

## GENERAL TERMS & 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, the 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;
- Interim Professional:** 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 the parties have not explicitly deviated from them in writing.
2. The present terms and conditions also apply to all agreements between INTERMEDIATE and a client, for the execution of which INTERMEDIATE must engage third parties.
3. The general terms and conditions of the client do not apply, unless INTERMEDIATE has expressly indicated in writing that those terms and conditions do apply.

### Article 2. Offers & Proposals

1. INTERMEDIATE is only bound by a quotation if and insofar as it is accepted in writing by the client within two months of its date. Offers that are not accepted within two months will expire.
2. All rates in INTERMEDIATE's offers are exclusive of VAT, unless explicitly stated otherwise.

### Article 3. Implementation 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 obligations for INTERMEDIATE from the agreement must be referred to as best efforts obligations.
2. INTERMEDIATE can have the services described in the agreement with client performed by its own personnel or by third parties.

3. The client ensures that all data and / or facilities, of which INTERMEDIATE indicates that they are necessary or of which the client can reasonably understand that they 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 deadlines have been agreed within the framework of the agreement, these are never strict deadlines. If a term is exceeded, the client must therefore give INTERMEDIATE written notice of default before default occurs.

#### Article 5. Amendments to 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 still to be performed, then the parties will adjust the agreement in writing in mutual consultation.
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 performance of the agreement. INTERMEDIATE will timely contact the client about this.
3. If the change or addition has financial and / or qualitative consequences, INTERMEDIATE will timely contact the client about this.

#### Article 6. Confidentiality

INTERMEDIATE and client undertake to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the agreement. Information is considered confidential if it is 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, reward systems, workforce, etc. All information that is specific to the client is not shared with other, current or future clients of INTERMEDIATE.

INTERMEDIATE also imposes this duty of confidentiality on the persons to be deployed by it.

The obligation to observe secrecy also continues after termination of the agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

#### Article 7. Intellectual property

1. The copyright on all written documents produced by INTERMEDIATE, including but not limited to offers, reports, advice and designs belongs to INTERMEDIATE.
2. All documents and materials made available by INTERMEDIATE, including but not limited to quotations, reports, advice and designs, etc., are exclusively intended to be used for the benefit of the Client itself and may not be reproduced or made public by the Client, or are brought to the attention of third parties, unless these rights of use and powers have been expressly provided in the Agreement.
3. Insofar as this is not covered by the duty of confidentiality, INTERMEDIATE may use the knowledge acquired during the execution of the agreement for other purposes.
4. All procedures, documents, agreements, etc. that are produced by the Interim Professional during the assignment become the property of the Client.

#### Article 8. Claims due, suspension and termination of the agreement

1. INTERMEDIATE's claims against the client are immediately due and payable if:
  - a) circumstances have become known to INTERMEDIATE that give good reasons 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 has been granted a moratorium on payments;
  - b) INTERMEDIATE has asked the client to provide security for compliance and this security is insufficient or has not been provided.
  - c) Client does not properly or not timely fulfill an obligation arising from the agreement;
  - d) the activities of the Client are terminated.
2. In the above cases, INTERMEDIATE may suspend the execution of the agreement, or terminate or dissolve the agreement, without prejudice to INTERMEDIATE's right to claim compensation in this respect.
3. If INTERMEDIATE suspends fulfillment of its obligations, it will retain its rights under the law and the agreement, including payment for the services it suspends.
4. If the agreement is terminated or dissolved, the claims of INTERMEDIATE on the Client are immediately due and payable. In the event of termination of the agreement, amounts already invoiced for work performed remain due, without any obligation to cancel. In the event of dissolution by the Client, the Client may only dissolve that part of the agreement that has not yet been performed by INTERMEDIATE. If the dissolution is attributable to the Client, INTERMEDIATE is entitled to compensation for the damage caused directly and indirectly as a result.
5. The right to suspension in the above cases applies to all Agreements concluded with the Client simultaneously, even if the Client is only in default with regard to one agreement, and without prejudice to INTERMEDIATE's right to compensation for damage, lost profit and interest.

#### 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 established.
2. If INTERMEDIATE is of the opinion that a complaint is justified, INTERMEDIATE will perform the work as agreed, unless this has become demonstrably impossible or pointless in the meantime. The latter must be communicated to INTERMEDIATE in writing and in good time.
3. If proper performance of the agreement is no longer possible, INTERMEDIATE is only liable within the limits of article 13.

#### Article 10. Fee

1. The fee payable by the client to INTERMEDIATE is determined by agreement between the parties.
2. Costs incurred by third parties for INTERMEDIATE will be specified and charged 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 in line with applicable price developments. The first adjustment on 1 January can only take place if the agreement concluded with the client has already been actually implemented for 3 months or more.

#### Article 11. Payment conditions

1. Payment takes place within 14 days of the invoice date, unless the invoice states a different payment term.
2. Payments made by the client always serve to settle in the first place all interest and costs owed and in the second place of due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
3. Client is not authorized to set off the amount owed by it to INTERMEDIATE.
4. Notes must be paid directly to INTERMEDIATE. Payments or advances to third parties with the intention of fulfilling payment obligations to INTERMEDIATE are not permitted.
5. If, on the basis of facts and circumstances, there can be reasonable doubt as to whether the Client can meet its payment obligations, INTERMEDIATE has the right to demand financial security from the Client.

#### Article 12. Collection costs

1. If INTERMEDIATE has not received (full) payment within the applicable payment term, the Client will be in default by operation of law, without any reminder or notice of default being required. From the first day after the expiry of the payment term, statutory commercial interest is due on the outstanding amount and a minimum of € 40 collection costs, in accordance with the "Decree on compensation for extrajudicial collection costs" or any subsequent statutory regulation.

### 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 due to an unlawful act, if this is covered by its liability insurance and only insofar as the insurer, where appropriate, proceeds to payment.
2. Apart from the cases referred to in paragraph 1, liability is always limited to the amount charged for the damage-causing performance or, in the case of long-term agreements, 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 from the client. The client guarantees the correctness and completeness of the information essential for the project.
  - b) loss of data. The client will provide backup and files or copies of other data that are made available to INTERMEDIATE by the client.
  - c) any shortcoming on the part of the client in complying with its obligations, including providing insufficient cooperation in the performance of the agreement.

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

4. INTERMEDIATE is never liable for indirect damage or consequential damage, which in any case includes loss suffered, lost turnover and / or profit and missed savings.
5. INTERMEDIATE will not be held liable if the client has the option of recovering directly from a third party or from his insurance company in respect of 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 it in law and jurisprudence, includes all causes over which INTERMEDIATE cannot exert influence (for example, but not exhaustively: strikes, illness or permanent incapacity for work of the employed Interim Professional).
2. In case of force majeure, INTERMEDIATE's obligations will be suspended. If the period in which INTERMEDIATE cannot fulfill its obligations due to force majeure lasts longer than two months, both parties are authorized to dissolve the agreement, without liability for damages arising in that case.
3. If INTERMEDIATE has already incurred costs when the force majeure occurs, it may invoice these and the client is obliged to pay the invoice.

### Article 15. Dispute Resolution

With regard to disputes arising from agreements, only the judge of the place of business of INTERMEDIATE has jurisdiction, unless the Subdistrict Court of the principal's place of business is legally competent or INTERMEDIATE chooses to bring the dispute to the competent court according to the law.

Article 16. Applicable law

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

Article 17. Invalidity and validity of provisions

If one or more provisions of the General Terms and Conditions appear to be invalid or invalid, the other provisions of this agreement will remain in effect.

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