



General terms and conditions of Marcel Poelstra Consultancy

Article 1 - Definitions

Marcel Poelstra Consultancy, registered in Harderwijk, The Netherlands, under Chamber of Commerce number 08163045, is referred to in these general terms and conditions as the service provider. The counterparty of the service provider is referred to in these general terms and conditions as the client. The parties are the service provider and the client collectively. The term agreement refers to the agreement for services between the parties.

Article 2 - Applicability of general terms and conditions

These terms and conditions apply to all offers, quotations, work, agreements, and deliveries of services or goods by or on behalf of the service provider.

Deviations from these terms and conditions are only valid if expressly agreed in writing by both parties..

The client's general terms and conditions do not apply unless expressly agreed in writing otherwise..

Article 3 - Payment

Invoices must be paid within 14 days of the invoice date unless the parties have agreed otherwise in writing or a different payment term is stated on the invoice. Payments must be made without any suspension or set-off by transferring the amount due to the bank account specified by the service provider. If the client fails to pay within the agreed term, they are automatically in default, without the need for a formal notice. From that moment, the service provider is entitled to suspend its obligations until the client has fulfilled their payment obligations. If the client remains in default, the service provider will take collection measures. The costs associated with this collection will be borne by the client. If the client is in default, they owe the service provider statutory (commercial) interest, extrajudicial collection costs, and other damages in addition to the principal sum. Collection costs are calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs. In the event of liquidation, bankruptcy, attachment, or suspension of payments of the client, the claims of the service provider against the client are immediately due and payable. If the client refuses to



Marcel Poelstra

Consultancy

cooperate in the execution of the assignment by the service provider, they are still obliged to pay the agreed price to the service provider.

Article 4 - Offers and quotations

The offers made by the service provider are valid for a maximum of one month unless a different acceptance period is stated in the offer. If the offer is not accepted within the specified period, the offer expires..

Delivery times stated in quotations are indicative and do not entitle the client to dissolution or compensation if exceeded unless the parties have expressly agreed otherwise in writing.

AOffers and quotations do not automatically apply to repeat orders. The parties must expressly agree to this in writing.

Article 5 - Prices

The prices stated in offers, quotations, and invoices of the service provider are exclusive of VAT and any other government levies unless expressly stated otherwise.

The prices of goods are based on the cost prices known at that time. Increases thereof, which could not have been foreseen by the service provider at the time of making the offer or entering into the agreement, may give rise to price increases.

With regard to services, the parties may agree on a fixed price when entering into the agreement.

If no fixed price has been agreed, the rate for the services may be determined based on the actual hours spent. The rate is calculated according to the usual hourly rates of the service provider, applicable for the period in which the work is performed unless a different hourly rate has been agreed.

If no rate based on actual hours has been agreed, a guideline price will be agreed for the services, with the service provider being entitled to deviate from this by up to 10%. If the guideline price exceeds the agreed price by more than 10%, the service provider must inform the client in a timely manner as to why a higher price is justified. The client then has the right to cancel that part of the assignment which exceeds the guideline price plus 10%.

Article 6 - Price Indexation

The prices and hourly wages agreed upon when entering into the agreement are based on the price level applicable at that time. The service provider has the right to adjust the fees to be charged to the client annually as of January 1st.

The adjusted prices, rates, and hourly wages will be communicated to the client as soon as possible.



Article 7 - Information provision by the client

The client must make all information relevant to the execution of the assignment available to the service provider.

The client must make all information relevant to the execution of the assignment available to the service provider.

The client guarantees the accuracy, completeness, and reliability of the data and documents provided to the service provider, even if they originate from third parties, unless the nature of the assignment dictates otherwise.

The client indemnifies the service provider against any damages arising in any form whatsoever from the failure to meet the provisions of the first paragraph of this article.

If requested by the client, the service provider will return the relevant documents.

If the client does not, not in time, or not properly provide the data and documents required by the service provider, and the execution of the assignment is delayed as a result, the resulting additional costs and fees will be borne by the client.

Article 8 - Cancellation of the assignment

The client is free to terminate the assignment to the service provider at any time.

If the client cancels the assignment, the client is obliged to pay the service provider the owed wages and the incurred costs.

Article 9 - Execution of the agreement

The service provider will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

The service provider has the right to have work performed by third parties. The service provider must inform the client in a timely manner, if applicable.

The execution takes place in mutual consultation and after written approval and payment of any agreed advance.

It is the client's responsibility to ensure that the service provider can start the assignment on time.



Article 10 - Duration of the assignment

The agreement between the client and the service provider is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing.

If the parties agree on a deadline for the completion of certain work within the term of the agreement, this is never a strict deadline. If this deadline is exceeded, the client must give the service provider written notice of default.

Article 11 - Amendment of the agreement

If during the execution of the agreement it becomes apparent that it is necessary to change or supplement the work to be carried out for proper execution, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. The service provider will inform the client of this as soon as possible.

If the amendment or supplement to the agreement has financial and/or qualitative consequences, the service provider will inform the client of this as soon as possible in writing.

If the parties have agreed on a fixed fee, the service provider will indicate to what extent the amendment or supplement of the agreement results in exceeding this fee.

Article 12 - Force majeure

In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by the service provider to fulfil any obligation to the client cannot be attributed to the service provider in the event of a circumstance independent of the will of the service provider, which prevents the fulfilment of its obligations to the client in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of the service provider. Such circumstances include failures by suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions, and work interruptions.

If a situation as referred to above arises as a result of which the service provider cannot fulfil its obligations to the client, those obligations will be suspended as long as the service provider cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part.

In the case referred to in the second paragraph of this article, the service provider is not obliged to compensate any damage, even if the service provider benefits from the force majeure situation.



Article 13 - Set-off

The client waives the right to set off a debt to the service provider against a claim against the service provider.

Article 14 - Suspension

The client waives the right to suspend the fulfilment of any obligation arising from this agreement.

Article 15 - Transfer of Rights

Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision has property law effect as referred to in Article 3:83, paragraph 2 of the Dutch Civil Code.

Article 16 - Expiry of the claim

Any right to compensation for damages caused by the service provider lapses in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 17 - Insurance

The client is obliged to adequately insure and keep insured the goods delivered, which are necessary for the execution of the underlying agreement, as well as goods of the service provider present at the client's premises and goods delivered under retention of title, against fire, explosion, and water damage, as well as theft.

The client will provide the policy of these insurances for inspection upon first request.

Article 18 - Liability for damage

The service provider is not liable for damage resulting from this agreement unless the service provider caused the damage intentionally or through gross negligence.

In the event that the service provider owes compensation to the client, the damage will not exceed the fee.

Any liability for damage arising from or related to the execution of an agreement is always limited to the following amount paid out in the relevant case by the professional liability insurance(s) taken out, plus the amount of the excess according to the relevant policy. The limitation of liability also applies if the service provider is held liable for damage caused directly or indirectly by the improper functioning of the equipment, software, data files, registers, or other items used by the service provider in the execution of the assignment.



Marcel Poelstra Consultancy

The service provider's liability is not excluded in the event of intent or deliberate recklessness by the service provider, its management, or subordinates.

Article 19 - Liability of the client

If an assignment is given by more than one person, each of them is jointly and severally liable for the amounts owed to the service provider under that assignment.

If an assignment is given, either directly or indirectly, by a natural person on behalf of a legal entity, that natural person may also be considered a client in a private capacity. This is on the condition that this natural person can be regarded as (co-)policymaker of the legal entity. In the event of non-payment by the legal entity, the natural person is personally liable for payment of the invoice, regardless of whether it was made out in the name of the legal entity, the client as a natural person, or both.

Article 20 - Indemnification

The client indemnifies the service provider against all claims from third parties related to the goods and/or services delivered by the service provider.

Article 21 - Complaint obligation

The client is obliged to report any complaints about the work performed immediately in writing to the service provider. The complaint must contain as detailed a description as possible of the shortcoming, so that the service provider is able to respond adequately.

A complaint cannot result in the service provider being obliged to perform work other than as agreed.

Complaints must be reported in writing within 14 days of discovery.

Article 22 - Retention of title, right of suspension, and right of retention

Goods present at the client's premises and delivered goods and components remain the property of the service provider until the client has paid the full agreed price. Until then, the service provider may invoke its retention of title and reclaim the goods.

If the agreed advance payments are not made or not made on time, the service provider has the right to suspend the work until the agreed part has been paid. In that case, the creditor's default applies. A delayed delivery cannot be held against the service provider.

The service provider is not authorized to pledge or otherwise encumber the items subject to its retention of title.



Marcel Poelstra Consultancy

If goods have not yet been delivered, but the agreed advance payment or price has not been paid in accordance with the agreement, the service provider has the right of retention. The goods will then not be delivered until the client has paid in full and in accordance with the agreement.

In the event of liquidation, insolvency, or suspension of payments of the client, the obligations of the client are immediately due and payable.

Article 23 - Intellectual Property

Unless otherwise agreed in writing, the service provider retains all intellectual property rights (including copyright, patent law, trademark law, design and model law, etc.) to all designs, drawings, texts, data carriers with data or other information, quotations, images, sketches, models, maquettes, etc.

The aforementioned intellectual property rights may not be copied, shown to third parties, made available, or used in any other way without the written consent of the service provider.

The client is obliged to maintain confidentiality regarding the confidential information made available by the service provider. Confidential information includes, in any case, the information covered by this article as well as business data. The client is obliged to impose a written duty of confidentiality on their staff and/or third parties involved in the execution of this agreement, to the extent necessary.

Violation of the provisions in this article will result in an immediately payable fine of €5,000 per violation and €500 for each day the violation continues, without prejudice to the service provider's right to claim full compensation.

Article 24 - Confidentiality

Each party shall keep confidential any information received from the other party (in any form) and any other information concerning the other party that they know or should reasonably suspect is confidential or that they can expect to cause damage to the other party if disseminated.

The confidentiality obligation described in the first paragraph of this article does not apply to information:

that was already public at the time the receiving party received it or subsequently became public without the receiving party breaching its confidentiality obligation;

that the receiving party can prove was already in its possession at the time it was provided by the other party;

that the receiving party received from a third party who was entitled to provide this information to the receiving party;

that is disclosed by the receiving party pursuant to a legal obligation.



Marcel Poelstra Consultancy

The confidentiality obligation described in this article applies for the duration of this agreement and for a period of three years after its termination.

In the event of a breach of the confidentiality obligation, the breaching party shall be liable for an immediately payable fine of €5,000 per breach and €500 for each day the breach continues, without prejudice to the right of the injured party to claim full compensation.

Article 25 - Non-solicitation of employees

The client shall not employ any employees of the service provider (or of companies that the service provider has engaged to perform this agreement, who have been involved in the execution of the agreement) or otherwise engage them directly or indirectly to work for them. This prohibition applies during the term of the agreement and for one year after its termination. There is one exception to this prohibition: the parties can make other arrangements in good business consultation. These arrangements are only valid if confirmed in writing.

Article 26 - Applicable Law and Jurisdiction

All agreements between the parties are exclusively governed by Dutch law.

The Dutch court in the district where Marcel Poelstra Consultancy is established has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.