



General terms and conditions of "De Externe Vertrouwenspersoon B.V."

1. Definitions

In these Terms and Conditions, the following definitions shall apply:

Client: the party who has commissioned work;

Contractor: "De Externe Vertrouwenspersoon B.V.", a private limited company, established in Amsterdam (hereinafter referred to as "DEVP") and registered with the Chamber of Commerce in Amsterdam under number 34287471;

Agreement: the contract of assignment between the Client and DEVP, of which these General Terms and Conditions form part, whereby DEVP undertakes vis-à-vis the Client to perform work and (or) provide services.

2. Applicability

- 2.1 These General Terms and Conditions apply to all legal relationships between DEVP and the Client concerning work and (or) services performed or to be performed by DEVP for the Client. Deviations from these General Terms and Conditions are only valid if and insofar as they have been expressly agreed between the parties in writing.
- 2.2 Any general terms and conditions of the Client shall not apply and any applicability thereof is expressly rejected.

3. Conclusion of the Agreement

- 3.1 An Agreement is established at the moment when (i) DEVP's / is signed by DEVP and the Client and received by DEVP, or at the moment when (ii) DEVP has started performing the work, following a (verbal) request to that effect from the Client.
- 3.2 Agreements are concluded exclusively with the Client, even if the assignment is given with a view to a specific person connected to the Client. Sections 7:404 and 7:407 (2) of the Dutch Civil Code are excluded.
- 3.3 Any offer made by DEVP is based on the information made available by the Client.

4. Information

- 4.1 The Client shall make available to DEVP in good time all documents, information, contacts and facilities necessary for the proper performance of the Agreement. This also applies to any employees of the Client.
- 4.2 The Client is furthermore obliged to provide DEVP, of its own accord, in good time with all information that the Client knows or reasonably ought to know is or may be relevant to the correct performance of the Agreement.
- 4.3 The Client guarantees the accuracy of this information. The consequences of the provision of incorrect information shall be at the expense and risk of the Client.

5 Execution of the Agreement

- 5.1 DEVP will execute the Agreement to the best and according to its own insight and ability and complete it according to the standards applicable within DEVP's line of business. DEVP does not guarantee the achievement of any particular result.
- 5.2 DEVP shall determine by which person or persons from its organisation (or from its associated external experts) and in what manner and by what means the Agreement shall be performed.
- 5.3 In the event of the appointment of a confidential adviser, investigation or complaints committee, DEVP and the Client shall agree the terms and conditions as applied by DEVP prior to the commencement of such appointment. Secrecy and confidentiality of the discussions held with an employee, as well as the interest of the employee, will be paramount at all times.
- 5.4 The Client guarantees that the fiduciary, investigative or grievance committee to be provided by DEVP will have full freedom to perform the Agreement in confidence, and with acceptance of their "professional secrecy". In the event of a conflict of interest between the Client and an employee, DEVP will at all times put the interest of the employee first. The Client agrees to this in advance and waives its rights to sue DEVP in this regard.
- 5.5 The deadlines mentioned by the Contractor for the performance of the Agreement are always target deadlines.
- 5.6 If, in DEVP's opinion, a change in the performance of the Agreement and (or) the scope of the work to be performed under the Agreement is necessary in order for it to (be able to) fulfil its obligations towards the Client, DEVP is authorised to make such a change, provided that this is required by the reasonable interests of the Client and that the change will not lead to an increase of more than ten percent (10%) in the amount to be charged to the Client. As soon as it is established that the change referred to above will lead to an increase of more than ten per cent (10%), DEVP is obliged to inform the Client thereof in advance and to enter into consultations with the Client about the (further) performance of the Agreement.

6. Changes and cancellation conditions

Amendments to the Agreement

- 6.1 The Customer is obliged to make changes to the Agreement after it has been provided, in a timely manner and in writing. Amendments to the Agreement shall be effective by and as of their written acceptance and confirmation by DEVP.
- 6.2 Costs resulting from amendments to the Agreement shall be borne by the Client.
- 6.3 Premature termination of the Agreement is possible subject to two months' notice, but DEVP thereby retains the right to payment of the entire sum of the offer, including the remuneration to third parties, unless a different arrangement has been made.

- 6.4 Long-term agreements concluded between the parties (for example: subscriptions) cannot be terminated prematurely unless there is a default on the part of DEVP, which default has occurred after DEVP has been given notice of default by the Client within a reasonable period.

Cancellation Education, course and (or) training

- 6.5 Cancellation of a programme, course or training can be made up to 30 days before the start of that particular course or training.
- 6.6 For cancellations up to 30 days before the start of the programme, course or training, an administration fee of € 250 will be charged.
- 6.7 For cancellations less than 30 days to 10 days before the start, 50% of the invoice amount of the course or refresher training will be invoiced. In case of cancellation less than 10 days before the start of the training course, the entire invoice amount is due.
- 6.8 In the case of a programme, course or training, the Client may allow a participant other than the registered participant to participate. This change must be communicated to DEVP prior to the education, course or training.
- 6.9 DEVP has the right at any time to deliver a training, course and (or) training digitally/online instead of physically.

Cancellation or modification of appointments

- 6.10 An agreed service to be performed for an individual client ("appointment") may be cancelled or rescheduled free of charge by e-mail or telephone up to two working days before the date of the appointment.
- 6.11 DEVP is entitled to charge the entire fee applicable to the relevant service in the event that an appointment is not cancelled or rescheduled on time.

7. Force majeure

- 7.1 DEVP is not obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and for which it is not responsible by virtue of the law, a legal act or generally accepted practice.
- 7.2 In these General Terms and Conditions, force majeure means, in addition to its definition in the law and case law, all external causes, foreseen or unforeseen, over which DEVP cannot exercise any control and which prevent DEVP from being able to fulfil its obligations. These include, but are not limited to: illness and (or) incapacity for work in DEVP's company, strike, fire, the consequences of a pandemic, and (or) government measures or other company disturbances.
- 7.3 Insofar as DEVP has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure, or will be able to fulfil them, and independent value can be attributed to the part already fulfilled or to the part to be fulfilled respectively, DEVP is entitled to separately invoice the part already fulfilled or to be fulfilled respectively.
- 7.4 The Principal is obliged to pay this invoice as if it were a separate Agreement.

8. Results

- 8.1 Any Agreement accepted by DEVP is subject to an obligation of effort. DEVP can never be held liable for results that are not achieved.
- 8.2 Complaints about the work/services provided by DEVP must be reported by the Client to DEVP in writing as soon as possible, but in any case within four weeks of the Client becoming aware of the work, on expiry of the right to complain. The Client thereby remains obliged to purchase and pay for the goods and (or) services purchased.
- 8.3 If the Customer has not complained within the period set by Article 8.1, all his rights in the matter shall lapse.

9 Prices and price changes

- 9.1 The prices quoted by DEVP are in Euros and exclusive of turnover tax and any government levies.
- 9.2 Travel time, travel and accommodation expenses and other costs related to the performance of the Agreement shall be charged separately.
- 9.3 DEVP is entitled to adjust its rates annually on 1 January based (at a minimum) on the CBS index and (or) on the effects of government measures.

10. Payment

- 10.1 Unless otherwise agreed in writing, payment must be made within fourteen days of the invoice date without any set-off to a bank account specified by DEVP on the invoice. Objections to the amount of invoices do not suspend the payment obligation.
- 10.2 Upon expiry of the payment term, DEVP is entitled to compensation of the statutory interest and extrajudicial collection costs (which costs are to be estimated at 15% of the principal sum).
- 10.3 If the invoice has not been paid four weeks after the due date, DEVP may suspend performance of the remaining part of the Agreement.
- 10.4 If the Client is in default or otherwise fails to fulfil its obligations, all reasonable costs incurred to obtain satisfaction, both judicial and extrajudicial, shall be borne by the Client.
- 10.5 In case of a jointly given Agreement, the Principals are jointly and severally liable for the payment of the bills, regardless of the name of such bill.

11. Liability

- 11.1 DEVP is only liable for damage incurred by the Client, which is the direct consequence of a failure attributable to DEVP in the performance of its obligations under the Agreement concluded with the Client. DEVP's liability is limited to a maximum of two

- times the amount of the fee charged by DEVP to the Client for the performance of the work in which the cause of the damage is situated, taking into account only the fee relating to the last 12 months in which such work was performed, at least up to the maximum paid out by DEVP's liability insurer in the case in question, plus the excess.
- 11.2 DEVP is not liable for indirect damages, including consequential damages, lost profits, missed savings and damages for business interruption.
 - 11.3 The foregoing does not apply in the event of intent or gross negligence on the part of DEVP, in which case the damage is limited to the maximum paid out by DEVP's liability insurer in the case in question, plus DEVP's excess.
 - 11.4 DEVP is not liable for damage caused by the Client's failure to fulfil its obligations under Article 4 or by the fact that the information provided by the Client does not comply with what it guarantees under Article 4, unless and to the extent that such damage is partly caused by DEVP's intention or gross carelessness.
 - 11.5 DEVP is furthermore not liable for damage caused by acts or omissions of third parties involved by the Client in the performance of the Agreement, unless and to the extent that such damage is partly caused by DEVP's intent or gross negligence.
 - 11.6 The Client shall indemnify DEVP against claims by third parties (including but not limited to: employees of the Client) in respect of damage related to, or arising from, the Agreement performed by DEVP, if and to the extent that DEVP is not liable to the Client for this under the provisions of this article.
 - 11.7 The limitations of liability laid down in the preceding provisions of this article are also stipulated for the benefit of the third parties engaged by DEVP in the performance of the Agreement, who may thereby rely directly on those limitations of liability.
 - 11.8 All the Client's rights of action against DEVP, on whatever grounds, shall lapse as soon as one year has elapsed after the day on which the Client became aware or should have become aware of the existence of those rights of action and the Client has not brought the relevant claims in court within that one-year period.

12. Secrecy and confidentiality

- 12.1 DEVP undertakes to keep all information and data of the Client confidential towards third parties. DEVP will further take all possible precautions within the framework of the Agreement to protect the Client's interests. Information is considered confidential if this has been communicated by the other party or if it arises from the nature of the information.
- 12.2 The Client accepts that DEVP and its affiliated professionals, including the Confidential Advisors, have a confidential relationship with employees of the Client and consequently DEVP is bound to secrecy vis-à-vis the employees and this duty of secrecy prevails at all times.
- 12.3 DEVP is entitled to use the results obtained with the performance of the Agreement, provided they are not individually traceable, for statistical purposes.
- 12.4 Any medical data is subject to the provisions of Article 88 of the Individual Healthcare Professions Act and the provisions of Article 7:457 of the Civil Code.
- 12.5 If a lawyer is involved in the performance of the Agreement, professional secrecy as referred to in Article 10a of the Lawyers Act ("Advocatenwet") shall apply.

13. Intellectual property rights

- 13.1 The intellectual property rights used or produced by DEVP in the context of the Agreement (including analyses, models, overviews, software and techniques) or which are the result of the work performed by DEVP under the Agreement (including advice, reports, rules of conduct and plans) belong exclusively to DEVP, insofar as those rights do not (also) belong to third parties.
- 13.2 Without DEVP's prior written consent, the Client is not authorised to publish or reproduce the rights referred to in Article 13.1, nor to use them for any other purpose or to make them available to persons other than those for whom or to whom the products in question are intended. This prohibition also includes the explicit or tacit authorisation of the aforementioned acts.

14. Independent complaint investigation, confidential committee/person

- 14.1 DEVP and the Client shall agree before the commencement of the investigation the procedure that will apply to the investigation.
- 14.2 Advice as a result of complaint investigations and advice from the confidential committee or confidential adviser will be provided to the Client by or on behalf of DEVP in writing and in confidence. DEVP is neither responsible nor liable for decisions and related consequences, as taken by the Client as a result of the advice.

15. Applicable law and disputes

- 15.1 The Agreement shall be governed by Dutch law.
- 15.2 All disputes arising out of or in connection with an Agreement shall be submitted exclusively to the court in Amsterdam.

These general terms and conditions were filed at the Registry of the District Court of Amsterdam on 8 February 2022 under number 9/2022. The original Dutch version will prevail over this version.