

GENERAL TERMS AND CONDITIONS.

Newpeople Interim Management B.V. (2022)

Article 1. General

1. These terms and conditions apply to all offers made by Newpeople Interim Management B.V. (hereinafter referred to as "Newpeople") and to all contracts entered into by Newpeople with its clients.
2. Any general terms and conditions applied by the Client are hereby expressly rejected.
3. Provisions that deviate from these general terms and conditions can only be agreed upon in writing. This also applies to any deviating conditions used by the Client. If Newpeople has agreed in writing to the applicability of any deviating terms and conditions, the present terms and conditions will remain in effect for the rest, even if this is not explicitly stated. The Client may not derive any rights for future contracts with Newpeople from any deviations from these general terms and conditions that have been agreed.

Article 2. Confirmation of the assignment

Our confirmation of the assignment and interim contract include at least:

1. Name of the Client;
2. Nature and minimum duration of the assignment;
3. Name of the contractor (being the executive consultant/Interim Manager);
4. Description of the work to be performed by Newpeople and the Client;
5. Fee;
6. Payment terms.

Article 3. Process of recruitment and selection

1. The selection and proposal of Interim Managers (hereinafter referred to as Interim Manager) to the Client will be carried out to the best of Newpeople's knowledge and in accordance with the highest standards.
2. The Client is responsible for the final choice of an Interim Manager. Newpeople is not liable if the Interim Manager does not appear to meet the requirements or expectations set by the Client. Nor is Newpeople liable for any damages resulting from any acts or omissions of Interim Managers who have entered the employment of the Client.
3. The time frame given by Newpeople within which an assignment can be completed is always indicative and not binding upon Newpeople.

Article 4. Offers, conclusion of the contract

1. All offers are without obligation, unless expressly agreed otherwise. A contract is only concluded by written agreement between Newpeople and the Client, or, in the absence thereof, by Newpeople commencing the actual execution of the contract with the (tacit) consent of the Client.
2. Upon written confirmation of an assignment by Newpeople, the content of the confirmation of the assignment will be deemed to be the content of the contract, which is binding on both parties.
3. A contract may only be amended in writing.
4. Insofar as changes agreed at the Client's request result in delays, these are for the Client's account and risk.

Article 5. Fee

1. All fees quoted by Newpeople are exclusive of, and must therefore be increased by, VAT and/or other taxes, charges or duties levied on the services as such, unless Newpeople and the Client have expressly agreed otherwise.

Article 6. Payment and securities

1. The Client will owe Newpeople a fee consisting of the amount stated in the interim contract, including travel expenses, but excluding VAT.
2. If the assignment carried out by Newpeople leads, either simultaneously or within one year of its completion, to the Client or a group company of the Client entering into a contract for services or an employment contract with more Interim Managers than provided for in the assignment, regardless of the position held, the Client will owe the fee under Article 6.1 for recruitment and selection, unless otherwise agreed, for each employment contract that it enters into with an Interim Manager.
3. Should the Client, for whatever reason, decide to terminate the assignment and should the Client subsequently enter into an employment contract or a new contract for services within a period of 12 months with an Interim Manager proposed by Newpeople - irrespective of the position held - then the Client will still owe Newpeople the fee for recruitment and selection as described in Article 6.1, unless otherwise agreed.
4. Newpeople invoices monthly for the work performed in the previous month. Payment of the invoice amount must take place - without a right to discount or set-off - within fourteen days of the invoice date. If the payment term is exceeded, the Client will owe Newpeople the statutory commercial interest under Section 6:119a of the Dutch Civil Code on the unpaid invoice amount. If the Client remains in default of payment after a reminder notice, Newpeople will be entitled to charge the Client for all collection costs, both judicial and extra-judicial, consisting of a sum of 15% of the claimed principal amount, with a minimum of €250.
5. The Client is obliged to pay the invoiced amount to Newpeople within 14 days of the invoice date.

6. Any act or omission on the part of the Client which hinders Newpeople in the (further) performance of its assignment, will not affect the payment obligation of the Client for the work already performed by Newpeople.
7. If the Client has not fulfilled its obligations by the due date, it will be immediately in default without notice of default being required. In that case, all obligations of the Client towards Newpeople under all contracts entered into between the Client and Newpeople will become immediately due and payable, regardless of whether Newpeople has already invoiced in respect of those obligations, and the Client will be liable for all damages incurred or to be incurred by Newpeople.
8. Newpeople is entitled to invoice on the basis of advance billing, or to require additional security from the Client.
9. In the event of liquidation, bankruptcy or suspension of payment of the Client, the obligations of the Client will become immediately due and payable.
10. Payments made by the Client will first be applied to settle all costs due, then to settle the accrued interest due and then to settle the current interest and the principal amounts. If a payment can be deducted from multiple principal amounts, the payment will first be deducted from the oldest principal amount (and so on).

Article 7. Liability

1. Newpeople is not liable for any loss of profits or any other loss or damages whatsoever suffered by the Client and/or third parties as a direct or indirect result of the advice given by Newpeople or the services provided by Newpeople or the delay and/or omission of advice or services.
2. The only exception to the provisions under 1. above is if there is intent or gross negligence on the part of Newpeople, in which case the liability is limited to an amount equal to the amounts invoiced or to be invoiced to the Client under the relevant contract, excluding VAT.
3. If and insofar as the contract referred to in the previous paragraph results in (regular) invoices over a period of more than three months, Newpeople will never owe the Client more than the amounts invoiced to the Client under the contract in question, excluding VAT, over the last three months prior to the failure of Newpeople that resulted in the loss.
4. The liability of Newpeople for damages resulting from errors made by a third party engaged by Newpeople for the performance of a contract is limited to the amount against which the third party indemnifies Newpeople. Newpeople will never be liable for any loss or damages resulting from errors made by any third party engaged by the Client for the purpose of executing the contract.
5. Any liability on the part of Newpeople will lapse one year from the date on which the Client became aware of the loss or damages and the person liable for it.

Article 8. Complaints and defects

1. Complaints, whether or not they relate to deliveries or work performed (or not performed) by Newpeople or to invoices, must be submitted by the Client in writing immediately, but no later than fourteen days after the Client became aware of the facts and circumstances that gave rise to the

complaint. Newpeople will not be obliged to revise, supplement, improve or duplicate work relating to a complaint that has been submitted too late.

2. A complaint regarding certain work does not suspend the other party's payment obligation regarding that or other work. The other party can never claim termination of a contract on account of complaints or defects.

Article 9. Non-attributable failure (force majeure)

1. If Newpeople, due to circumstances beyond its control (including, but not limited to, Newpeople not being able to deliver due to its own suppliers, for whatever reason), is temporarily unable to fulfil its obligations after the contract has been entered into, Newpeople will be entitled to suspend the execution of the contract for the duration of the hindrance.

Article 10. Early termination

1. Early termination of the assignment by the Client is possible if:
 - a. The assignment or the position to be filled has been fulfilled in the interim by an Interim Manager other than the one proposed by Newpeople;
 - b. The position to be fulfilled and/or the execution of the assignment has expired.

Article 11. No waiver of rights

1. The failure at any time of either party to enforce compliance with the contract will not affect the right of that party to demand full compliance. The failure of either party to remedy a breach of contract will not be construed as a waiver of the right to remedy any further breach, as a lapse of the relevant provision or as any other impairment of the rights under the contract.

Article 12. Dissolution

1. Without prejudice to the other provisions of the general terms and conditions, the contract may be terminated by Newpeople without legal intervention and without any notice of default being required, at the time when the Client, who has not fulfilled all or part of the obligations arising from the contract, is declared bankrupt, applies for a provisional suspension of payments, has its assets attached, is placed under guardianship or otherwise loses the power of disposition of its assets or part thereof, unless the insolvency practitioner or administrator acknowledges the obligations arising from this contract as estate debt and provides security for their fulfilment.
2. Termination will cause the claims of both parties to become immediately due and payable. The Client is liable for all damages incurred or to be incurred by Newpeople.
3. If the Client does not fulfil his obligations resulting from any contract entered into with Newpeople as referred to in these terms and conditions, or does not fulfil these properly or in time, as well as in case of suspension of payments, cessation or liquidation of the Client's company or his death, Newpeople is entitled to terminate the contract in whole or in part (and to recover payment for the performance delivered by Newpeople, insofar as not yet paid) without judicial intervention and

without notice of default being required and/or to claim payment for the executed portion of the contract and/or to demand advance payment for further delivery. In these cases, the claims of both parties to become immediately due and payable. The Client is liable for all damages incurred or to be incurred by Newpeople.

Article 13. Confidentiality

1. The parties undertake, both before and during the existence of the contract, as well as after the contract is terminated for any reason whatsoever, not to disclose to any third party in any way whatsoever, without the prior written consent of the party whose data is involved, any data concerning the business affairs of the other party, in the broadest sense of the word, as well as data concerning the company and its clients or the existence, nature and content of the (draft) contract.
2. The Parties are not permitted to save information regarding Interim Managers who have not been employed by the Client, or to make this information available to third parties for inspection, or to enter into contact with these parties without the consent of Newpeople.

Article 14. Duty of disclosure

1. The Client is obliged to inform Newpeople immediately of any contracts for services or employment contracts entered into with one or more Interim Managers for the position to which the assignment relates, and to simultaneously send Newpeople a copy of the relevant contract for services or employment contract or letter of appointment.

Article 15. Force majeure

1. If the proper fulfilment by one of the parties is made permanently impossible in whole or in part as a result of one or more circumstances not for the account of this party, including the circumstances referred to in paragraph 3, the other party will be entitled to terminate the contract(s) with this party in whole or in part, without being obliged to pay damages.
2. If the impossibility is temporary, the contract may be performed at a later date, unless performance at a later date is no longer of value to the other party, provided that the contract may in any case be terminated by the other party if performance is impossible for a continuous period of six (6) months.
3. Circumstances that in any case are not for the account of one of the parties are governmental regulations which prevent or limit the use of the delivered or yet to be delivered goods, shortage of raw and auxiliary materials for the production of the goods, shortage of labour force, strike, import, export and/or transit ban, transport problems, non-compliance with the obligations by suppliers of Newpeople or transport companies, disturbances in the production, natural and/or nuclear disasters and war and/or threat of war, terrorist actions and/or attacks, as well as everything considered as force majeure according to Dutch law.

Article 16. Intellectual property

1. The Client may only use the trade names, logos, patents, copyrights, trademarks and/or any other intellectual property rights of Newpeople within the framework of the contract concluded between them. The aforementioned IP rights will remain the property of Newpeople or its licensors. The Client is not permitted to publish or reproduce or otherwise use the aforementioned rights without the prior written consent of Newpeople.
2. The Client is prohibited from disclosing to third parties any confidential information obtained from Newpeople in any way whatsoever, except as required by the applicable law.

Article 17. Privacy

1. Newpeople processes the name and address details of the Client in a client database in order to be able to execute and manage the contract with the Client and to inform the Client without any obligation, by sending informational material, folders, etc., about developments and services of Newpeople that are of interest to the Client.

Article 18. Applicable law / Competent court

1. All legal relationships between Newpeople and the Client are governed by Dutch law.
2. All disputes arising from the aforementioned contracts as well as these general terms and conditions will be settled exclusively by the competent court in Amsterdam.