

## Terms and Conditions for the provision of services

of "Naumac B.V.", Oude Rijn 7, 2312 HB Leiden, the Netherlands, registered with the Chamber of Commerce under number 28110751, hereinafter referred to as: Naumac.

### Article 1 Definitions

1. In these Terms and Conditions, the terms set out below are used in the following meanings:

*Naumac*: the user of these Terms and Conditions.

*Client*: the party with which Naumac contracts.

*Agreement*: the written agreement for the provision of services.

*Written*: the written statement and the electronic statement (e-mail).

*Services*: The activities to be performed by Naumac for the Client in the following fields:

- a. Advising, leading and guiding organisations or parts thereof in processes of change, including all constituent processes occurring in them. Services in this field will be referred to as interim professional services in these Terms and Conditions. The person carrying out the task will be referred to as interim professional.
- b. The individual coaching of people in their personal development. Services in this field will be referred to as coaching services in these Terms and Conditions. The person carrying out the task will be referred to as coach.
- c. The selection of one or more candidates considered suitable for the purpose of immediate entry into the employment of the Client and the oral or written introduction of the candidates to the Client. This service will be referred to as recruitment and selection (services) in the Terms and Conditions. The person carrying out the task will be referred to as recruiter.

### Article 2 General

1. These Terms and Conditions shall apply to any offer, quotation, confirmation of assignment and agreement between Naumac and a client.

2. Any departures from these Terms and Conditions shall only be valid if they are included expressly in the agreement. If a provision in the agreement conflicts with or differs from a provision in the Terms and Conditions, the provision in the agreement shall prevail.

3. Any purchase or other conditions used by the Client shall only apply in so far as these have been explicitly, entirely or partly, declared applicable by Naumac in the confirmation of the assignment or in the agreement.

4. If one or more provisions in these Terms and Conditions should be void or declared void at any time, the remaining provisions in these Terms and Conditions shall remain in full force and effect. In such an event, Naumac and the Client will consult each other for the purpose of agreeing on new provisions to replace the void or voided provisions, and the new provisions shall approximate as closely as possible the purpose and essence of the original provisions.

### Article 3 Offers and quotations

1. All offers are subject to confirmation.

2. The offers made by Naumac will be binding if their acceptance is confirmed in writing by the Client within the period of validity set and without reservation or change.

3. Orders, agreements and arrangements that are effected without any preceding offer will only be binding on Naumac if and in so far as these have been confirmed in writing by Naumac.

4. The prices in offers, quotations, orders and confirmations of orders are exclusive of VAT.

5. If in its order or confirmation of an order, the Client refers to its own purchase conditions or other conditions, and/or has added such conditions to it, then Naumac shall not be obliged to point out again to the Client that Article 2, paragraph 3 of these Terms and Conditions continues to apply fully.

### Article 4 Performance of the agreement

1. Naumac will endeavour to perform the contracted services to the best of its knowledge and ability in accordance with high standards, all in accordance with what can be expected from the interim professional, coach or recruiter (depending on the applicable services) within the framework of the task assigned to him/her. With regard to the activities in the field of interim professional services, coaching or recruitment & selection, this obligation has the character of a best efforts obligation, because no guarantee can be given in respect of the result of the service provided by the interim professional, coach or recruiter.

2. The performance of a recruitment & selection assignment will be considered successful if and as soon as a candidate proposed by Naumac enters into the employment of the Client.

3. In the context of a recruitment & selection assignment and deployment or interim professional services, entry into employment includes any comparable form of actual employment of a candidate introduced by Naumac (for instance, as a contractor, partner, borrowed worker etc.), whether or not through a third party and whether or not at another business location of the Client and/or with an organisation it is affiliated to. Under a successful performance of the recruitment & selection assignment will also be understood the case in which a candidate Naumac has proposed to the Client enters the Client's employment within 12 (twelve) months of the introduction – whether or not the assignment was cancelled – or is otherwise employed, whether or not through third parties, in any way whatsoever, in any job whatsoever, by the Client or any company affiliated to it. Unless the Client has previously expressed an explicit reservation in writing in this regard, the fee shall also be payable if it turns out that the Client knew beforehand the candidate introduced by Naumac.

4. Naumac will see to it that the agreement is performed by staff who are sufficiently qualified in Naumac's opinion. Naumac reserves the right to replace staff before the end of the assignment. Such changes will not affect the performance of the agreement in such a way as to jeopardize the quality.

5. If and in so far as the proper performance of the agreement requires so, Naumac will have the right to have certain activities performed by other staff members, third parties or the interim professional's subordinates, even if the assignment was given with the interim professional personally in mind. Naumac will notify the Client of this in advance.

6. The Client is responsible for ensuring that all information which Naumac indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the agreement is provided to Naumac properly, in full and in time. Naumac shall not be liable for loss or damage caused by incompleteness, faultiness or incorrectness of the information

provided by or on behalf of the Client.

7. In respect of recruitment & selection assignments, the Client will be obliged to provide to Naumac information on the gross annual salary and the commencement date of the candidate selected by Naumac within 14 (fourteen) days of a request to that effect. If the Client fails to provide sufficient and correct information in time, Naumac will have the right to estimate the gross annual salary and the commencement date, and to invoice in accordance with this estimate.

8. If it has been agreed that the agreement will be performed in phases, Naumac may postpone the performance of components belonging to a following phase until the Client has approved the results of the preceding phase in writing and has paid.

9. The Client will indemnify Naumac against any claims from third parties incurring losses in connection with the performance of the agreement that can be attributed to the Client.

10. The entire or partial transfer of the agreement or any of the Client's rights or obligations arising from it by the Client shall only be possible after Naumac has given its consent in writing.

11. A recruitment & selection assignment will end in any case by the successful completion of the assignment, by cancellation of the assignment by Naumac or the Client and – if a time limit has been agreed – by expiry. The ending of an assignment will not affect the Client's obligations to Naumac in respect of candidates Naumac has introduced to the Client.

#### **Article 5 Changes to the agreement**

If, during the performance of the agreement, it becomes apparent that the agreement needs to be changed in respect of scope, timing, contents, costs or conditions, the parties will modify the agreement accordingly in time and in joint consultation. Such a change shall be deemed to have been effected when both Naumac and the Client have confirmed the change in writing.

#### **Article 6 Fee and costs**

1. The costs to be invoiced by Naumac to the Client include payment for the work performed. This fee is determined on the basis of the hours actually worked multiplied by the applicable rate, or is in accordance with a sum agreed in advance.

2. The prices and rates specified by Naumac or set out in the agreement are exclusive of VAT which is owed in connection with the performance of the agreement. The VAT will be charged to the Client pursuant to relevant provisions that are applicable at the time of invoicing.

3. If a recruitment & selection assignment is carried out successfully, Naumac will charge the Client a fee amounting to 22% of the candidate's gross annual salary plus the VAT due. The gross annual salary is the annual salary including all perquisites that the candidate introduced by Naumac is going to receive from the Client. In this context, perquisites include: holiday allowance, thirteenth month's salary, bonuses and commissions, company car (fixed at 15% of the listed value), expense allowances, and furthermore all payments, management fees, other fees and employee benefits that can be quantified as income. In the case of employment that lasts less than one year and/or part-time employment (a working week lasting less than 40 hours), the gross annual salary on which the fee is calculated will be based on a full year and a 40 (forty) hours' working week. If a full working week with the Client is demonstrably shorter than 40 (forty) hours, the fee will be based on this full working week, with the proviso that the working week to be determined in this way will never be shorter than 36 (thirty-six) hours. If a reduction in working hours or a comparable scheme is used by the Client, the working week shall be increased by these reduced hours for the purpose of calculating the fee. In the event of a situation as referred to in Article 4.3 and/or if the annual salary cannot be determined properly, for instance, due to variable components, the parties will accept the candidate's market value as determined by Naumac. Apart from the fee for a successful fulfilment, the Client shall owe Naumac no costs for the performance of the agreement in the context of a recruitment & selection assignment, unless Naumac and the Client have made explicit agreements about this.

#### **Article 7 Payment and invoicing**

1. For interim professional services and coaching, Naumac will invoice at the end of each calendar month in which performance of the agreement took place. Payments shall be made without any reduction or setoff not later than 30 (thirty) days after the invoice date.

2. For recruitment & selection, the fee will be invoiced to the Client 14 (fourteen) days before the entry into employment and/or the starting date of the activities of the candidate selected by Naumac. The payment term of the invoices sent by Naumac for recruitment & selection shall be 30 (thirty) days after the invoice date. The Client has no right to apply setoff, nor to defer any payment to Naumac. In the event of failure to fully pay within the term set, the Client will be in default without notice of default being required.

3. If the Client challenges the correctness of a part of an invoice, it will have to notify Naumac immediately of this in writing. It is nevertheless obliged to pay the part it does not contest. If and in so far as the contested part turns out to be payable after all, the original invoice date shall apply to this payment.

4. Naumac will keep records of the time spent by its staff within the framework of the performance of the interim professional services; such records will serve as evidence, subject to proof to the contrary provided by the Client.

5. If the Client fails to pay within the time limit set at 30 (thirty) days, then the Client will be in default by operation of law. In that event, the Client will owe 2% interest per month on the principal sum owing, and a part of a month will be counted as one month, unless the statutory interest rate is higher, in which case the statutory interest rate will apply. The interest on the payable amount will be calculated from the date when the Client is in default until the entire amount owing is paid.

6. In the event of liquidation, inability to pay, bankruptcy, attachment or suspension of payments on the part of the Client, the Client's debts to Naumac will be immediately due and payable.

7. Naumac shall be entitled to apply the payments made by the Client in the first place to settle the costs, then the accumulated arrear interest and finally the principal and the current interest. Naumac may, without being in default as a result of this, refuse an offer to pay if the Client indicates another order for the allocation of the payment. Naumac may reject complete payment of the principal sum if the accumulated arrear interest, the current interest and the costs are not paid simultaneously.

#### **Article 8 Collection charges**

1. If the Client defaults in the (timely) compliance with its obligations, then all reasonable extrajudicial costs incurred to

obtain payment shall be borne by the Client. At all events, the Client will owe extrajudicial collection charges in the event of a money claim. Pursuant to the Extrajudicial Collection Costs (Fees) Decree, the extrajudicial collection charges amount to at least € 40.00 and at most € 6,775.00.

2. Any reasonable legal and enforcement costs incurred will also be borne by the Client.

#### **Article 9 Guarantee scheme for recruitment & selection**

1. If a candidate brokered by Naumac is no longer in the Client's service within 1 (one) month of his/her entry into employment, Naumac will, provided the Client has met all its payment obligations to Naumac, try one more time, to the best of its ability, to recruit and select a new candidate for the same position in which, and with a comparable salary for which the first candidate has worked for the Client. The procedure in accordance with the original confirmation of the assignment will be restarted for this purpose.

2. If the Client wishes to make use of the guarantee scheme, it must notify Naumac thereof in writing within 14 (fourteen) days of the termination of the first candidate's employment, failing which the Client can no longer invoke the provisions of this article.

3. If Naumac, within 3 (three) months of the termination of the first candidate's employment, fails to recruit and select a new candidate who enters into the Client's service, Naumac will refund the Client 50% (fifty percent) of the fee (so not of any other costs) paid by the Client. No refund will be made if the Client itself (whether or not through third parties) has found a replacement candidate for the position held by the first candidate. In the event of a refund to the Client, Naumac will send a credit invoice for this amount and will pay the amount owing within the following 30 (thirty) days.

4. If a candidate proposed by Naumac within the context of this guarantee scheme enters the Client's service, or if Naumac has refunded 50% (fifty percent) of the fee, or if the Client itself (whether or not through third parties) has found a replacement candidate for the job in the guarantee period, Naumac will have fulfilled its obligations under this guarantee article.

#### **Article 10 Complaints about services provided**

Complaints in respect of the performance of interim professional services and coaching:

a. Complaints about work performed must be reported by the Client to Naumac immediately. The detailed written confirmation of the notice of default must be received by Naumac within 5 (five) working days of discovery, but at the latest within 10 working days of completion of the activities concerned, so that Naumac will be able to respond adequately.

b. If a complaint is well-founded, Naumac will still perform the activities as agreed, unless this has become demonstrably useless for the Client. The Client will have to notify in writing that performance has indeed become useless.

c. If later performance of the activities agreed is no longer possible or useful, Naumac will only be liable within the limits of Article 13.

d. A complaint as referred to in the first paragraph of this article will not suspend the Client's payment obligations.

e. Any claims made by the Client based on the argument that the work performed by Naumac fails to meet the agreement, will lapse by the passage of one year following the end of the work.

#### **Article 11 Cancellation, notice, default**

1. Both parties may cancel the agreement at all times by giving 1 (one) month's written notice, unless agreed otherwise in writing.

2. If the agreement is wholly or partly cancelled early by the Client, the Client will be obliged to pay the invoices for the work carried out so far by Naumac and, if applicable, the remaining hours as agreed upon as compensation.

3. If the agreement is cancelled early by Naumac, Naumac, in consultation with the Client, will see to it that the work that is still to be performed is transferred to third parties, unless the cancellation is based on facts and circumstances for which the Client can be held responsible. The Client remains obliged to pay the invoices for the work carried out so far.

4. If the transfer or early cancellation of the activities entails extra costs for Naumac, these costs will be charged to the Client.

#### **Article 12 Suspension and termination**

1. Naumac will be entitled to suspend the performance of its duties or to terminate the agreement if the Client fails to fully comply with its obligations under the agreement.

2. Furthermore, Naumac will be entitled to terminate, or to arrange to terminate, the agreement if circumstances occur which are of such a nature that performance of the agreement is impossible or can no longer be required according to the standards of reasonableness and fairness, or if other circumstances occur which are of such a nature that unmodified maintenance of the agreement cannot be reasonably expected.

3. If the agreement is terminated, the amounts that the Client owes Naumac shall be immediately due and payable. If Naumac suspends the performance of its obligations, it retains its claims under the law and the agreement.

4. When the performance of the agreement is continued after suspension, the extra work caused by Naumac having to start the work again will be compensated for by the Client on the basis of the time spent on this, the expenses incurred, and the costs of supervision during the suspension.

5. Naumac will at all times keep the right to claim compensation.

#### **Article 13 Liability**

1. If and to the extent that interim professional services are provided, Naumac will only be liable to its Client for loss or damage directly resulting from a shortcoming in the performance of the agreement that can be attributed to the interim professional, if and to the extent that the loss or damage could have been avoided with normal professional know-how and experience and with due observance of normal caution and professional conduct. Naumac's liability shall be limited to the amount of the fee for the assignment concerned, subject to a maximum of one annual fee.

2. If and to the extent that coaching services are provided, Naumac will only be liable to its Client for loss or damage directly resulting from a shortcoming in the performance of the agreement that can be attributed to the coach, if and to the extent that the loss or damage could have been avoided with normal professional know-how and experience and with

due observance of normal caution and professional conduct. Naumac's liability shall be limited to the amount of the fee for the assignment concerned, subject to a maximum of one annual fee.

3. If and to the extent that recruitment & selection services are provided, Naumac will be obliged to endeavour to recruit and select suitable candidates within the framework of an assignment for the purpose of employment by the Client. The Client shall be responsible for the decision to conclude an employment contract with the candidate selected by Naumac, as well as for the content of the employment contract, the payment and the working conditions. Naumac accepts in no way whatsoever any liability for shortcomings of, and/or loss or damage caused by, a candidate proposed by Naumac.

4. Naumac's total liability for property damage or personal injury will in no way be more than € 1,250,000 per event, and a series of connected events will be considered as one event.

5. Naumac shall never be liable for indirect loss or damage, including consequential damage, loss of profit, lost savings and loss due to business interruption.

6. Apart from the liability referred to in this article, Naumac cannot in any way be held liable for damages, whatever the grounds for proceedings for damages might be.

7. Naumac's liability for an attributable failure in the performance of any agreement arises only if the Client gives Naumac forthwith proper written notice of default, setting a reasonable time limit for remedying the breach, and Naumac continues to fail attributable in the fulfilment of its obligations after such time limit. The notice of default must include a description of the shortcoming with as much detail as is possible, so that Naumac will be able to respond adequately.

8. For any right to compensation of damages to arise, the Client must always report the loss or damage in writing to Naumac as soon as possible after the loss or damage occurred.

#### **Article 14 Indemnity**

1. The Client shall indemnify Naumac against claims made by third parties in respect of intellectual property rights or trademark rights to materials or data provided by the Client which are used during the performance of the agreement.

2. If the Client provides Naumac with information carriers, electronic files or software etc., it will guarantee that the information carriers, electronic files or software are free from viruses and defects, and that any licence fees for their use have been paid or will be paid by the Client for the entire period of use.

#### **Article 15 Force majeure**

1. The parties shall not be obliged to comply with any obligation if they are impeded from doing so as a result of a circumstance for which they cannot be blamed and for which they are not accountable under the law, by a legal act or according to generally accepted standards.

2. Force Majeure for the purpose of these Terms and Conditions shall mean, in addition to what it is understood to mean in statute and case law, all causes from outside, either anticipated or not anticipated, on which Naumac cannot exert any influence, but as a result of which Naumac is not able to comply with its obligations.

3. Naumac shall also be entitled to invoke force majeure if the circumstance impeding (further) performance of the agreement occurs after Naumac should have complied with its obligations.

4. The parties may suspend the obligations under the agreement during the period in which the force majeure persists. If this period exceeds two months, both parties will be entitled to terminate the agreement without the obligation to compensate the other party for loss.

5. To the extent that Naumac, at the time the force majeure occurs, has already partially complied with its obligations under the agreement or will be able to comply with these, and the part complied with or the part to be complied with has a separate value, then Naumac will be entitled to invoice separately the part already performed or to be performed. The Client will be obliged to pay this invoice as though it were a separate agreement.

#### **Article 16 Confidentiality**

1. Both parties shall observe secrecy in respect of all confidential information that they have received from each other within the context of their agreement or from a different source. Information is considered confidential if its confidential nature has been communicated by the other party or if this arises from the nature of the information, the agreement or the Terms and Conditions.

2. The Client is not allowed to disclose data of a candidate proposed by Naumac to a third party without prior written permission from Naumac. In the event of an infringement of the provisions of this article, the Client shall owe Naumac an immediately payable penalty amounting to € 25,000.00 per infringement, without prejudice to Naumac's right to claim full damages.

3. Information will not be deemed confidential if it is generally known, or if a party already possessed the information before it received such information from the other party, or if it was lawfully received from third parties.

4. If, pursuant to a legal provision or a court decision, Naumac is obliged to provide confidential information to third parties designated by law or by a competent court, and Naumac is unable to claim the right, either legal or recognized or allowed by a competent court, to decline to give the information, then Naumac will not be obliged to pay compensation or damages and the other party will not be entitled to terminate the agreement on the basis of any loss or damage caused by this.

5. Naumac cannot guarantee the observance of any obligation of confidentiality by the interim professional or coach and shall not be liable for any fine, penalty or possible damage of Client as a result of violation of an obligation of confidentiality by the interim professional or coach. Client shall indemnify Naumac against claims by third parties in respect of non-compliance or inadequate compliance with any duty of confidentiality by the interim professional or coach.

#### **Article 17 Intellectual property and copyright**

1. Without prejudice to the other provisions in these Terms and Conditions, Naumac reserves the rights and powers that Naumac is entitled to pursuant to the Copyright Act.

2. All information, materials and results, such as reports, advice, agreements, designs, sketches, drawings, presentations, descriptions of (parts of) courses, training, workshops or conferences etc. provided by Naumac, are exclusively intended to be used by the Client, and they may not be multiplied, made public or divulged to third parties by the Client without prior written permission from Naumac, unless the contrary follows from the nature of the documents provided.

3. The Client will not be allowed to organise or give courses or parts thereof, training sessions, workshops or conferences

without prior written consent from Naumac, in so far as use is made of information, materials and results belonging to Naumac. Naumac may attach conditions to its consent, including the payment of a fee to Naumac.

4. Naumac reserves the right to use the knowledge increased by the performance of its activities for other purposes, in so far as no confidential information is revealed to third parties.

#### **Article 18 No takeover of staff**

During the term of the agreement and 12 months after its termination, each of the parties, Naumac and the Client, will refrain from making offers to and/or employing, directly or indirectly, each other's staff who are charged with the performance of the agreement, unless following prior consultations and agreement on a reasonable fee for supplying, recruiting, selecting, coaching and/or training the staff member, and with mutual consent, subject to a penalty that is immediately payable to the injured party, amounting to € 5,000 per infringement and € 500 for each day that the infringement occurs or has occurred. For the purpose of this provision, staff of Naumac's subcontractors will also be considered Naumac staff.

#### **Article 19 Privacy policy**

1. In the performance of the agreement, the Client will process the personal details of Naumac and its staff in a decent and careful way. This means that the Client will comply with all organizational and technical security measures that it is required to take pursuant to privacy legislation. Personal details shall not be used for any other purpose than the purpose for which they were given. In particular, the Client shall not use the personal details for its own objectives. If the Client itself does not process the personal details, but wishes to engage a third party as subprocessor, this will only be allowed if the Client informs Naumac about this beforehand. Naumac has and will keep full control of the shared personal details.

2. Personal details are understood to be: first name, surname, telephone number, e-mail address and, if requested, CV, address and residence. CV is shared to assess a candidate's suitability for a certain role. Contact details of staff are shared for the purpose of planning an initial meeting and for the performance of the agreement.

3. The Client will keep the personal details secret and will ensure that persons, not limited to employees, who are involved in the processing of the personal details, are also bound by a duty of confidentiality in respect of the personal details. The Client will notify Naumac of any 'violation regarding personal details' (data leak) or any such attempt at it. The Client will also forward in a timely manner to Naumac all information it possesses and that is necessary to meet the obligations under the privacy legislation. Subsequently, Naumac will determine whether a data leak identified by the Client will be reported to the Dutch Data Protection Authority and/or data subjects.

4. The personal details will be stored by the Client for a period of time not exceeding one year and will subsequently be erased, or, at Naumac's option, be transferred to Naumac, unless the data have to be stored for a longer period within the framework of legal obligations. Erasure of personal details by the Client will then be carried out after the statutory retention period. At Naumac's request, the Client will declare that erasure has taken place. Requests in respect of inspection, modification or destruction of personal details will be immediately forwarded to Naumac.

5. Naumac will be responsible for the processing and will be liable for the processing or the purpose for which it is pursued, the use and the contents of the personal details, the provision to third parties, the duration of the storage of the personal details, the method of processing and the means deployed.

6. The Client will be liable to Naumac, as has been stipulated in the Terms and Conditions and the privacy legislation. Naumac has the right to check compliance with the provisions of this agreement regarding the processing of personal details at its own expense once a year. This audit by Naumac will be restricted to the Client's systems that are used for the processing.

#### **Article 20 Applicable law and choice of forum**

The agreement between the Client and Naumac shall be governed by Dutch law. Any disputes that may arise between the Client and Naumac due to an agreement concluded between the Client and Naumac, or due to further agreements that may arise from it, will be submitted, in so far as is possible, to the competent Dutch court in The Hague.

#### **Article 21 Changes to and location of the Terms and Conditions**

1. Unless agreed otherwise, Naumac reserves the right to modify or supplement these Terms and Conditions during the performance of the agreement, in which case Naumac will notify the Client in writing of its intention, and during a period of one month after receipt of the notification referred to, the Client will have the right to give notice of termination of the agreement by registered post, taking effect from the end of the then current calendar month. If notice of termination as referred to in the preceding sentence has not been given within the term set, the changes or additions to these Terms and Conditions referred to will be deemed to constitute part of the agreement as from the last date on which the Client could have given its notice of termination.

2. These Terms and Conditions are filed at the Chamber of Commerce in The Hague.

3. At all times the version that applies is the most recently filed version or the version that was in effect at the time of formation of the agreement (except for the provisions of paragraph 1 of the present article).

4. These Terms and Conditions can also be consulted at Naumac's website: [www.naumac.com](http://www.naumac.com).

Was signed,

T.A.B. Nauta  
Naumac B.V. (28110751)

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3. In the context of a recruitment & selection assignment and deployment or interim professional services, entry into employment includes any comparable form of actual employment of a candidate introduced by Naumac (for instance, as a contractor, partner, borrowed worker etc.), whether or not through a third party and whether or not at another business location of the Client and/or with an organisation it is affiliated to. Under a successful performance of the recruitment & selection assignment will also be understood the case in which a candidate Naumac has proposed to the Client enters the Client's employment within 12 (twelve) months of the introduction – whether or not the assignment was cancelled – or is otherwise employed, whether or not through third parties, in any way whatsoever, in any job whatsoever, by the Client or any company affiliated to it. Unless the Client has previously expressed an explicit reservation in writing in this regard, the fee shall also be payable if it turns out that the Client knew beforehand the candidate introduced by Naumac.

4. Naumac will see to it that the agreement is performed by staff who are sufficiently qualified in Naumac's opinion. Naumac reserves the right to replace staff before the end of the assignment. Such changes will not affect the performance of the agreement in such a way as to jeopardize the quality.

5. If and in so far as the proper performance of the agreement requires so, Naumac will have the right to have certain activities performed by other staff members, third parties or the interim professional's subordinates, even if the assignment was given with the interim professional personally in mind. Naumac will notify the Client of this in advance.

6. The Client is responsible for ensuring that all information which Naumac indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the agreement is provided to Naumac properly, in full and in time. Naumac shall not be liable for loss or damage caused by incompleteness, faultiness or incorrectness of the information

provided by or on behalf of the Client.

7. In respect of recruitment & selection assignments, the Client will be obliged to provide to Naumac information on the gross annual salary and the commencement date of the candidate selected by Naumac within 14 (fourteen) days of a request to that effect. If the Client fails to provide sufficient and correct information in time, Naumac will have the right to estimate the gross annual salary and the commencement date, and to invoice in accordance with this estimate. In respect of deployment and interim professional services, the Client will also be obliged to provide Naumac with all information on the gross annual salary of its employees in the same or similar function as the interim professional within 14 (fourteen) days of a request to that effect. If the Client fails to provide that information it will forfeit an immediately payable penalty to Naumac of € 1,000 for every day that the failure to provide the information continues, notwithstanding the right of Naumac to claim fulfilment of the obligation and/or actual damages.

8. If it has been agreed that the agreement will be performed in phases, Naumac may postpone the performance of components belonging to a following phase until the Client has approved the results of the preceding phase in writing and has paid.

9. The Client will indemnify Naumac against any claims from third parties incurring losses in connection with the performance of the agreement that can be attributed to the Client.

10. The entire or partial transfer of the agreement or any of the Client's rights or obligations arising from it by the Client shall only be possible after Naumac has given its consent in writing.

11. A recruitment & selection assignment will end in any case by the successful completion of the assignment, by cancellation of the assignment by Naumac or the Client and – if a time limit has been agreed – by expiry. The ending of an assignment will not affect the Client's obligations to Naumac in respect of candidates Naumac has introduced to the Client.

### **Article 5 Changes to the agreement**

If, during the performance of the agreement, it becomes apparent that the agreement needs to be changed in respect of scope, timing, contents, costs or conditions, the parties will modify the agreement accordingly in time and in joint consultation. Such a change shall be deemed to have been effected when both Naumac and the Client have confirmed the change in writing.

### **Article 6 Fee and costs**

1. The costs to be invoiced by Naumac to the Client include payment for the work performed. This fee is determined on the basis of the hours actually worked multiplied by the applicable rate, or is in accordance with a sum agreed in advance.

2. The prices and rates specified by Naumac or set out in the agreement are exclusive of VAT which is owed in connection with the performance of the agreement. The VAT will be charged to the Client pursuant to relevant provisions that are applicable at the time of invoicing.

3. If a recruitment & selection assignment is carried out successfully, Naumac will charge the Client a fee amounting to 22% of the candidate's gross annual salary plus the VAT due. The gross annual salary is the annual salary including all perquisites that the candidate introduced by Naumac is going to receive from the Client. In this context, perquisites include: holiday allowance, thirteenth month's salary, bonuses and commissions, company car (fixed at 15% of the listed value), expense allowances, and furthermore all payments, management fees, other fees and employee benefits that can be quantified as income. In the case of employment that lasts less than one year and/or part-time employment (a working week lasting less than 40 hours), the gross annual salary on which the fee is calculated will be based on a full year and a 40 (forty) hours' working week. If a full working week with the Client is demonstrably shorter than 40 (forty) hours, the fee will be based on this full working week, with the proviso that the working week to be determined in this way will never be shorter than 36 (thirty-six) hours. If a reduction in working hours or a comparable scheme is used by the Client, the working week shall be increased by these reduced hours for the purpose of calculating the fee. In the event of a situation as referred to in Article 4.3 and/or if the annual salary cannot be determined properly, for instance, due to variable components, the parties will accept the candidate's market value as determined by Naumac. Apart from the fee for a successful fulfilment, the Client shall owe Naumac no costs for the performance of the agreement in the context of a recruitment & selection assignment, unless Naumac and the Client have made explicit agreements about this.

4. Naumac offers the Client the opportunity to take over the interim professional, deployed by Naumac to Client, for the execution of the assignment (i.e. to enter into employment or to have him or her employed by an affiliated company or to have him or her perform work in a comparable form, whether or not through third parties) immediately after the deployment, if and insofar as this interim professional has been deployed for a period of at least 1.500 hours to Client, but no less than the agreement has stipulated. This is regarded as a reasonable compensation for supplying, recruiting, selecting, coaching and/or training the interim professional.

5. If an interim professional is introduced to a potential Client through the intervention of Naumac and this potential Client enters into an employment relationship with this interim professional directly or indirectly within or outside of employment for the same or another position before the placement is effected, this potential Client shall owe a compensation of 25% of the fee that would have been due for the interim professional concerned during a period of six months if the placement had been effected. Client shall always owe this fee if Client initially came into contact with the interim professional through Naumac.

6. The Client is aware of and will comply with all legal obligations arising from the WAADI legislation (Wet Allocatie Arbeidskrachten Door Intermediairs). The Client shall indemnify Naumac against any penalties imposed or claim made upon Naumac as a consequence of an attributable shortcoming on the part of the Client in the compliance with the WAADI.

### **Article 7 Payment and invoicing**

1. For interim professional services and coaching, Naumac will invoice at the end of each calendar month in which performance of the agreement took place. Payments shall be made without any reduction or setoff not later than 30 (thirty) days after the invoice date.

2. For recruitment & selection, the fee will be invoiced to the Client 14 (fourteen) days before the entry into employment and/or the starting date of the activities of the candidate selected by Naumac. The payment term of the invoices sent by Naumac for recruitment & selection shall be 30 (thirty) days after the invoice date. The Client has no right to apply setoff,

nor to defer any payment to Naumac. In the event of failure to fully pay within the term set, the Client will be in default without notice of default being required.

3. If the Client challenges the correctness of a part of an invoice, it will have to notify Naumac immediately of this in writing. It is nevertheless obliged to pay the part it does not contest. If and in so far as the contested part turns out to be payable after all, the original invoice date shall apply to this payment.

4. Naumac will keep records of the time spent by its staff within the framework of the performance of the interim professional services; such records will serve as evidence, subject to proof to the contrary provided by the Client.

5. If the Client fails to pay within the time limit set at 30 (thirty) days, then the Client will be in default by operation of law. In that event, the Client will owe 2% interest per month on the principal sum owing, and a part of a month will be counted as one month, unless the statutory interest rate is higher, in which case the statutory interest rate will apply. The interest on the payable amount will be calculated from the date when the Client is in default until the entire amount owing is paid.

6. In the event of liquidation, inability to pay, bankruptcy, attachment or suspension of payments on the part of the Client, the Client's debts to Naumac will be immediately due and payable.

7. Naumac shall be entitled to apply the payments made by the Client in the first place to settle the costs, then the accumulated arrear interest and finally the principal and the current interest. Naumac may, without being in default as a result of this, refuse an offer to pay if the Client indicates another order for the allocation of the payment. Naumac may reject complete payment of the principal sum if the accumulated arrear interest, the current interest and the costs are not paid simultaneously.

#### **Article 8 Collection charges**

1. If the Client defaults in the (timely) compliance with its obligations, then all reasonable extrajudicial costs incurred to obtain payment shall be borne by the Client. At all events, the Client will owe extrajudicial collection charges in the event of a money claim. Pursuant to the Extrajudicial Collection Costs (Fees) Decree, the extrajudicial collection charges amount to at least € 40.00 and at most € 6,775.00.

2. Any reasonable legal and enforcement costs incurred will also be borne by the Client.

#### **Article 9 Guarantee scheme for recruitment & selection**

1. If a candidate brokered by Naumac is no longer in the Client's service within 1 (one) month of his/her entry into employment, Naumac will, provided the Client has met all its payment obligations to Naumac, try one more time, to the best of its ability, to recruit and select a new candidate for the same position in which, and with a comparable salary for which the first candidate has worked for the Client. The procedure in accordance with the original confirmation of the assignment will be restarted for this purpose.

2. If the Client wishes to make use of the guarantee scheme, it must notify Naumac thereof in writing within 14 (fourteen) days of the termination of the first candidate's employment, failing which the Client can no longer invoke the provisions of this article.

3. If Naumac, within 3 (three) months of the termination of the first candidate's employment, fails to recruit and select a new candidate who enters into the Client's service, Naumac will refund the Client 50% (fifty percent) of the fee (so not of any other costs) paid by the Client. No refund will be made if the Client itself (whether or not through third parties) has found a replacement candidate for the position held by the first candidate. In the event of a refund to the Client, Naumac will send a credit invoice for this amount and will pay the amount owing within the following 30 (thirty) days.

4. If a candidate proposed by Naumac within the context of this guarantee scheme enters the Client's service, or if Naumac has refunded 50% (fifty percent) of the fee, or if the Client itself (whether or not through third parties) has found a replacement candidate for the job in the guarantee period, Naumac will have fulfilled its obligations under this guarantee article.

#### **Article 10 Complaints about services provided**

Complaints in respect of the performance of interim professional services and coaching:

a. Complaints about work performed must be reported by the Client to Naumac immediately. The detailed written confirmation of the notice of default must be received by Naumac within 5 (five) working days of discovery, but at the latest within 10 working days of completion of the activities concerned, so that Naumac will be able to respond adequately.

b. If a complaint is well-founded, Naumac will still perform the activities as agreed, unless this has become demonstrably useless for the Client. The Client will have to notify in writing that performance has indeed become useless.

c. If later performance of the activities agreed is no longer possible or useful, Naumac will only be liable within the limits of Article 13.

d. A complaint as referred to in the first paragraph of this article will not suspend the Client's payment obligations.

e. Any claims made by the Client based on the argument that the work performed by Naumac fails to meet the agreement, will lapse by the passage of one year following the end of the work.

#### **Article 11 Cancellation, notice, default**

1. Both parties may cancel the agreement at all times by giving 1 (one) month's written notice, unless agreed otherwise in writing.

2. If the agreement is wholly or partly cancelled early by the Client, the Client will be obliged to pay the invoices for the work carried out so far by Naumac and, if applicable, the remaining hours as agreed upon as compensation.

3. If the agreement is cancelled early by Naumac, Naumac, in consultation with the Client, will see to it that the work that is still to be performed is transferred to third parties, unless the cancellation is based on facts and circumstances for which the Client can be held responsible. The Client remains obliged to pay the invoices for the work carried out so far.

4. If the transfer or early cancellation of the activities entails extra costs for Naumac, these costs will be charged to the Client.

#### **Article 12 Suspension and termination**

1. Naumac will be entitled to suspend the performance of its duties or to terminate the agreement if the Client fails to fully

comply with its obligations under the agreement.

2. Furthermore, Naumac will be entitled to terminate, or to arrange to terminate, the agreement if circumstances occur which are of such a nature that performance of the agreement is impossible or can no longer be required according to the standards of reasonableness and fairness, or if other circumstances occur which are of such a nature that unmodified maintenance of the agreement cannot be reasonably expected.
3. If the agreement is terminated, the amounts that the Client owes Naumac shall be immediately due and payable. If Naumac suspends the performance of its obligations, it retains its claims under the law and the agreement.
4. When the performance of the agreement is continued after suspension, the extra work caused by Naumac having to start the work again will be compensated for by the Client on the basis of the time spent on this, the expenses incurred, and the costs of supervision during the suspension.
5. Naumac will at all times keep the right to claim compensation.

### **Article 13 Liability**

1. If and to the extent that interim professional services are provided, Naumac will only be liable to its Client for loss or damage directly resulting from a shortcoming in the performance of the agreement that can be attributed to the interim professional, if and to the extent that the loss or damage could have been avoided with normal professional know-how and experience and with due observance of normal caution and professional conduct. Naumac's liability shall be limited to the amount of the fee for the assignment concerned, subject to a maximum of one annual fee.
2. According to the Working Conditions Act, Client is also considered to be the employer. The Client is responsible towards the interim professional and Naumac for the fulfilment of the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act (Arbeidsomstandigheden Wet) and the associated regulations in the area of health and safety in the workplace and good working conditions in general. This shall also include that the Client actively informs the interim professional with regard to the Risk Inventory and Evaluation (RIE) used within his company.
3. If an interim professional has an industrial accident or incurs an occupational disease, Client shall, if legally required, inform the competent authorities immediately and ensure that a written report is drawn up without delay. The report shall record the circumstances of the accident in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the accident was caused by the fact that insufficient measures were taken to prevent the accident or the occupational disease. The Client informs Naumac as soon as possible about the industrial accident or occupational disease and submits a copy of the report that was drawn up, insofar as this does not conflict with the General Data Protection Regulation.
4. The Client indemnifies Naumac unconditionally against all claims from interim professional and third parties pursuant to Articles 7:658, 7:611 and 6:162 of the Dutch Civil Code, the Working Conditions Act (Arbeidsomstandigheden Wet) and the associated regulations in the area of health and safety, and Client will also not be able to recover any damages paid to interim professional or third parties. Client shall also indemnify Naumac against claims from third parties due to damage caused by the fact that Client provided incorrect or incomplete information to Naumac, unless the damage was caused by intent or gross negligence on the part of Naumac.
5. In the event of the death of an interim professional in the course of the assignment, Client shall, with due observance of the provisions of article 6:108 of the Dutch Civil Code, compensate the damage to the persons referred to in that article.
6. The Client shall take out proper and adequate insurance against liability on the grounds of the use of the interim professional.
7. If and to the extent that coaching services are provided, Naumac will only be liable to its Client for loss or damage directly resulting from a shortcoming in the performance of the agreement that can be attributed to the coach, if and to the extent that the loss or damage could have been avoided with normal professional know-how and experience and with due observance of normal caution and professional conduct. Naumac's liability shall be limited to the amount of the fee for the assignment concerned, subject to a maximum of one annual fee.
8. If and to the extent that recruitment & selection services are provided, Naumac will be obliged to endeavour to recruit and select suitable candidates within the framework of an assignment for the purpose of employment by the Client. The Client shall be responsible for the decision to conclude an employment contract with the candidate selected by Naumac, as well as for the content of the employment contract, the payment and the working conditions. Naumac accepts in no way whatsoever any liability for shortcomings of, and/or loss or damage caused by, a candidate proposed by Naumac.
9. Naumac's total liability for property damage or personal injury will in no way be more than € 1,250,000 per event, and a series of connected events will be considered as one event.
10. Naumac shall never be liable for indirect loss or damage, including consequential damage, loss of profit, lost savings and loss due to business interruption.
11. Apart from the liability referred to in this article, Naumac cannot in any way be held liable for damages, whatever the grounds for proceedings for damages might be.
12. Naumac's liability for an attributable failure in the performance of any agreement arises only if the Client gives Naumac forthwith proper written notice of default, setting a reasonable time limit for remedying the breach, and Naumac continues to fail attributable in the fulfilment of its obligations after such time limit. The notice of default must include a description of the shortcoming with as much detail as is possible, so that Naumac will be able to respond adequately.
13. For any right to compensation of damages to arise, the Client must always report the loss or damage in writing to Naumac as soon as possible after the loss or damage occurred.

### **Article 14 Indemnity**

1. The Client shall indemnify Naumac against claims made by third parties in respect of intellectual property rights or trademark rights to materials or data provided by the Client which are used during the performance of the agreement.
2. If the Client provides Naumac with information carriers, electronic files or software etc., it will guarantee that the information carriers, electronic files or software are free from viruses and defects, and that any licence fees for their use have been paid or will be paid by the Client for the entire period of use.

### **Article 15 Force majeure**

1. The parties shall not be obliged to comply with any obligation if they are impeded from doing so as a result of a

circumstance for which they cannot be blamed and for which they are not accountable under the law, by a legal act or according to generally accepted standards.

2. Force Majeure for the purpose of these Terms and Conditions shall mean, in addition to what it is understood to mean in statute and case law, all causes from outside, either anticipated or not anticipated, on which Naumac cannot exert any influence, but as a result of which Naumac is not able to comply with its obligations.

3. Naumac shall also be entitled to invoke force majeure if the circumstance impeding (further) performance of the agreement occurs after Naumac should have complied with its obligations.

4. The parties may suspend the obligations under the agreement during the period in which the force majeure persists. If this period exceeds two months, both parties will be entitled to terminate the agreement without the obligation to compensate the other party for loss.

5. To the extent that Naumac, at the time the force majeure occurs, has already partially complied with its obligations under the agreement or will be able to comply with these, and the part complied with or the part to be complied with has a separate value, then Naumac will be entitled to invoice separately the part already performed or to be performed. The Client will be obliged to pay this invoice as though it were a separate agreement.

#### **Article 16 Confidentiality**

1. Both parties shall observe secrecy in respect of all confidential information that they have received from each other within the context of their agreement or from a different source. Information is considered confidential if its confidential nature has been communicated by the other party or if this arises from the nature of the information, the agreement or the Terms and Conditions.

2. The Client is not allowed to disclose data of a candidate proposed by Naumac to a third party without prior written permission from Naumac. In the event of an infringement of the provisions of this article, the Client shall owe Naumac an immediately payable penalty amounting to € 25,000.00 per infringement, without prejudice to Naumac's right to claim full damages.

3. Information will not be deemed confidential if it is generally known, or if a party already possessed the information before it received such information from the other party, or if it was lawfully received from third parties.

4. If, pursuant to a legal provision or a court decision, Naumac is obliged to provide confidential information to third parties designated by law or by a competent court, and Naumac is unable to claim the right, either legal or recognized or allowed by a competent court, to decline to give the information, then Naumac will not be obliged to pay compensation or damages and the other party will not be entitled to terminate the agreement on the basis of any loss or damage caused by this.

5. Naumac cannot guarantee the observance of any obligation of confidentiality by the interim professional or coach and shall not be liable for any fine, penalty or possible damage of Client as a result of violation of an obligation of confidentiality by the interim professional or coach. Client shall indemnify Naumac against claims by third parties in respect of non-compliance or inadequate compliance with any duty of confidentiality by the interim professional or coach.

#### **Article 17 Intellectual property and copyright**

1. Without prejudice to the other provisions in these Terms and Conditions, Naumac reserves the rights and powers that Naumac is entitled to pursuant to the Copyright Act.

2. All information, materials and results, such as reports, advice, agreements, designs, sketches, drawings, presentations, descriptions of (parts of) courses, training, workshops or conferences etc. provided by Naumac, are exclusively intended to be used by the Client, and they may not be multiplied, made public or divulged to third parties by the Client without prior written permission from Naumac, unless the contrary follows from the nature of the documents provided.

3. The Client will not be allowed to organise or give courses or parts thereof, training sessions, workshops or conferences without prior written consent from Naumac, in so far as use is made of information, materials and results belonging to Naumac. Naumac may attach conditions to its consent, including the payment of a fee to Naumac.

4. Naumac reserves the right to use the knowledge increased by the performance of its activities for other purposes, in so far as no confidential information is revealed to third parties.

#### **Article 18 No takeover of staff**

During the term of the agreement and 12 months after its termination, each of the parties, Naumac and the Client, will refrain from making offers to and/or employing, directly or indirectly, each other's staff who are charged with the performance of the agreement, unless following prior consultations and agreement on a reasonable fee for supplying, recruiting, selecting, coaching and/or training the staff member, and with mutual consent, subject to a penalty that is immediately payable to the injured party, amounting to € 5,000 per infringement and € 500 for each day that the infringement occurs or has occurred. For the purpose of this provision, staff of Naumac's (sub)contractors will also be considered Naumac staff.

#### **Article 19 Privacy policy**

1. In the performance of the agreement, the Client will process the personal details of Naumac and its staff in a decent and careful way. This means that the Client will comply with all organizational and technical security measures that it is required to take pursuant to privacy legislation. Personal details shall not be used for any other purpose than the purpose for which they were given. In particular, the Client shall not use the personal details for its own objectives. If the Client itself does not process the personal details, but wishes to engage a third party as subprocessor, this will only be allowed if the Client informs Naumac about this beforehand. Naumac has and will keep full control of the shared personal details.

2. Personal details are understood to be: first name, surname, telephone number, e-mail address and, if requested, CV, address and residence. CV is shared to assess a candidate's suitability for a certain role. Contact details of staff are shared for the purpose of planning an initial meeting and for the performance of the agreement.

3. The Client will keep the personal details secret and will ensure that persons, not limited to employees, who are involved in the processing of the personal details, are also bound by a duty of confidentiality in respect of the personal details. The Client will notify Naumac of any 'violation regarding personal details' (data leak) or any such attempt at it. The Client will also forward in a timely manner to Naumac all information it possesses and that is necessary to meet the obligations under the privacy legislation. Subsequently, Naumac will determine whether a data leak identified by the Client will be reported

to the Dutch Data Protection Authority and/or data subjects.

4. The personal details will be stored by the Client for a period of time not exceeding one year and will subsequently be erased, or, at Naumac's option, be transferred to Naumac, unless the data have to be stored for a longer period within the framework of legal obligations. Erasure of personal details by the Client will then be carried out after the statutory retention period. At Naumac's request, the Client will declare that erasure has taken place. Requests in respect of inspection, modification or destruction of personal details will be immediately forwarded to Naumac.

5. Naumac will be responsible for the processing and will be liable for the processing or the purpose for which it is pursued, the use and the contents of the personal details, the provision to third parties, the duration of the storage of the personal details, the method of processing and the means deployed.

6. The Client will be liable to Naumac, as has been stipulated in the Terms and Conditions and the privacy legislation. Naumac has the right to check compliance with the provisions of this agreement regarding the processing of personal details at its own expense once a year. This audit by Naumac will be restricted to the Client's systems that are used for the processing.

#### **Article 20 Applicable law and choice of forum**

The agreement between the Client and Naumac shall be governed by Dutch law. Any disputes that may arise between the Client and Naumac due to an agreement concluded between the Client and Naumac, or due to further agreements that may arise from it, will be submitted, in so far as is possible, to the competent Dutch court in The Hague.

#### **Article 21 Changes to and location of the Terms and Conditions**

1. Unless agreed otherwise, Naumac reserves the right to modify or supplement these Terms and Conditions during the performance of the agreement, in which case Naumac will notify the Client in writing of its intention, and during a period of one month after receipt of the notification referred to, the Client will have the right to give notice of termination of the agreement by registered post, taking effect from the end of the then current calendar month. If notice of termination as referred to in the preceding sentence has not been given within the term set, the changes or additions to these Terms and Conditions referred to will be deemed to constitute part of the agreement as from the last date on which the Client could have given its notice of termination.

2. These Terms and Conditions are filed at the Chamber of Commerce in The Hague.

3. At all times the version that applies is the most recently filed version or the version that was in effect at the time of formation of the agreement (except for the provisions of paragraph 1 of the present article).

4. These Terms and Conditions can also be consulted at Naumac's website: [www.naumac.com](http://www.naumac.com).

Was signed,

T.A.B. Nauta  
NAUMAC Detachering B.V. (87456702)