

## General Terms and Conditions

- **ICS Adviseurs BV**
- **ICS Zorg BV**
- **ICS Interim Management BV**
- **BOA Advies BV**

### General

In these General Terms and Conditions we explain how we set about implementing your project and how we structure our collaboration. These General Terms and Conditions apply to all agreements concluded between us and to all services we provide to you. Other terms and conditions, such as those used by your own organization, do not apply. Any reference in these General Terms and Conditions to "we" is a reference to ICS Adviseurs BV (*Chamber of Commerce 05082583*), ICS Zorg BV (*Chamber of Commerce 76610888*), ICS Interim Management BV (*Chamber of Commerce 05082584*) and BOA Advies BV (*Chamber of Commerce 33273703*) each as a separate user of these General Terms and Conditions. Any reference to "you" is a reference to you as our client and contracting partner. We may amend these General Terms and Conditions both for current and for new agreements. If we do so, we will, of course, inform you in advance.

### Contents

These General Terms and Conditions consist of 2 sections:

- A – General terms and conditions for all services
- B – Additional terms and conditions for (temporary) providing workforce

### **Section A – General terms and conditions for all services**

#### **Our objective**

We are professionals specializing in consultancy in the field of accommodation and organization in the broadest sense, including consultancy services relating to process management, construction and project supervision, property and area development and related consultancy services.

#### **Your order**

When you place an order for services, we will always be the service provider. This also applies if the agreement is concluded through one of our staff members or shareholders, and if you have approached us because you intend to engage the services of a specific advisor from our team.

Under no circumstances can you hold anyone other than us liable for the performance of the agreed services. We guarantee to honour our side of the agreement.

#### **We exercise the care of a good service provider**

In the performance of our services, we will exercise the care of a good service provider as far as possible. We make every effort to achieve your goal. However, we cannot guarantee the achievement of any intended result. Our fee is therefore payable regardless of the outcome of your project, for example.

#### **You exercise the care of a good client**

You provide us in a correct and timely manner with all the information and documents we require for the proper performance of the services.

You will inform us immediately of any facts and circumstances that may be relevant to the performance of the work. Any additional costs and any extra fees resulting from failure to provide information and documents or to do so properly or in a timely manner, or resulting from a change in your policies or management, or resulting from a change to the work, or resulting from decision-making or construction processes, are payable by you.

#### **Exchange of electronic data**

In our relationship, we both undertake to maintain up-to-date virus protection. This allows us to exchange e-mails and documents safely and securely. We will not hold each other liable for any loss or damage resulting from viruses or other digital loss or damage. On request, we offer you the possibility of encrypted communication.

#### **Rates, invoicing, payment, additional charges**

At least once a month we will send you an invoice for the hours we have worked at the applicable rate, unless we have agreed otherwise.

We may charge you an advance fee. Your advance fee will be offset against the final invoice at the end of the project.

We provide our services to you, and in return you pay us the invoiced amount in euros within 30 days. Our rates are always stated exclusive of Dutch value added tax (btw). We may review our rates once a year, unless we have explicitly agreed a fixed price with you.

If the execution of the order is delayed through no fault of ours, you owe us any additional costs (including our fee) we incur as a result from the delay.

Our fee is inclusive of a maximum of 10 printed copies of an (advisory) report. We will pass on and charge you any costs not included in our rates, including (but not limited to) courier charges, excursion costs, translation costs and, in general, the costs of third parties engaged in consultation with you.

If you do not agree with an invoice, you must notify us accordingly within 30 days of the invoice date (complaint). This does not suspend your obligation to pay, however.

If you fail to pay on time, you must pay us interest at 1% per month, calculated from the invoice date, without any notice of default from us being required.

In addition, you will be responsible for paying any judicial and extrajudicial debt collection and other costs we incur to secure payment of our invoice if you fail to meet your payment obligation, subject to a minimum of 7% of the outstanding invoices including Dutch value added tax (btw). In case of default, we may suspend or even terminate the performance of our services.

#### **Our advice and intellectual property rights**

You have full and free disposal of the results of our work as we provide them to you, but only for yourself. This means that our advice is exclusively for you. Third parties may not use or rely on the advice. You will indemnify us if a third party does so nevertheless without our permission and such third party suffers loss or damage as a result and holds us liable.

We ourselves are the owner of all property rights in the products of the mind that we have produced for you or that we use in the context of the project we run for you.

You may therefore not reproduce, publish, make generally accessible via your website or otherwise on the internet, or exploit those products, including computer programs, system designs, methods, advice, contracts, model contracts and other intellectual products of ours, all in the broadest sense of the word, either with or without the assistance of third parties. This does not apply if these products are expressly intended for reproduction and/or publication etc. and we have agreed with you beforehand where, when, how and on what conditions reproduction, publication et cetera. may take place, and if we have subsequently expressly laid down this agreement in writing in a document signed by you and us.

This means that reproduction, publication, et cetera. is permitted only after you have received our prior written permission. The above provisions

will remain in force even after our agreement has ended.

#### **Our liability**

If, during or in connection with the performance of our services, an event occurs that gives rise to liability on our part, such liability will be limited to the amount or amounts covered under the professional indemnity insurance taken out by us, plus any excess payable by us under that insurance. An event as referred to in the preceding sentence may also be an omission.

Any claim for compensation for loss or damage will become time-barred after 1 year and expires after 2 years, counting from the day on which you became aware of the loss or damage and of us being the party liable for the loss or damage.

If our insurer does not pay the claim or if the loss or damage is not covered by the insurance policy, our liability will be limited to the total amount that you have paid us for the services in connection with which the loss or damage has arisen, for the performance of those services in the past 12 months, subject to a maximum of €50,000 (inclusive of value added tax). This limitation of liability does not apply in the event of intent or gross negligence on our part.

If loss or damage is caused to persons or property by or in connection with the performance of our services or in any other way and if we are liable for such loss or damage, our liability will be limited to the amount or amounts covered under the professional indemnity insurance taken out by us, plus any excess payable by us under that insurance.

You can only hold our organization liable. Any claim for compensation against our directors, employees and other persons performing services in our name is therefore excluded. The exclusion in the preceding sentence also applies to directors, employees and other persons who were previously associated with us and who previously performed services in our name. These General Terms and Conditions apply in full to all such persons and they may therefore at any time invoke this third-party clause that has been agreed for their benefit and use.

#### **Early termination of our collaboration**

Both you and we can end our collaboration early. The notice period for early termination is 2 months. Notice of termination may be given in writing only. We will charge you for the hours worked until then (including the 2-month notice period) and you must pay us within 30 days.

The following additional rules apply:

a. agreements entered into for 2 months or less may not be terminated early. The only exception

to this is if we have expressly agreed this with you and have laid down this agreement in writing in a document signed by you and us;

b. you are obliged to pay us upon request, in addition to the rate for the hours worked, a charge of 15% of the balance of the total fee agreed for your project. By fee we mean the amount that you would normally owe us if we had performed all the agreed services for you (including any future partial orders). This is justified because we have reserved time and staff resources for your project;

c. coordination costs relating to the total of the services to be performed, also in respect of partial orders, will always be payable by you in full, also in the event of termination.

The amounts referred to in clauses b and c are payable by you at the time of the final invoice, which you must pay to us within 30 days.

#### **Personal data processing**

If we process personal data as part of the implementation of your project, we will process such personal data in a proper and careful manner, in accordance with the General Data Protection Regulation (GDPR). Where necessary, we will provide you with our privacy policy. Where necessary, we will enter into a written data processing agreement with you, duly signed by both of us.

#### **Miscellaneous provisions**

In case these General Terms and Conditions and the agreement describing your order/the project/our services contain conflicting provisions, the provisions expressly included in the agreement prevail. These General Terms and Conditions will survive termination of our agreement and remain applicable between you and us.

#### **Dutch law**

All agreements between us, as well as our services, are governed by Dutch law.

#### **Do you have a complaint?**

If you are dissatisfied with our collaboration, we would, of course, regret this and would like to resolve your complaint in consultation with you, by mutual agreement. If we do not succeed and are unable to reach an agreement, we will submit our dispute to the competent courts in Zwolle.

#### **Dutch language**

The original language of these General Terms and Conditions is Dutch. If we provide you with a translation, the Dutch version will prevail in the event of any inconsistency or conflict between the original Dutch text and the translation.

### **Section B – Additional terms and conditions for (temporary) providing workforce**

#### **Objective**

You may agree with us that we provide workforce to you for a fee. This workforce may either consist of employees who are employed by us or workers contracted by us in some other way.

The additional terms and conditions for (temporary) providing workforce set forth in this Section B apply in addition to the general terms and conditions set forth in Section A above.

#### **What services**

The work to be done for you by the workforce provided to you will be clearly set out in the agreement we conclude with you.

#### **The workers**

Before providing any workforce, we like to provide you with information on the skills and knowledge of the (persons of the) workforce we believe would be suitable to work for you, for example by providing you with a curriculum vitae.

#### **Period of providing workforce**

In our agreement we clearly lay down the period workforce will be provided.

#### **Our rates and the working week**

For each person of the provided workforce we agree the hourly rate and the expected working hours per week for the duration of the agreement. In the agreement we also describe the other costs payable by you.

#### **Work location and what you may expect of the provided workforce**

As a rule, the work is carried out at your office or at the location of your project.

Persons as part of the workforce provided to you work under your supervision and management.

We ensure that the persons of the provided workforce adhere to your working hours and comply with your house rules. You ensure that your working hours and house rules are clearly communicated to the persons of the provided workforce in question at the start

Are you not satisfied with a person of the workforce provided? Please let us know immediately. We will discuss the matter with you and the person of the workforce provided to see whether improvement is possible. If this is not the case, we will make every effort, in consultation with you, to replace the person in question with another person who has at least the same qualifications, without additional cost to you. You

cannot claim reimbursement for additional costs from us, however.

If a person of the provided workforce is no longer available, for example due to illness or departure, we will, of course, replace him or her for you. You may then expect another person with similar qualifications, whom we will of course introduce to you first.

In situations where you require a person of the provided workforce to work overtime, you should first agree this with us and with the person concerned. We will make every effort to accommodate your overtime requirement, but inevitably this is sometimes not possible.

You will clearly communicate the way in which the work must be performed and your wishes in this respect to us and to the person of the workforce provided before the start of and, where necessary, also during the performance of the work.

#### **Limitation of our liability**

We are not liable for any loss or damage arising from the conduct of a person of the provided workforce, except in case of intent or deliberate recklessness. You will indemnify us and hold us harmless from and against claims in case of loss or damage, including claims from third parties.

#### **Your data is in safe hands with us**

We handle your data with care. This is something you may expect not only from us but also from the persons of the workforce we provide you with. We therefore guarantee confidentiality regarding information about you, your project and our agreement. If you wish, we will sign a non-disclosure agreement.

#### **Record of time worked**

The person of the provided workforce will submit a record of time worked each week. If you wish, we will use a time registration system provided by you.

#### **The tax authorities and your interests: our assurances to you**

We operate as a careful service provider with a long track record. We meet all our tax obligations to the tax authorities (for example value added tax, wage tax, social security contributions). If you wish, we will provide you with a "tax payment history declaration" when we enter into our agreement. We are also registered for the purposes of the Dutch Allocation of Workforce by Intermediaries Act (WAADI).

#### **You want to take on a person of the provided workforce as a member of your own staff?**

If you are so happy with the performance of a person of the provided workforce that you want to take on that person as a member of your own staff, we will discuss this with you. The following rules apply in that case. First of all, any transfer always depends, of course, on the willingness of the person of the provided workforce in question to be employed by you. Secondly, you require our explicit prior written consent, recorded in a document signed by us. Thirdly, you owe us a transfer fee, this applies during the time the agreement is in place and up and till 1 year thereafter. The amount of this transfer fee depends on the circumstances but is at least equal to 200 times the applicable hourly rate. We will inform you of the exact amount upon request and, if you wish, we can agree on the details before the person of the provided workforce starts. In any case, we will agree on the transfer fee in writing in a document signed by you and us.

These General Terms and Conditions have been lodged with the District Court of Overijssel under number 9/2021.