



GENERAL TERMS AND CONDITIONS

Article 1. Definitions

- 1.1. Client: the party commissioning the engagement.
- 1.2. Contractor: the Dutch private company with limited liability Human in Progress B.V., registered in the Dutch Chamber of Commerce with the registration number 70182205.
- 1.3. Contract: the agreement under which the Contractor undertakes to carry out the work for the Client.

Article 2. Scope & Applicability

- 2.1. These General Terms and Conditions govern all requests, quotations, offers and contracts for the Services to the Client by the Contractor, except where provided otherwise in writing.
- 2.2. The Contractor explicitly rejects the applicability of the Client's General Terms and Conditions.
- 2.3. The Contractor is entitled to modify these General Terms and Conditions. The modified General Terms and Conditions will govern all existing contracts between the Contractor and the Client after a seven days' notice period in which the Client did not object to the notified modifications.

Article 3. Quotes & Offers

- 3.1. All quotes shall be without any obligation, unless expressly stated otherwise in the quote.
- 3.2. An offer made is revocable at all times and submitted quotes shall be valid for 30 calendar days, unless agreed or stated otherwise in the quote concerned.
- 3.3. Offers can be made under a certain condition.
- 3.4 Offers are made free of charge unless agreed otherwise in writing.
- 3.5. Insofar as unavoidable deviations arise with respect to a quote during the performance of the instruction, the Contractor shall inform the Client at the earliest possible stage.

Article 4. Creation of a Contract

- 4.1. The Contract consists of these General Terms and Conditions and a signed quotation by the Client and the Contractor. As long as the Contractor is not in possession of the signed quotation, it reserves the right to deploy its staff elsewhere. The signed quotation is deemed to be a correct and complete representation of the Contract.
- 4.2. A Contract between the Client and the Contractor replaces all previous written and oral proposals, communications and agreements.
- 4.3. If the engagement was commissioned orally or the Contractor has not yet received the signed quotation, the Contract is deemed to have been concluded under these General Terms and Conditions as soon as the Contractor has initiated the Contract at the Client's request.
- 4.4. The Contract is concluded for a definite period unless its contents, nature or effect imply that it was concluded for an indefinite period.
- 4.5. Oral or written undertakings by, and agreements with, the Contractor only bind the Contractor if and when they are confirmed in writing by a person with authority to sign.
- 4.6. If the Contractor has already provided the Client with a copy of these General Terms and Conditions on respect of an earlier contract, or if the Contractor has notified the Client as to where it may have access to these General Terms and Conditions, the Client is then deemed to have knowledge of this document. Once a contract has been entered into with the Client on the basis of these General Terms and Conditions, then the Client is deemed to agree to any future contracts between itself and the Contractor being governed by these General Terms and Conditions.



Article 5. Cooperation by the Client

5.1. The Client undertakes to provide the Contractor with all information and documents which the latter believes to be required for the timely and proper execution of the Contract, and to do so on time and in the desired form and manner.

5.2. The Client undertakes to inform the Contractor without delay of any facts and circumstances that might be relevant to the proper execution of the Contract.

5.3. Unless the nature of the Contract dictates otherwise, the Client is responsible for the accuracy, completeness and reliability of the information and documentation provided to the Contractor, even if they originate with or are acquired from third parties.

5.4. The Client undertakes to provide the Contractor with office space and any other facilities (if applicable) which the Contractor deems necessary or useful for the execution of the Contract. These facilities meet the relevant statutory requirements and include the use of computer and telephone facilities. As far as computer facilities are concerned, the Client undertakes to ensure continuity by providing adequate back-up, security and virus-checking procedures, among other things. The Contractor will follow virus-checking procedures if it makes use of the facilities made available by the Client.

5.5. Unless the nature of the Contract dictates otherwise, the Client will deploy the staff deemed required by the Contractor or have this staff deployed in order to allow the Contractor to carry out the engagement. If specific staff are required, this will be agreed upon and laid down in the quotation. The Client undertakes to ensure that its staff is sufficiently skilled and experienced at the work to be carried out under the assignment.

5.6. Any additional costs and extra fees due to a delay in the execution of the Contract resulting from failure to make the requested information, documents, facilities and/or staff available, or to do so on time or in the proper fashion are for the Client's account.

5.7. The Client independently undertakes to comply with the applicable legislation and regulations in the field of protection of personal data relative to the processing of personal data by the Client, such as the provision to the Contractor of personal data of persons (formerly) working for or affiliated with the Client, its clients or third parties, also if these data originate from third parties or were provided by third parties on the Client's instructions. The Contractor cannot be held liable relative to the Client's non-compliance.

Article 6. Execution of the Contract

6.1. Unless expressly stipulated otherwise, the Contractor will carry out all activities to the best of its knowledge and ability and in accordance with professional standards.

6.2. The Contractor determines the manner in which the Contract will be executed and by whom, with due observance of the wishes expressed by the Client where possible. If the name or names of a staff member or staff members are explicitly mentioned in the quotation, the Contractor will make an effort to ensure that the staff member or staff members in question is/are available for carrying out the work for the duration of the Contract. Despite this fact, the Contractor has the right to replace this staff member or these staff members in consultation with the Client.

6.3. The Contractor cannot carry out any activities in addition to those commissioned and bill these to the Client until the Client has given its prior consent. However, if the Contractor is required to perform such additional activities by virtue of its statutory obligation to provide reliable services, it is entitled to bill these to the Client, even if the Client did not explicitly give its prior consent to the performance of additional activities.



6.4. The Client cannot involve third parties in the execution of the Contract unless it has reached agreement with the Contractor about such involvement. This provision applies as outside involvement in a Contract, whether directly or indirectly, may significantly affect the Contractor's opportunities for the proper execution of the Contract.

6.5. The Contractor keeps working papers in relation to the Contract. This file, which contains copies of relevant documents, is the property of the Contractor.

6.6. Changes to an instruction which had already been furnished must be timely stated by the Client to the Contractor in writing. If the changes are indicated verbally, the risk shall be borne by the Client.

6.7. Changes to the instruction shall take effect through and as from acceptance thereof by the Contractor.

6.8. The Client shall bear the risk of misunderstandings regarding the content and performance of the agreement. If these are caused by specifications or other statements not received by the Contractor, nor received by it in a correct timely or complete manner. Changes to the instructions may result in the agreed delivery period being exceeded by the Contractor without the Contractor being responsible for this.

Article 7. Confidentiality and Data Protection

7.1. Unless (i) the Contractor is obliged under any national or international statutory provision, regulation or other rule (of professional practice) to make the information known, or (ii) the Contractor or persons affiliated with or working for the Contractor represents itself/represent themselves in disciplinary, civil, administrative or criminal proceedings in which this information might be of importance, both the Contractor and the employee(s) assigned by the Contractor will neither disclose confidential information and personal data nor provide such information to third parties, other than those referred to in paragraph 2. The Contractor shall also ensure that any data of information furnished by the Client to the Contractor in connection with the instruction is kept confidential.

7.2. The Client agrees that, within the scope of (i) a Contract granted by the Client to the Contractor, (ii) compliance with legal obligations to which the Contractor is subject, (iii) risk management and quality review requirements, and (iv) internal business objectives, confidential information and personal data concerning the Client and/or persons (formerly) working for or affiliated with the Client, its clients or third parties, are processed by the Contractor, including sharing this information with:

(a) other affiliated companies and

(b) if required, parties involved in the execution of the Contract.

7.3. The Contractor will take appropriate measures in order to protect the confidential information and personal data and will inform the third parties and employees engaged by it about the confidential nature of the relevant information.

7.4. The processing of personal data by the Contractor takes place in accordance with the applicable legislation and regulations in the field of protection of personal data.

7.5 Except where any statutory provision, regulation or other rule (of professional practice) to disclose information applies to the Client, or the Contractor has given its prior written consent to do so, the Client will not disclose or provide to third parties the contents of reports, opinions or any other written or oral statements issued by the Contractor.

7.6. The Contractor and the Client will impose their obligations under this Article on any of its outside contractors.



7.7. The Contractor has the right to state to its (commercial) relations the Client's name and in general terms the activities performed, provided that this only serves as a description of the Contractor's experience.

Article 8. Intellectual Property

8.1 The Contractor reserves all intellectual property rights in relation to products of the intellect it uses or has used within the framework of the execution of the Contract, the copyrights or other intellectual property rights to which it holds or can exercise.

8.2 If during, and as a result of, the execution of the Contract copyrights or other intellectual property rights originate, then these intellectual property rights will be held by the Contractor. Insofar the intellectual property rights will be held by the Client pursuant to Dutch law, the Client transfers these intellectual property rights in advance to the Contractor and, if necessary, the Client will cooperate with the Contractor to fore mentioned transfer. The Client also grants a power of attorney to the Contractor with which the Contractor can do all the necessary acts in order to ensure that the intellectual property rights will be held by the Contractor. The Client renounces, insofar possible according to Dutch law, every form of personality right that continue to be held by the Client.

8.3 The Client is explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products, including computer programs, systems designs, working methods, opinions, contracts and model contracts and other products of the intellect, all in the broadest sense of the word. These products cannot be reproduced and/or published and/or used for commercial purposes unless the Contractor has given its written consent. The Client has the right to reproduce the written documents for use within its own organisation where this is in line with the purpose of the assignment.

8.4 In violation of the articles 8.1, 8.2 and 8.3, the Client will immediately and without a notice of default owe to the Contractor a fine of € 50,000.00, undiminished the right to claim the full damage, including interest and costs. A paid or owed fine will not be deducted from the damage suffered. The Contractor and the Client deviate explicitly from article 92, section 2 of Book 6 Dutch Civil Code.

Article 9. Rate / Fee

9.1. If pricing factors, such as rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, the Contractor has the right to adjust the agreed fee accordingly.

9.2. The fee charged by the Contractor is exclusive of out-of-pocket expenses and expense claims filed by third parties commissioned by the Contractor.

9.3. All fees are exclusive of turnover tax, VAT, travel time, km allowance, expenses for approved business travel and other government levies, if any.

Article 10. Payment

10.1. The Client is required to pay the fee charged without any deduction, discount or debt settlement no later than 14 days after the invoice date. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by the Contractor. Objections to the amounts charged do not exempt the Client from its obligation to pay.

10.2. If the Client fails to pay within the period referred to in 10.1 above, it is in default by operation of law. In that case, the Client is liable to pay statutory commercial interest on the credit balance with effect from the date on which the payment became due until the date of payment. In addition,



all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at least 15% of the principal plus interest, without prejudice to the Contractor's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by the Contractor, even if they exceed the statutory rate.

10.3. If the Contractor believes that the Client's financial position and/or payment performance justifies such action, the Contractor has the right to demand that the Client immediately furnish security or additional security in a form to be determined by the Contractor and/or make an advance payment. If the Client fails to furnish the desired security, the Contractor has the right, without prejudice to its other rights, to immediately suspend the further execution of the Contract, and that which the Client owes to the Contractor for whatever reason will become immediately due and payable.

10.4. If the event of a jointly Contract assignment the Clients have assumed joint and several liabilities for payment of the full invoice amount where the activities were performed for the Clients jointly.

Article 11. Complaints

11.1. The Contractor must be notified in writing of complaints relating to the work carried out and/or the invoiced amount within 10 days of the date of dispatch of the documents or information in respect of which the Client is filing a complaint, or within 10 days of the discovery of the shortcoming if the Client proves that the shortcoming could not have reasonably been discovered previously.

11.2. Complaints as referred to in the first paragraph do not exempt the Client from its obligation to pay.

11.3. If the Client filed a legitimate complaint, the Contractor has the option of adjusting the fee charged, rectifying the rejected work or repeating free of charge or terminating the Contract (or the remaining work) in exchange for a refund proportionate to the fee already paid by the Client.

Article 12. Delivery Period

12.1. If the Client is required to make an advance payment or to make information and/or materials available for the purposes of executing the Contract, then the term taken for completion of the work will not take effect until the Contractor receives the payment in full or until all information and/or materials have been made available to the Contractor respectively.

12.2. As the duration of the Contract is subject to many factors, such as the quality of the information provided by the Client and the cooperation extended, the due dates for the Contractor should be regarded as deadlines only where this has been agreed in writing. The stated delivery periods shall merely be estimates. Unless expressly indicated in writing that these are deadlines. The Contractor shall not provide any guarantee whatsoever regarding the agreed delivery periods, and non-timely delivery shall not entitle the Client to compensation, rescission of the agreement or non-performance of any obligation vis-à-vis the Contractor.

12.3. Unless execution of the Contract proves to be permanently impossible, the Client cannot terminate the Contract on account of overdue performance, unless the Contractor does not perform the Contract, either partially or in full, within a reasonable period of which it was notified in writing after expiry of the agreed delivery period.



Article 13. Termination

13.1. Unless the requirements of reasonableness and fairness dictate otherwise, the Client and the Contractor have the right to terminate the Contract, whether prematurely or not, in writing at any time with due observance of a notice period of 1 month.

13.2. Either party may terminate the Contract, whether prematurely or not, in writing without due observance of the notice period if the opposite party fails to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the opposite party is subject to debt rescheduling, or ceases its operations for any other reason or if the opposite party considers it to be likely, within reason, that one of the above circumstances will apply to the opposite party or if a situation has arisen that justifies immediate termination in the interest of the party terminating the Contract.

13.3. If the Client decides to terminate the Contract, whether prematurely or not, the Contractor is entitled to compensation for its resulting underutilisation for which there is prima facie evidence, as well as for additional costs that must reasonably be incurred as a result of the premature termination of the Contract, e.g. costs in relation to subcontracting, unless the termination was motivated by facts and circumstances that can be attributed to the Contractor. If the Contractor terminates the Contract, whether prematurely or not, the Client is entitled to assistance from the Contractor in transferring the work to third parties, unless the termination was motivated by facts and circumstances that can be attributed to the Client or which are in conflict with this right. In all cases of termination, whether premature or not, the Contractor retains the right to payment of the expense claims for the work carried out up to then, in which process the preliminary results of the work carried out up to then will be made available to the Client under the usual reserves. Any additional costs relating to the transfer of the work will be charged to the Client.

13.4. If the Contract is terminated, both parties will immediately make available to the opposite party all goods, objects and documents belonging to the opposite party that it has in its possession.

Article 14. Liability

14.1. The Contractor will carry out its work to the best of its ability, while exercising the due care that may be expected of a Contractor. If an error is made as a result of the Client providing incorrect or incomplete information, the Contractor is in no way liable for any resulting damage. If the Client proves that it has suffered damage due to an error by the Contractor that could have been prevented if proper care had been taken, the Contractor is only liable for damage caused by an intentional act or omission, or intentional recklessness.

14.2. In case of the exclusion of the liability, as mentioned in 14.1, does not hold, the compensation of the damage will be limited to the amount of the invoice (excluding VAT) from which the liability derives. The compensation of damage is by all means limited to the amount the liability insurance of the Contractor will cover in this case, plus the own risk the Contractor has to pay.

14.3. The Client indemnifies the Contractor against third-party claims for losses incurred as a result of the Client supplying incorrect or incomplete information to the Contractor, unless the Client proves that the loss does not relate to imputable faults or negligence on its part or was caused by an intentional act or omission, or similar intentional recklessness on the part of the Contractor and unless any imperative national or international rule or law dictates otherwise.

14.4. The limitation of liability laid down in 14.1 and 14.2 also applies to third parties commissioned by the Contractor to execute the Contract.

14.5. The Contractor shall not be liable for damage, theft, loss of destruction of objects, materials of data furnished to the Contractor by or on behalf of the Client. Contractor should return any data or material furnished by the Client in good condition and not retain any copies of said material.



Article 15. Assignment

15.1. Unless the Contractor has given its express consent, the Client is not permitted to assign any obligation laid down in this Contract to third parties. The Contractor is entitled to attach conditions to its consent. The Client undertakes in any case to impose all relevant payment obligations laid down in the Contract on the third party. Unless Client and Contractor explicitly agree otherwise, the Client, in addition to the third party, will continue to be liable for the obligations laid down in the Contract and the General Terms and Conditions.

15.2. In the case of assignment, the Client indemnifies the Contractor against all third-party claims arising from the Client's non-performance or incorrect performance of any obligation laid down in the Contract and/or these General Terms and Conditions, unless any imperative national or international rule or law dictates otherwise.

Article 16. Independence

The Contractor undertakes to comply with the relevant independence guidelines dictated by national and international regulators at all times. In order to allow the Contractor to comply with the relevant independence guidelines, the Client undertakes to inform the Contractor timely, correctly and completely of the legal and control structure of the Client's business or the group to which the Client belongs, all its financial and other interests and participations, as well as all its other alliances, financial or otherwise, in the broadest sense of the word.

Article 17. Use of Email

During the execution of the Contract, the Client and the Contractor will be able to communicate via electronic mail at either party's request. Both the Client and the Contractor recognise the risks associated with electronic mail, including, but not limited to, distortion, delays and viruses. The Client will not hold the Contractor liable for any damage incurred as a result of the use of electronic mail. The Client will do or not do all that can reasonably be expected from the Client to avoid such risks. If the Client or Contractor is in doubt as to the correctness of a mail message they have received, then the contents of the message originating with the sender is decisive.

Article 18. Term of Forfeiture

Except where otherwise provided in the Contract, rights of action and other powers enjoyed by the Client for whatever reason vis-à-vis the Contractor will lapse in any event one year after an occurrence leading to the Client's entitlement to invoke these rights vis-à-vis the Contractor.

Article 19. Force Majeure

If the Contractor is unable to perform the agreed work in whole or in part because of a situation of force majeure, it shall, at its option, be entitled to suspend performance of the agreement without court intervention or to consider the agreement rescinded in whole or in part, without it being required to provide any compensation or guarantee.

Article 20. Renunciation of Rights

The rights or powers enjoyed by the Contractor under this Contract will not be affected or limited by the Contractor's failure to directly enforce any rights or powers. Any right or authority laid down in or ensuing from any provision or condition of this Contract can only be renounced in writing.



Article 21. Conversion

If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of the provisions of the Contract cannot be invoked, the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.

Article 22. Subsequent Effect

The provisions of this Contract, which are intended, either expressly or tacitly, to remain in effect even after termination of this Contract, will remain in effect after the Contract has been terminated and continue to bind both parties.

Article 23. Contradictory Clauses

If these General Terms and Conditions and the quotation contain conflicting conditions, the conditions contained in the quotation will prevail.

Article 24. Transfer and obligations

24.1 The Client cannot transfer the rights or obligations ensuing under agreements concluded subject to these General Terms and Conditions in whole or in part to third parties. This clause excludes the transferability of the rights of the Client created under the Contract, in accordance to article 83, paragraph 2 of Book 3 Dutch Civil Code 24.2. If, for whatever reason, the Client's business (or relevant activities thereof) is merged with or continued in another business in any manner of form whatsoever, the original and successor companies shall be jointly and severally liable for the performance of the Client's obligations referred to under paragraph 1.

24.3. The Client will not, during the execution of the Contract and within one year of termination of the Contract, employ persons of the Contractor who are or were involved in the execution of the Contract or conduct negotiations with these persons about employment, other than in consultation with the Contractor.

24.4. In violation of article 24.3, the Client will immediately and without a notice of default owe to the Contractor a fine of € 100,000.00, undiminished the right to claim the full damage, including interest and costs. A paid or owed fine will not be deducted from the damage suffered. The Contractor and the Client deviate explicitly from article 92, section 2 of Book 6 Dutch Civil Code.

Article 25. Jurisdiction and competency

Any legal relationship between the Contractor and the Client is governed exclusively by Dutch law. Any dispute between the Client and the Contractor shall be resolved as far as possible by negotiation, failing which any such dispute shall be brought before the competent District Court of Amsterdam or the Netherlands Arbitration Institute, to choose by the Contractor.

The General Terms & Conditions can also be viewed at <https://humaninprogress.nl>

July 2018