

## **Joint Projects' General Terms and Conditions**

### **1. Definitions**

In these general terms and conditions (hereafter: "Terms") the following terms are used with the following meaning:

**Joint Projects:** an agency for organizational advice and consultancy registered with the Chamber of Commerce under number 08170491 and located at 8 Celebeslaan in Apeldoorn.

**Client:** the other party, the natural or legal person who instructs Joint Projects to provide services and/or deliver products.

**Agreement:** the agreement, assignment or contracting of work for the provision of services by Joint Projects.

**Services:** the services and actions to be delivered or performed by Joint Projects in the context of the Assignment or Agreement or which are performed or should be performed arising from or directly related to the assignment.

### **2. Applicability**

- 2.1. These Terms apply to all offers, quotations, work and Agreements between Joint Projects and the Client, including follow-up orders. Deviations from these terms and oral promises by Joint Projects are valid if expressly agreed in writing.
- 2.2. The applicability of the terms used by the Client is hereby rejected.
- 2.3. If the text of these Terms conflicts in any way with the text of an Agreement concluded between the Client and Joint Projects, the Agreement will prevail.

### **3. Conclusion of the Agreement**

- 3.1. All offers/quotations from Joint Projects are without obligation and are valid for 30 days, unless indicated otherwise.
- 3.2. An Agreement is concluded by signing the quotation or Agreement by the Client, by accepting the quotation, by sending the invoice and/or payment thereof or by commencing the execution of the work.
- 3.3. Each Agreement is entered into for an indefinite period of time unless it follows from the nature or provision of the assignment that it has been entered into for a definite period of time.
- 3.4. For the Agreement, an electronic message is equated with a written message.

### **4. The Agreement**

- 4.1. The Agreement can be entered into for a specific assignment or for several assignments to be performed within a certain period of time.
- 4.2. The Agreements to be executed by Joint Projects only contain best effort requirements. If a delivery term is not met, the Client has no right to suspend or refuse payment or purchase of the services, nor is it entitled to compensation.
- 4.3. If a term of completion for certain activities has been agreed upon within the terms of the agreement, this is never a strict deadline.

- 4.4. If no fixed price has been agreed, work will be done on the basis of hours actually spent, with work based on an hourly rate.
- 4.5. Joint Projects' compensation does not depend on the result of the Services performed.
- 4.6. The Client is responsible for passing on the correct contact details to Joint Projects.
- 4.7. Joint Projects has the right to engage third parties for the execution of the Agreement.

## **5. Payment Terms**

- 5.1. All prices are in Euros, exclusive of VAT and any travel costs, travel time and other costs and levies unless expressly stated otherwise.
- 5.2. The payment term is 14 days after the invoice date. Joint Projects invoices monthly.
- 5.3. Joint Projects is entitled to periodically adjust its rates.
- 5.4. The Client is not entitled to offset payment.
- 5.5. Complaints about the Services or invoicing do not suspend the payment obligation.
- 5.6. If the Client has not paid the invoice within the set payment term, the Client is legally in default. From that moment on, the Client owes the statutory commercial interest on the amount due. The payment date is the date on which the amount is credited to the Joint Projects' account.
- 5.7. Payments made by the Client will first be deducted from the interest and costs owed, after which the payments will be deducted from the Client's oldest outstanding invoice. The Client is not entitled to suspend or offset payments.
- 5.8. If Joint Projects is forced to hand over a claim, the Client will owe extra judicial and judicial collection costs of 15% of the principal sum and with a minimum of €100.
- 5.9. Joint Projects is entitled to offset its claims against the Client against any claims that the Client has against Joint Projects.
- 5.10. Joint Projects is entitled to request advance payment. Joint Projects is entitled to suspend or discontinue further performance of the Services if the Client fails to fulfill its obligations towards Joint Projects. The consequences of suspension or strike are fully at the expense and risk of the Client.
- 5.11. Joint Projects is entitled to demand a bank guarantee from the Client as security for the payment.
- 5.12. The Client is obliged to pay Joint Projects a deposit in advance which will be reasonably determined by Joint Projects, whenever Joint Projects so requests.
- 5.13. Joint Projects has the right, whenever a reasonable deposit is requested, to suspend the execution of the work until the Client has paid the deposit to Joint Projects or has provided security for this.

## **6. Confidentiality**

- 6.1. Joint Projects takes the greatest possible care when performing the Services for the Client and takes into account the interests of the Client
- 6.2. Neither party will disclose confidential information to third parties in any way, directly or indirectly, in writing or otherwise, unless the prior written consent of the other party has been obtained, such information is in the public domain, disclosure thereof by law, pursuant to a judicial judgment or pursuant to a relevant regulator.

## **7. Personal data**

- 7.1. Joint Projects and the Client only process personal data in accordance with the applicable regulations. Processing of personal data by Joint Projects and the Client in the context of the implementation of the Agreement and its services takes place in accordance with applicable laws and regulations.
- 7.2. Joint Projects and the Client will act in accordance with the regulations and adequately protect the personal data provided to it. Joint Projects and the Client will implement appropriate technical and organizational measures to protect the personal data against loss and any form of unlawful processing. Taking into account the state of the art and the costs of implementation, these measures will guarantee an appropriate level of security, given the risks involved in the processing and the nature of the data to be protected.
- 7.3. Joint Projects has the right to engage third parties for the processing of personal data, taking into account the legal obligations that apply to the processing of personal data.

## **8. Termination**

- 8.1. The Client and Joint Projects can terminate the Agreement by giving notice whilst observing a notice period of 1 month, whereby the work performed up to that point will be paid.
- 8.2. Termination must be communicated to the other party in writing.
- 8.3. If the Client proceeds to early termination, Joint Projects is entitled to compensation due to the loss of capacity that has arisen and can be demonstrated, unless the termination is due to demonstrable gross errors or gross negligence on the part of Joint Projects. The basis for compensation is the average monthly number of hours worked to date multiplied by the average hourly wage.
- 8.4. All claims that Joint Projects may have or acquire against the Client in the cases referred to in the first paragraph are immediately and fully due and payable in the event of premature termination.
- 8.5. Obligations which by their nature are intended to continue after termination of the Agreement will continue to exist after termination of this Agreement.
- 8.6. Joint Projects is entitled to dissolve the existing agreements between it and the Client, insofar as these have not yet been performed, without judicial intervention if the Client does not timely or properly fulfill the obligations it has under any agreement concluded with the Joint Projects Agreement, as well as in the event of bankruptcy or suspension of payment by the Client or in the event of the shutdown or liquidation of its company. The consequences of suspension, strike and/or dissolution are entirely at the expense and risk of the Client.

## **9. Liability**

- 9.1. Joint Projects will make every effort to carry out the Agreement to the best of its ability and will observe due care in doing so.
- 9.2. If an error is made because the Client has provided Joint Projects with incorrect or incomplete information, Joint Projects is not liable for the resulting damage.

- 9.3. If and insofar as Joint Projects should be liable for damage, this liability is limited to direct damage. Joint Projects is not liable for indirect damage, including consequential damage, loss of profit, lost savings, damage caused by delay, loss suffered, damage caused by the lack of information, damage due to business interruption or by claims of third parties against the Client.
- 9.4. If Joint Projects is liable towards the Client, this liability is limited to a maximum of the compensation for the Agreement in respect of which liability arose for the invoice amount actually paid, limited to the agreed compensation calculated over the duration of the Agreement with a maximum of 1 year, unless there is gross negligence.
- 9.5. Joint Projects' liability is at all times limited to a maximum of the amount of the payment made by the insurer.
- 9.6. The Client is liable for all damage caused by him, his personnel or goods used by him to Joint Projects' personnel or property.
- 9.7. All Client claims expire twelve months after the work to which these claims relate has been performed.
- 9.8. Suspension, strike and/or dissolution do not affect the payment obligation for the work already performed. Moreover, Joint Projects is then entitled to claim damages and costs from the Client caused by the Client's default and the dissolution of the Agreement, including loss of profit by Joint Projects.

## **10. Force Majeure**

- 10.1. Joint Projects is not obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, and is not for its account under the law, legal act or generally accepted opinion. In that situation, it has the right to suspend its obligations for as long as the force majeure lasts or to dissolve the Agreement by means of a written notification to the Client, without being obliged to pay compensation, unless this would be unacceptable in the given circumstances on the basis of reasonableness and fairness.
- 10.2. Force majeure on the part of Joint Projects in any case includes: any circumstance beyond the control and fault of Joint Projects as a result of which compliance cannot reasonably be expected of it, such as illness, accident, late delivery or unsuitability of materials, government measures, failure or inaccessibility of infrastructural facilities or other events in which the Client loses free disposal of the assets.

## **11. Intellectual Property**

- 11.1. The Intellectual Property Rights arising from the work will be transferred to the Client at the moment that all amounts pursuant to the Agreement have been paid, without any guarantees. This applies insofar as these rights arise from activities performed by Joint Projects as the execution of an assignment and the intellectual property rights are transferable.
- 11.2. All intellectual property rights – including but not limited to copyright and trademark rights – with regard to services, concepts, content and/or products and software developed by Joint Projects belong exclusively to Joint Projects or its licensors.

- 11.3. Services, products or software developed by Joint Projects and the material supplied in that context may not be reproduced, published or changed without the consent of Joint Projects.
- 11.4. The Client indemnifies Joint Projects against infringements of intellectual property rights of third parties.
- 11.5. Intellectual property rights and materials owned by the Client remain the property of the Client.

## **12. Other**

- 12.1. If at any time one or more provisions in these Terms are wholly or partially void or destroyed, the other provisions in these Terms will continue to apply in full. The parties will consult to replace the void or voided provisions with a new provision, taking into account as much as possible the purpose and intent of the original provisions.
- 12.2. Joint Projects reserves the right to change and/or supplement these Terms.
- 12.3. The Agreement and all agreements arising from or related thereto are exclusively governed by Dutch law. Any disputes

