assignment, WESSELINKVANZIJST BV may make those amendments that appear necessary to it during performance, provided that these amendments do not detract from the original assignment. Amendments will be reported to the Client in writing.
- b. The assignment will be performed at the rates mentioned in the accepted offer unless another arrangement has been agreed in the offer or in our confirmation of the assignment letter.
- c. WESSELINKVANZIJST BV shall provide the Client with reports containing the advice or research results in triplicate, in accordance with the assignment.
- d. If there are demonstrable errors or ambiguities in a description or statement in the assignment, even after the acceptance of any offer or award of an assignment, no agreement will be concluded by the Client on that basis, even if the Client is unaware or cannot be aware of the error. WESSELINKVANZIJST BV is not liable for any resultant damage that may arise from this. If this circumstance occurs, WESSELINKVANZIJST BV shall notify the Client within 14 days of acceptance of the offer, stating that no agreement has been concluded.

Article 3. Payment conditions

- a. In principle, the fee and costs will be charged to the Client on a monthly basis, unless another period has been agreed in writing. The payment term for the fees to be paid by the Client, and the obligation to reimburse other expenses, is 30 days after the invoice date for interim invoices and 45 days after the invoice date for the final invoice. After this date, WESSELINKVANZIJST BV may charge statutory interest with no need for a notice of default. Payment must be made to WESSELINKVANZIJST BV's bank account as specified on the invoice. If the Client is in default or otherwise fails to fulfil its obligations, it will be liable for all reasonable costs of obtaining payment, both judicial and extrajudicial, subject to a minimum of €350.00 excluding VAT.
- b. Unless the Parties expressly agree otherwise, the Client may not invoke setoff, i.e. compensation, for any reason, and is not entitled to any deduction or discount, to apply the right of retention or to suspend performing any of its obligations. The following provisions apply to assignments performed on the basis of time and expenses:
 1. WESSELINKVANZIJST BV may pass on the usual price increases by adjusting hourly rates on 1 January of each year. Interim rate changes will be charged immediately to the Client.
 2. The expenses to be reimbursed by the Client include at least the travel expenses of WESSELINKVANZIJST BV's employees, as well as costs for accommodation, catering, printing, postage and courier services, payment of other services and costs of materials for the purpose of the assignment.
 3. A 15% administration and handling charge will be added to the costs under this paragraph. The Client shall reimburse WESSELINKVANZIJST BV the total amounts of telephone, fax and telex costs with 5% of the total payment for projects in the Netherlands and 8% of the total payment for projects outside the Netherlands. The total payment mentioned here is derived from the fee and the specified costs. Time required for travel will be charged at the normal hourly rate. WESSELINKVANZIJST BV's fee will be increased by 30% if the research or advisory services are provided for the purpose of legal or arbitration proceedings. The same increase applies if a WESSELINKVANZIJST BV employee attends such proceedings as an expert at the Client's request or a meeting on the Client's behalf. If the Client does not announce this more than 48 hours in advance, an increase of 50% is required. Statutory turnover tax has to be added to the invoices.
- c. WESSELINKVANZIJST BV reserves the right to request an advance payment and to submit interim invoices. If the Client does not comply with the payment conditions referred to in this article, WESSELINKVANZIJST BV may withdraw from the assignment or perform the services for the assignment only to the extent that it has been paid an advance. WESSELINKVANZIJST BV shall observe a seven-day notice period in these cases.
- d. If one or more training days are cancelled, the Client must reimburse WESSELINKVANZIJST BV for the costs of the reserved training days as follows:
 - from 30 to 15 days before the first training day: 50%;
 - up to 14 days before the first training day: 100%.
- e. If the Client requested WESSELINKVANZIJST BV to organise the venue for the training course and the Client cancels training on a reserved date, the Client must reimburse WESSELINKVANZIJST BV for the costs of the venue based on the cancellation rules of that venue.

Article 4. Term and termination

- a. In principle, the term or duration of the assignment is open-ended. Stated delivery periods are target periods. If they are exceeded, the Client has no right to compensation or termination, or not to comply with one of its obligations under the

assignment. From a financial perspective, the assignment is concluded as soon as the Client has approved the final settlement statement within the stipulated 30-day period.

- b. The Parties may unilaterally terminate the agreement early if either Party believes that the assignment cannot be performed in accordance with the offer. This must be substantiated and communicated in writing. If the Client decides to terminate early, WESSELINKVANZIJST BV will be entitled to compensation based on its average monthly invoices. If one Party is declared bankrupt or liquidated, applies for a moratorium on the payment of debts or discontinues business operations, the other Party may terminate the assignment without observing a notice period, subject to all its rights.

Article 5. Liability

- a. WESSELINKVANZIJST BV cannot be held liable for any failure that was unforeseeable to it. In that case, the amount of any liability will be limited to the amount paid by WESSELINKVANZIJST BV's liability insurance.
- b. WESSELINKVANZIJST BV will be liable for damage caused to third parties as a result of a project it performs, only up to the extent of the Client's assignment, insofar as the Client fulfils its obligations under the assignment.
- c. The Client is liable for all damage, costs and interest arising from circumstances attributable to the Client that delay the start or progress of the work to be performed by WESSELINKVANZIJST BV. If force majeure prevents WESSELINKVANZIJST BV from fulfilling its obligations under an agreement, it will be released from all obligations without the Client being entitled to any compensation for damage, reimbursement of costs or interest, of whatever nature. WESSELINKVANZIJST BV shall notify the other Party of any force majeure situation as soon as possible.

Article 6. Duty of confidentiality

WESSELINKVANZIJST BV undertakes to keep confidential all matters and documents that it becomes aware of in connection with the Client's assignment, unless the Client has released WESSELINKVANZIJST BV from this duty of confidentiality, or the Client has already put these matters and/or documents in the public domain or they could already be public knowledge. However, WESSELINKVANZIJST BV may use the services performed for the Client for acquisition purposes.

Article 7. Provision of information

The Client shall ensure that WESSELINKVANZIJST BV receives all the documentation it needs to perform the assignment on time. WESSELINKVANZIJST BV must also be advised of information that could be relevant to the progress of the project and that becomes known before the assignment is granted or during the performance of the assignment.

WESSELINKVANZIJST BV may assume that the information and data provided by the Client are complete and correct. WESSELINKVANZIJST BV is not liable for damage of any nature if it has relied on incorrect and/or incomplete information provided by the Client.

If the Client fails to comply with its obligations, WESSELINKVANZIJST BV reserves the right to cancel the assignment with a ten-day notice period. The Client must reimburse the costs incurred up to that date or pay a proportional amount for the services provided up to that date.

Article 8. Hiring third parties

- a. Third parties can be involved in performing the assignment by agreement only.
- b. During the performance of the assignment and within one year of its termination, neither Party may employ personnel of the other Party or negotiate with such personnel about employment, without consulting the other Party.

Article 9. Intellectual property rights

Unless the Client and WESSELINKVANZIJST BV have agreed otherwise in writing and in advance, the Client undertakes to use the supplied expertise and other written reports of WESSELINKVANZIJST BV for its own purposes only.

Any copyright or other intellectual property rights that arise during the performance of the project will remain in the name of WESSELINKVANZIJST BV. WESSELINKVANZIJST BV's consent is required for disclosure. WESSELINKVANZIJST BV may always take independent action against third-party infringements of its intellectual property rights.

Article 10. Effectiveness clause

If one of the articles of these general conditions is invalid or declared void, the validity of the other conditions will not be affected. For the purpose of the assignment and the general conditions, the invalid provision will be replaced by a provision that most closely approximates the Parties' purpose.

Article 11. Jurisdiction and applicable law

- a. The contractual relationships between the Client and WESSELINKVANZIJST BV, and all associated rights and obligations arising from the assignment, are governed exclusively by Dutch law. The courts of the place where WESSELINKVANZIJST BV has its registered office, namely Utrecht, have jurisdiction.
- b. **Arbitration clause**
Any disputes that arise from performing the assignment or ensuing assignments or agreements, will be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam. Disputes may always be brought before the President of the District Court.