

Terms and Conditions

General terms and conditions for the private company Empact Consulting BV, established in Haarlem, Chamber of Commerce number 88756912.

Definitions

In the general terms and conditions, the following definitions apply:

- client: the party that gives the assignment;
- contractor: Empact;
- assignment or agreement: the assignment agreement, whereby the contractor undertakes towards the client to perform certain activities;
- order confirmation: the written confirmation of what has been agreed between the contractor and the client with regard to the work to be performed and the fees owed.

Assignment agreement

1. An assignment to Empact can be evidenced by the written acceptance of a quotation or order confirmation from Empact by the client, or by the signing by the client and Empact of an assignment agreement drawn up for this purpose.
2. The obligation of the contractor arising from an assignment to provide services consists of an effort to the best of its ability, based on information provided by the client and the nature of the assignment, unless the assignment expressly consists of performing a specific act or achieving of a predefined result.

Cooperation by the client

1. The client must ensure that all data and documents that the contractor believes are necessary for the correct performance of the assignment agreement are made available to the contractor in a timely manner and in the form and manner desired by the contractor.
2. The client must ensure that the contractor is immediately informed about facts and circumstances that may be important in connection with the correct performance of the contract.
3. Unless the nature of the assignment dictates otherwise, the client is responsible for the correctness, completeness and reliability of the data and documents made available to the contractor, even if these originate via or from third parties.
4. The extra costs and fees resulting from the delay in the execution of the assignment, caused by the failure to provide the requested information, documents, facilities and/or personnel, or not to do so in full, on time or properly, are for the account of client.

Execution of the order

1. All work performed by the contractor will be performed to the best of its knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended work, there is an obligation of best efforts on the part of the contractor, unless expressly agreed otherwise.
2. The contractor determines the manner in which and by which employee(s) the assignment is carried out, whereby the requirements made known by the client are observed as much as

possible. If one or more employees are named as executors in the order confirmation, the contractor will endeavor to engage the relevant employee(s) during the term of the order to perform the work. Notwithstanding the foregoing, the contractor has the right to replace the said employees if it deems it necessary.

3. If it appears that the execution of the assignment requires work that was not part of the Contract for Services, the contractor can only charge this to the client if the client has agreed to this. If the contractor foresees that work not specified in the original assignment is required or required, it will inform the client about this in a timely manner.

4. If the client wishes to involve third parties in the performance of the assignment, it will only decide to do so after agreement has been reached with the contractor.

5. The terms for implementation of the terms specified in the assignment agreement or order confirmation can only be regarded as deadlines if this has been expressly agreed in writing.

Confidentiality

1. The contractor and the employees deployed by it will regard the information obtained from the client as confidential. They require confidentiality of that information.

2. Subject to written permission from the client, the contractor is not permitted to use the confidential information made available to it by the client for a purpose other than that for which it was obtained.

3. Unless there is any statutory provision, regulation or other (professional) rule that obliges the client to disclose or prior written permission has been granted by the contractor, the client will not disclose to third parties.

4. The contractor will ensure that the obligations under this article are also imposed on third parties to be engaged by them in the context of the assignment.

The above does not affect the authority of the contractor to outline the work performed to (potential) customers of the contractor and only as an indication of the experience of the contractor.

Intellectual ownership

1. The contractor reserves all intellectual property rights with regard to products of the mind that it uses or has used and/or develops and/or has developed in the context of the performance of the assignment and in respect of which it holds the copyrights or has or can enforce other intellectual property rights.

2. The client is expressly prohibited from using those products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of the contractor, in the broadest sense of the word, with or without the involvement of third parties. reproduce, disclose or exploit. Reproduction and/or publication and/or exploitation is only permitted after obtaining written permission from the contractor. The Client has the right to reproduce the written documents for use within its own organization, insofar as appropriate within the purpose of the assignment.

Fee

1. With regard to the services and activities performed by the contractor, the client owes a fee that is calculated on the basis of the time spent on the service at the hourly rates applicable to the employee concerned at the time of the service.

The foregoing only does not apply if a fixed fee has been agreed.

2. If several (legal) persons are the client for the same assignment, they are jointly and severally liable for the obligations arising from this assignment.
3. The contractor is at all times entitled to charge one or more advance payments with regard to the fee to be declared and/or the costs to be incurred in the context of the assignment.
4. The contractor is entitled to adjust the agreed hourly rates and/or fees through indexation. Indexation can take place no more than once a year and not earlier than three months after the conclusion of the agreement. Indexation is based on the Services Price Index as published by Statistics Netherlands (CBS). Indexation is based on the CBS Services Price Index, series 2015=100 (DPI), from January to January of the previous year.

Payment

1. Payment of an invoice from the contractor must be made without suspension or set-off within 14 days of the invoice date.

After the expiry of that period, the client owes the statutory commercial interest applicable in the Netherlands without notice.

2. The contractor will provide a specification of the time spent with the invoices, unless a fixed fee has been agreed. If necessary and desired, the contractor will provide a further explanation. Such a request from the client does not affect the payment obligation as referred to in the first paragraph of this provision.

Termination

1. Both the contractor and the client are free to terminate an assignment unilaterally without stating reasons, with due observance of a reasonable notice period.

In that case, the work that has been performed up to the moment of termination must be settled.

2. In the event of termination by the client, the contractor is entitled to also charge the hours planned by the contractor in the context of the assignment granted at the agreed rate up to a maximum of 3 months, all this counting from the day of the written notification of the cancellation and after deduction of the notice period observed by the client.

3. After termination of the assignment, provided that the amount owed by the client in respect of the assignment has been paid, all documents originating from the client will be made available to the client/client at his request. An obligation on the part of the contractor to keep its file or the documents still forming part thereof can no longer be invoked if five years have elapsed after termination of the assignment or after the last invoice sent therein.

Liability

1. The contractor will perform its work to the best of its ability and will observe the due care that can be expected from the contractor. If an error is made because the client has provided the contractor with incorrect or incomplete information, the contractor will not be liable for any resulting damage.
2. If the client demonstrates that it has suffered damage due to an error by the contractor or a third party engaged by it, the contractor is liable for that damage up to a maximum of the amount or amounts paid by the client to the contractor in connection with the assignment or the obligation to compensate damage is limited to the amount paid out in the relevant case by a liability insurance taken out by the contractor.

3. Only the contractor is liable for any errors made during the execution of the assignment. Personal liability of partners or employees working for the contractor and/or hired third parties is expressly excluded - except for intent or gross negligence on the part of that (legal) person.

4. During the execution of the assignment, the client and the contractor will be able to communicate with each other at the request of one of them by means of electronic mail and applications. Both the contractor and the client recognize that the use of electronic mail and applications involves risks such as, but not limited to, distortion, delay and virus. The client and the contractor hereby declare that they will not be liable to each other for damage that may arise for one or both of them through the use of electronic mail and applications. Both the client and the contractor will do or omit to do everything that can reasonably be expected of each of them to prevent the aforementioned risks from occurring. In case of doubt regarding the correctness of the mail received by the client or contractor, the content of the mail sent by the sender is decisive.

Contract takeover

1. The client is not permitted to transfer the obligations under the agreement to third parties, unless the contractor expressly agrees to this. The Contractor is entitled to attach conditions to this permission.

2. The client indemnifies the contractor in respect of all claims from third parties that may arise as a result of non-compliance or incorrect fulfilment of any obligation by the client under the agreement and/or the applicable General Terms and Conditions.

Applicable law and competent court

1. The legal relationship between the client and contractors is governed by Dutch law.

2. Disputes will in the first instance be exclusively subject to the judgment of the Noord Holland District Court.

Haarlem, 2 of January 2023