

1 General

In these general terms and conditions, the following terms shall have the following meanings:

- 1.1 Principal: the party commissioning the Assignment;
- 1.2 Contractor: Significant Group bv or the subsidiary companies Significant Public bv, Significant Synergy bv, Significant APE bv or Significant Insights bv.
- 1.3 Contract: the Agreement, in which the Contractor undertakes vis-à-vis the Principal to carry out the Assignment.

2 Applicability

- 2.1 These general terms and conditions shall be applicable to all contracts concluded between the Principal and the Contractor, to all proposals made by the Contractor, and to all types of services rendered by the Contractor to the Principal, save in so far as the quotation or Assignment Letter deviates from these general terms and conditions.
- 2.2 The Contractor expressly rejects the applicability of the Principal's general terms and conditions.

3 Conclusion of the Contract

- 3.1 All proposals made by the Contractor shall be without obligation, unless expressly stated otherwise.
- 3.2 The Contract shall be comprised of these general terms and conditions together with the Assignment Letter. The Contract is concluded when the Assignment Letter, signed by both the Contractor and the Principal, has been returned to the Contractor. As long as the Assignment Letter has not been returned to the Contractor, the Contractor reserves the right to deploy its (human) resources elsewhere. The Assignment Letter is based on the information provided to the Contractor by the Principal at the time of preparation of said Assignment Letter. The Assignment Letter is deemed to accurately and fully reflect the Contract.
- 3.3 If the Assignment was commissioned verbally, or if a signed copy of the Assignment Letter has not been (yet) been received by the Contractor, the Contract is deemed to be concluded under these general terms and conditions as soon as the Contractor begins carrying out the Assignment at the Principal's request.
- 3.4 The Contract shall supersede all earlier proposals, correspondence, arrangements or other communication, written or verbal.
- 3.5 The Contract shall be concluded for an indefinite period of time, unless the substance, nature or purpose of the Assignment indicates that it has been concluded for a definite period of time.

4 Co-operation by the Principal

- 4.1 The Principal shall ensure that all data and documents that the Contractor considers necessary for the proper performance of the Assignment, are placed at the disposal of the Contractor in good time and in the desired format and manner.
- 4.2 The Principal shall ensure that Contractor is immediately notified of any facts and circumstances that may be relevant to the proper performance of the Assignment.
- 4.3 Unless the nature of the Assignment entails differently, the Principal shall be responsible for the accuracy, completeness and reliability of the data and documents placed at the disposal of the Contractor, including data and documents that originate with third parties.
- 4.4 The Principal shall ensure that the Contractor is provided with office space and other facilities that the Contractor considers necessary or useful for the performance of the Assignment and that comply with all relevant (statutory) standards. These facilities include the use of computers, telephones and fax machines. Regarding all such (ICT-)facilities, the Principal is obliged to ensure continuity, by providing adequate back-up, security and virus-check procedures and other such measures. The Contractor shall apply virus-check procedures whenever the Contractor uses the Principal's facilities.
- 4.5 Unless the nature of the Assignment entails differently, the Principal shall deploy all staff that the Contractor considers necessary in order to enable the Contractor to carry out the Assignment adequately. Should specific staff be necessary, this shall be agreed and laid down in the Assignment Letter. The Principal shall ensure that the staff deployed have the proper skills and experience for performance of the activities required for the Assignment. Any additional costs arising from a failure by the Principal to provide the requested data, documents, facilities and/or staff, or from a failure to provide any of the same in good time or in the proper fashion, shall be borne by the Principal.
- 4.6 Principal and Contractor both guarantee to comply with the requirements of the applicable laws and regulations concerning the processing of personal data and guarantee the application if appropriate technical and organizational measures. The processing of personal data, as relevant for the Contract, meets the requirements of the General Data Protection Regulation (GDPR) of the rights of the data subject(s) are guaranteed. If relevant for the Contract, dealing in any way with the processing of personal data, Principal and Contractor both agree on a Processer Agreement, provided by Contractor.

5 Performance of the Assignment

- 5.1 All activities performed by the Contractor shall be carried out to the best of its knowledge and ability and in accordance with professional standards. Unless expressly stated otherwise, the Contractor is only under an obligation regarding the effort expended in the performance of the Assignment.
- 5.2 The Contractor shall determine the manner in which the Assignment will be performed, and which employees shall do so, but shall in doing so take into the fullest possible consideration any demands made by the Principal. If the Assignment Letter specifies particular employee(s), the Contractor shall endeavour to ensure that the relevant employee(s) remain available for the performance of the activities for the full duration of the Assignment. Notwithstanding the aforementioned, the Contractor has the right to replace such employee(s) in consultation with the Principal.
- 5.3 The Contractor cannot carry out any activities in addition to those commissioned and bill these to the Principal unless the Principal has given its prior consent.
- 5.4 In the event that the Principal wishes to involve third parties in the performance of a substantial part of the Assignment, it shall only proceed to do so after having reached agreement with the Contractor on this subject, as the direct or indirect involvement of any third party in the performance of the Assignment may have a material impact on the Contractor's ability to properly carry out the Assignment. The provision in the previous sentence shall apply mutatis mutandis to the Contractor.

- 5.5 The Contractor shall keep a work file for the Assignment, which includes photocopies of relevant documents. The work file is the property of the Contractor.
- 5.6 If it has been agreed that the Assignment will be carried out in stages, the Contractor may postpone the performance of activities belonging to a subsequent stage until the Principal has approved in writing the results of the preceding stage.

## 6 Confidentiality

- 6.1 Unless any provision of law, rule or other (professional) regulation makes disclosure obligatory, the Contractor and the employee(s) deployed by the Contractor are obliged to observe confidentiality with regard to third parties with respect to confidential information obtained from the Principal. The Principal may grant dispensation from this obligation.
- 6.2 Unless written permission has been granted by the Principal, the Contractor is not entitled to use the confidential information placed at its disposal by the Principal for any purpose other than the purpose for which it was obtained. An exception is made in cases in which the Contractor acts for itself in disciplinary, civil or criminal proceedings where the aforementioned confidential information may be relevant.
- 6.3 Unless any provision of law, rule or other (professional) regulation obliges the Principal to make disclosure or the Contractor has given the Principal prior written permission for disclosure, the Principal shall not disclose to third parties the contents of reports, recommendations or other communications, written or otherwise, made by the Contractor.
- 6.4 The Contractor and the Principal shall impose their obligation pursuant to this article on any third parties they engage.
- 6.5 The Contractor shall be entitled to give a general description of the activities performed in the Assignment to (prospective) clients of the Contractor, provided this only serves to indicate the Contractor's experience. This is not deemed contrary to the provisions of Articles 6.1 and 6.2.

## 7 Intellectual property

- 7.1 The Contractor reserves all intellectual property rights concerning intellectual products that it uses or has used and/or develops and/or has developed within the context of the performance of the Assignment, and in respect of which it owns or may assert copyrights or other intellectual property rights.
- 7.2 The Principal is expressly prohibited from reproducing, disclosing and/or exploiting such products, including computer programs, system designs, methodologies, recommendations, (model) contracts and other intellectual products of the Contractor, all this in the broadest sense of the word, whether or not through engagement of third parties. Any reproduction and/or disclosure and/or exploitation is only permitted subject to prior written permission given by the Contractor. The Principal may reproduce the written documents for its own use within its own organisation, to the extent this is in accordance with the aim of the Assignment. In the event of premature termination of the Assignment, the above shall apply mutatis mutandis.

- 7.3 If, in the course of an Assignment, an intellectual product is delivered that has been especially developed for the Principal and if this has been designated as such in the Assignment Letter, then the Principal shall obtain the intellectual property rights to this product, provided that the Principal grants the Contractor non-exclusive, global and permanent rights to freely use, copy, process, amend, sublicense and/or market the said intellectual product.

## 8 Fee

- 8.1 If in the period between the conclusion of the Contract and full completion of the Assignment, there is a change in pricing factors, such as salaries and/or material prices, the Contractor may adjust the previously agreed fee accordingly.
- 8.2 The Contractor's fee is exclusive of the Contractor's out-of-pocket expenses, travel and accommodation expenses and expenses to be reimbursed for third parties engaged by the Contractor, unless otherwise agreed in the Assignment Letter.
- 8.3 All rates are exclusive of turnover tax and any other government levies.

## 9 Payment

- 9.1 Payment by the Principal shall be made within fifteen days after the invoice date, without deductions, discounts or debt settlement. Payment shall be made in the currency indicated on the invoice by transfer to the bank account stated by the Contractor. Objections to the amount invoiced do not exempt the Principal from an obligation to pay.
- 9.2 If the Principal fails to pay within the period mentioned in 9.1, the Principal is in default by operation of law after having been reminded at least once by the Contractor to pay within a reasonable period. In that event, the Principal is liable for interest on the amount payable from the due date up until the date of payment, at a rate equal to the financing interest rate as used by the European Central Bank plus 7%. In addition, the Principal is liable for all judicial and extrajudicial costs of debt collection. The extrajudicial costs shall be fixed as at least 15% of the principal amount and interest, without prejudice to the Contractor's right to claim actual extrajudicial costs exceeding that amount. The judicial costs comprise all costs incurred by the Contractor, even if they exceed the statutory liquidation rate.
- 9.3 If the Contractor believes that the Principal's financial position or payment conduct justifies such a request, the Contractor may require the Principal to provide immediate (additional) security in a manner to be determined by the Contractor, and/or to make an advance payment. If the Principal fails to provide the required security, the Contractor shall be entitled, without prejudice to any other rights, to immediately suspend the execution of the Assignment. Moreover, all amounts owed by the Principal to the Contractor, for whatever reason, shall become immediately payable.
- 9.4 In the event of jointly commissioned Assignments, the Principals shall be jointly and severally liable for full payment of the invoice amount, to the extent that the activities were carried out for the benefit of the joint Principals.

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\* The General Terms and Conditions of Significant Group bv, filed at the Chamber of Commerce, no. 39081506, June 2019. This document is a translation. In the event of any dispute over the interpretation of any terms or conditions, the official Dutch language version shall prevail.

- 10 Complaints
- 10.1 In the event of complaints concerning the activities performed and/or the invoice amount, the Principal shall notify the Contractor in writing no later than 30 days after the date on which the documents or information to which the Principal's complaint pertains were sent, or no later than 30 days after the discovery of the shortcoming if the Principal can demonstrate that it could not reasonably have discovered the shortcoming before that time.
- 10.2 Complaints as referred to in 10.1 do not exempt the Principal from the obligation to pay. Under no circumstances shall a complaint entitle the Principal to postpone or refuse payment for any service by the Contractor that does not pertain to the complaint.
- 10.3 If a complaint has been made for good cause, the Principal shall have the choice between reduction in the fee charged, improvement or repeated performance of the rejected work free of charge, or full or partial non-performance of the Assignment or the remaining part of the Assignment with proportional reimbursement of the fee already paid by the Principal.
- 11 Delivery period
- 11.1 If it has been agreed that the Principal is to make an advance payment, or if the Principal is to provide information and/or materials required for performance of the Assignment, the period within which the Assignment activities are to be completed shall not commence until the date that the advance payment has been received in full by the Contractor, or the information and/or materials have been placed at the Contractor's disposal in their entirety.
- 11.2 Because the duration of the Assignment may be influenced by a variety of factors, such as the quality of the information provided by Principal and the co-operation extended, the due dates when the activities must be completed may only and exclusively be considered as firm deadlines if such has been expressly agreed in writing.
- 11.3 Unless it has been established that performance of the Assignment is and will continue to be impossible, the Principal cannot terminate the Contract for failure to meet a deadline, except when the Contractor also does not perform, or only partially performs, the Assignment within a reasonable period of which the Contractor has been notified in writing after the expiry of the agreed delivery date. Dissolution shall then be allowed pursuant to Book 6, Section 265, of the Dutch Civil Code.
- 12 Termination
- 12.1 The Principal and the Contractor may terminate the Contract at all times by registered post with due observance of a reasonable term of notice, unless termination on that date would not be considered reasonable or fair.
- 12.2 The Contract may be (prematurely) terminated by either party by registered post without observing a term of notice if the other party is unable to pay its debts or if a bankruptcy trustee, receiver or liquidator has been appointed, the other party reschedules its debts, or for any other reason ceases the conduct of its business, or if the terminating party reasonably considers any of the aforementioned circumstances likely to occur, or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 12.3 If the Principal (prematurely) terminates the Contract, the Contractor shall be entitled to compensation for demonstrable loss due to underutilization of its staff, as well as for the additional costs reasonably incurred by it as a result of the premature termination of the Contract (such as costs of subcontracting), unless the Contract is terminated due to any facts and circumstances imputable to the Contractor. If the Contractor (prematurely) terminates the Contract, the Principal shall be entitled to co-operation from the Contractor in the transfer of the activities to a third party, unless the Contract is terminated due to any facts and circumstances imputable to the Principal. In all cases of termination, the Contractor shall continue to be entitled to payment of the fees for activities it has carried out up to the termination date, and the preliminary results of the activities carried out until such date shall be placed at the disposal of the Principal, subject to fulfillment by the Principal of its obligations. To the extent that the Contractor incurs additional costs in transferring the activities, such costs shall be borne by the Principal.
- 12.4 Upon termination of the Contract, each of the parties shall immediately hand over all goods, objects and documents in its possession and owned by the other party to that party.
- 13 Liability
- 13.1 The Contractor shall carry out its activities to the best of its ability and shall observe the due care to be expected from the Contractor. If any error is made due to incorrect or incomplete information provided to the Contractor by the Principal, the Contractor shall not be liable for any damage caused by that error. If the Principal demonstrates that it has suffered loss due to an error made by the Contractor that would have been avoided if due care had been observed, the Contractor shall be liable for the loss caused, up to a maximum amount equal to the fee paid to the Contractor by the Principal, exclusive of value added tax, in respect of which a series of events shall be considered as a single event, save in the event of wilful intent or gross negligence on the part of the Contractor. For Assignments with a completion time of more than six months, the liability referred to in this clause shall be limited to a maximum of the fees received by the Contractor from the Principal for its activities in the final six months of the Assignment. The Contractor shall under no circumstances be liable for any indirect loss, loss due to delays, loss of profits or immaterial damages.
- 13.2 The Principal shall indemnify the Contractor against any claims asserted by third parties for loss incurred due to incorrect or incomplete information provided to the Contractor by the Principal. The Principal shall also indemnify the Contractor against claims asserted by third parties for infringement of intellectual property rights or other third-party rights concerning material provided to the Contractor by the Principal in the context of the Assignment.
- 13.3 The limitation of liability stipulated in this clause shall also apply to any third parties engaged by the Contractor for the performance of the Assignment, who may thus rely directly on this limitation of liability.
- 14 Assumption of contract /indemnification
- 14.1 The Principal may not transfer the Contract or any of the obligations therein to any third party, other than with the express consent of the Contractor. The Contractor may attach conditions to such consent. Regardless of this, the Principal undertakes in the event of a transfer to transfer all the relevant obligations, including payment obligations, under the Contract and these general terms and conditions to such third party. The Principal shall at all times remain liable, along with such third party, for the obligations under the Contract and these general terms and conditions, unless expressly agreed otherwise by the parties.
- 14.2 The Principal shall indemnify the Contractor against all claims asserted by third parties that may arise from a failure by the Principal to perform, or to perform correctly, any obligation under the Contract and/or these general terms and conditions.
- 15 Use of the Internet
- During the performance of the Assignment and at the request of either party, the Principal and the Contractor may communicate with each other by means of electronic mail. Both the Contractor and the Principal acknowledge that the use of electronic mail carries risks such as - but not limited to - distortion, delay and viruses. The Principal and the Contractor hereby confirm to each other that they shall not be liable for any loss arising from the use of electronic mail incurred by either or both of them. Both the Principal and the Contractor shall - in as far as can be reasonably expected - carry out measures or refrain from specific actions in order to prevent the occurrence of the aforementioned risks. In the event of doubt concerning the accuracy of the electronic mail received by the Principal or the Contractor, the contents of the electronic mail sent by the sender shall be decisive.
- 16 Terms of forfeiture
- Insofar as nothing to the contrary is provided in the Contract, any and all rights of action and other entitlements of the Principal vis-à-vis the Contractor shall lapse exactly one calendar year after the date of an occurrence which entitles the Principal to exercise such rights or entitlements with respect to the Contractor.
- 17 Waiver of rights
- Any failure by the Contractor to immediately enforce any of its rights or entitlements shall not influence or limit the rights or entitlements of the Contractor under the Contract. Any waiver of rights under any provision, term or condition in the Contract shall only apply if recorded in writing.
- 18 Conversion
- If and insofar as any provision of the Contract cannot be invoked for reasons of reasonableness and fairness, or due to its unreasonably onerous nature, the substance and purport of the relevant provision shall in any event be construed as having a meaning that is as similar as possible and may then be invoked.
- 19 Subsequent effect
- The provisions in the Contract that are explicitly or tacitly meant to survive upon its termination shall remain in full force and effect and continue to bind both parties.
- 20 Conflicting clauses
- In the event that these general terms and conditions and the Assignment Letter contain conflicting clauses, the clauses contained in the Assignment Letter shall prevail.
- 21 Restriction on staff transfers
- During the performance of the Assignment and for a period of one year after completion of the Assignment, neither of the parties may employ employees who are or were involved with the performance of the Assignment on behalf of the other party, nor may they negotiate with such employees about employment other than in consultation with the other party. The party that employs an employee or employees of the other party in violation of this non-solicitation clause shall be required to compensate that other party for at least the recruitment costs the other party will have to incur in order to recruit a replacement employee or replacement employees.
- 22 Applicable law and competent court
- 22.1 All Contracts between the Principal and the Contractor covered by these general terms and conditions are governed by Dutch law.
- 22.2 Unless the parties expressly agree otherwise, any disputes related to Contracts between the Principal and the Contractor shall be resolved by the competent court in the district of Midden-Nederland.