

GENERAL TERMS AND CONDITIONS OF EXPAND CONNECTING HR AS PART OF THE PROJECT AGREEMENT

Article 1. Definitions

These General Terms and Conditions are defined as follows:

- a. General terms and conditions: the General terms and conditions of Expand, which are part of the project agreement.
- b. Expand: the trade name of the private limited liability company Loohuis HR Consultancy B.V.
- c. Interim Manager: Expand's interim manager (via the Contractor) who, with the explicit permission of the Client, is charged with the implementation of the Project (Agreement) accepted by Expand, which will be performed by the Interim Manager completely independently.
- d. Client: any natural person and/or legal entity who engages the services of Expand for the (specific and/or specialist) completion and accomplishment of the Project.
- e. Project (Agreement): the agreement between Expand and the Client, on the basis of which Expand will accept the activities to be performed by one or more of its Interim Managers in order to achieve the project objectives.
- f. Project fee: the fee payable by the Client to Expand under the Project Agreement.
- f. Additional work: anything that, in terms of the project duration and/or project tasks agreed in the project agreement, is performed in excess of the arrangements made.

Article 2. Applicability

1. These General Terms and Conditions apply to all negotiations, offers, assignments and agreements, to the extent they relate to a Project in which an Expand employee will perform project activities at the Client for a fixed period of time. Expand will provide these General Terms and Conditions when making its offer and/or entering into such a project agreement, as well as send or hand over these Terms and Conditions free of charge at any written request by an interested party. In addition, these terms and conditions can also be referred to on our website www.expand.nl
2. Any terms and agreements deviating from these General Terms and Conditions are only binding upon Expand insofar as they have been explicitly confirmed in writing by Expand. Any terms and conditions applied by the Client and/or the Interim Manager or referred to by the Client and/or Interim Manager (such as its own general terms and conditions) do not apply, unless this has been explicitly confirmed by Expand in writing. Unless explicitly stated otherwise in writing, an explicit written acceptance of terms and conditions applies exclusively to the agreement in question.
3. Each Client or other party and/or Interim Manager who has ever entered into agreements with Expand under the applicability of these Terms and Conditions is deemed to have unconditionally declared himself in agreement with the applicability of these General Terms and Conditions to all subsequent quotations and advice issued by Expand in the broadest sense of the word, as well as subsequent agreements concluded with Expand and related (preparatory) work, unless it is explicitly stated in such an agreement that the General Terms and Conditions are not applicable.

Article 3. Preparation of quotations

1. The Client is not entitled to contact, employ or otherwise allow the candidates proposed during the pre-calculation and preparation examination perform work, who have not yet entered into a contract with Expand, however, with regard to whom Expand has expressed its intention and willingness to employ or hire these candidates for the execution of the Project if the quotation is accepted by the Client, within a period of 6 months following the end of the month in which the quotation or proposal was rejected, or to have these candidates perform work in any other way in the company of the (potential) Client, unless Expand has given its express written consent to this.

2. Expand is entitled to attach further conditions to this consent, including a reimbursement of the costs incurred by Expand as well as compensation for the work it has performed, its effort and loss of profit, without prejudice to the provisions of paragraph 1. of this article.

Article 4. Quotations

1. A quotation submitted by Expand is valid for a period of 4 weeks. If the Client accepts the quotation after expiry of the period of validity, an agreement will only be concluded if Expand agrees to the acceptance, which will be evidenced by a written statement from Expand, or from the fact that Expand has taken on the implementation of the project agreement.

Article 5. The project

1. The project objectives as well as the associated project tasks, project duration and Interim Manager are listed in the appendix of the project agreement agreed by the parties. Expand and the Client declare themselves to be in agreement, without reservation, with the objectives, tasks, project duration and Interim Manager(s) mentioned in this appendix by signing this appendix.

2. Agreed delivery periods are deemed to be target periods, unless it has been agreed that a period is a deadline (as referred to in Book 6 article 83, paragraph a of the Dutch Civil Code). Expand furthermore works pursuant to an obligation to perform to the best of its ability, unless an obligation to achieve a certain result has been explicitly agreed upon.

3. In case an agreed delivery date is exceeded this does not entitle the Client to terminate the project agreement and/or suspend payment of invoices and/or refuse to provide services. If an obligation to achieve a result has been agreed and a time limit has been exceeded, the Client will send Expand a written notice of default after this time limit has been exceeded, in which a reasonable term of at least 30 days is offered to still comply with the agreement.

4. Expand is entitled to charge for additional work after written permission from the Client and if the parties have made a further written agreement to that effect. The additional work then agreed will automatically form part of the project agreement.

5. If the Project has not been described in terms of duration and/or if no delivery period or delivery periods have been agreed, both parties are entitled to terminate the project agreement by giving notice of termination. Notice must be given by registered letter with due regard for a notice period of 3 calendar months. Projects for which the duration has been specified cannot be terminated or dissolved prematurely by the

6. Client, unless there is a situation of force majeure on the part of the Client as referred to in the Act and unless otherwise agreed in the project agreement.
7. Expand is entitled to terminate or dissolve a project agreement already entered into in whole or in part with immediate effect in the event of a change in the Project to such an extent that compliance can no longer reasonably be required of Expand. Expand is entitled to charge the Client in all reasonableness for all (future) costs resulting from the termination or dissolution referred to in the previous sentence. In such cases, the Client is not entitled to claim damages.
8. Expand will deliver the agreed Project to the Client in accordance with specifications and/or described project objectives. The Project shall be deemed to have been accepted if the Project has not been rejected by registered letter within a period of 5 consecutive working days. Unless otherwise agreed in writing, it is expressly assumed that termination and completion take place at the same time.

Article 6. The Interim Manager

1. The choice for the Interim Manager(s) concerned has been made in consultation between Expand and the Client. Expand will, in its role as project manager, give the Interim Manager work instructions with respect to the (final) result of the Project. However, the Interim Manager will perform the work for his own account and risk and is independently responsible for the execution of the Project. The Client is authorised to discuss with the Interim Manager any needs and requirements related to the daily affairs of the Client, exclusively including those related to working conditions, safety, instructions to be observed from the labour inspectorate regarding the possible execution location and resources to be provided by the Client.
2. The Client is furthermore entitled to discuss further needs and requirements, which are not included in the project agreement, with the Interim Manager. If the needs and requirements lead to a significant change in the agreement, the Client will immediately discuss these changes with Expand. Expand will then inform the Client as to whether the change will be carried out, or whether, with regard to these further needs and requirements, agreements need to be made with regard to an additional project fee, or an extension of the duration of the Project and/or the engagement of another (extra) Interim Manager. Only as soon as the Client has accepted the proposal in writing, it will be executed by the Interim Manager(s) appointed by Expand or by the Client. If the proposal is not accepted, the initially agreed project agreement will be implemented.
3. In the event of the Interim Manager's absenteeism, this expressly includes illness of the Interim Manager and/or labour law measures taken against him (whether or not due to justified complaints by the Client), Expand is entitled to have a replacement employee, who is equivalent in terms of expertise, experience and training, perform the Assignment.
4. If the project agreement is dissolved pursuant to this article, neither party will be able to claim any compensation. The cancellation obligations do not relate to work already performed by the Interim Manager. Expand is entitled to charge the Client a corresponding part of the project fee in proportion to the part of the agreement that has already been executed.
5. During the term of the Project as well as for two years after completion of the Project, the Client is explicitly not entitled to employ or deploy the Interim Manager(s) either directly or indirectly and/or to hire the Interim Manager(s) via a company other than

Expand, unless Expand has given its express written permission to this, or unless Expand has made further arrangements for this in the project agreement. If the Client violates the prohibition laid down in the previous sentence, he is obliged to pay an immediately payable penalty to Expand of € 40,000, to be increased by an amount of € 500 for each day that the violation continues. Without prejudice to the provisions of the previous sentence, Expand is explicitly entitled to claim compensation from the Client for the actual loss of income and damage caused instead of the penalty fixed between the parties.

Article 7. Force majeure

1. Expand's obligations will be suspended in the event of force majeure. In such a case, Expand shall first be obliged to (continue to) perform the agreement as soon as this is reasonably possible.
2. Force majeure within the meaning of the law is defined first and foremost as unforeseen circumstances relating to persons and/or materials (usually) engaged or used by Expand in the execution of the agreement, which are such that the execution of the agreement becomes impossible or so problematic and/or proportionally expensive that the Client cannot reasonably require prompt compliance with the agreement by Expand. Such circumstances include: strikes, lockouts, obstruction by third parties, shortages of (potential) Interim Managers, breakdowns in the delivery of a finished product, semi-manufactured products, raw materials and/or auxiliary materials, refusal by (potential) Interim Managers already proposed for the execution of the Project to (still) carry out or continue to carry out work, transport breakdowns and extreme weather conditions.
3. If Expand has already partially fulfilled its obligations at the start of the force-majeure situation referred to in article 6.4, Expand is entitled to invoice the executed part of the agreement separately and the Client is obliged to pay the relevant invoice as if it was a separate transaction.

Article 8. Prices

1. Expand's project fee (as agreed with the Client) is stated in euros, unless explicitly stated otherwise, and is stated exclusive of VAT and other similar levies.
2. The project fee for Expand mentioned in the project agreement, is based on the price-determining factors known at the time the project agreement was drawn up. Expand is at all times entitled to adjust the project fee to any changes in the price-determining factors that may occur in the period between the conclusion of the project agreement and its actual implementation or payment by the Client.
3. Expand is entitled to adjust its prices annually on the basis of the Consumer Price Index, unless the possibility of indexation is excluded in the project agreement.

Article 9. Liability

1. With regard to its relationship with the Client, Expand is not liable for damage caused by the Interim Manager during the performance of the project activities. In addition, Expand is not liable for damage as a result of mistakes made by the Interim Manager, if the Client is unable demonstrate that the damage could not have been prevented by instructions or indications from the Client. Nor is the Contracted Party liable for any (fictitious) employment agreement between the Interim Manager and the Client.

2. In the event that Expand is liable for damage, this liability is limited to personal injury (including loss of life) and/or direct property damage. The parties expressly exclude Expand's liability for all other damage, such as indirect damage, consequential damage, damage to information files, loss of profit, missed opportunities, business interruption, reduced goodwill, etc. If, pursuant to this article, or without prejudice to the other provisions of this article, Expand is obliged to pay compensation for damage, it will never be required to pay more than the maximum amount of the project compensation received or to be received in the project agreement over a period of 3 calendar months.

3. The Client will not be able to make any claims to compliance with this article if:

- a. the Client fails to fulfil any obligation arising from the project agreement, in particular financial obligations as referred to in Article 11 of these General Terms and Conditions.
- b. The Client has explicitly ignored the advice and instructions of Expand and/or the Interim Manager under the terms of the execution of the Project, if it is also plausible that this has contributed to the circumstance that has caused the damage.

4. The Client is expressly obliged to indemnify and hold Expand harmless from and against any claims for damages by third parties, expressly including the Client's personnel, against Expand that relate to the work of the Interim Manager and for which Expand is not liable pursuant to these provisions, or damage in excess of the amount for which Expand is liable to pay compensation pursuant to this provision.

5. The Client fully indemnifies Expand - partly with respect to the ultimate responsibility (for payment of taxes and social security contributions) - against any (wage) additional assessment and/or penalty from the Tax and Customs Administration in respect of the Client as (fictitious) employer of an Interim Manager due by Expand to the Client; in that case, Expand is furthermore entitled to set off claims held by the Client against Expand. And in the event that, contrary to the point of view and the intention of the parties, the relationship between the Client and Expand's seconded Interim Manager is considered by the fiscal authorities or other institutions to be a (fictitious) employment relationship (within the meaning of the relevant legislation), and Client is thereby obliged to pay wage tax and national insurance contributions, Client will not be entitled to deduct (and pay) these amounts, including any interest and penalties charged in this respect, from the fee(s) and invoices to be paid to Expand.

6. In case the parties have established that the Project at hand is of a particularly specialist nature, which establishment is evidenced by an explicit mention in the appendix to the project agreement, Expand is not liable for damage caused by the Interim Manager under the terms of the performance of the work for the execution of the Project, regardless of the nature and regardless of the cause of the damage referred to and regardless of the degree of fault on the part of the Interim Manager with regard to the damage caused. In the unlikely event that Expand bears liability, despite the provisions of the previous sentence, its liability is limited to the amount of the project fee, and in any case not in excess of € 5,000.

Article 10. The Client's obligations with regard to safety

1. The Client is obliged in respect of Expand as well as in respect of Expand's Interim Manager, to comply absolutely and in full with all legal and/or supranational obligations vested in the Client with respect to the performance of work and activities in his company, ensuing from the (Dutch) Safety Act and the Working Conditions Act, as well as with any resulting instructions from the Labour Inspectorate or other regulations.

2. The Client is furthermore obliged in respect of Expand as well as in respect of the Interim Manager to set up and maintain the location and means in which and/or with which the

Interim Manager will take on the execution of the Project and to provide the Interim Manager with such instructions with regard to the day-to-day running of the Project, explicitly including information regarding possible risks associated with the execution of the Project at the location designated for this purpose by the Client, that the Interim Manager is protected against risks of injury, integrity and property as can reasonably be demanded in connection with the execution of the project work. If the Client fails to comply with the aforementioned obligations, the Client will be obliged to compensate Expand for the damage suffered by Expand caused to the Interim Manager during the execution of the Project, unless the Client provides proof that the failure to comply with the Project is due to force majeure as referred to in Article 75 of Book 6 of the Dutch Civil Code, or the damage is to a large extent also due to the intent or wilful recklessness of the Interim Manager.

3. If, as a result of non-compliance with the Client's obligations as referred to in this article, the Interim Manager has suffered damage (including injury) in the performance of his work, the Client will be liable towards (the heirs of) the Interim Manager for the damage suffered. The Client indemnifies Expand against claims from the Interim Manager based on damage incurred in the performance of the project activities.

4. The Client will at all times indemnify and hold Expand harmless against all claims made against Expand for failure to comply with the obligations referred to in this article, which have the same effect as with regard to the Client's own employees as laid down in Book 7, article 658 of the Dutch Civil Code.

Expand is entitled to transfer its claims in respect of this paragraph to directly interested party(ies).

Article 11. Payment and consequences of non-payment

1. The invoice submitted by Expand must be paid by the Client within 30 days from the invoice date, unless explicitly agreed otherwise in writing.

2. The Client is expressly not entitled to set off outstanding invoices against any claim whatsoever against Expand (and/or parties affiliated with Expand), nor is the Client entitled to apply any discount without Expand's permission, or to seize the goods to the detriment of Expand.

3. Only payments directly made to Expand shall discharge the Client. Payment by the Client directly to third parties and/or the Interim Manager(s) is not permitted and is not binding in respect of Expand. Such a payment or advance can never provide a ground for final payment or set-off.

4. If the Client has failed to pay within the period referred to under paragraph 1 of this article, he is deemed to be in default by operation of law and Expand is entitled, without any summons or further notice of default being required, to a compensation of the interest equal to the statutory default interest from the date on which the invoice should have been paid at the latest. In addition, Expand is entitled to charge the Client all extrajudicial and judicial costs (even if they exceed the usual liquidation rate) that Expand incurs or has to incur in order to demand compliance, dissolution or compensation from the Client pursuant to the agreement, whether or not in court.

5. The Client will be due extrajudicial costs in any case where Expand has insured itself with regard to the assistance of third parties in respect of legal assistance, including the collection of amounts due to Expand. Without prejudice to any further rights and claims, extrajudicial costs will in any case amount to at least 15% of the amount due with a minimum of € 150.

6. Payments made by the Client will be processed in accordance with Article 44 of Book 6 of the Dutch Civil Code, and consequently payments will first be applied to pay the costs referred to in the previous paragraphs, then to the interest due as also referred to above and finally to the principal amount due and the accrued interest.

7. If the Client is in default with regard to any payment to Expand, Expand has the right to suspend the further execution of the agreement and any other agreements entered into with the Client, whether or not with respect to the projects, and to the extent they have not yet been performed, to dissolve them through a statement to that effect, expressly without prejudice to Expand's right to compensation for such dissolution, in particular on account of the costs of underutilisation in the Project, lost profit and non-remunerated costs or expenses that have not yet been reimbursed.

8. If additional work has to be performed, whether or not at the request of the Client, the Client will be obliged to pay for such additional work in accordance with these General Terms and Conditions and within the set term of payment.

If, at the explicit request of the Client, less work has to be carried out than originally agreed when the project agreement was concluded, Expand will adjust the project agreement accordingly if the amount of work to be carried out is ultimately estimated at 10% of the agreed project fee minimum.

Article 12. Confidentiality

1. Both during the execution of the Project by Expand and afterwards, the Client undertakes to observe complete confidentiality regarding the activities of Expand and its Interim Manager(s), employee(s) of Expand, of which the Client knows, or should have known, that this information is confidential, and/or regarding communications that could cause damage to third parties, Expand and the Interim Manager(s).

2. Expand undertakes to ensure that it and/or any of its employees does not make any announcements to other parties regarding the Client's company concerning which Expand and its employees know, or should have known, that announcements are or may be detrimental to the Client's company. The provisions of this paragraph explicitly do not apply to former employees of Expand. Client is entitled to enter into an additional confidentiality agreement with Expand's Interim Managers. In that case, the Client is obliged to inform Expand in writing of the confidentiality agreement between the Interim Manager and the Client.

3. Upon termination of the Project, Expand will be entitled to reclaim all materials, documents and objects that are Expand's property, if such property is not returned at the initiative of the Client. As a result of the foregoing provisions in this paragraph, Expand is expressly entitled to claim full compensation if the Client still refuses to return the materials, documents and objects belonging to Expand after Expand's written notification.

Article 13. Prohibition of employing or hiring the Interim Manager by the Client

1. The Client is not allowed to post an employee or Interim Manager of Expand, who is charged with the execution of a Project, with third parties without Expand's express written permission.

2. If the Client, or a company affiliated with it, wishes to enter into an employment relationship directly with the Interim Manager during the performance of the Assignment, it must inform Expand of this in writing and terminate the Agreement in compliance with these Terms and Conditions.

3. If the Client enters into a direct employment relationship or assignment agreement with the Interim Manager during the execution of the Assignment/Project or within twelve months after termination of the Assignment/Project and/or after termination of the existing agreement between Expand and the Interim Manager and without consultation with and without the consent of Expand, it will - in addition to the agreed fee for the duration of the Assignment/Project - be due to Expand a fixed compensation of € **25,000**, irrespective of Expand's right to recover the actual damage suffered from the Client.

4. If the previous paragraph appears to be null and void - for example on the basis of article 9a Waadi - and the Client enters into an employment relationship or assignment agreement with the Interim Manager within twelve months after termination of the Assignment and/or after termination of the assignment agreement between Expand and the Interim Manager, the Client will in any case be due to Expand a reasonable fee for the services provided by Expand in connection with the provision, recruitment or training of the relevant Interim Manager. The parties agree that a net amount equal to **25%** of the gross annual salary to be earned by the Interim Manager at the Client's, or a minimum amount of € **25,000.00**, should be regarded as reasonable compensation.

5. An employment relationship is understood to mean a legal relationship on the basis of which the Interim Manager performs work for the Client. The eventual position held by the Interim Manager is irrelevant.

Article 14. Applicable law and competent court

1. All quotations and agreements governed by these terms and conditions shall be governed exclusively by Dutch law. All disputes relating to or arising from the agreement concluded with Expand or quotations issued will be brought before the competent Dutch court in the District of 's-Hertogenbosch or the court that is competent on the basis of the law, subject to any mandatory regulation applicable in the Netherlands expressly providing otherwise.

Article 15. Invalidity and validity of provisions

1. If one or more provisions of the general terms and conditions prove to be null and void or invalid, the other provisions of this agreement shall remain in force.

Article 16. Amendment of the general terms and conditions

1. These general terms and conditions have been filed with the offices of the Chamber of Commerce and Industries for the 's-Hertogenbosch region. The most recently filed version is at all times applicable.