

## GENERAL

Per 1 November 2024.

### 1. GENERAL

For the purposes of these General Terms and Conditions, the following definitions apply:

1.1 Client: the party that issues the order.

1.2 Contractor: SymGro, with its registered office in The Hague, registered with the Chamber of Commerce in The Hague under number 95245839.

1.3 Assignment confirmation: the confirmation of assignment, whereby the Contractor undertakes to perform work vis-à-vis the Client, as described in the Assignment Confirmation.

1.4 Agreement: the Assignment Confirmation together with these General Terms and Conditions.

### 2. APPLICABILITY OF THESE TERMS AND CONDITIONS AND CONCLUSION OF THE AGREEMENT

2.1 These General Terms and Conditions apply to all services provided by the Contractor to the Client, unless the content of the Assignment Confirmation deviates from this.

2.2 In the event that these General Terms and Conditions and the Engagement Letter contain conflicting conditions, the terms and conditions included in the Engagement Confirmation shall apply.

2.3 The applicability of the Client's general terms and conditions is expressly rejected by the Contractor.

2.4 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, the provisions of these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultations in order to agree on new provisions to replace the null and void or voided provisions, taking into account the purpose and purport of the original provisions as much as possible.

2.5 If there is any ambiguity about the interpretation of one or more provisions of these general terms and conditions, the interpretation must take place 'in the spirit' of these provisions.

2.6 If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in accordance with the spirit of these general terms and conditions.

2.7 If the Contractor does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

2.8 The Agreement will only be concluded at the moment that the Assignment Confirmation signed by both parties has been received back by the Contractor. As long as the Assignment Confirmation has not yet been received, the Contractor reserves the right to deploy its employees elsewhere.

2.9 If the Assignment Confirmation has not yet been received back signed, but the work has already started, the Agreement will be deemed to have been concluded at the time that the Contractor has started the execution of the work.

### 3. COOPERATION BY THE CLIENT

3.1 The Client must ensure that all information and documents that the Contractor needs in its opinion for the

correct and timely execution of the Agreement are made available in a timely and complete manner.

3.2 The Client must ensure that the Contractor is immediately informed of facts and circumstances that may be important in connection with the performance of the agreed work.

3.3 Unless the nature of the Agreement dictates otherwise, the Client is responsible for the correctness and completeness of the documents made available to the Contractor, even if they originate via or from third parties.

3.4 The Client must arrange for office space and other facilities to be made available to the Contractor as are necessary in the opinion of the Contractor.

3.5 The Client shall, if this is necessary for the performance of the Agreement, deploy specific personnel to enable the Contractor to perform the work. If this specific personnel is deemed necessary, this will be recorded in the Engagement Letter. Costs incurred as a result of the failure to make the said personnel available or not making them available on time shall be borne by the Client.

### 4. EXECUTION OF THE AGREEMENT

4.1 All work carried out by the Contractor shall be carried out 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 on the part of the Contractor to perform to the best of its ability, unless explicitly agreed otherwise in the Assignment Confirmation.

4.2 The Contractor shall determine the manner in which the work is carried out by employees, but shall observe the requirements/preconditions made known by the Client as much as possible.

4.3 The Contractor reserves the right to engage third parties in the fulfilment of its obligations under the Agreement. However, the Contractor remains liable to the Client for the performance of the work, without prejudice to the other provisions of the Agreement. Reference to employees of the Contractor in this Agreement also includes employees of third parties engaged by the Contractor.

4.4 The Contractor shall make every effort to ensure that the employee(s) named in the Assignment Confirmation is/are available throughout the term of the Assignment. Notwithstanding the foregoing, the Contractor has the right to replace employees after consultation with the Client. If, in the event of force majeure, an employee cannot be made available, the Contractor will make every effort to deploy an employee of equivalent quality.

4.5 The Contractor may only perform and charge the Client for more work than the Assignment has been issued for, after the Client has granted permission for this. These extra activities and/or extensions will be recorded by the Contractor again by means of an Assignment Confirmation. Again, the provisions of 2.8 and 2.9 apply.

### 5. TERM AND TERMINATION

5.1 The Agreement terminates by operation of law upon the expiry of the term stipulated in the Assignment Confirmation, except in the event of early termination in accordance with the provisions below.

5.2 The Agreement may be terminated prematurely by the Client and the Contractor in writing at any time, with due observance of a notice period of 30 calendar days, unless otherwise agreed in the Assignment Confirmation.

5.3 If the Client has terminated the Agreement prematurely, the Contractor shall be entitled to

compensation from the Client for the additional costs incurred as a result of the premature termination of the Agreement (such as, for example, costs relating to subcontracting), unless the termination is based on facts that are attributable to the Contractor. In the event of early termination, the Contractor will in all cases be entitled to payment of the invoices for the work carried out up to that point. Insofar as the transfer of the work entails additional costs for the Contractor, these will be charged to the Client.

5.4 The Agreement may be terminated by either party in writing with immediate effect if:

- a. the Client is declared bankrupt;
  - b. the Client is granted a (provisional) suspension of payments;
  - c. the Client is liquidated;
  - d. a precautionary or executory attachment is levied on a substantial part of the movable and/or immovable property or other types of property of the Client.
- 5.5 Upon termination of the Agreement, each of the parties must immediately hand over to the other party all goods and documents in its possession that belong to the other party.

## **6. CONFIDENTIALITY**

6.1 Unless required to do so by any statutory provision, regulation or (professional) rule, the Contractor and the employee(s) employed by it are obliged to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from the Client. The Client may grant an exemption in this respect.

6.2 Except with the written consent of the Client, the Contractor is not entitled to use the confidential information that has been made available for a purpose other than that for which it was obtained.

However, an exception to this will be made in the event that the Contractor acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant.

6.3 Unless there is any statutory provision, regulation or (professional) rule that obliges the Client to disclose or has been granted prior written permission to do so by the Contractor, the Client shall not disclose the content of reports, advice or other communications, whether written or not, of the Contractor to third parties.

6.4 Both parties shall impose their obligations under this article on third parties to be engaged by them.

6.5 If not deemed to be in conflict with the provisions of Articles 6.1 and 6.2, the Contractor is entitled to state the main lines of the work to the Contractor's (potential) customers.

## **7. FEE, OBJECTIONS AND PAYMENT**

7.1 With regard to the work, the Contractor is entitled to the fee as agreed in the Assignment Confirmation.

7.2 If, after the conclusion of the Agreement, but before the Agreement has been fully performed, rate-determining factors such as wages and/or prices (based on the Consumer Price Index) undergo a change, the Contractor is entitled to adjust the previously agreed rate accordingly. The Contractor shall notify the Client in writing of any changes in the rates 30 days in advance.

7.3 The fee will be charged to the Client afterwards (per calendar month) on the basis of the hours and/or days worked.

7.4 For each day worked, the basis is an 8-hour working day worked on weekdays, excluding generally recognised

holidays. Hours worked in excess of 9 hours per day and 45 hours per week (assuming a 5-day working week) will be charged at a surcharge of 25% on the rate. Hours worked on public holidays or weekends will be charged with a 50% surcharge.

7.5 Travel and accommodation expenses and other costs relating to the work to be carried out are not included in the fee and will be charged separately, unless otherwise agreed in the Assignment Confirmation.

7.6 All rates are exclusive of turnover tax and other levies that are (or may be) imposed by the government.

7.7 Payment by the Client must be made within 14 days of the invoice date, without deduction, discount or set-off.

Payment must be made in the currency indicated on the invoice, by means of a transfer to a bank account to be designated by the Contractor.

7.8 If the term referred to in 7.7 is exceeded, the Client will be in default by operation of law. In that case, from the date on which the sum due has become due and payable until the time of payment, the Client will owe the statutory interest of 12.25% per annum on the sum due, pro rata. In addition, all costs of collection after the Client is in default, both judicial and extrajudicial, will be borne by the Client. The extrajudicial costs are set at at least 15% of the principal amount and interest, without prejudice to the Contractor's right to claim the actual extrajudicial costs in excess of this amount. The legal costs include the full costs incurred by the Contractor, even if they exceed the statutory liquidation rate.

7.9 Objections to the amount of invoices submitted do not suspend the Client's payment obligation.

7.10 Objections with regard to the work performed and/or the invoice amount must be made in writing within 14 days of the date on which the Client complains of the documents or information about which the Client is complaining, or within 14 days after discovery of the defect.

7.11 In the event of a justified complaint, the Client has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge, or not performing the Assignment (anymore) in whole or in part against a refund in proportion to the fee already paid by the Client.

7.12 If, in the opinion of the Contractor, the financial position and/or the payment behaviour of the Client gives cause to do so, the Contractor is entitled to require the Client to immediately provide additional security in a form to be determined by the Contractor and/or to provide an advance. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and all that the Client owes to the Contractor for whatever reason is immediately due and payable.

7.13 In the case of a jointly given Assignment, the Clients are jointly and severally liable for the payment of the full invoice amount, insofar as the work has been carried out on behalf of the joint Clients.

## **8. INTELLECTUAL PROPERTY**

8.1 The Contractor reserves all intellectual property rights with regard to products of the mind that it has used or developed in the context of the execution of the Agreement and in respect of which it has or can assert the copyrights or other intellectual property rights.

8.2 The Client is expressly prohibited from reproducing, disclosing or exploiting those products, including computer programs, system designs, working methods,

advice and other intellectual products of the Contractor, all in the broadest sense of the word, whether or not with the involvement of third parties, this is only permitted after written permission from the Contractor.

8.3 The Client has the right to reproduce the written documents/products for use within its own organisation, insofar as it is appropriate within the purpose of the Assignment. In the event of early termination of the Agreement, the foregoing shall apply mutatis mutandis.

## **9. DELIVERY TIME**

9.1 If the Client owes an advance payment or is required to provide information and/or materials required for the execution, the period within which the work must be completed will not commence until after the payment has been received in full, or the information and/or materials have been made available in full.

9.2 Because the duration of the Assignment can be influenced by all kinds of factors, such as the quality of the information provided by the Client and the cooperation provided, the deadlines within which the work must be completed are only to be regarded as strict deadlines if this has been expressly agreed.

9.3 Unless it has been established that performance is permanently impossible, the Agreement may not be dissolved by the Client on the grounds that the term has been exceeded, unless the Contractor also fails to perform the Agreement or does not perform it in full within a reasonable period notified to it in writing after the expiry of the agreed delivery period. Dissolution is then permitted in accordance with Article 6:265 of the Dutch Civil Code.

## **10. LIABILITY**

10.1 The Contractor shall perform its work to the best of its ability and shall observe the due care that can be expected of the Contractor.

10.2 The Contractor is excluded from any liability, except for liability for damage caused by intent or gross negligence on the part of the Contractor and its employees and damage suffered by the Client as a direct result of a serious breach by the Contractor of the contractual obligations arising from the Agreement.

10.3 In the event of damage as described in 10.2, the Contractor is liable for damage up to a maximum of once the amount of the fee for the relevant Assignment for the last three full calendar months prior to the damage-causing event.

10.4 The Client indemnifies the Contractor against claims by third parties for damage caused by the Client providing the Contractor with incorrect or incomplete information, unless

The Client demonstrates that the damage is not related to culpable acts or omissions on its part or was caused by intent or equivalent gross negligence on the part of the Contractor.

10.5 The limitation of liability laid down in paragraph 10.3 is hereby also stipulated for the benefit of the third parties engaged by the Contractor for the performance.

## **11. CONTRACTSOVERNEMING**

11.1 The Client is not permitted to transfer any obligation under the Agreement to third parties, unless the Contractor expressly agrees to this. The Contractor is entitled to attach conditions to this permission.

In any event, the Client undertakes to impose all relevant payment obligations under the Agreement on third parties. The Client shall at all times remain liable to this

third party for the obligations arising from the Agreement, unless the parties agree otherwise.

11.2 The Client indemnifies the Contractor against all claims from third parties that may arise as a result of a failure to or incorrect fulfilment of any obligation by the Client under the Agreement.

## **12. INDEPENDENCE**

The Contractor must comply with the relevant independence regulations of national and international regulators. In order to enable the Contractor to comply with the relevant independence regulations, the Client is obliged to inform the Contractor in a timely, correct and complete manner about the legal structure and control relationships of (the group to which) the Client (belongs), all financial and other interests and participations of the Client, as well as of all other (financial) partnerships concerning its business or organisation, all this in the broadest sense of the word.

## **13. ELECTRONIC COMMUNICATIONS**

During the execution of the Agreement, the Client and the Contractor may communicate by means of electronic mail. The Client and the Contractor hereby agree that they will not be liable to each other for any damage that may arise from one or all of them as a result of the use of electronic mail. Both parties shall do or refrain from doing all that may reasonably be expected of each of them to prevent possible viruses, delays and distortions. In case of doubt regarding the correctness of the e-mail received by the Client or Contractor, the content of the e-mail sent by the sender shall be decisive.

## **14. EXPIRY PERIOD**

Insofar as these General Terms and Conditions do not stipulate otherwise, the Client's rights of action and other powers on any account whatsoever against the Contractor in connection with the performance of work by the Contractor shall in any event lapse after one year from the moment at which the Client became aware or could reasonably have become aware of the existence of these rights and powers.

## **15. WAIVER OF RIGHTS**

The Contractor's failure to directly enforce any provision or condition in the Agreement shall not affect or limit the Contractor's rights and powers under the Agreement. Any waiver of any term or condition in the Agreement shall be effective only if made in writing.

## **16. CONVERSION**

If and to the extent that any provision of these General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature, the relevant provision will in any case have as similar a meaning as possible with regard to its content and purport, so that it can be invoked.

## **17. AFTERMATH**

The provisions of the Agreement, which are expressly or implicitly intended to remain in force even after termination of the Agreement, will remain in force thereafter and will continue to bind both parties.

## **18. TAKEOVER OF STAFF**

18.1 The Client and the Contractor are not permitted to employ employees (including third parties employed by the Contractor) of the other party involved in the performance of the Assignment, or to negotiate with these employees about employment, unless in consultation and with the consent of the other party. 18.2 In the event of a breach of the provision in 18.1, an immediately payable penalty of Euro 25,000 per event shall be due.

## **19. APPLICABLE LAW/COMPETENT COURT**

19.1 The Agreement and these General Terms and Conditions are exclusively governed by Dutch law.

19.2 Disputes arising from or in connection with the Agreement or these General Terms and Conditions will be submitted to the competent court in The Hague, but only after it has become apparent that the parties are unable to reach a solution by mutual agreement.

19.3 Contrary to the provisions of paragraph 2, the Contractor and the Client are entitled to agree to submit disputes to a dispute board.

## **20. RELIANCE ON GENERAL TERMS AND CONDITIONS BY THIRD PARTIES**

Not only the Contractor, but also all persons engaged in the execution of an Assignment can invoke these General Terms and Conditions. The same applies to former employees of the Contractor, including any heirs, if they are held liable after they have left the Contractor's business.