

General Conditions RD+P Strategy & Finance

Article 1 - Definitions

1. General Terms and Conditions: these general terms and conditions.
2. Client: the natural or legal person who issues an assignment to the Contractor.
3. Contractor: RD+P Strategy & Finance (Chamber of Commerce number: 81999445).
4. Agreement: the agreement between the Client and the Contractor regarding the provision of services by the Contractor.

Article 2 – Applicability

1. The General Terms and Conditions apply to all legal relationships between the Contractor and the Client regarding the provision of services by the Contractor.
2. The general terms and conditions of the Client or other terms and conditions do not apply to the Agreement.
3. The Client can only invoke provisions that deviate from and/or supplementary to the General Terms and Conditions if these have been accepted in writing by the Contractor. These stipulations apply exclusively to the relevant Agreement for which they have been agreed and do not affect the applicability of the other provisions of these General Terms and Conditions.
4. By accepting the General Terms and Conditions, the Client also agrees to the applicability of these General Terms and Conditions to all future legal relationships with the Contractor.
5. All (legal) persons who are involved in any way by the Contractor in the execution of the Agreement can invoke these General Terms and Conditions.
6. In the event of a conflict between the General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.

Article 3 – Offer and Agreement

1. All offers made by the Contractor are based on the information and data provided by the Client.
2. If the offers made by the Contractor contain a quotation, then that quotation applies exclusively to those services that are included in that offer. Should the Client require additional services, these will count as additional work and will be charged additionally. The Contractor will inform the Client of this (with a price indication if desired).
3. Agreements are concluded at the moment that the Client accepts an offer (orally, in writing, electronically or tacitly), or at the moment that the Contractor starts with the services mentioned in the offer.
4. The Agreement is entered into for a definite period of time, unless otherwise agreed or it follows from the content, nature, or purport of the Agreement that it has been entered into for an indefinite period of time.
5. When performing its services, the contractor will observe the care of a good contractor, whereby this obligation has the character of a best-efforts obligation.
6. The time schedule stated by the Contractor in the offers, order confirmations, (advance) invoices, Agreement, etc. does not count as a strict time schedule.
7. If the services are performed in phases, the Contractor is authorized to postpone the commencement of the services to be performed that belong to a new phase until the Client has approved the results of the previous phase and has paid all amounts owed for this.
8. If the Contractor wishes to engage third parties for the performance of the Agreement, the Contractor will only do so with the consent of the Client.
9. The execution of the Agreement takes place exclusively for the benefit of the Client. Third parties cannot derive any rights, claims or confidence from the content of the services provided.
10. Advice, opinions, expectations, predictions, and recommendations given by the Contractor as part of the services cannot be construed as a guarantee regarding (future) events or circumstances.

Article 4 - Client's own responsibility

1. Without prejudice to the obligations of the Contractor in the performance of the services, the Client remains responsible and liable for the decisions it has made regarding the extent to which it wishes to base itself on the advice, recommendations, or other outcomes of the services, as well as regarding the use thereof. The Contractor is not liable for the consequences of whether or not the Client follows the advice provided.
2. If the Client makes locations, equipment and/or facilities available, the Client is obliged to make available and maintain these locations, equipment, and facilities in or with which a person performs services on behalf of the Contractor in such a way as is reasonably necessary

to prevent that the person concerned suffers damage. If damage is suffered by the person concerned due to the locations, equipment and/or facilities, the Client will be liable for this and will indemnify the Contractor against all claims from the person concerned.

Article 5 - Information and data

1. The Client guarantees the correctness and completeness of the information and data provided by or on behalf of him, even if these originate from third parties.
2. The Client undertakes in a timely manner to provide all information and data that may be important for the correct execution of the Agreement, in the form/method desired by the Contractor. If the Client does not provide the required information and data, or does not provide it properly or on time, the Contractor is entitled (i) to suspend the performance of the Agreement and (ii) to charge any costs and fees for (additional) services incurred as a result. to be delivered to the Client.
3. The Client must immediately inform the Contractor about facts and circumstances (whether or not changed) that may be important for the performance of the Agreement.
4. The information provided by the Client is decisive for the cost estimate and fee agreements made by the Contractor, including, in the case of a success fee or result-related reward, the qualification of the situation in which success or result has been achieved. The Contractor may adjust the cost estimate, fee agreements or success qualifications issued if the information provided appears to be incomplete or wholly or partially incorrect.

Article 6 - Fee

1. The Contractor's fee is determined based on (i) hours worked multiplied by the applicable hourly rate, as determined periodically by the Contractor, (ii) a fixed fee or retainer, (iii) a result-dependent remuneration or success fee and/ or (iv) a combination thereof. The Contractor's administration is leading and binding when calculating the fee and travel expenses.
2. The fee is exclusive of expenses (such as office, travel, accommodation, communication, and database costs), third-party costs, turnover tax (VAT) and other government-imposed taxes and levies.
3. Costs and expenses of third parties hired by the Contractor will be fully and separately charged.
4. Only after a period of 1 year after the commencement date of the Agreement has elapsed, the Contractor is entitled to change the agreed fee if a change in wages and/or other costs and/or expenses gives cause to do so.

Article 7 – Success fee

1. In the event that the parties have agreed on a success fee or result-dependent remuneration, the Client will grant the Contractor the exclusive assignment to perform the agreed services during the term of the Agreement.
2. Insofar as the parties have agreed on a success fee or result-related remuneration, the Client will owe that fee or remuneration with immediate effect if: (a) the (partial) success or (partial) result is achieved or the objective of the intended (part) success or the (partial) result is realized during the term of the Agreement; (b) the (partial) success or (partial) result is achieved or the goal of the intended (partial) success or the (partial) result is achieved within 2 years after the end of the Agreement, regardless of by whom, at what time and on what ground the Agreement has been terminated, insofar as that result or success has been achieved (in part) by services rendered by the Contractor. This will in any case be the case if the Client contracts with a party directly or indirectly named by the Contractor, regardless of whether this has resulted in actual contact between the Client or the Contractor and this third party during the term of the Agreement; or (c) the failure to achieve success or the result during the term of the Agreement is the result of activities of the Client that have interfered with the Contractor when performing the services or have affected the exclusivity of the Contractor.

Article 8 - Payment

1. In the event of an hourly or fixed fee or retainer fee, the fee, retainer, and costs/expenses will be charged every two weeks, on the understanding that the Contractor is entitled to demand payment of an advance invoice upon commencement of his services. At the end of the services, the Contractor will send a final invoice.

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- In the case of a fee based on a success fee or result-related reward, the success fee or result-related reward will be charged as soon as the (partial) success or the (partial) result has been achieved or the goal of the intended (part) success or the (partial) result is realized or a situation has arisen as described in Article 7.
- The value date stated on the Contractor's bank statements is regarded as the payment date.
- The Contractor is entitled to (i) demand security from the Client and (ii) suspend the provision of its services until, in its opinion, appropriate security has been provided.
- Agreed payment terms for the Contractor's invoices are deadlines. If the Client has not fulfilled its payment obligation or has not fulfilled it in full in time, (i) it will be immediately in default, so that from that moment on the Client will have statutory commercial interest pursuant to art. 6:119a of the Dutch Civil Code on the (remaining) amount owed and (ii) the Contractor is entitled to suspend all services without being liable for compensation.
- All judicial and extrajudicial costs incurred by the Contractor in connection with the collection of amounts owed by the Client will be borne by the Client. The extrajudicial collection costs amount to at least 15% of the amount owed (including the interest referred to in paragraph 5), with a minimum of €750, without prejudice to the Contractor's right to claim the actual costs.
- Each payment by the Client is deemed to be payment of interest and/or costs owed in the first place and only then payment of the oldest outstanding invoice, regardless of whether something else is stated in the payment.
- The Client waives any right to suspension or set-off, also in the event of complaints.

Article 9 – Complaints and expiry period

- The (partial) assignment is deemed to have been completed correctly and completely and to have been accepted by the Client if the Client has not complained about this to the Contractor in writing and with reasons within 20 days after the (partial) completion thereof.
- The Client is obliged to inform the Contractor in writing, stating reasons, of any complaints regarding the (advance) invoice(s) within 10 days of the invoice date.
- In the absence of a timely complaint, the Client can no longer invoke any defect in the (partial) performance of the assignment and/or inaccuracy of the (advance) invoice(s).
- If the Contractor considers the complaints to be well-founded, it is at all times entitled to still perform the agreed upon free of charge or to credit the Client for a proportionate part of the (advance) invoice.
- Without prejudice to statutory expiry periods, any claim by the Client against the Contractor will in any case lapse after 1 year has passed from the moment the services are provided.

Article 10 - Liability/indemnification

- The Contractor is not liable for damage resulting from incorrect or incomplete information provided by the Client.
- The Contractor is never liable for damage caused, for whatever reason, by third parties engaged.
- The Contractor is not liable for damage as a result of a shortcoming (regardless of whether this is attributable) and/or an unlawful act towards the Client unless the damage is caused by intent or wilful recklessness on the part of the Contractor. Under no circumstances is the Contractor liable for business, consequential and/or indirect damage.
- Without prejudice to the provisions of the preceding paragraphs, the Contractor's liability per claim is in all cases limited to the fee charged excluding VAT for the Agreement concerned, whereby a further limitation applies to Agreements with a duration longer than 6 months and up to a maximum of the fee charged excluding VAT for the 6 months prior to the month in which the event causing the damage occurred; or, if this is less than the fee excluding VAT.
- The Client indemnifies the Contractor against all claims from third parties (including employees of the Client and third parties engaged by the Contractor) in connection with the Agreement and its implementation.

Article 11 - Termination and consequences of termination

- Parties may terminate the Agreement at any time with immediate effect (prematurely) by letter or e-mail.
- In the event that the Client terminates the Agreement, the Client is obliged to compensate all damage and costs incurred by the Contractor. This compensation obligation does not apply if the Client

has terminated the Agreement due to a shortcoming attributable to the Contractor.

- In the event of termination of an Agreement in which an hourly fee has been agreed, regardless of by whom and on what grounds, the Contractor retains the right to reimbursement of invoices for services already performed and any services still to be performed in consultation. The payment obligation of the Client in respect of services already performed becomes immediately and fully due and payable at the time of termination.
- In the event of any form of termination by the Client of an Agreement in which a fee based on a fixed fee has been agreed, the fixed fee is immediately and fully due and payable at the time of termination.
- In the event of any form of termination by the Client of an Agreement whereby a fee based on a success fee or result-related remuneration has been agreed, (i) the provisions of Article 7 apply and (ii) the hours worked up to the moment of termination are based on the rates applicable to the Contractor will be charged. Invoiced retainers will become immediately due and payable in full upon termination of the Agreement.

Article 12 - Force majeure

- In the event of force majeure (i) the parties are entitled to suspend their obligations or to terminate the Agreement in whole or in part in writing, without the parties being obliged to pay compensation to each other and (ii) the Contractor is entitled to claim payment for services performed before the force majeure situation occurred.
- Force majeure is understood to mean: force majeure pursuant to Article 6:75 of the Dutch Civil Code.

Article 13 - Intellectual property rights

- The Contractor reserves all intellectual property rights regarding ideas or proposals, whether or not it has elaborated on it, including reports, presentations, analyses, advice, working methods, contacts, systems, and system designs, in connection with the services.
- The Client is not entitled, whether or not together with or through the engagement of third parties, to record, reproduce, publish, or exploit everything referred to in paragraph 1 on data carriers, except for multiplication for use in its own organization of the Client.

Article 14 – Confidentiality and recruitment clause

- The Contractor is obliged to maintain the confidentiality of information or data provided by or on behalf of the Client. The Contractor may not make these available to third parties who are not involved in the execution of the Agreement, unless the Client has given written permission for this, or publication takes place because the law or a competent authority is obliged to do so. Contrary to the foregoing, the Contractor is authorized to use the name, a concise assignment description and the logo/logo of the Client in the context of commercial communications and to mention the relationship between the Client and the Contractor.
- The Client is obliged to observe secrecy regarding advice, opinions, or other expressions (all this in the broadest sense of the word) provided by or on behalf of the Contractor. The provision in the previous sentence does not apply if the Contractor has given prior written permission for disclosure or disclosure takes place because the law or a competent authority is obliged to do so.
- During the term of the Agreement and within 1 year after termination of the Agreement, the Client may not employ any persons who have been involved in the performance of the Agreement for or on behalf of the Contractor or negotiate employment with these parties.

Article 15 - Choice of law and forum

- Dutch law applies to all obligations between the Contractor and the Client.
- All disputes relating to or arising from the Agreement will be submitted in the first instance to the Court of Midden-Nederland, location Utrecht, the Netherlands.
- This is an English translation of the Dutch general terms and conditions. The Dutch general terms and conditions take precedence over the English translation.