



## **General Terms and Conditions**

### **Article 1 Definitions**

#### **Assignment**

The written description of the activities which Contractor will perform for Client in order to solve his need for Interim management.

#### **Client**

Private Company 227 Datascience B.V., with its registered office at Maarsbergen, registered with the Chamber of Commerce in Utrecht under number 70155887.

#### **Contractor**

The (legal) entity, or any hired third parties, performing the order with the organisation of the client to the best of its knowledge and ability, and in accordance with the requirements of good professional practice.

#### **Third Party**

The Party which uses the offers and services of Client in order to solve his need for interim management.

#### **Party**

Client, Contractor and Third Party, independently.

#### **Parties**

Client, Contractor and Third Party, jointly.

#### **Contract period**

The agreed duration of the assignment.

#### **Data**

Information which has been stored electronically, magnetically or electromagnetically to a hard drive or other computer storage medium.

#### **Computer virus**

Virus, worm, Trojan horse, spyware, denial of service attacks or any other computer program intended to mutilate or remove data or damage computer hardware.

**Damage** financial loss not caused by:

#### **Damage to persons**

Injury or damage to the health of persons, whether or not resulting in death, including the resulting consequences thereof expressed in money;

#### **Material damage**

Damage, destruction or loss of property including the resulting consequences thereof expressed in money.

#### **Loss of documents**

The destruction, damaging or loss of documents belonging to third parties and which 227 Datascience B.V retains for the purpose of its activities.



### **The scope of the obligation to compensate**

The scope of the obligation to compensate of 227 Datascience B.V is determined by the conditions, the amount to be paid by the insurance company of 227 Datascience B.V and the deductible which applies when the claim against 227 Datascience B.V is filed. The damage amount 227 Datascience B.V will reimburse will not exceed the maximum amount to be paid by the insurance company per claim per year, to be increased by the deductible.

### **Article 2 Applicability**

- 2.1 These conditions apply to all services by the Client, and are considered part of all the Client's offers, Assignments and quotations. These conditions also apply to any future assignments unless parties agree otherwise.
- 2.2 Insofar as parties deviate from these conditions or agree upon additions to these conditions, these deviations c.q. additions must be recorded in writing. Articles in these conditions from which deviations occurred in other ways than described above, will remain fully applicable.
- 2.3 No other (general) terms and conditions or arrangements will apply between parties, other than the interim management performance contract and the thereto attached enclosure 1 (assignment description) and these general terms and conditions.

### **Article 3 Formation of the contract**

- 3.1 Contracts between parties will be formed in writing before starting the performance of the assignment, yet no later than within 20 days after the physical start of the agreed assignment, by having parties sign the contracts (with enclosures) which will at least list: a description of the assignment, the expected duration of the work and the rates. The expected duration and established rates listed in the contracts are estimates which, based on the knowledge at the time of the formulation of the work, are deemed to be sufficient.
- 3.2 Contractor has been informed of the content of the contract between Third Party and Client. By co-signing this contract, Contractor agrees to the content of the contract between Third Party and Client.

### **Article 4 Performance and Process control**

- 4.1 Contractor will perform the assignment to the best of his knowledge and ability, taking into account the current state of technology and the requirements of good professional practice.
- 4.2 For the purpose of a proper performance of the activities by Contractor, Third Party must provide the necessary facilities, including hardware and software, free of charge.



- 4.3 Third Party guarantees the compliance with the applicable laws and regulations, including but not limited to the laws and regulations with regard to privacy.
- 4.4 Third Party will provide Contractor with all the authorities necessary to perform the assignment. Client will also ensure that Contractor timely receives all the information necessary to perform the assignment.
- 4.5 Third Party will make sure to provide sufficient guarantees with regard to the technical and organizational safety measures with respect to the activities to be performed by Contractor. Third Party guarantees that the provided hardware and/or software will be of good quality and will be suitable for its intended purpose.
- 4.6 The dedicated time will be determined in consultation between Third Party and Contractor and will, if necessary, be adjusted should the assignment so require. Third Party must make sure that certain processes can be performed on the hardware provided to Contractor by Third Party, within a period of time to be determined between Third Party and Contractor.
- 4.7 Should Contractor be prevented from performing the agreed activities as a result of sickness or an accident, then Contractor is obligated to (have someone) notify Third Party and Client as quickly as possible while stating the reasons and the expected duration of this inability to perform. Contractor and Client will make an effort to ensure an undisturbed progress of the activities for Third Party and will, if necessary, arrange for a replacement.
- 4.8 Client will support both Third Party and Contractor in word and deed for the duration of the contract in order to safeguard the quality of the process. Client will have no authority to provide instructions or guidance to Contractor.

**Article 5 Confidentiality and non-competition**

- 5.1 Parties are obligated to keep secret all the confidential information which they have obtained from each other or from any other source within the framework of the assignment. Parties will also guarantee to carefully and discreetly handle any information they have exchanged in whatever form or manner. Upon termination of the contract, Contractor will return to Client any documents from Client which he/she has in his/her possession.
- 5.2 Third Party and Contractor undertake not to enter into any direct or indirect contractual relation with each other, however named, for the duration of the assignment, as well as for a period of two years after the end of the assignment.
- 5.3 In Article 5.2 Third Party will also mean any companies affiliated to Third Party, as well as any possible legal successor(s).



- 5.4 Should the provisions of Article 5.2 not be observed, Client is entitled to an immediately payable compensation of the daily rate (including VAT) established in the contract between Third Party and Client, for each day that said Article is not observed. Client is entitled to claim this compensation from both Third Party as well as Contractor without legal intervention or prior notification of default or summons. On top of this, Client is entitled to claim the actual damages suffered to the extent that these damages exceed the abovementioned compensations.

## **Article 6 Liability**

- 6.1 Client will only be liable to Third Party for any shortcomings in the performance of the assignment to the extent that these result from gross negligence or intent on the part of the Client. Client will not be liable for any shortcomings by Contractor while performing the duties taken on by him/her.
- 6.2 Contractor will be liable to Third Party and Client for shortcomings in the performance of the assignment. Client will not be liable to Contractor for any damages due to actions or failing to act with regard to this assignment, except in case of gross negligence or intentional acts on the part of the Client.
- 6.3 The liability of Client following Article 6.2 of this provision will be limited to reimbursing the damages up to the amount actually paid by the insurance company and for which Client is insured, to be increased by the deductible per event per year. Compensation of higher damages, or of indirect or consequential damages, is excluded.
- 6.4 Third Party will be liable and indemnifies Client and/or Contractor for any damages which may arise, also against third parties, to include supervisors, following the actions or failure to act by Third Party, or by any person for whom Third Party is responsible, to include any claims for compensations by third parties against Client and/or Contractor which may follow from the law.
- 6.5 Contractor and Client will not be liable for the consequences of mistakes in the assignment, models or materials provided by the Client. Nor will Contractor or Client be liable for any damages resulting from incorrect or incomplete data provided by Third Party.
- 6.6 Client will not be liable for any claims based on a failure to perform, untimely performance or incomplete performance by Contractor as a result of the exceeding of the periods agreed to between Third Party and Contractor. This particularity applies when this exceeding of the time periods is a result of the incorrect estimate and planning of the necessary period of time.



- 6.7 Client will not be liable for any penalties by public sector bodies, the Public Prosecutor's Service or supervisors, in any case including disciplinary and criminal punishments and (administrative) fines by supervisors.
- 6.8 Third Party must inform Client and Contractor of any complaints regarding the performance of the assignment no later than within 20 days after the end of the assignment.
- 6.9 Contractor is obligated to take care of a sufficient professional liability insurance and director's liability insurance, which covers the risks and liability inherent to performing the assignment for at least the duration of the assignment, to be extended by a run-off period of one year. In order to check the latter, Client will receive a copy of the policy documents of the professional insurance and director's liability insurance from Contractor at the start of the contract.

## **Article 7 Fee, payment and costs**

### **7.1 Contract between Third Party and Client**

- 7.1.1 The compensation owed by Third Party to Client will be recorded in the assignment contract. Client will make sure to keep a monthly time accounting system which will serve as a basis for the calculation of the compensation for the performed assignment.
- 7.1.2 Client will not bill Third Party for more than two part-days of four hours, unless Third Party and Client have agreed otherwise.
- 7.1.3 The agreed amounts are subject to VAT.
- 7.1.4 Client will send a monthly bill with regard to the activities performed in that month. Payment of the invoice amount must - without any right to discount or set-off - occur within thirty days after the invoice date. When exceeding the payment term, Client is entitled to charge a default interest of 1% per month. Should Third Party remain in default after a reminder then Client is entitled to charge Third Party with all the collection costs, including legal assistance costs and extrajudicial costs.
- 7.1.5 Client is entitled to send invoices based on advance payments, or to demand additional security from Third Party.
- 7.1.6 In case of liquidation, bankruptcy or suspension of payment of Third Party, the claims of Client to Third Party will become immediately claimable without entitling Third Party to any set-off or suspension.
- 7.1.7 Payments by Third Party will firstly always serve to pay the interests and debt owed, and will secondly be to pay off the longest outstanding claimable invoices.



## **7.2 Contract between Client and Contractor**

- 7.1.1 The compensation owed by Client to Contractor will be recorded in the assignment contract between Client and Contractor.
- 7.1.2 Contractor will not bill Client for more than two part-days of four hours, unless Contractor and Client have agreed otherwise.
- 7.2.3 Per calendar month, Contractor will send a bill to Client within one week after the end of that month, thereby including a time accounting which is specified in such a way that it provides sufficient insight into the manner in which the amount on the bill came about.
- 7.2.4 Client will acknowledge the bill from Contractor as soon as Third Party has paid Client. Client will pay the bill from Contractor after having received the payment from Third Party with regard to that same payment period.

## **Article 8 Extension and termination of the contract**

- 8.1 The contract will end without giving notice or any other written notification on the contractually agreed date.
- 8.2 Should Third Party wish to extend the contract with Client and should Contractor agree to this extension and wish to extend this contract between Client and Third Party for the same period of time, and should Client agree to both extensions, then Client will establish this contract extension.
- 8.3 After the first 30 working days of the contract, Third Party is entitled to prematurely terminate the contract between Client and Third Party while taking a notice period of one (1) month into account. Giving notice of termination must occur by registered letter to Client, in which the notice period starts on the receiving date of this letter. Third Party will continue to owe the agreed compensation for the duration of this notice period.
- 8.4 In deviation from the previous articles parties may terminate this contract effective immediately and without statement of reasons when:
  - one of the parties requests for suspension of payment or has gone bankrupt.
  - one of the parties fails to comply with one or more provisions of the contract after notice of default
  - there are circumstances which may either significantly affect the honour or good name of a party, or could otherwise most likely cause considerable material or immaterial damage
  - when Contractor is unable to perform the agreed work for a longer period of time and, after having consulted with Client, is unable to find a fitting replacement within a reasonable amount of time.



- 8.5 If the contract between Third Party and Client is dissolved or terminated in accordance with Article 8, then the contract between Client and Contractor will also be deemed to have been terminated at that same time when the contract between Third Party and Client is terminated. If the contract between Contractor and Client is dissolved or terminated in accordance with Article 8, then the contract between Client and Third Party will also be deemed to have been terminated at that same time when the contract between Contractor and Client is terminated.

**Article 9 Prohibition on financial transactions and accepting donations**

- 9.1 Contractor is forbidden from dealing in shares of the Third Party both for the duration of as well as after the end of the assignment when these transactions are based on knowledge which is, or should not, be known to third parties and has been acquired during or following the performance of the assignment.
- 9.2 Contractor will not negotiate or accept any compensation, rewards, or other donations from Third Party, whether or not these are in kind.

**Article 10 Intellectual property**

- 10.1 All intellectual property rights developed or obtained by Contractor during the performance of the assignment, including, but not limited to database rights and copyrights with regard to the Data, will belong to Third Party. Upon request, Contractor will cooperate in the transfer of these rights to Third Party.
- 10.2 Contractor will solely obtain a right to use the Data to the extent that these are expressly provided with the Contract and are required to achieve the Goal. Any other or further right of Contractor to the use of Data are hereby excluded. In no form or manner does the Assignment constitute a transfer of property rights with regard to intellectual property from one or more Third Party to Contractor.
- 10.3 Contractor will be forbidden from changing any designations regarding the confidential nature, or the nature protected by intellectual property rights, including *copyright notices* or passwords, regarding among other things, Data, software, (data) files and/or to delete or alter any documents, except when given the explicit and written approval from the Third Party owning the respective Data.
- 10.4 Contractor will be forbidden, whether or not with the assistance of any third parties, from reproducing, publishing, or making use of Data or products, to include the results of the services provided by Contractor.
- 10.5 Client will not be liable for any loss, theft, embezzlement or damages of and to the Data or any other information provided by Third Party, to include damages by a Computer virus.



- 10.6 For every violation of this Article, Contractor will owe Client an immediately payable fine of €10,000 per violation, while Contractor will continue to owe Client an immediately payable fine of €1,000 per day for each day that this violation continues. This is in no way detrimental to Client's right to claim compensation for damages.

**Article 11 Jurisdiction / Disputes**

Solely the District Court of Midden-Nederland will have jurisdiction over any disputes between parties.