

General Terms and Conditions Considerati Group (2023)

These are the general terms and conditions of Considerati Group (hereinafter 'Considerati'). Considerati consists of the following companies: the private company Considerati Holding B.V., the private company Considerati B.V., the private company Considerati DPO Services B.V., the private company Considerati PA Strategic Advisory B.V. and the private company Considerati Brussels B.V.

Chapter 1 - General provisions

Article 1. Applicability and validity

- a. These general terms and conditions apply to all work performed or to be performed, including but not limited to quotations, assignments, and follow-up assignments by or on behalf of Considerati.
- b. Deviations from these general terms and conditions or deviations and/or additions to an assignment are only valid if they have been expressly agreed in writing between the parties.
- c. Considerati reserves the right to modify these general terms and conditions unilaterally. The most recent version of the general terms and conditions can be found on the Considerati website.
- d. The applicability of purchase conditions or other conditions of the client or third parties is expressly excluded.
- e. In case of conflict between a provision of these general terms and conditions and the offer or engagement letter, the provisions of the offer or engagement letter shall prevail.
- f. There is a Dutch and an English version of these general terms and conditions. In the event of any conflict between the Dutch version and the English version, the Dutch version shall prevail.
- g. If any provision of these general terms and conditions is void or annulled, the other provisions shall remain in full force and effect. In such case, Considerati and the client shall enter into consultation with the aim of agreeing on new provisions to replace the void or annulled provisions.

Article 2. Nature and performance of the assignment

- a. The legal relationship between Considerati and the client is an assignment within the meaning of article 7:400 and further of the Civil Code (BW). Assignments given to persons working at Considerati are considered to have been given exclusively to Considerati, even if it is the intention that an assignment will be carried out by a specific person. The effect of articles 7:404, 7:409 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- b. Considerati carries out assignments on the basis of a best-efforts obligation, unless expressly agreed otherwise in writing between the parties.
- c. The quotation, engagement letter and/or (other) communication between the parties sets out the way in which the order will be executed.
- d. Considerati will determine, based on the nature and scope of the assignment, which employees of Considerati will carry out the assignment.
- e. Considerati is authorised to engage third parties in the performance of its work.

Article 3. Information and cooperation



- a. The client shall provide Considerati with all necessary information in a timely manner and provide all reasonable cooperation to Considerati to enable Considerati to perform the assignment.
- b. The client guarantees the accuracy, completeness, and reliability of the information it provides, even if it comes from third parties.
- c. If the client deploys personnel and/or auxiliary persons for the execution of an order, they must have the necessary knowledge and experience.
- d. In connection with the continuity of the execution of the assignment, the client will appoint one or more contact persons for the duration of the assignment who have the necessary experience, authority, knowledge and understanding of the objectives desired by the client.
- e. Considerati is only obliged to periodically inform the contact persons designated by the client about the execution of the assignment.
- f. If the client does not or insufficiently provide information or cooperation as referred to in this article and Considerati has to perform additional work as a result, Considerati is entitled to charge these as additional work. The agreed rates shall apply. In the absence thereof, Considerati's usual rates shall apply.

Article 4. Fees and payments

- a. Unless otherwise agreed, the fee for the work will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates. (Out of pocket) expenses (such as travel costs, translation costs, courier costs, etc.) may be charged separately.
- b. The work is in principle invoiced monthly with a payment term of 14 days. In case of late payment, Considerati has the right to charge statutory interest on the unpaid amount from the 15th day after the invoice date.
- c. All amounts are exclusive of sales tax (VAT) and exclusive of any tax, surcharge, or similar increase that the client or Considerati is obliged to pay or that Considerati is obliged to charge. All amounts disclosed by Considerati shall always be in euros and the client shall make all payments in euros.
- d. The rates to be charged by Considerati are always adjusted once a year.
- e. In case of non-payment or late payment of invoices, Considerati has the right to suspend or terminate its activities. This does not affect the obligation of the client to pay the (outstanding) invoices on time and in full.
- f. Considerati is at all times entitled to request an (additional) advance payment from the client before Considerati commences or continues its work.
- g. Considerati shall be entitled to set off any advance paid by the client, without prior consent of the client, against any unpaid invoices of the client in the matter concerned or in other matters.
- h. If the customer has not paid an invoice within the applicable payment term, the customer is obliged to reimburse all (extra) judicial (collection) costs actually incurred by Considerati, including but not limited to legal costs.
- i. In case of a jointly awarded assignment, each of the clients is jointly and severally liable to Considerati for performance of the assignment, including payment of invoices, interest, and costs due.
- j. If, in the opinion of Considerati, the client's financial position or payment record gives cause to do so or if the client fails to make an advance payment or settle an invoice within the applicable payment term, Considerati shall be entitled to demand security from the client in a form to be determined by Considerati. If the client fails to provide the requested security, Considerati shall be entitled, without



prejudice to its other rights, to immediately suspend further execution of the assignment and all amounts due by the client to Considerati, on any account whatsoever, shall be immediately payable.

- k. With regard to the work performed by Considerati and the amounts owed by the client, the data from Considerati's administration shall constitute full evidence, without prejudice to the client's right to provide evidence to the contrary.

Article 5. Intellectual property

- a. Intellectual property rights, including but not limited to copyrights, trade secrets, formats, trademarks, domain names and materials arising from or relating to the work performed or to be performed by Considerati, belong exclusively to Considerati or its licensors.
- b. The client is prohibited from registering or establishing any intellectual property rights (or having them registered) on results, documents, information, ideas arising from or related to the work performed or to be performed by Considerati.
- c. The client is not permitted to disclose, duplicate, or otherwise make available to third parties the results, documents, information and ideas arising from or related to the work performed or to be performed by Considerati, unless Considerati has given its express consent in writing.

Article 6. Liability

- a. Considerati's liability is limited in accordance with this article.
- b. The liability of Considerati shall be limited to the amount to which the professional liability insurance taken out by Considerati gives claim, to be increased by the applicable excess. The maximum cover is EUR 10,000,000.00 (in words: ten million Euros).
- c. If Considerati is liable for damages to persons or property, such liability shall be limited to the amount paid out under Considerati's general liability insurance in that case, to be increased by the applicable deductible.
- d. If no payment is made under the aforementioned insurances, Considerati's liability towards the customer shall be limited to the amount charged or to be charged by Considerati to the customer for the activities in connection with which the damage arose in the period of 12 months preceding the claim for liability with a maximum of EUR 10,000.00 (in words: ten thousand Euros).
- e. Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code, any claim for damages shall lapse one (1) year after the commencement of the day following the day on which the client became aware or could have become aware of the damage, and shall in all cases lapse three (3) years after the commencement of the performance of an assignment.
- f. To the extent permitted by law, Considerati's liability for indirect or consequential damage suffered by the client in connection with the (execution of the) assignment is excluded.
- g. The limitation of liability contained in these general terms and conditions also applies if the damage is caused by (mobile) equipment, digital services and/or applications used in the execution of the assignment.
- h. Considerati shall exercise due care when engaging third parties. Considerati is not liable for errors and/or shortcomings of third parties. This does not apply to third parties acting as subcontractors and under the responsibility of Considerati.
- i. The client indemnifies Considerati against all (legal) claims of third parties related in any way to or arising from the order given and/or work performed for the client. The foregoing includes possible costs of legal assistance.



- j. The client shall indemnify Considerati against claims from third parties (in any case including employees and other persons working for or on behalf of Considerati) who, in connection with the execution of the assignment, suffer damage resulting from acts or omissions of the client, including unsafe situations in its organisation. The client shall make the code of conduct and/or house and security rules applicable within its organisation known to the employees and other persons working for or at Considerati before the start of the work.
- k. The limitations of liability contained in these general terms and conditions do not apply if an irrevocable court judgment determines Considerati's liability for intent or deliberate recklessness.

Article 7. Termination

A fixed-term agreement may be terminated prematurely by giving at least two months' notice in writing. All other agreements may be terminated with due observance of a reasonable notice period. Notice of termination must be given in writing. Fees and expenses are due up to and including the end date of the agreement.

Article 8. Privacy

- a. In the execution of an assignment, personal data may be processed by parties.
- b. Considerati qualifies as an independent data controller unless (1) there is joint processing responsibility of Considerati and the client (2) there is a processor relationship where one party processes personal data for the benefit of and on behalf of the other party or (3) internal management.
- c. Considerati processes personal data in accordance with its privacy statement. The latest version is published on its website.

Article 9. Confidentiality

- a. For the execution of the assignment, confidential information may be exchanged between the parties. 'Confidential information' means information designated as such by the providing party and information which the receiving party knew or reasonably should have known to be of a confidential nature. Each party shall treat confidential information of one the other party confidentially and shall take the necessary measures to ensure this.
- b. A party will not share the other party's confidential information with third parties without the other party's prior written consent.
- c. A party will use the other party's confidential information only for the execution of the assignment.
- d. The provisions under b. do not apply to Considerati if and to the extent that disclosure of the relevant confidential information to a third party is necessary pursuant to a court order, a statutory regulation or indication of a supervisory authority.

Article 10. Customer reference

Unless otherwise agreed in writing between the parties, Considerati is permitted to use the clients name and logo for Considerati's marketing purposes.

Article 11. Takeover of employees



- a. The client, as well as its affiliates, shall not employ any employees of or other persons employed by or for Considerati. Nor shall the client otherwise directly or indirectly employ any person working for it. This prohibition applies for the duration of the assignment and for a period of 24 months after the termination of an assignment. The parties may make other written arrangements in derogation of this prohibition, whereby the client has paid a reasonable fee to Considerati to cover the costs related to the (possible) posting, recruitment or training of the relevant employee or relevant other persons employed by or for Considerati.
- b. Reasonable compensation as referred to under a. of this article shall be determined by Considerati at an amount equal to 50% of the gross annual salary to be earned by such employee or other person working for or at Considerati, including holiday allowance, with a minimum of EUR 40,000 (in words: forty thousand Euros). This applies without prejudice to the right of Considerati to determine another reasonable compensation.
- c. If the client deploys the employee or person working at or for Considerati to perform work for the benefit of third parties, the client shall include in the agreement with the relevant party a chain clause of similar content and purport as in this article.

Article 12. Applicable law and choice of forum

- a. Any legal relationship between Considerati and the customer arising from or relating to the work performed or to be performed by or on behalf of Considerati shall be governed by Dutch law.
- b. All disputes arising from or relating to a legal relationship between the parties shall, at the discretion of Considerati, in the first instance be heard exclusively by the competent court of the District Court of Amsterdam, unless arbitration, mediation or binding advice is agreed upon.

Chapter 2. Secondment services

The provisions contained in this chapter regarding secondment services shall, in addition to chapter 1 general provisions of these general terms and conditions, apply if Considerati makes one or more employees available to the client in order to perform work under the client's supervision and management.

Article 13. Secondments

- a. In case of secondment, Considerati will make the employee indicated in the engagement letter available to the client to perform the agreed work during the agreed number of hours and period under the responsibility of the client. The results of the work are at the client's risk. The client may only use the relevant employee made available for duties other than those agreed upon if Considerati has granted prior written consent.
- b. In case employees of or other persons working at or for Considerati perform work on location of the client, the client shall ensure the necessary working space that meets all legal requirements and sufficient facilities timely and free of charge, such as appropriate computer and network facilities.
- c. The client is not permitted to lend (or have lent) the employee made available to third parties so that that employee performs work under the management and supervision of those third parties, unless Considerati has granted prior written consent.
- d. Considerati may make an employee available to multiple clients.
- e. Considerati shall endeavour to provide the same employee during the assignment as much as possible. Considerati is entitled to offer a replacement employee during the term of the order.



- f. If Considerati cannot (or can no longer) provide a (replacement) employee in the manner and to the extent agreed with the client, Considerati shall endeavour to provide a replacement employee.
- g. The client is entitled to request replacement of the assigned employee if the assigned employee demonstrably does not meet explicitly agreed upon quality requirements and the client makes this known to Considerati in a timely manner. Considerati shall process such request as soon as possible. Considerati does not guarantee that replacement will always be possible (in a timely manner). If replacement is not or not promptly possible, the claims of the client for further compliance with the agreement as well as all claims of the client for non-compliance with the agreement shall lapse. The client's payment obligations regarding the work performed shall remain unaffected.
- h. If the parties have not agreed on the duration of the secondment, the agreement shall be for an indefinite period. The client may terminate the agreement with due observance of a notice period of at least two months. Considerati may terminate the agreement subject to a notice period of at least one month. Notice of termination should be given in writing.
- i. If the assigned employee works more hours than agreed upon at the request of the client, the client shall owe the agreed hourly rate for these hours, or in the absence thereof, the standard rate applied by Considerati.

Chapter 3. Training

In addition to chapter 1 general provisions of these general terms and conditions, the provisions set out in this chapter relating to education and training shall apply if Considerati provides services, under any name and by any means (including in electronic form), in the field of education, training, courses, workshops, events and seminars (hereinafter collectively referred to as 'Training'). The client is referred to in this section as 'participant'.

Article 14. Registration and cancellation of Training

- a. An application for a Training is made in writing and is binding upon confirmation by Considerati.
- b. It is the participant's responsibility to choose the Training.
- c. The participant is allowed to be replaced by another participant after prior written consent of Considerati.
- d. Considerati may cancel a Training without giving reasons, combine it with another Training, or arrange for the Training to take place at a different time or date. In such cases, the participant will be entitled to cancel the Training without charge and, if applicable, the amount paid for the Training will be refunded to the participant by Considerati.
- e. Considerati is entitled to make organisational and/or substantive changes to a Training.
- f. Cancellation of a Training by the participant must be made in writing. For cancellations up to one month before the start of the Training, no fee will be charged. For cancellations between one month and two weeks before the start of the Training, 50% of the costs of the Training will be charged. For cancellations less than two weeks hours before the start of the Training, 100% of the cost of the Training will be charged.
- g. If the participant terminates or interrupts the Training prematurely, there is no entitlement to a refund of the cost of the Training under any circumstances.
- h. Article 14 paragraph f. (cancellation of a training) does not apply to a Training given in the context of the execution of another assignment (indefinite or fixed term) because in the context of the execution



of that other assignment other agreements and rules apply regarding the dissolution, termination and/or cancellation of an assignment.

Article 15. Implementation of Training

- a. Considerati determines the subject and level of Training.
- b. Considerati determines whether the Training takes place online or physically. Where possible, Considerati coordinates this with the participant.
- c. If Considerati uses its own equipment and/or software in the implementation of the Training, Considerati does not guarantee that this equipment and/or software is error-free and functions without interruptions.
- d. If Considerati carries out the training at the location of the participant, the participant shall ensure the availability of a classroom and other facilities. If the participant's facilities are insufficient, as a result of which the quality of the training cannot be guaranteed, Considerati is entitled not to start the training or to shorten it. Participant cannot claim any compensation or damages in this case.
- e. All Training materials provided to the participant are subject to intellectual property rights of Considerati or its licensors.

Article 16. Price and payment

- a. Considerati may require that the cost of the Training must be paid by participant before the start of the Training.
- b. Considerati reserves the right to exclude a participant from participation in the Training if the participant has not paid the cost of the Training or has not paid it on time.

Article 17. Rights and obligations of the participant

- a. The participant is not allowed to make (screen) recordings (image and/or sound) of the Training and/or the teacher(s) of the Training, unless Considerati has granted written permission to the participant to do so.
- b. After the Training, the participant may be asked to fill in an evaluation form about the Training. Participation is not compulsory.
- c. Upon completion of the Training, Considerati may approach the participant and ask for a customer reference/recommendation. Participation is not mandatory.

