

AB&C GROUP GENERAL TERMS AND CONDITIONS

1. Definitions

1.1 In these general terms and conditions, hereinafter referred to as the "GTC", the following terms have the following meanings, unless expressly stated otherwise:

User: the companies that are part of AB&C Group and/or its Affiliated Companies, including, but not limited to, Aeves Holding B.V., Aeves B.V., Aeves Executive Search B.V., Benefit Inkoopadviesgroep B.V., Het NIC Holding B.V., Het NIC B.V. and Het NIC Associates B.V., which use the GTC.

Affiliated Company: a company in which AB&C Group holds a direct or indirect interest of 50% or more.

Client: the User's contracting party.

Agreement: the agreement to provide services.

2. General

2.1 The GTC apply to every offer, quotation and Agreement between the User and the Client to which the User has declared these terms and conditions applicable.

2.2 The GTC also apply to all Agreements with the User for which third parties need to be engaged.

2.3 If the User's services result in an agreement between the Client and a third party, the User will not be party to this agreement with the third party, unless the User and the Client have expressly agreed otherwise in writing.

2.4 Any deviations from the GTC will only be valid if expressly agreed in writing.

2.5 The applicability of any purchasing or other terms and conditions of the Client is expressly rejected.

2.6 If one or more provisions of the GTC are null and void or are annulled, the remaining provisions of the GTC will remain in full force and effect. The User and the Client will then consult each other in order to agree on new provisions to replace the null and void or annulled provision(s), with the purpose and purport of the original provision(s) being taken into account if and to the extent possible.

3. Offers and quotations

3.1 Quotations issued by the User are non-binding and are valid for 30 days, unless otherwise indicated. The User will only be bound by a quotation if the Client has confirmed its acceptance in writing within 30 days, unless otherwise indicated.

3.2 Quotations issued by the User are based on information the Client has provided. The Client guarantees that, to the best of its knowledge, the Client has provided all essential information for drafting and performing the Agreement.

3.3 Prices stated in quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including shipping and handling costs, unless otherwise indicated.

3.4 If the acceptance differs from the offer included in the quotation, the User will not be bound by it. In that case, the Agreement will not be concluded. The User has the option of accepting or rejecting the modified offer.

3.5 A combined quotation does not oblige the User to perform part of the Agreement at a corresponding part of the price quoted.

3.6 Quotations do not automatically apply to future assignments.

4. Performance of the Agreement

4.1 Subject to the statutory provisions applicable to the provision of the services, the User will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of professionalism, all based on the state of the art known at that time.

4.2 If and to the extent the proper performance of the Agreement so requires, the User has the right to have certain work carried out by third parties.

4.3 The Client will ensure that all information that the User indicates is necessary, or that the Client should reasonably understand is necessary, for performing the Agreement is provided to the User in a timely manner. If the information required for performing the Agreement is not provided to the User in a timely manner, the User has the right to suspend performance of the Agreement and/or to charge the Client the additional costs ensuing from the delay according to the usual rates.

4.4 If the User or third parties engaged by the User carry out work in the context of the assignment at the Client's premises or at a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge.

4.5 Where the User acts as an intermediary to search for job applicants, it will gather information about the applicant to the best of its knowledge and ability. The User may not in any way be held liable for incorrect information an applicant provides during the recruitment and selection process or for incorrect information that third parties provide about the applicant.

5. Amending the Agreement

5.1 If, when performing the Agreement, it turns out that the work to be carried out has to be adjusted or supplemented to ensure proper performance, the parties will consult to amend the Agreement accordingly in a timely manner.

5.2 If the parties agree to amend or supplement the Agreement, this may affect when the performance is completed. The User will inform the Client of this as soon as possible.

5.3 If amending or supplementing the Agreement will have financial and/or qualitative consequences, the User will inform the Client of this in advance.

5.4 If a fixed fee has been agreed, the User will also indicate to what extent amending or supplementing the Agreement will result in an overrun of this fee.

5.5 In derogation from article 5.3, the User will not be able to charge additional costs if the amendment or supplement is the result of circumstances attributable to the User.

6. Contract period and time limits

6.1 The Agreement between the User and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or the parties expressly agree otherwise in writing.

6.2 If, during the term of the Agreement, a deadline is agreed for the completion of certain work, this will never be a strict deadline. Therefore, the Client must give the User a written notice of default if the period for performance is exceeded.

7. Fee

- 7.1 The parties may agree a fixed fee when the Agreement is concluded.
- 7.2 If no fixed fee is agreed, the fee will be determined based on the number of hours actually worked. The fee will be calculated according to the User's usual hourly rates that are valid for the period in which the work is performed, unless a different hourly rate is agreed.
- 7.3 Rates and cost estimates based on them are indicated in the quotation; these include secretarial expenses, travel time and other assignment-related expenses, unless otherwise indicated in the quotation. To the extent that any costs are not included, they may be charged separately.
- 7.4 The fee and any cost estimates are exclusive of VAT.
- 7.5 For assignments with a duration of more than one month, the fees owed will be charged periodically.
- 7.6 The User may increase the fee if, when the work is being carried out, it turns out that the amount of work originally agreed or expected was underestimated to such an extent when the Agreement was concluded – and this is not attributable to the User – that the User cannot reasonably be expected to carry out the agreed work at the originally agreed fee. In that case, the User will notify the Client of its intention to increase the fee or rate.
- 7.7 All amounts indicated by the User may be increased once per calendar year by the percentage according to the CBS index figure for wages in the services industry, unless a different index figure for price adjustments is stated in the Agreement. The User will notify the Client of the rate change approximately two months but no later than one month before the effective date.

8. Payment

- 8.1 Payment must be made within 14 days of receipt of the invoice, in a manner to be specified by the User. After the due date, statutory interest will be charged without a notice of default being required. If payment is not made, the User may suspend performance of the assignment by invoking the uncertainty exception.
- 8.2 Objections to invoiced amounts do not suspend the payment obligation.
- 8.3 The User's claims against the Client will become immediately due and payable if the Client is wound up, bankrupt, insolvent, if attachment is levied or if the Client is granted a suspension of payments.
- 8.4 If the assignment is issued by more than one Client, all Clients are jointly and severally liable for performing the obligations indicated in this article.

9. Property and indemnity

- 9.1 Opinions, reports, methodologies, models, technologies, instruments, sketches, drawings and files, including software, used to perform the assignment and included in the opinion or investigation result are and remain the User's property. They may only be disclosed after the User has consented to this.
- 9.2 The Client has the right to reproduce documents for use in its own organisation, to the extent that this is in line with the purpose of the assignment. The above applies by analogy in the event of early termination of the assignment.
- 9.3 The User reserves the right to use the knowledge gained from carrying out the work for other purposes, to the extent that no confidential information is hereby brought to the knowledge of third parties.
- 9.4 The parties indemnify each other against third-party claims regarding rights of ownership or intellectual property to the materials or data provided by the relevant party that are used in performing the Agreement.

10. Investigation, complaints

- 10.1 The Client must report complaints about the work that has been carried out to the User in writing within eight days of discovery, but no later than 30 days after completion of the relevant work. The notice of default must contain a description of the shortcoming that is as detailed as possible to allow the User to respond adequately.
- 10.2 If a complaint is well-founded, the User will then carry out the work as agreed, unless this has in the meantime become demonstrably impossible for the Client. The Client must communicate this in writing.
- 10.3 If it is no longer possible to carry out the agreed work, the User will only be liable within the limits of article 14.

11. Early termination

- 11.1 Either party may terminate the Agreement at any time by giving 30 calendar days' written notice, unless otherwise agreed in writing.
- 11.2 If the Client terminates the Agreement early, the User will be entitled to receive compensation for the resulting, plausible, loss due to loss of capacity, unless the termination is based on facts and circumstances that are attributable to the User. The Client is obliged to pay the invoices for the work carried out up to that point.
- 11.3 If the User terminates the Agreement early, the User will consult the Client to ensure that any work that still needs to be carried out is transferred to third parties, unless the termination is based on facts and circumstances that are attributable to the Client.
- 11.4 If transferring the work involves additional costs for the User, these will be charged to the Client.

12. Suspension and termination

- 12.1 The User is authorised to suspend performance of the obligations or to terminate the Agreement, if:
- the Client does not fully perform the obligations arising from the Agreement or does not perform them at all;
 - circumstances come to the User's knowledge after conclusion of the Agreement that give it good reason to fear that the Client will not perform the obligations. If there is good reason to fear that the Client will only perform the obligations in part or will not perform them properly, the suspension will only be permitted to the extent that the breach justifies this;
 - when the Agreement was concluded, the Client was asked to provide security for the performance of its obligations arising from the Agreement and this security has not been provided or is insufficient.
- 12.2 Furthermore, the User is authorised to terminate the Agreement or have the Agreement terminated if circumstances arise such that performance of the Agreement cannot possibly or can no longer be required according to the standards of reasonableness and fairness, or if other circumstances arise such that unaltered maintenance of the Agreement cannot reasonably be expected.
- 12.3 If the Agreement is terminated, the User's claims against the Client will become immediately due and payable. If the User suspends the performance of any obligations, it will retain its claims arising from the law and the Agreement.
- 12.4 The User always retains the right to claim compensation.

13. Return of items that are made available

- 13.1 If a party has made items available for the performance of the Agreement, the other party is obliged to return the delivered items within 14 days in their original condition, free of defects and in full. If a party fails to comply with this obligation, that party will bear all ensuing costs.
- 13.2 If, for any reason, a party still fails to comply with the obligation stated in 13.1 after a demand to that effect, the relevant party will be entitled to recover the ensuing damage and costs, including costs of replacement, from the other party.

14. Liability

- 14.1 The User can never be held liable for any harmful consequences for the Client if an employee of the User, or a third party engaged or placed by the User, terminates the employment relationship or cooperation with the User during the term of the assignment. The User will inform the Client of this as soon as possible and, if desired and possible, will assign another User employee.
- 14.2 The User is not liable for damage caused by the Client providing the User with incorrect or incomplete information. The Client indemnifies the User against third-party claims due to damage caused by the Client providing the User with incorrect or incomplete information and the damage is connected to this.
- 14.3 The User is not liable to the Client for any commitments that the employees or third parties engaged or placed by the User undertake with, or that arise for them in respect of, the Client or third parties, whether or not with the consent of the Client or those third parties.
- 14.4 If the User is at all liable, such liability will be limited to compensation for direct damage.
- 14.5 Any liability ensuing from or connected to the performance of an assignment is limited to the invoice amount, excluding VAT, the User has received for its work in the context of that assignment, up to a maximum of EUR 30,000. For assignments that last for more than six months, liability is also limited to a maximum of the amount invoiced, excluding VAT, for the last three months, up to a maximum of EUR 30,000. Liability is at all times limited to the amount paid out under the User's liability insurance policies in the relevant case.
- 14.6 The User is never liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business interruption.
- 14.7 The Client indemnifies the User against any and all claims from third parties that suffer damage relating to the performance of the Agreement and that is attributable to the Client.

15. Force majeure

- 15.1 The parties are not obliged to perform any obligation if they are prevented from doing so as a result of a circumstance that is not their fault and for which they are not accountable pursuant to the law, a legal act or generally accepted standards.
- 15.2 In these GTC, 'force majeure' is understood to mean, in addition to its definition in the law and case law, all external causes, foreseen or unforeseen, that are beyond the User's control but that prevent the User from performing the obligations pursuant to the Agreement.
- 15.3 The party that is or believes that it is affected by force majeure will inform the other party of this as soon as possible and, if requested, will confirm this in writing, submitting the necessary documentary evidence.
- 15.4 The parties may suspend obligations arising from the Agreement during the period that the force majeure continues. If this period lasts more than two months, either party will be entitled to terminate the Agreement, without being obliged to pay compensation for the other party's damage.
- 15.5 To the extent that the User has already partially performed its obligations arising from the Agreement at the time the force majeure occurs and the performed part has independent value, the User is entitled to invoice the performed part separately. The Client will be required to pay this invoice as if it were a separate Agreement.

16. Confidentiality

- 16.1 Both parties are obliged to keep confidential all confidential information they obtain from each other or from other sources in the context of the Agreement. Information is considered confidential if this has been communicated by the other party or if this ensues from the nature of the information.
- 16.2 The Client will not disclose the User's approach, working methods or such like, or make its reports available to third parties, without the User's consent.
- 16.3 If, on the basis of a statutory provision or a court decision, the User is obliged to disclose confidential information to third parties designated by law or by the competent court, and the User cannot invoke a legal right or privilege or a right of privilege acknowledged or permitted by the competent court, the User will not be obliged to pay compensation or indemnification and the Client will not be entitled to terminate the Agreement or to the compensation of any ensuing damage.
- 16.4 The User warrants that its staff will adhere to the arrangements the Client has laid down in writing that are designed to maximise the security of the Client's organisation.

17. No takeover of staff

- 17.1 During the term of the Agreement or assignment and for one year after its termination, the Client will not in any way whatsoever, except after proper consultation on the matter with the User, employ employees of the User or of companies the User has engaged in performing the Agreement and who are or were involved in performing the Agreement, or otherwise have them work for the Client either directly or indirectly.
- 17.2 If the provisions of article 17.1 are breached, the Client will forfeit an immediately due and payable penalty of EUR 20,000, to be increased by EUR 500 for each day that the breach continues.

18. Data processing

- 18.1 To the extent that the User processes personal data for the Client as part of performing the Agreement, the User is considered to be the processor within the meaning of the General Data Protection Regulation (GDPR). The User is not entitled at any time to use (or have a third party use) in any manner whatsoever, in whole or in part, the personal data made available to it other than for performing the Agreement, subject to legal obligations to the contrary.
- 18.2 In the case referred to in Article 2.10 of the GDPR, the User will take appropriate technical and organisational security measures to secure the personal data against loss or any form of unlawful processing. Taking into account the state of the art and the cost of implementation, these measures will ensure an appropriate level of security regard being had to the risks associated with the processing and the nature of the data to be protected. The measures are also aimed at preventing the unnecessary collection and further processing of personal data. The User will record the measures in writing.
- 18.3 The User will fully cooperate with the Client to allow data subjects within the meaning of Article 4(1) GDPR (a) to obtain access to their personal data, (b) to have personal data removed or corrected, and/or (c) to demonstrate that personal data have been removed or corrected if they are incorrect or, if the Client disputes the data subject's point of view, to record that the data subject considers their personal data to be incorrect.
- 18.4 Personal data provided by the User should only be used for the stated purpose and are to be destroyed by the Client if they are no longer necessary for performing the assignment.
- 18.5 The User will always report any security incidents relevant to the Client – where it cannot reasonably be ruled out that the Client's personal data that the User processes as a processor in performing the Agreement have been lost or have been or could have been unlawfully processed – to the Client within the applicable statutory period. In the report, the User will state what incident has occurred, what possible consequences the incident has had for the relevant personal data (and access to the data) and what measures have been or will be taken to end the incident and prevent it in the future. If the incident has possible consequences for one or more data subjects, the User will report the incident to the Client within 72 hours.

18.6 If the subject matter of the Agreement only involves the processing of personal data, the User will conclude a separate data processing agreement within the meaning of Article 28(3) GDPR with the Client as part of the Agreement.

19. Jurisdiction and applicable law

19.1 Any and all Agreements between the User and the Client are governed by the laws of the Netherlands.

19.2 The Central Netherlands District Court has exclusive jurisdiction to hear disputes.

19.3 All costs the User incurs to exercise and preserve its rights, such as judicial and extrajudicial collection costs, are to be borne by the Client.

19.4 The parties will only take their dispute to court after they have made every effort to resolve it by agreement.