

TERMS AND CONDITIONS

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

- INTERMEDIATE:** INTERMEDIATE Interim Professionals BV, established in Haarlem, at Mercuriusstraat 45, 2024TL, Netherlands (Chamber of Commerce 78412374);
- Client:** Any natural or legal person who purchases services from INTERMEDIATE, or with whom INTERMEDIATE is negotiating about concluding an agreement;
- Agreement:** Any agreement concluded between INTERMEDIATE and a client;
- Assignment:** Any assignment that is given to INTERMEDIATE by a client;
- Labor power:** Labor power made available to the client by INTERMEDIATE in the context of an assignment, including in any case employees and self-employed persons hired by INTERMEDIATE.

Article 1. Applicability of these general terms and conditions

1. These general terms and conditions apply to every offer, quotation and agreement between INTERMEDIATE and a client, to which INTERMEDIATE has declared these general terms and conditions applicable and insofar as parties have not deviated expressly and in writing.
2. The present conditions also apply to all agreements between INTERMEDIATE and a client, for the implementation of which third parties must be engaged by INTERMEDIATE.
3. The client's general terms and conditions do not apply, unless INTERMEDIATE has expressly indicated in writing that those terms and conditions do apply.

Article 2. Proposals

1. INTERMEDIATE is only bound by a proposal if and insofar as it is accepted in writing by the client within two months of its date. Proposals that have not been accepted within two months will lapse.
2. All rates in the aforementioned proposals can be increased with VAT, unless explicitly stated otherwise.

Article 3. Execution of the agreement

1. INTERMEDIATE will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The commitments for INTERMEDIATE from the agreement should be interpreted as best efforts obligations.
2. INTERMEDIATE may have the services described in the agreement with the client performed by its own staff or by third parties.

3. The client shall ensure that all data and / or facilities, which INTERMEDIATE indicates are necessary or of which the client can reasonably understand that these are necessary for the execution of the agreement, are provided to INTERMEDIATE in a timely manner.

Article 4. Contract duration; execution time

1. The agreement is entered into for the duration of one specific assignment, unless the parties explicitly agree otherwise in writing.
2. If it has been agreed that the agreement will be executed in phases, INTERMEDIATE can suspend the execution of those parts that belong to a following phase, until the client has approved the results of the preceding phase.
3. If terms have been agreed in the context of the agreement, these are never strict deadlines. If a term is exceeded, the client must therefore give INTERMEDIATE notice of default in writing before default commences.

Article 5. Modification of the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the agreed work yet to be performed, the parties will adjust the agreement by mutual agreement.
2. If the parties agree that the agreement will be amended or supplemented, INTERMEDIATE may, insofar as it deems necessary, change the time of completion of the execution of the agreement. INTERMEDIATE will contact the client about this in a timely manner.
3. If the change or addition has financial and / or qualitative consequences, INTERMEDIATE will contact the client about this in a timely manner.

Article 6. Confidentiality

INTERMEDIATE and the client undertake to observe secrecy with regard to all confidential information that they have obtained from each other or from another source under the agreement. Information is considered confidential, if it has been designated as such by the other party and / or if it arises from the nature of the information. Confidential is in any case information about contracts, customers, pricing, customers, financial and commercial company policy and other company information, including information about the organization, remuneration systems, personnel, etc.

INTERMEDIATE also imposes this confidentiality obligation on the persons it deploys.

Article 7. Intellectual property

1. The copyright on all written documents produced by INTERMEDIATE, including in any case offers, reports, advice and designs belongs to INTERMEDIATE.
 2. Documents produced by INTERMEDIATE are intended for use by the client and INTERMEDIATE and may not be reproduced or made public without the permission of INTERMEDIATE.
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3. Insofar as this is not covered by the obligation of professional secrecy, INTERMEDIATE may use the knowledge acquired in the performance of the agreement for other purposes.

Article 8. Exigibility of claims, termination of the agreement

1. INTERMEDIATE's claims against the client are immediately due and payable if:
 - a) INTERMEDIATE has become aware of circumstances that give good reason to fear that the client will not be able to meet its financial obligations. This is in any case (but not exclusively) the case if the client is liquidated, bankruptcy has been filed for, has been declared bankrupt, or a moratorium has been granted;
 - b) INTERMEDIATE has requested the client to provide security for the fulfillment and this security is insufficient or is not forthcoming.
 - c) If the client does not properly or timely fulfill an obligation arising from the agreement.
2. In the aforementioned cases, INTERMEDIATE may suspend the performance of the agreement or dissolve the agreement, without prejudice to INTERMEDIATE's right to claim compensation in this regard.

Article 9. Defects, complaint term

1. Complaints about work performed by INTERMEDIATE must, under penalty of forfeiture of all rights, be reported in writing to INTERMEDIATE within 8 days, but in any case, within 14 days after the shortcoming or damage could reasonably have been determined.
2. If INTERMEDIATE is of the opinion that a complaint is justified, INTERMEDIATE will still carry out the work as agreed, unless this has become demonstrably impossible or pointless. The client must notify INTERMEDIATE of this in writing in a timely manner.
3. If proper fulfillment of the agreement is no longer possible, INTERMEDIATE is only liable within the limits of Article 13.

Article 10. Fee

1. The fee owed by the client to INTERMEDIATE is determined by agreement between the parties.
2. Costs incurred by third parties for INTERMEDIATE will be specified to the client.
3. For assignments with a term of twelve months or longer, INTERMEDIATE can adjust the amounts to be charged annually on 1 January, depending on applicable price developments. The first adjustment as of 1 January can only take place if the agreement concluded with the client has already been effectively executed for 3 months or more.

Article 11. Payment

1. Payment takes place within 21 days of the invoice date.
 2. After the expiry of the payment term, the client will be in default by operation of law and will owe interest of 1% per month on the payable amount.
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3. Payments made by the client always serve firstly to settle all interest and costs owed and secondly to payable invoices that have been open the longest, even if the client states that the payment relates to a later invoice.
4. The client is not authorized to set off the amount owed to INTERMEDIATE.
5. Notes must be paid directly to INTERMEDIATE. Payments or advances to third parties with the intention of fulfilling payment obligations to INTERMEDIATE are not allowed.

Article 12. Collection costs

1. If the client is in default or omission regarding financial obligations and INTERMEDIATE has handed over its debt collection, the client is obliged to reimburse INTERMEDIATE for all judicial and extrajudicial collection costs. This includes at least the costs of collection agencies, bailiffs and lawyers. These costs amount to at least 10% of the amount due.

Article 13. Liability

1. INTERMEDIATE only accepts liability towards the client for damage that has arisen as a result of a shortcoming attributable to INTERMEDIATE in the performance of an agreement or by unlawful act, if this is covered by its liability insurance and only insofar as the insurer is responsible will pay out.
2. Outside the cases referred to in paragraph 1, liability is always limited to the amount charged for the damage-causing performance or for long-term contracts up to an invoice amount over a maximum period of six months.
3. INTERMEDIATE will never be liable for damage resulting from:
 - a) incorrect and / or incomplete and / or late information provided by the client. The client guarantees the correctness and completeness of the information essential to the project.
 - b) loss of data. The client will take care of backup and files, or copies of other data that are made available to INTERMEDIATE by the client.
 - c) any shortcoming of the client in the fulfillment of his obligations, including the provision of insufficient cooperation in the execution of the agreement.

If the circumstances referred to in this paragraph lead to third-party claims against INTERMEDIATE, the client will indemnify INTERMEDIATE from this.

4. INTERMEDIATE is never liable for consequential damage, which in any case includes loss suffered, loss of turnover and / or profit and missed savings.
5. INTERMEDIATE will not be held liable if the client has the opportunity to recover directly from a third party or from his insurance company regarding the occurrence of the damage.

Article 14. Force majeure

1. Force majeure within the meaning of this article, in addition to what is understood by law and jurisprudence, means all external causes, over which INTERMEDIATE cannot influence (for example, but not exhaustively: strikes, illness or permanent incapacity for work of the employed person labor power).

2. In case of force majeure, the obligations of INTERMEDIATE are suspended. If the period in which INTERMEDIATE cannot fulfill its obligations due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement, without any liability for damages arising in that case.
3. If INTERMEDIATE has already incurred costs upon commencement of the force majeure, it may invoice these and the client is obliged to pay the invoice.

Article 15. Penalty clause

If the client acts in contravention of one or more obligations arising from Articles 6. (Confidentiality) and 7. (Intellectual property) of these General Terms and Conditions, the client will forfeit to INTERMEDIATE, without prior notice of default or notice being required, regardless of whether the a breach can be attributed to the client, a one-off penalty of € 15,000 immediately payable for each breach, as well as a fine of € 1,000 per day or part of a day that the breach continues. This is without prejudice to the right of INTERMEDIATE to claim performance or full compensation from the client.

Article 16. Dispute resolution

In the event of disputes arising from agreements, only the judge of the place of domicile of INTERMEDIATE has jurisdiction, unless the Subdistrict Court of the client's place of business is legally authorized or INTERMEDIATE prefers to bring the dispute before the court that has jurisdiction according to the law.

Article 17. Applicable law

Dutch law applies to every agreement between INTERMEDIATE and the client.

Article 18. Nullity and legal validity of provisions

If one or more provisions of the General Terms and Conditions prove to be void or not legally valid, the other provisions of this agreement will remain in force.

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