

RED MORE

Value by smart people

General Terms and Conditions – Secondment and Consultancy

Version July 2021

These General Terms and Conditions – Secondment and Consultancy (“GTC”) as stipulated herein are applicable between you (the “Client”) and Redmore Holding B.V. or a Redmore Affiliate (in these GTC referred to individually as “Redmore”). The Client and Redmore will be jointly referred to as the “Parties” or individually as “Party”.

1 General & Definitions

- 1.1. Redmore will carry out activities in the field of Secondment and/or Consultancy (“Services”) for the Client, who will purchase and pay for the Services, under the conditions and provisions as stipulated in the GTC and the Contract.
- 1.2. Words in these GTC that are capitalized have the meaning as defined below both in singular and plural:

“Assignment”	The Services, Fee, duration of the Services and other operational elements for the provision of Services;
“Client”	The Party which will purchase the Services of Redmore and hereby commits himself to payment, under the conditions and provisions as stipulated in the GTC and the Contract;
“Consultancy”	The provision of professional advice or of other services for specific projects or issues, related to the specific knowledge or specialisation of a Consultant;
“Consultant”	A natural person who will carry out the Services, being an employee of Redmore, a self-employed person or independent professional hired by Redmore, or an employee hired by Redmore from a third party;
“Contract”	The agreement between Redmore and the Client, regarding the provision of Services by Redmore, Consisting of all that is agreed, like the Order Confirmation and the GTC;
“Fee”	The compensation, payable by the Client to Redmore for the execution of the Services as further detailed in the Assignment;
“Fixed Fee”	A fixed price for the Services, based on a result to be achieved;
“General Provisions”	The part of these GTC which regards any type of agreement regarding the services of Redmore in the field of Consultancy and/or Secondment, to which these GTC are applicable;
“Order Confirmation”	The written description and recording of the Assignment;
“Qualifications”	The qualities that a Consultant must possess as agreed upon with the Client, which will be described or specified in the Order Confirmation, for example in the field of (i) knowledge, experience, and skills, (ii) personality and social skills, and (iii) compliance requirements;
“Redmore Affiliate”	Any company over which Redmore Holding B.V. directly or indirectly holds 50 percent of its shares and/or control;
“RFC”	A request for change of and/or addition to the Services;
“Secondment”	Activities conducted by collaborators of or natural persons hired by Redmore, by order of and under the direction and supervision of the Client;
“Special Provisions”	The part of these GTC which regards a specific (part of an) agreement to which these GTC are applicable;
“Temp to Perm”	Form of Secondment where Parties agree in advance in writing to the intention that the Consultant enters into an employment agreement with the Client after a certain period of time.

2 Applicability

- 2.1. These GTC are applicable to all Contracts, Assignments, proposals or any related communication, the performance and provision of Services and any other legal relation between Redmore and the Client arising out of or in connection with the foregoing.
- 2.2. In case of conflict between the General Provisions and the Special Provisions, the Special Provisions prevail.
- 2.3. Redmore explicitly rejects the applicability of any general terms and conditions of the Client, or of a third party to a Contract or the negotiations on it. Any general terms and conditions in the order or order confirmation of the Client, invoice, or other document or correspondence provided to Redmore are not applicable to and do not affect the Contract or any negotiations thereof.
- 2.4. Deviations from and additions to these GTC only apply if confirmed in writing by Redmore.

3 Acceptance of the Contract

- 3.1. The information as stated in proposals which are issued by Redmore or their employees is only indicative and in no way binding. Prices and other conditions which are indicated are only intended as a non-binding invitation to enter into negotiations and are not an offer in the legal sense, unless these are signed by authorised persons to that effect. Unless stipulated otherwise, binding offers issued by Redmore have a validity period of 30 calendar days.
- 3.2. Upon acceptance of a binding offer, Redmore commits itself to perform the activities as described in the relevant

Assignment and in conformity with the conditions of these GTC. The Client hereby commits himself to pay the agreed Fee. The Assignment will in principle be recorded between the Parties by their authorised persons in an Order Confirmation.

4 Duration

- 4.1. The Assignment is entered into for the period of time that results from the nature of the Assignment and/or is stipulated in the Order Confirmation.
- 4.2. If an execution period or end date has been agreed upon for the completion of certain activities within the duration of an Assignment, this is never a strict deadline. If the execution period, or end date, is exceeded, a written notice of default is always required before default occurs.
- 4.3. An Assignment for a fixed period is entered into for:
 - a. a period established in advance, with an established start and end date; or
 - b. an objective or result established in advance, whereby the realisation of said objective or result brings the assignment to an end; or
 - c. a period to be further established which in any case does not exceed the final expiry date.

5 Termination of the Assignment

- 5.1. The Assignment for a fixed period ends by law and save for further provisions in these GTC and the Contract cannot be terminated prematurely.
- 5.2. The Assignment for an indefinite time can be terminated by each of the Parties in writing, with due regard of a notice period of at least one month.
- 5.3. Each Party has the right in to terminate the Assignment in any case with immediate effect in writing, without leading to the entitlement of the other Party to compensation of damages, if:
 - a. the other Party is in a state of bankruptcy;
 - b. the other Party applies for, or is granted temporary suspension of payment;
 - c. (the organisation of) the other Party is liquidated;
 - d. the other Party is not providing or performing its obligations from the Contract for at least 30 days due to force majeure;
 - e. a situation occurs which can be further specified in the Assignment.
- 5.4. In all cases of (premature) termination, Redmore retains the right to payment of the Fee by the Client for the part of the Assignment already performed by Redmore.

6 Fee and payment

- 6.1. Unless Parties have agreed to work on the basis of a Fixed Fee, the Fee is based on (i) the hourly rate of the relevant Consultant(s); and (ii) the number of hours agreed in the Order Confirmation, plus any overtime.
- 6.2. The Fee does not include VAT or other taxes.
- 6.3. Unless otherwise agreed, the Consultant's travel costs, costs for accommodation and other expenses are not included in the Fee and must be reimbursed to Redmore separately by the Client.
- 6.4. The Fee will not be reduced during an Assignment. Redmore has the right to renegotiate the Fee, (i) if the Client indicates that it wishes to extend the Assignment or (ii) in the event of a promotion of the Consultant within Redmore's organization during an Assignment. Redmore is furthermore allowed to adjust the Fee once per year with a percentage with a minimum of the index rate (from statistics institute CBS) regarding union contracts (CAO) for professional service providers per month, including special remunerations, total CAO sectors.¹
- 6.5. Save in case of force majeure, as further described in article 10 of these GTC, the situation that no activities can be conducted, just as the lack of activities to be conducted, lies in the sphere of risk of the Client. In such a situation, the Client remains under the obligation to pay the agreed Fee and is not authorised to suspend the agreement. It is not relevant, thereby, whether the Consultant is subject to an attendance obligation during this period.
- 6.6. The Client is bound at all times to pay the invoices submitted by Redmore within 14 days after receipt. If the invoice is not settled within this period, the Client is legally in default from the day following the expiry date for payment, without any prior default notice. In case of default of the Client, Redmore has the right to bill the statutory interest as referred to in article 6:119a of the Dutch Civil Code, as well as the judicial and extrajudicial costs which were incurred to proceed with the collection of the Fee.
- 6.7. The correctness of an invoice submitted by Redmore is assumed if the Client has not objected to the correctness of the invoice within the payment period.
- 6.8. In the event of a dispute regarding the correctness and completeness of an invoice, Redmore's administration shall prevail, unless the Customer provides proof to the contrary. This is a clause pertaining to the burden of proof.
- 6.9. The Client is not entitled to suspend any payment or to settle amounts due.

¹ CBS indexcijfer CAO lonen zakelijke dienstverlening per maand inclusief bijzondere beloningen, Totaal CAO sectoren

7 Performance and Liability

- 7.1. The Services are carried out by Redmore, or by the Consultant, by order of and at the expense and risk of the Client. Redmore and its Consultant are never liable for (not achieving) result commitments which are applied internally at a Client.
- 7.2. Redmore's liability for the incorrect or incomplete carrying out of activities or for not or incompletely delivering results, is limited to the repairing, restoring, delivering, or correcting of the activities or results.
- 7.3. Without prejudice to the provisions of article 7.2, any liability of Redmore is capped at EUR 1,000,000 per calendar year, on the understanding that Redmore's liability per event is limited to (i) the amount that Redmore invoiced to the Client (excluding VAT) in the 12 months preceding the event on which Redmore's liability is based; or, if lower, (ii) EUR 500,000. For the purposes of this article, an interrelated connected series of events is considered to be one and the same event.
- 7.4. Redmore is never liable for loss of turnover or profit, loss of contracts or loss of goodwill, reputational damage, lost savings or trading loss, (additional) costs or for any other form of indirect or consequential or pure financial loss.
- 7.5. No exclusion or limitation of liability shall apply to damage that is the result of intent or wilful recklessness on the part of a Party or its managerial subordinates.
- 7.6. All rights to claim(s) of the Client against Redmore expire 12 months after the day on which the Client became aware or could reasonably have become aware of the existence of such right(s) to claim, and at the latest 12 months after the end of the Assignment.

8 Commissioning principles & practices

- 8.1. The Client will perform (its part of) the Contract with due care and decency towards both Redmore and the Consultant.
- 8.2. The Client is obliged to provide Redmore with all requested and relevant information in a timely manner. Redmore may rely on the information provided by the Client to be accurate and complete. The Client understands that failure to comply with these obligations will have consequences for Redmore's performance of the Contract.
- 8.3. In case the activities are performed at the Client's location, the Client guarantees that;
 - a. The location, i.e. workplace (in the widest sense of the term) at the Client, where the activities are conducted and all tools which are reasonably required and have been made available by the Client are at least compliant with the safety standards pursuant to article 7:658 section 1 of the Dutch Civil Code and with the requirements pursuant to the applicable legislation and regulations regarding labour conditions;
 - b. All tools which are reasonably required to carry out the activities, such as IT-tools and possibly an access card will be provided to the Consultant free of charge.

9 Non-disclosure

- 9.1. Each of the Parties commits itself to total confidentiality with regard to all information which they have received (written and/or verbal) directly or indirectly in the context of the Contract and of which it knows or reasonably should know to be confidential information. The information may not be used differently than for the purpose the information was provided for.
- 9.2. Both Parties make sure that this confidential information is not disclosed in any manner to third parties, unless, and in such case to the extent that, the provision of this information to a third party is necessary for the purpose of the Assignment or if a legal obligation to this effect pertains.
- 9.3. Redmore undertakes that the Consultant is bound by a confidentiality obligation that is equivalent to the confidentiality obligation as laid down above in articles 9.1 and 9.2.
- 9.4. Redmore reserves the right to use the know-how gained through the provision of Services for other purposes, subject to the provisions of this article 9.
- 9.5. The confidentiality obligation applies during the effective time of the Contract and shall survive for a 2-year period following its termination.

10 Force majeure

- 10.1. Parties are (temporarily) not held to perform their obligations arising from the Contract if this is (temporarily) rendered impossible, or if performance can no longer reasonably be expected, as a result of force majeure. For the avoidance of doubt: if and to the extent Redmore or the Consultant is unable to perform the Services due to force majeure, the Client will not be obliged to pay the Fee. The Client remains bound to pay the Services already provided by Redmore.
- 10.2. Force majeure is a situation in which one of the Parties cannot comply with one or more obligations from the Contract as the result of an event which, by standards of reasonableness and fairness, lies outside its sphere of influence. The term force majeure on the part of Redmore comprises in any case, though is not limited to: non-performance of supplier(s) or other third parties that Redmore relies on for the performance of the Services, strikes and absenteeism by staff.
- 10.3. In case of termination due to force majeure, as arranged for in article 5.3.d of these GTC, the Parties do not owe each other any compensation for damage.

11 Data Protection

- 11.1. Parties declare that during the performance of the Contract they will act with due regard for all applicable legislation and regulations in the field of the protection of personal data, especially the General Data Protection Regulation (“GDPR”). Parties can both be considered data controller with regard to the processing of personal data for their own purposes. The Client indemnifies Redmore against damage which Redmore incurs due to non-compliance with said legislation and regulations.
- 11.2. The Client will not request from or send to Redmore any personal data, which are not required for the Services.
- 11.3. If the Services involve the processing of personal data, whereby Redmore processes the personal data on behalf of or for the benefit of the Client - as a ‘(sub-)processor’ - the Parties will enter into a data processor agreement in conformity with the GDPR.

12 Audits

- 12.1. The Client has the right under condition of providing prior notice a reasonable period in advance, to carry out an audit at Redmore. The Client thereby gains access to those documents and locations reasonably necessary for the relevant audit. Audits take place no more often than once per calendar year, during the office hours which are customarily applied at Redmore.
- 12.2. The costs for conducting the audit are borne by the Client.
- 12.3. If any non-performance of the Contract by Redmore is revealed by the audit, this does not mean that Redmore is in default. Parties will enter into mutual consultation about the findings of the audit and the remediation of any non-performance.
- 12.4. If Redmore is already in possession of a certificate, statement, audit report or other document that demonstrates its compliance with the obligations on which the Client intends to carry out an audit, Redmore will provide a copy of this at the Client's first request to demonstrate its compliance.

13 Applicable law and competent court

- 13.1. The Contract is exclusively governed by and construed in accordance with the laws of the Netherlands.
- 13.2. In the event of disputes each Party is free to seek out the competent court if it proves impossible to reach an agreement by way of prior consultation. The courts of law of Midden-Nederland location Utrecht have exclusive jurisdiction to hear these disputes.

14 Final provisions

- 14.1. If one or more provisions of these GTC are void, annulable, or unenforceable, this does not affect the other provisions of these GTC, Order Confirmation or other agreement which governs the performance by Redmore and its Client. The provision which is not legally valid or which is not legally enforceable will be replaced by a provision which is as much as possible in conformity with the original intent of the Parties.
- 14.2. Redmore has the right to amend these GTC, making the new version (also) applicable to an ongoing Contract. If Redmore wishes to make use of this right, it will inform the Client of the intended amendments in writing as quickly as possible. The Client is assumed to have accepted all amendments to the GTC if, within 1 month of being notified by Redmore, it has not made its objections known to Redmore in writing.

Special Provisions

Secondment

15 The Consultant

- 15.1. Redmore aims to ensure that the Consultant is compliant, and, at least for the duration of the Assignment, will continue to comply, with the Qualifications.
- 15.2. Redmore aims that the Consultant has undergone a ‘pre-employment screening’ within 4 weeks following employment at Redmore or at least within 2 weeks after the start of the activities established in the Contract.
- 15.3. The Consultant carries out the Assignment under the direction and supervision of the Client. The Client itself is responsible for providing correct instructions and the possible control and monitoring of the correct performance and execution of the activities.
- 15.4. The deployment and activities of the Consultant are limited to what is agreed prior to or after the start of the Assignment by mutual agreement between Redmore and the Client. The hiring of the Consultant to a third party or deployment of the Consultant abroad is only possible if Redmore has granted its explicit written consent for this.
- 15.5. If the Consultant is self-employed, Redmore will take care of diligent hiring, assured by a sound hiring agreement, whereby the self-employed party is assessed for economic independence and entrepreneurship.

16 Execution of the Assignment for Secondment

- 16.1. Without prejudice to the provisions of article 3, the nature and content of the Assignment for Secondment are determined and described by the Client.
- 16.2. Unless a sufficiently specific result to be obtained is determined beforehand and agreed in writing, Redmore provides the Services on the basis of an obligation of effort and does not guarantee any results.

- 16.3. Redmore is never liable for damage caused as a result of an incorrect instruction or a lack of or improper performance of direction and supervision by the Client.
- 16.4. The Client is liable for, and will indemnify Redmore against, all damages and costs which the Consultant incurs in the context of the conducting of his activities, if and to the extent that the Client and/or Redmore (possibly) are liable for this pursuant to the law, specifically on grounds of, though not limited to, the provisions regarding labour conditions and the liability of the employer as stipulated in Volume 7 of the Dutch Civil Code (including in any case article 7:611 and article 7:658). The Client also has the obligation to compensate damages which a Consultant suffers in case of the damaging or loss of materials belonging to him and which was used in the context of the Assignment.
- 16.5. Parties strive to describe the following elements, to the extent relevant, in an Order Confirmation:
- the Services;
 - the effective term (start date and end date) and number of working hours;
 - the location where the activities are normally conducted;
 - the name of the Consultant to be deployed by Redmore;
 - the Fee to be paid;
 - possible option to extend.

17 Non-solicitation Consultant

- 17.1. The Client and its affiliated companies are not allowed during the Assignment – also including the time between the moment of adoption of the Assignment and the start of the provision of the Services – to enter into an employment agreement with a Consultant or to have a Consultant carry out activities on grounds of another type of agreement. Upon violation of this article 17.1 of these GTC, the Client owes an immediately payable fine to Redmore in the amount of EUR 50,000 per violation, increased by EUR 5,000 for every day that the violation continues. This does not affect the right of Redmore to demand full legal damages from the Client.
- 17.2. It is only permitted to the Client and its affiliated companies under the condition of payment of a compensation (as described in the following in this article 17.2) to Redmore within 18 months after termination of the Assignment, to enter into an employment contract with a Consultant or to have him carry out activities on grounds of another type of agreement. The amount of this compensation is at least the higher sum of 30% of the total Fee which – with regard to the full duration of the Assignment – is owed by the Client regarding the applicable Consultant or 30% of the last fixed annual salary of the applicable Consultant. The Client owes VAT over this compensation. This compensation is considered between Redmore and the Client to be a reasonable compensation as intended in article 9a paragraph 2 of the Placement of Personnel by Intermediaries Act (*WAADI: 'Wet allocatie arbeidskrachten door intermediairs'*). If the Client wishes to approach a Consultant, he will communicate this to Redmore beforehand.
- 17.3. Contrary to what is stated above, in case Temp to Perm is agreed by the Parties, the Client is permitted to enter into an employment agreement or other type of labour agreement, with the Consultant free of charge after an Assignment or series of Assignments within an agreed period of time.

18 Replacement

- 18.1. In the following situations, Redmore will take care of the replacement of a Consultant.
- If the Client indicates with proper motivation that it no longer wishes the Services of a specific Consultant, it discusses the matter with Redmore. If after this consultation, it is decided by both Parties to remove the Consultant from the Assignment, Redmore will make available a substitute for the Assignment within 10 working days. This substitute will at least meet the same Qualifications as the replaced Consultant, or at least has such Qualifications as were established beforehand. The agreed rate is thereby maintained.
 - If it is expected that a Consultant cannot be deployed for a longer period due to illness, personal circumstances, or circumstances other than regular leave, Redmore will propose a substitute on its own initiative.
 - If, for reasons of its own, Redmore wishes to replace a Consultant, Redmore will propose a replacement on its own initiative. The Client shall not refuse the replacement without reasonable grounds.

19 Hours and registration

- 19.1. The Client bears responsibility for the control and internal registration of hours worked by the Consultant.
- 19.2. Unless agreed otherwise in writing, invoicing takes place on the basis of time sheets which are filled out by the Consultant and approved by the Client in writing. The responsibility for the correctness of the time sheets offered by the Consultant lies with the Client from the moment of approval.
- 19.3. If the Client demands more working hours on a day from the Consultant than was agreed in the Assignment, or outside the established hours and days, Redmore is entitled to bill an overtime surcharge for this in addition to the agreed Fee, which is equal to the overtime surcharge which is paid out to the own staff of the Client. This surcharge will in any case not be lower than 25% over the first 2 hours of overtime after an 8-hour working day or 50% counting from the third hour after an 8-hour working day or during weekends and holidays.
- 19.4. Hours not worked due to illness absenteeism, nationally recognised holidays and/or leave of the Consultant are at

the expense of Redmore and will not be passed on to the Client. In addition, the Client has the right upon the start of the Assignment or timely to indicate a maximum of 2 days per year on which no Services are required from the Consultant. This time will not be charged by Redmore to the Client either.

- 19.5. Costs for business trips or other work-related travels, whether domestic or international, required by the Client are not included in the Fee. The time a Consultant spends on such travels is also borne by the Client.

20 Intellectual property

- 20.1. The intellectual property rights of the data, results, instructions, reports and documents produced by Redmore in the context of the Assignment for Secondment Services, and of the information contained in there, lie with the Client. To the extent possible and required, Redmore will transfer all rights of intellectual property which result from the Assignment for Secondment Services to the Client.

Consultancy

21 Implementation of the Contract for Consultancy

- 21.1. For Consultancy, Parties will determine the activities jointly.
- 21.2. Redmore is entitled, after consultation with the Client, to replace a Consultant, provided the continuity of the activities is secured as much as possible and Redmore ensures the replacement meets the Qualifications as laid down in the Order Confirmation.
- 21.3. Parties strive to describe the following elements, to the extent relevant, in an Order Confirmation:
- the Services;
 - the effective term (start date and end date);
 - the result(s) to be achieved;
 - the Fee payable.

22 Non-solicitation Consultant

- 22.1. The Client and its affiliated companies are not permitted to enter into an employment agreement or any other type of labour agreement (other than the Assignment) with the Consultant during or after termination of the Assignment, without the prior permission from Redmore.
- 22.2. If the Client is in violation of what is stipulated in section 1 of this article, the Client owes Redmore an immediately payable penalty of the amount of EUR 50,000 per violation and EUR 5,000 per day that the violation continues. This does not affect the right of Redmore to demand full legal damages from the Client.

23 Intellectual property

- 23.1. All rights of intellectual property on software, devices, or other material such as analysis, tools, (calculation) models, designs, reports, quotations, as well as preparatory material thereof developed by Redmore independently or developed in the context of the Assignment for Consultancy (“Redmore IP”), lie exclusively with Redmore, their licensors and/or their suppliers. The Client solely obtains the non-exclusive right to the use of Redmore IP as established in an Order Confirmation or necessary in the Context of the Assignment. Without the explicit consent of Redmore, Redmore IP may in no manner be multiplied, transferred, given for perusal or in sub-license to third parties and/or be used in violation of any other intellectual property right.
- 23.2. If the Client is in violation of what is stipulated in section 1 of this article, the Client owes Redmore an immediately payable penalty of the amount of EUR 50,000 per violation and EUR 5,000 per day that the violation continues. This does not affect the right of Redmore to demand full legal damages from the Client.

24 Retention of title

- 24.1. All materials supplied by Redmore, including designs, sketches, drawings, films, software, (electronic) files etc., remain the property of Redmore until the Client has fulfilled all obligations under the Assignment.
- 24.2. The Client is not authorised to pledge the materials subject to retention of title, nor to encumber them in any way.
- 24.3. If any third party seizes materials delivered under retention of title, or wish to establish or enforce rights thereon, the Client is obliged to immediately inform Redmore.
- 24.4. In the event that Redmore wishes to exercise its property rights as referred to in this article, the Client now gives unconditional and irrevocable permission to Redmore or third parties to be designated by it to enter all those places where Redmore’s materials are located and take the materials (back).

25 Acceptance of the Deliverables

- 25.1. In principle, Redmore is only subject to an obligation of best effort in the performance of the Assignment. If an Assignment sets a clear result or results to be achieved, Redmore will deliver such results in the form and in the manner as specified in the Order Confirmation. If the Client does not state otherwise within 1 month after delivery of the aforementioned results, it is assumed that the results have been delivered correctly.
- 25.2. In no event is Redmore liable if the Client, or a third party deployed by the Client, applies changes to the results.

26 Fixed Fee

- 26.1. If Parties agree to a Fixed Fee, this Fixed Fee is based on a number of assumptions as set forth by Redmore in its quotation, project-initiation document or other correspondence provided prior to the provision of services, including, though not limited to, the assumption that certain required data and other input from the Client are supplied timely and completely.
- 26.2. Parties acknowledge that these assumptions constitute the basis of the Fixed Fee. Redmore may amend the amount of the Fixed Fee if the assumptions turn out not to be in accordance with the reality. In such case, Redmore will send the Client a written proposal for an alteration of the Fixed Fee, with a motivation for the applicable assumption.
- 26.3. Unless Parties expressly agree otherwise in the context of an RFC, changes made on the basis of an RFC are not included in the Fixed Fee. The compensation for this will be agreed and billed separately.