

<b>GENERAL TERMS AND CONDITIONS ECCLIS B.V. REGARDING CONSULTANCY, INTERIM MANAGEMENT AND OTHER SERVICES</b>
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**FROM:** Ecclis B.V., established in Sint Michielsgestel. Including all its trade names.  
Registered under Chamber of Commerce 95388788. hereinafter referred to as: **Contractor**

**Article 1. Definitions**

1. In these general terms and conditions, the following definitions apply:

<b>Contractor</b>	: the user of the general terms and conditions.
<b>Client</b>	: the Contractor's counterparty.

**Article 2. Applicability of these terms and conditions**

1. These terms and conditions apply to every offer and every agreement between the Contractor and a Client to which the Contractor has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to all agreements with the Contractor, for the performance of which third parties are involved.

**Article 3. Offered**

1. All offers made by the Contractor are without obligation, unless the quotation specifies a period for acceptance.
2. The prices in the quotations mentioned are exclusive of VAT, unless otherwise indicated.

**Article 4. Execution of the agreement**

1. The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship and on the basis of the state of the art known at that time.
2. If and insofar as this is required for the proper execution of the agreement, the Contractor has the right to have certain activities carried out by third parties.
3. If circumstances give cause to do so (e.g. illness), the Contractor reserves the right to have the agreed work carried out by a third party.
4. The agreed work is carried out by the contractor at its own discretion. The contractor has the right to determine and schedule the time and duration of the work at its own discretion.
5. During the course of the agreement, the Contractor and the Client will consult with each other regularly, but at least once a month, about the state of affairs, progress and all other matters relating to the assignment. Special circumstances, such as holidays, reserved.
6. At the end of the agreement, an evaluation will take place by the client and the contractor.

7. The Client shall ensure that all data and materials that the Contractor indicates are necessary or that the Client should reasonably understand are necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the information required for the execution of the agreement is not provided to the Contractor in a timely manner, the Contractor has the right to suspend the performance of the agreement and/or to charge the Client for the additional costs arising from the delay in accordance with the usual rates.
8. The Contractor is not liable for damage, of whatever nature, because the Contractor has relied on incorrect and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been known to it.
9. If it has been agreed that the agreement will be performed in phases, the Contractor may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
10. The Client authorises the Contractor to act on its behalf, insofar as this logically fits in with the assignment, as described in the quotation or agreement.
11. Without prejudice to the provisions of paragraph 10 above, all assignments are awarded to third parties on behalf of the Client. All related and resulting costs are for the account and responsibility of the client. The Client indemnifies the Contractor against the legal and extrajudicial consequences of the work to be performed in connection with the assignment.

#### **Article 5. Contract duration; Execution period**

1. The agreement is entered into for a definite period of time, unless the parties expressly agree otherwise in writing.
2. If a deadline has been agreed within the term of the agreement for the completion of certain work, this is never a fatal deadline. If the execution period is exceeded, the client must therefore give the contractor written notice of default.

#### **Article 6. Modification of the Agreement**

1. If, during the performance of the agreement, it appears that it is necessary to change or supplement the work to be performed in order to carry out the work properly, the parties will amend the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected as a result. The Contractor will inform the Client of this as soon as possible.
3. If the amendment or addition to the agreement has financial and/or qualitative consequences, the Contractor will inform the Client in advance.
4. If a fixed fee has been agreed, the Contractor will indicate to what extent the amendment or addition to the agreement will result in a change in this fee.
5. Contrary to paragraph 3, the Contractor will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

#### **Article 7. Secrecy**

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from other sources in the context of their agreement.
2. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

#### **Article 8. Intellectual property**

1. Without prejudice to the provisions of Article 7 of these terms and conditions, the Contractor reserves the rights and powers to which it is entitled under the Copyright Act.
2. All documents provided by the Contractor, such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, published or brought to the attention of third parties by the Contractor without the prior permission of the Contractor.

#### **Article 9. Termination**

Both parties can terminate the agreement at any time by registered letter. In that case, the parties must observe a notice period of at least one calendar month.

#### **Article 10. Dissolution of the agreement**

1. The Contractor's claims against the Client are immediately due and payable in the following cases:
  - a) circumstances that come to the attention of the Contractor after the conclusion of the agreement give the Contractor good reason to fear that the Client will not meet its obligations;
  - b) if the Contractor has asked the Client to provide security for compliance when concluding the agreement and this security is not provided or is insufficient.
2. In the mentioned cases, the Contractor is entitled to suspend the further execution of the agreement, or to dissolve the agreement, without prejudice to the Contractor's right to claim damages.
3. The agreement ends automatically with immediate effect:
  - a) at the end of the agreed duration of the assignment;
  - b) by mutual consent;
  - c) by declaration of bankruptcy or suspension of payments of the client;
  - d) by dissolution of the agreement as referred to in Article 14 'Non-performance'.

#### **Article 11. Defects; Complaint periods**

1. Complaints about the work performed must be reported in writing by the Client to the Contractor within 8 days of discovery, but no later than 14 days after completion of the work in question.
2. If a complaint is well-founded, the Contractor will still perform the work as agreed, unless this has in the meantime become demonstrably pointless for the client. The latter must be made known in writing by the client.
3. If the provision of the agreed services is no longer possible or useful, the Contractor will only be liable within the limits of Article 16.

#### **Article 12. Remuneration**

1. Paragraphs 2, 5 and 6 of this article apply to offers and agreements in which a fixed fee is offered or has been agreed. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.
2. The parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT, if VAT is applicable.
3. If no fixed fee is agreed, the fee will be determined on the basis of hours or days actually spent. The fee is calculated according to the usual hourly rates of the Contractor, applicable for the period in which the work is performed, unless a different hourly rate has been agreed. Keeping track of the time spent is the responsibility of the contractor.
4. Any cost estimates are exclusive of VAT.
5. For assignments with a duration of more than four weeks, the costs due will be charged periodically.
6. If the Contractor agrees on a fixed fee or hourly rate with the Client, the Contractor is nevertheless entitled to increase this fee or rate. The Contractor may pass on price increases if the Contractor can demonstrate that significant price changes have occurred between the time of offer and delivery with regard to, for example, wages.

#### **Article 13. Payment**

1. Payment must be made within 30 days of the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice was issued.
2. After the expiry of 30 days after the invoice date, the client is in default; From the moment of default, the client owes interest of 7% per month on the amount due, unless the statutory interest rate is higher, in which case the statutory interest applies.
3. In the event of liquidation, bankruptcy or suspension of payments of the Client, the claims of the Contractor and the obligations of the Client towards the Contractor will be immediately due and payable.
4. Payments made by the client are always intended to settle in firstly all interest and costs due, and secondly any due invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

**Article 14. Failure to comply**

1. In the event that the Contractor fails to fulfil its obligations under this agreement, the Client is entitled not to pay the (remainder of the) fee or not to pay it in full, as well as to dissolve the agreement.
2. In the event that the Client fails to fulfil its obligations under this agreement, the Contractor is entitled to dissolve the agreement without losing its right to the agreed fee, without prejudice to the Contractor's right to full compensation.

**Article 15. Collection costs**

1. If the Client is in default or in default of fulfilling one or more of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. In any case, the client owes:

Amount of the outstanding account	Maximum collection costs
About the first € 2,500	15%
About the next €2,500	10%
About the next €5,000	5%
About the next € 190,000	1%
Above € 200,000	0,5%

**Minimum collection costs:**

There is a minimum amount of € 250 for collection costs, regardless of the amount of the claim.

2. If the Contractor demonstrates that it has incurred higher costs, which are reasonably were necessary, they are also eligible for reimbursement.

**Article 16. Liability**

1. The results of the application and use of the studies and advice provided by the Contractor depend on many factors that are beyond the control of the Contractor. Although the assignment is carried out by the Contractor to the best of its knowledge and ability and in accordance with the requirements of good workmanship, the Contractor can therefore not give any guarantees with regard to the results of the studies carried out and advice provided by it.
2. The Contractor is only liable to the Client for damage resulting from serious shortcomings in the execution of the assignment insofar as these could have been avoided if the care, expertise and craftsmanship that could be counted on in the given assignment situation had been observed. In no event shall this liability of the consultancy firm for the adverse consequences of any shortcomings extend beyond the amount of the fees payable to it for the services in question, in the case of assignments with a longer duration further limited to the part of the fees due for the last six months.

### **Article 17. Force majeure**

1. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and case law, all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfil its obligations. This includes illness of the contractor.
2. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after the Contractor should have fulfilled its obligation.
3. During force majeure, the Contractor's obligations are suspended. If the period in which the Contractor is unable to fulfil its obligations due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being an obligation to pay compensation in that case.
4. If the Contractor has already partially fulfilled its obligations at the time of the occurrence of the force majeure, or can only partially meet its obligations, it is entitled to invoice the part already executed or executable separately and the Client is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part that has already been executed or is executable has no independent value.

### **Article 18. Dispute resolution**

The court in the Contractor's place of residence has exclusive jurisdiction to hear disputes. Nevertheless, the contractor has the right to summon its other party to appear before the court with jurisdiction according to the law.

### **Article 19. Governing Law**

Dutch law applies to every agreement between the Contractor and the Client.

### **Article 20. Modification and location of the terms and conditions**

These terms and conditions are published on the website of Ecclis B.V.

- <https://ecclis.com/general-terms-and-conditions/>

The most recently published version or the version as it applied at the time of the conclusion of the present assignment always applies.

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