

Conditions

0.1 General terms and conditions for the performance of consultancy assignments: client/Common Eye.

1. Definitions

In these general terms and conditions, the following terms will have the following meanings:

1.1 Assignment: an assignment agreement within the meaning of section 7:400 ff. of the Dutch Civil Code, under which one party, Common Eye (contractor), undertakes towards the other party, the client, to carry out (or have carried out) consultancy work for the benefit of the client's organisation. The assignment agreement will be recorded in writing and will contain (among other things) a description of the work to be carried out.

1.2 Consultancy assignment: the assignment to contribute, for the benefit of the of a client, to determining, analysing and solving issues of management, policy, organisation and functioning that arise within and/or with regard to an organisation and/or between organisations.

1.3 Client: the natural or legal person who, as the counterparty to Common Eye, has entered into an agreement to carry out an organisational consultancy assignment or to have such an assignment carried out.

1.4 Common Eye: the legal entity which has accepted the consultancy assignment as referred to in 1.2 as the contractor or which has submitted an offer or quotation prior to a possible assignment.

1.5 Contractor: the party that has entered into a contract with the client for the performance of an organisational consultancy assignment as referred to in 1.2.

1.6 Sub-contractor: the natural person or legal entity charged with executing the assignment on behalf of Common Eye.

1.7 Parties: the client and Common Eye.

2. General

2.1 All assignments will be accepted and carried out exclusively by Common Eye, to the exclusion of Sections 7:404 and 7:407(2) of the Dutch Civil Code.

2.2 All stipulations in these general terms and conditions are also made for the sake of all those who work for Common Eye.

2.3 All operations performed by contractors in the context of an assignment are deemed to be operations by or on behalf of Common Eye.

3. Applicability of these conditions

3.1 All stipulations in these general terms and conditions apply to all offers, activities, quotations made by Common Eye and to all agreements for consultancy services with a view to carrying out work for the client, including all ensuing or related agreements between Common Eye and the client or their legal successors.

3.2 These general terms and conditions may only be deviated from by written agreement.

3.3 If any stipulation in these general terms and conditions or in the agreement is null and void, the agreement will otherwise remain in force and the stipulation in question will be replaced in consultation between the parties by a stipulation that comes as close as possible to the purport of the original stipulation.

3.4 Common Eye is authorised to make changes to these terms and conditions. The amendments will be implemented on the date announced for their implementation. Unless otherwise agreed by the parties, the aforementioned amendments will not affect any contracts in progress at the time of their implementation.

4. Principles

4.1 Common Eye guarantees the integrity of its operations, is required to act expertly and/or competently in relation to the assignment and the client, is required to guarantee its professional and relational impartiality, avoids conflicts of interest with those of the assignment itself and undertakes to hold the client accountable for any actions if the latter does not behave as a good client.

4.2 The client is sincere in his preliminary discussions with Common Eye about the competition from other consultancy firms, the criteria that apply to selection and the period within which the choice falls.

4.3 The client is responsible for a responsible assignment policy.

4.4 The client is prudent in providing information that is necessary, both solicited and unsolicited, in order to be able to carry out the assignment properly and effectively.

4.5 The client acts as a reliable partner by fulfilling agreements on time and in full, including the payment of invoices.



5. Realisation of the assignment agreement

5.1 The assignment agreement will take effect at the time that the assignment agreement signed or confirmed by the parties and the data and information as required by law and legislation have been received by the contractor.

5.2 The assignment agreement is the written consensus between the client and Common Eye, which contains, where applicable, the following agreements on the content and terms of performance of the assignment:

- a description of the content and limits to the assignment
- the intended purpose of the assignment
- (the part of) the organisation to which the assignment relates
- mutual organisational relations and joint working methods
- the limits to the performance of the assignment
- the choice of the sub-contractors to be deployed by Common Eye and the employees to be deployed by the client, as well as the appointment of a project leader and contact persons
- the procedure(s) for managing the consultancy process
- the authorities, groups or persons to whom information is to be provided before, during and after the assignment
- an indication of the duration which is necessary for performing the assignment, phasing the duration and how to deal with any actual deviation of the duration from the indication
- establishing the person(s) to whom Common Eye provides consultation and to whom and in what manner the progress of the assignment is reported
- an estimate of the costs and the procedure to be followed if the actual costs exceed the estimate
- the basis for remuneration and the method of invoicing
- the procedure for engaging third parties and the invoicing thereof
- (if applicable) ownership rights and copyrights
- the review and evaluation of the assignment
- the desired or necessary follow-up.

6. Provision of information, employees and workspace by the client

6.1 The client will ensure that all data and information which Common Eye indicates are necessary or which the client should reasonably understand are necessary for the performance of the agreement are provided to Common Eye in good time in the form and manner as requested.

6.2 If the data and information required for the performance of the agreement have not been provided to Common Eye, or have not been provided on time or properly, Common Eye has the right to suspend the performance of the agreement or to

charge the client at the usual rates for the additional costs resulting from the delay.

6.3 The client is obliged to inform Common Eye immediately of facts and circumstances that may be relevant in connection with the performance of the assignment.

6.4 The client guarantees the accuracy, completeness and reliability of the data and information provided to Common Eye by him or on his behalf.

6.5 At the request of Common Eye, the client will make available free of charge employees of the client's own organisation who are or will be involved in the work of Common Eye.

7. Confidentiality

7.1 With regard to third parties who are not involved in the performance of the assignment, Common Eye will exercise due care and confidentiality in respect of all confidential data or competitively sensitive information of the client that has come to its knowledge in the context of the assignment, unless Common Eye has a statutory or professional duty to disclose, Common Eye is required to defend itself before a disciplinary or other court, the client has relieved Common Eye of the duty of confidentiality or the information has been obtained through public sources. Common Eye must take all necessary precautions within the framework of the assignment to protect the interests of the client.

7.2 The client may not, without Common Eye's consent, communicate to third parties the approach, working method, content of advice or opinions of Common Eye, nor make available or otherwise make public its report or other material, whether or not in writing, unless the client has a legal or professional duty of disclosure.

8. Intellectual property

8.1 Models, techniques, instruments, including software and other intellectual products used for the performance of the assignment or included in the advice or research result, are and remain the property of Common Eye, insofar as they do not already belong to third parties. Publication, further use or further distribution can therefore only take place after permission has been obtained from Common Eye without prejudice to the provisions of 5.2.

8.2 The client has the right to multiply documents for use in his own organisation, insofar as this fits within the purpose of the assignment. In the event of premature termination of the assignment, the foregoing will apply mutatis mutandis.



9. Performance of the assignment

9.1 The assignment will be carried out by or on behalf of Common Eye to the best of its knowledge and ability and in accordance with the requirements of professionalism and good contractorship.

9.2 The obligation as referred to in 9.1 has the character of a single best-efforts obligation, because the achievement of the intended result cannot be guaranteed, unless Common Eye and the client reach explicit agreement in writing on the result to be achieved before accepting the assignment and if it is established between the parties that the description of the result to be achieved is only open to one interpretation and the result can be objectively determined (obligation to achieve a result). If the written result obligation does not meet the aforementioned cumulative requirements, the client will not be entitled to invoke Common Eye's result obligation. The same applies if the result is not achieved outside the influence of Common Eye.

9.3 Common Eye may replace one or more contractors after consultation with the client. The change may not reduce the quality of the work to be carried out within the framework of the assignment, nor adversely affect the continuity of the assignment. A change in the contractors can also take place at the request of the client in consultation with Common Eye.

9.4 Involving or engaging third parties in the performance of the assignment by the client or by Common Eye will be exclusively through mutual consultation.

9.5 The client accepts that the time schedule and the costs of the assignment may be changed if the parties agree in the interim to extend or change the approach, working method or scope of the assignment or the ensuing organisational consultancy work.

9.6 If interim changes to the assignment or the performance of the assignment become necessary as a result of the client's actions, Common Eye must make the necessary adjustments, if the quality of the services requires this. If such an adjustment leads to additional work, this must be confirmed by the client as an additional assignment. If the client does not confirm the agreement within fourteen days after having been requested to do so in writing, Common Eye is entitled to terminate the agreement immediately and without judicial intervention and without liability to pay any compensation to the client.

10. Duration and conclusion of the assignment

10.1 The duration of the assignment may be influenced by a variety of factors, such as the quality of the information that Common Eye obtains and the cooperation that is provided, as well as by Common Eye's efforts. Common Eye can therefore not indicate

in advance exactly how long the turnaround time for the performance of the assignment will be. Deadlines within which work must be completed are therefore only strict deadlines if this has been agreed in writing.

10.2 In a financial sense, the assignment is completed as soon as the final invoice has been approved by the client. The client must notify Common Eye of this within a period of thirty days from the date of the final invoice. If the client does not respond within this period, the final invoice will be deemed to have been approved.

11. Premature termination of the assignment

11.1 The parties may unilaterally terminate the agreement prematurely if one of them is of the opinion that the performance of the assignment can no longer take place in accordance with the assignment agreement and any subsequent additional agreements. The other party must be informed of this in writing, stating the reasons. Common Eye or the client may only make use of the authority to terminate the contract prematurely if, as a result of facts and circumstances that are beyond the control of the terminating party or cannot be attributed to him, completion of the contract cannot reasonably be expected. Common Eye retains the right to payment of the invoices for work carried out to date, whereby the client will, if possible and subject to change, be provided with the provisional results of the work carried out up to that point. Insofar as there are additional costs involved, these will be charged.

11.2 In the event that one of the parties becomes bankrupt, applies for a suspension of payments or ceases business operations, the other party has the right to terminate the assignment without observance of a notice period, all rights retained.

12. Fee

12.1 With regard to the rates and the cost estimates based thereon, the agreement explicitly states whether these include the secretarial costs, travel time, travel and accommodation costs and other costs related to the assignment. Insofar as these costs are not included, they can be calculated separately provided that explicit and written agreements have been made in this respect. An interim change in the level of wages and costs that necessitates Common Eye to adjust its rates or other aforementioned allowances will be passed on. The fee does not include any interest costs, unless otherwise indicated in the agreement.

12.2 Common Eye's fee, if necessary increased by advances and invoices from third parties, will be charged to the client on a monthly, quarterly, annual basis or after completion of the consultancy work, unless the client and Common Eye have agreed



otherwise. Turnover tax will be charged separately on all amounts owed to Common Eye by the client.

12.3 If the client wishes a chartered accountant to inspect Common Eye's invoice, Common Eye will provide assistance in this regard. The costs of such an inspection will be borne by the client.

13. Payment terms

13.1 Payment by the client must be made, without deduction, discount or setoff, within the agreed periods, but in any case no later than thirty days after the invoice date. Payment must be made by means of a transfer to a bank account designated by Common Eye.

13.2 If the client fails to pay within thirty days of the invoice date, Common Eye is entitled, after having demanded payment from the client at least once, without further notice of default and without prejudice to Common Eye's other rights, to charge the client statutory interest from the due date until the date of full payment.

13.3 All judicial and extrajudicial (collection) costs reasonably incurred by Common Eye as a result of the client's failure to comply with his payment obligations will be borne by the client.

13.4 If the financial position or the payment behaviour of the client, in the opinion of Common Eye, gives cause to do so, Common Eye is entitled to require the client to immediately provide (additional) security in a form to be determined by Common Eye. If the client fails to provide the required security, Common Eye is entitled, without prejudice to its other rights, to immediately suspend the further performance of the agreement and all that the client owes Common Eye for whatever reason will become immediately due and payable.

13.5 In the event of a jointly issued assignment, clients are, insofar as the consultancy activities are performed, jointly and severally liable for the payment of the invoice amount on behalf of the joint principals, irrespective of the ascription of the invoice.

14. Engaging or employing each other's personnel

None of the parties may, during the performance of the assignment or within one year after termination of the assignment, employ staff of the other party who are or have been involved in the assignment, or otherwise work for him or another, other than in consultation with the counterparty.

15. Processing of personal data

15.1 To the extent that personal data are processed in the context of the assignment, these personal data will be processed by Common Eye solely for the

purpose of the assignment in a proper and prudent manner and in accordance with the General Data Protection Regulation. Upon completion or termination of an assignment, all information and/or personal data relating to the assignment will be retrieved from Common Eye's active system and stored at a secure archive location that is only accessible to a few designated persons within Common Eye.

15.2 Common Eye will take the necessary technical and organisational measures to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.

15.3 Common Eye does not share personal data with third parties, unless this is necessary for the performance of the assignment and/or to comply with legal obligations. If required, Common Eye will enter into a processing agreement with a third party.

16. Complaints

16.1 A complaint about work performed or an invoice amount must be notified in writing to Common Eye within thirty days of the dispatch of the documents or information about which the client is complaining, or, if the client proves that he could not reasonably have discovered the shortcoming earlier than within thirty days of the discovery of the shortcoming. If this period is exceeded, all claims will be forfeited.

16.2 A complaint does not suspend the client's obligation to pay, unless and insofar as Common Eye has informed the client that it considers the complaint to be well-founded.

16.3 In the event of a justified complaint, Common Eye has the choice between adjusting the invoice amount, improving or re-performing the work in question free of charge or not (or no longer) carrying out the assignment in full or in part.

17. Liability

17.1 Common Eye is liable for shortcomings in the performance of the assignment, insofar as these are the result of Common Eye's failure to exercise due care, expertise, competence or professionalism which may be counted upon in the context of the assignment in question.

17.2 The liability for the damage caused by the shortcomings is limited to the amount of the fee received by Common Eye for its work in the context of that assignment.

17.3 In the case of assignments with a turnaround time longer than six months, a further limitation of the liability referred to herein will apply up to a maximum of the amount of the invoice for the final six months.



17.4 Any claims by the client in this sense must be submitted within one year of the discovery of the damage, failing which the client will be deemed to have depleted his rights.

18. Applicable law

18.1 All agreements between the client and Common Eye are governed by Dutch law.

Common Eye BV

Professor Bronkhorstlaan 10
building 92, Terrain Berg & Bosch
3723 MB Bilthoven
030 207 2020
info@commoneye.nl
www.commoneye.nl

These conditions are largely taken from the General Conditions of the Council of Management Consultancy Firms (ROA)

