



General Terms and Conditions CopCam Consulting B.V.

Article 1 – Applicability

1.1 These general terms and conditions govern all legal relationships between CopCam Consulting B.V. (hereinafter: Contractor) and the Client, including all Work performed by the Contractor, specifically the services set out in the Quotation.

1.2 The Client is the party granting the assignment and for which benefit the assignment is carried out. If the party for which benefit the assignment is carried out is not the party granting the assignment, the latter will be considered the Client. In this case, or if there are two or more clients, both or all of these parties will be jointly and severally liable for paying all which is due to the Contractor in terms of compensation, fees, costs, value added tax, collection costs, interest, and the like (irrespective of the name specified on the invoice). The above applies unless otherwise agreed in writing.

1.3 Any deviations from these general delivery conditions will only be valid if expressly agreed in writing. The Contractor expressly rejects the applicability of the general (purchase) conditions of the Client.

1.4 CopCam Consulting B.V. always reserves the right to amend the content of these general terms and conditions. Amended general terms and conditions will only take effect once the Client has been informed of these amendments and the Client has not objected to these amendments in writing with substantiation within eight days.

Article 2 – Quotations

2.1 All Quotations will be fully non-binding, and the Contractor will only be bound to the Quotation if the it has been signed by the Client and received by the Contractor within fourteen (14) days.

2.2 The prices listed in the Quotation do not include value added tax (VAT) and other government levies, as well as any costs incurred in the context of the Agreement, including costs for travel and accommodation, shipping and handling, and administrative fees, unless indicated otherwise in the Quotation.

Article 3 – Implementation of the agreement

3.1 The Contractor will observe the utmost care with respect to the interests of the Client during the performance of the Work. The Contractor will specifically ensure the confidentiality of all data and information provided to the Contractor by the Client in the context of the Agreement.

3.2 The assignment covers all which has been expressly or tacitly agreed between the Contractor and the Client, as well as all which arises from the nature of the assignment.

3.3 If the Work is performed at the location of the Client, or at a location designated by the Client, the Client will provide all reasonably desired facilities at no cost.

3.4 The Contractor accepts the assignment and thus the full responsibility for the correct performance of the agreed Work.

3.5 The Contractor organises his Work independently. However, coordination with the Client will take place in case of cooperation with others, to the extent necessary for the best possible performance of the assignment. If necessary for the Work, the Contractor will observe to the working hours of the Client.



3.6 The Contractor is entirely independent when performing the agreed Work. The Contractor will carry out the agreed Work at its discretion and without the supervision or management of the Client. The Client can give directions and instructions concerning the result of the assignment.

3.7 If and insofar as the proper implementation of the Agreement requires, the Contractor has the right to outsource the Work to third parties.

Article 4 – Contract duration and implementation period

4.1 If the Contractor and the Client have agreed on an implementation period for the Work, this period will only be indicative, unless expressly agreed otherwise in writing. The Contractor does not offer any guarantees with respect to the agreed delivery times, and late delivery does not give the Client right to claim compensation, to dissolve the Agreement, or to suspend any obligation vis-à-vis the Contractor.

4.2 The Client expressly agrees that the Contractor also performs Work for other clients.

Article 5 – Fee

5.1 The parties can agree on a fixed fee when concluding the Agreement.

5.2 If no fixed fee has been agreed on, the fee will be determined based on the hours actually worked. The fee will be calculated based on the regular daily rates (including for half days) of the Contractor in force in the period during which the Work has been carried out.

5.3 The Contractor has the right to charge any price increases that have taken effect after the conclusion of the Agreement to the Client.

5.4 The Client accepts that the schedule of the assignment may change if the parties agree – during the performance of the Work – to expand or change the approach, methods, or scope of the assignment and/or the Work resulting from the assignment. If the interim change has consequences for the agreed fee or the cost allowances, the Contractor will inform the Client as soon as possible. If an interim change to the assignment or the implementation is caused by the Client, the Contractor will make the necessary changes if required by the quality of the services. If such change leads to additional work, this will be confirmed as an additional assignment granted by the Client.

5.5 Any after-care provided by the Contractor after the completion or end of the assignment will be charged separately based on the days (or half days) spent, unless agreed otherwise.

Article 6 – Payment

6.1 The Contractor has the right to carry out the invoicing in one or multiple instalments in the following manner, based on the duration of the assignment estimated by the Contractor and the amount of the fee:

1. If the completion of the assignment takes less than one calendar month from the starting date, the full amount based on actual hours spent, determined after the completion or end of the assignment;
2. If the completion of the assignment takes more than one calendar month from the starting date, 30% upon acceptance of the assignment, 40% halfway the duration of the assignment, and the remainder based on actual hours spent, determined after the completion or end of the assignment.



6.2 The Client is required to pay all invoices of the Contractor within fourteen (14) days of the invoice date. Any objections to the amount of an invoice will not suspend the payment obligation.

6.3 The Client will be in default by operation of law if no payment takes place within the period of fourteen (14) days. In this case, the Client will owe an interest of 1% per month, unless the statutory interest is higher, in which case the Client will owe the statutory interest. The interest on the exigible amount will be charged from the day the Client is in default until the full amount has been paid. If the Contractor must take collection measures to collect due invoices, the Client will also owe the extrajudicial collection costs to the amount of fifteen percent of the due invoice(s) with a minimum of € 250.00, to be increased by all other third-party costs related to the collection.

Article 7 – Reservation of ownership

7.1 All goods delivered by the Contractor, including reports, designs, equipment, software, (electronic) files, and the like will remain the property of the Contractor until the Client has met all its obligations vis-à-vis the Contractor.

7.2 The Client does not have the right to pledge or in any other way encumber goods delivered subject to this reservation of ownership.

7.3 The Client is required to immediately inform the Contractor if a third party wishes to establish or exercise any rights on the goods delivered subject to this reservation of ownership.

7.4 The Client undertakes to insure the goods delivered subject to this reservation of ownership and to keep these insured against fire, explosion damage, water damage, and theft, and to make the policy sheet of this insurance available following a first request to this end.

7.5 If the Contractor wishes to exercise its reservation of ownership described in this article, the Client hereby grants the Contractor unconditional and irrevocable permission to enter the premises where the properties of the Contractor are located and to retrieve these properties. This permission also applies to any third parties designated by the Contractor.

Article 8 – Complaints

8.1 The Client must submit any complaints about the Work to the Contractor in writing within eight (8) days of the discovery of the cause on which the complaint is based, but no later than fourteen (14) days of the completion of the Work in question. Such notice of default must contain a description of the shortcoming identified by the Client which is as detailed as possible to enable the Contractor to offer an adequate response.

8.2 If a complaint is considered to be founded, the Contractor will be given the opportunity to perform the Work again. If performing the Work again is no longer possible, such to be decided based on objective standards, the Contractor will only be liable within the limits of Article 10.

Article 9 – Notice period

9.1. Both parties may terminate the Agreement in writing at any time.

9.2 If the Agreement is terminated prematurely by the Client, the Contractor will have the right to claim compensation for any resulting losses. The Client will also be required to pay



any invoices for Work performed up to that time and any costs incurred, as well as any Work still to be performed and any costs still to be incurred. The Contractor reserves the right to claim a compensation of 50% (fifty percent) for the non-performed Work which would have been performed if the assignment was completed as planned, as estimated by the Contractor.

9.3 If the Agreement is terminated prematurely by the Contractor, the Contractor will lose its right to demand payment, except insofar as the already performed Work is of use to the Client.

9.4 The Contractor can terminate the assignment without observance of a notice period if the assignment cannot (or can no longer) be performed in accordance with the Quotation, the contract confirmation, and any detailed assignment specifications agreed at a later time.

Article 10 – Liability

10.1 Considering the nature of the Work and the subjective assessment elements of the Work, the Contractor will not be liable for any damage incurred by the Client as a result of acts or omissions of the Contractor during the implementation of the Agreement or otherwise, except in case of intent or gross negligence. Consequential damage, including loss of profits or suffered losses, will never be eligible for compensation.

10.2 If the Contractor is liable for damage suffered by the Client, the damage for which the Contractor must provide compensation will never exceed the invoice value of the Work in which the defect led to the damage or, if this cannot be determined, the invoice value of the Work which the Contractor has performed for the benefit of the Client at the time the event resulting in the damage occurred.

10.3 The Client will indemnify the Contractor against all claims by third parties for damage related to or arising from the Agreement. The above does not affect the duty of care of the Contractor within the meaning of Article 3.

10.4 The exclusions and limitations of liability set out in this article, as well as the indemnification within the meaning of Article 11.3, will also be stipulated for (the benefit of) the subordinates of the Contractor and any other persons who assist the Contractor in the performance of the Work.

10.5 The liability for the Work for which the Contractor has instructed a third party will be limited insofar as the third party actually indemnifies the Contractor.

Article 11 – Force majeure

11.1 Force majeure will be considered to be any circumstances based on which the (continued) implementation of the Agreement cannot reasonably be demanded from the Contractor. This includes, but is not limited to, loss of data as a result of computer errors, virus infection, or computer hacking by third parties, machine breakdown, and other calamities which impede or obstruct the business operations of the Contractor.

11.2 If the Contractor is prevented from fully or partially carrying out the Work due to force majeure, the Contractor will have the right to suspend the performance of the Work or to fully or partially consider the Agreement dissolved without judicial intervention being required, such at the discretion of the Contractor, without the Contractor being required to provide compensation for any damage suffered by the Client.

11.3 If the Contractor at the time the force majeure occurred had already partially met its obligations vis-à-vis the Client arising from the Agreement and had already partially



performed Work for the benefit of the Client, and the already performed Work has an independent value, the Contractor will have the right to invoice this Work separately. If this is the case, the Client will be required to pay the invoice in question to the Contractor.

Article 12 – Indemnities

12.1 The Client indemnifies the Contractor against any claims by third parties related to intellectual property rights on the materials or data provided by the Client used for the implementation of the Agreement.

12.2 If the Client provides data carriers, electronic files, or software and the like to the Contractor, the Client guarantees that these do not contain any viruses or defects.

Article 13 – Intellectual property rights

13.1 All documents, such as reports, advice, Agreements, designs, software, and the like provided by the Contractor are solely intended to be used for the benefit of the Client and may not be copied, published, or shared with third parties by the Client without prior permission of the Contractor, unless the nature of the provided documents determines otherwise.

13.2 The Contractor reserves the right to use information gained during the performance of the Work for other purposes, provided that no confidential information is disclosed to third parties as a result.

13.3 The Client is not allowed to delete or modify any designation of copyrights, trademarks, trade names, or other rights from the materials, including notices concerning confidentiality and secrecy.

13.4 The Contractor has the right to sign and/or use anything which the Contractor has created to promote its own organisation and services.

Article 14 – Confidentiality

14.1 The Contractor is required to observe the confidentiality of information and data of the Client, unless the proper implementation of the assignment involves the provision of relevant information to third parties.

14.2 If the Contractor is required to share confidential information with third parties designated by law or a competent court pursuant to a statutory provision or judicial ruling, and the Contractor cannot invoke a right of refusal acknowledged or permitted by the competent court, the Contractor will not be required to provide compensation or indemnification, and the other party will not have the right to dissolve the Agreement.

Article 15 – Termination

15.1 The Contractor has the right to fully or partially terminate the Agreement without notice of default being required and without being held to pay any form of compensation or, such at its discretion, to suspend the continued implementation of the Agreement, if:

- a. the Client is declared bankrupt;
- b. the Client requests suspension of payments;
- c. the Client dissolves its company;
- d. the Client becomes the subject of receivership or passes away; or



e. The Client fails to meet any statutory obligations vis-à-vis the Contractor or any obligation arising from the Agreement.

15.2 The Contractor will in the situations set out in Article 15.1 have the right to immediately claim the fee due to the Contractor by the Client in full.

15.3 The Client is required to immediately inform the Contractor if a circumstance within the meaning of Article 15.1 occurs. If a circumstance within the meaning of Article 15.1(e) occurs, the Client will be in default by operation of law and any debts to the Contractor will become immediately exigible.

Article 16 – Transfer and obligations

16.1 The Client does not have the right to fully or partially transfer the rights and obligations that arise from the Agreement concluded subject to these general terms and conditions to third parties without the prior written permission of the Contractor.

Article 17 – Applicable law and competent court

17.1 These general terms and conditions take effect on 15 March 2021.

17.2 If any provision in these general terms and conditions is found to be void or is destroyed, this will not affect the validity of the other provisions.

17.3 The legal relationship between the Client and the Contractor is governed by the laws of the Netherlands. All disputes between the Client and the Contractor that arise from or relate to the Agreement will exclusively be heard by the competent court in the domicile of the Contractor.

These General Terms and Conditions have been filed with the Chamber of Commerce in Rotterdam with number 82180644.

Date:

Name:

Signature: