

GENERAL TERMS AND CONDITIONS

KASPAROV FINANCIALS

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Article 1. Applicability

- 1.1 The General Terms and Conditions apply to all quotations and/or assignments and/or other agreements, or agreements to be entered into, of Kasparov Financials B.V., Kasparov Interim Financials B.V., Kasparov Power BI B.V., and another company affiliated with Kasparov Financials, to or with the Client, in respect of Kasparov Financials services, including but not confined to recruitment and selection, Secondment, the placement of Interim Professionals/Consultants and/or SEPs as well as all obligations arising from the foregoing (such as follow-on assignments and/or amended or supplementary assignments). These General Terms and Conditions encompass general provisions and provisions that relate only to a specific service. Insofar as a (part of a) specific provision is contrary to a general provision, (that part of) that specific provision shall prevail over the general provision. Provisions that deviate from the General Terms and Conditions only apply to quotations and/or agreements if and insofar as Kasparov Financials has accepted that applicability explicitly and in writing. Notwithstanding the provisions stated above, the applicability of any (general) conditions of the Client are explicitly dismissed by Kasparov Financials.
- 1.2 The General Terms and Conditions also apply to persons affiliated with Kasparov Financials, every third party whose services are engaged in the performance of any assignment by Kasparov Financials, whether in employment or otherwise, or which is or can be liable in connection therewith, as well as all respective legal successors under a universal title.

Article 2. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

- Offers: all legal acts that are directed at establishing assignments or other (framework) agreements, including proposals, quotations and price indications;
- Documents: all items made available by the Client to Kasparov Financials, including records, files and other data carriers;
- CC: Civil Code;
- Secondment: the services provided by Kasparov Financials which focus on the deployment (Placement) of a Candidate, or a seconded Interim Professional to work under the Client's management and supervision for or on behalf of the Client and/or a third party to be appointed by the Client. The terms secondment and Placement will be used interchangeably in these General Terms and Conditions;
- Group: all companies forming part of the Group, within the meaning of article 2:24 of the Civil Code, of Kasparov Financials B.V., a private limited liability company in accordance with Dutch law, with its registered office in Breda, and place of business at 4818 AC Breda, Wilhelminasingel 19, listed in the trade register under number 20163243;
- Fee: the remuneration owed by the Client to Kasparov Financials in accordance with an Agreement;
- Interim Professional: also referred to as the seconded Interim Professional. This is every natural person selected by Kasparov Financials for an interview with the Client or with whom the Client has come into contact through Kasparov Financials, with the intention of the placement of the Candidate on a secondment basis, for or on behalf of the Client or a third party to be appointed by the Client in accordance with these General Terms and Conditions;

- Candidate: every natural person selected by Kasparov Financials for an interview with the Client or with whom the Client has come into contact through Kasparov Financials, with the intention of either entering into an employment relationship or the placement of the Candidate on a secondment basis, for or on behalf of the Client, or a third party to be appointed by the Client, in accordance with these General Terms and Conditions. Also understood by Candidate is every self-employed person who, in the course of his/her profession or business activities, is selected by Kasparov Financials for an interview with the Client, or with whom the Client has come into contact through Kasparov Financials, with the intention of either placing the Candidate as an SEP for or on behalf of the Client, or a third party to be appointed by the Client, in accordance with these General Terms and Conditions;
- Kasparov Financials: understood by Kasparov Financials are all companies belonging to the Group, which is Kasparov Financials B.V. (a private limited liability company in accordance with Dutch law, with its registered office in Breda, and place of business at (4818 AC) Breda, Wilhelminasingel 19, listed in the trade register of the Chamber of Commerce under number 20163243), Kasparov Interim Financials B.V. (a private limited liability company in accordance with Dutch law, with its registered office in Breda, and place of business at (4818 AC) Breda, Wilhelminasingel 19, listed in the trade register of the Chamber of Commerce under number 62744909), Kasparov Power BI B.V., a private limited liability company in accordance with Dutch law, with its registered office in Breda, and place of business at (4818 AC) Breda, Wilhelminasingel 19, listed in the trade register of the Chamber of Commerce under number 73713848), as well as every other company belonging to the Group, or affiliated with Kasparov Financials B.V. and/or by the third parties whose services it engages.
- Assignment: the agreement between the Client and Kasparov Financials pursuant to which one or more services are performed by Kasparov Financials. The assignment for recruitment and selection concerns (each time) one Candidate. The assignment for Placement concerns (each time) the deployment of a Candidate or an Interim Professional to work under the management and supervision of the Client. The Assignment to place an SEP concerns (each time) an assignment or work being performed by an SEP Interim Professional within the scope of his or her independent profession or business;
- Client: the Client within the meaning of article 7:400 paragraph 1 of the Civil Code, including every natural person or legal person that enters into an Agreement with Kasparov Financials or has the intention to do so, or to whom Kasparov Financials makes an offer for the purpose of doing so, and its affiliated persons or legal entities;
- Contractor: every third party (including the SEP Interim Professional) with whom Kasparov Financials enters into a contract for services under which scope Kasparov Financials is regarded as the client as referred to in article 7:400 paragraph 1 of the Civil Code;
- Agreement: every understanding between the Client and Kasparov Financials, for Kasparov Financials to perform Work and/or to perform an assignment and/or to perform services on behalf of the Client or on behalf of a third party appointed by the Client, in accordance with the provisions in the assignment confirmation and/or the agreement entered into or offered between Kasparov Financials and the Client;
- Collaboration: every collaboration relationship between the Client and a Candidate, Interim Professional, SEP Interim Professional, Consultant (however named). Understood to be meant by collaboration relationship is an employment contract, contract for services, contract for work with the Client and/or the hiring or appointment of a Candidate and/or otherwise having work performed by a Candidate or (SEP) Interim Professional for or on behalf of the Client, or a legal person affiliated with the Client. The foregoing is irrespective of the nature of the work to be performed by the Candidate or (SEP) Interim Professional at or on behalf of the Client and irrespective of whether the Client pays a fee for this directly;
- Damage: all claims, which are all (legal) claims of any kind, as well as all compensation and costs that in any way whatsoever are related to or ensue from the assignment;
- Written: set out in writing or by means of (an) electronic message(s), exchanged, for example, by email;
- Placement: the placement of a Candidate to perform work in accordance with an assignment under the management and supervision of the Client or a third party to be appointed by the Client in accordance with these General Terms and Conditions;
- Confidential information: business sensitive and commercially sensitive valuable information that is considered as such by the providing party and information which the recipient knew or could reasonably be expected to know was confidential in nature;
- (General) Terms and Conditions: these General Terms and Conditions;
- Recruitment and selection: The recruitment and/or selection of one or more candidates aimed at the Candidate being directly recruited by the Client's organisation;
- Work: all work and services for which the Client has commissioned Kasparov Financials, explicitly including work and services that are aimed at the Placement of Candidates, the assignment for SEP Interim Professionals, the recruitment and selection of Candidates for and/or on behalf of a third party appointed by the Client, that arise from or that are either directly or indirectly related to the Assignment and the related services.
- SEP Interim Professional: every SEP selected by Kasparov Financials for an interview with the Client or with whom the Client has come into contact through Kasparov Financials, with the intention of entering into a contract for services, where through the mediation of Kasparov Financials, the SEP performs work

on an independent basis in the course of his/her business, or in the independent exercise of his/her profession, for or on behalf of the Client or a third party to be appointed by the Contractor, taking into account these General Terms and Conditions.

- (SEP) Interim Professional: the seconded Interim Professionals and the SEP Interim Professionals together.

Article 3. Conclusion of the Agreement

- 3.1 All Offers issued by Kasparov Financials are non-binding; they are valid for 10 days counting from the date of the quotation, unless agreed otherwise in writing. A non-binding offer or quotation can be revoked within 10 days of receipt of the acceptance. Revocation of a non-binding offer or quotation is also possible if a period of time for acceptance is stated therein.
- 3.2 An Assignment to perform Work and/or any additions and/or changes to that Assignment does/do not bind Kasparov Financials until this has been confirmed in writing by Kasparov Financials (by returning an Agreement or assignment confirmation signed by the Client) or after Kasparov Financials has made a start with the performance thereof (because the Candidate or (SEP) Interim Professional has started the Placement or the Assignment with the Client). Oral agreements do not bind Kasparov Financials until these have been confirmed in writing by Kasparov Financials.
- 3.3 Any or alleged inaccuracies in the assignment confirmations must, on penalty of forfeiture, be communicated in writing within eight (8) days after the date of this confirmation. Everything that has occurred or been discussed prior to the assignment confirmation being produced, shall be excluded from the explanation of the assignment, unless that is specifically included in the assignment confirmation.
- 3.4 For Work in respect of which, because of its nature and scope, no Assignment Confirmation is sent, the invoice is also considered to be the Assignment Confirmation, which is also deemed to correctly and completely reflect the Agreement, including the applicability declaration of these General Terms and Conditions.
- 3.5 The Assignment only applies between the Client or the Contractor on the one hand and Kasparov Financials on the other hand, to the exclusion of the provisions in articles 7:404, 7:407 paragraph 2 and 7:409 of the Civil Code.

Article 4. Performance of the Agreement

- 4.1 Kasparov Financials shall perform its Work to the best of its ability, whilst exercising the due care that may be expected of it. For every vacancy or request from a Client to post an SEP Interim Professional or for a Placement, it is Kasparov Financials intention to provide and/or to put forward one or more Candidates or (SEP) Interim Professionals. With respect thereto, Kasparov Financials only has a best effort obligation.
- 4.2 The Client is personally responsible for the ultimate selection of a Candidate or (SEP) Interim Professional. Kasparov Financials is neither responsible nor liable if the Candidate or (SEP) Interim Professional is found not to meet the Client's requirements nor expectations. The Client must make sure that the Candidate or (SEP) Interim Professional is suitable for the role and has the capabilities and skills required for the role. For that reason, the Client must verify the identity, skills, qualifications, integrity and other information and background information of the Candidate or (SEP) Interim Professional. The Client must also investigate whether any permits, including work permits, are required and to check whether the Candidate meets the other requirements laid down by the Client. Kasparov Financials cannot vouch for the accuracy and completeness of the information and details that are supplied by or about the Candidate or (SEP) Interim Professional, because it is dependent on the Candidate or (SEP) Interim Professional for this information.
- 4.3 The Client must provide all information, data and Documents which, at the discretion of Kasparov Financials, are required for correct performance of the Assignment or Agreement, in good time and in the manner desired by Kasparov Financials and the Client guarantees that the information and Documents provided are in accordance with the truth. Kasparov Financials is not responsible for information and Documents that are provided by the Client within the scope of the Agreement.
- 4.4 Without notification to and the explicit consent of the Client, Kasparov Financials has the right to arrange for the Work or the Assignment to be performed by third parties. Kasparov Financials is also free to transfer its obligations pursuant to the Agreement or Assignment to third parties. The Client cannot transfer its obligations pursuant to the Assignment or Agreement without the prior written consent of Kasparov Financials.
- 4.5 In respect of the Client, Kasparov Financials is not liable for commitments made by the Candidate or (SEP) Interim Professional with, or that have arisen by the actions of, the Candidate or the (SEP) Interim Professional vis-a-vis the Client or third parties, irrespective of whether the Client or those third parties have granted approval in this respect.

Article 5. Recruitment & Selection

- 5.1 Every recruitment and selection assignment is aimed at establishing a collaboration between the Client and a Candidate, for which Kasparov Financials shall recruit and select a Candidate.
- 5.2 Unless otherwise agreed, the fee shall be charged at the time that Client has stated that it wishes to or shall enter into a collaboration with a Candidate introduced by Kasparov Financials or if, through supply and acceptance, an agreement has been established with a Candidate, or as soon as Kasparov Financials has become aware that the Client or a third party appointed by the Client shall enter into, or has entered into, a collaboration with the Candidate.
- 5.3 The Client and the Candidate shall decide whether and, if so, under what conditions they wish to enter into and maintain an employment relationship. The Client is responsible for the accuracy of a contract to be offered to a Candidate and the provisions to be included in the contract, including probationary period, successive employment, a competition clause, etc.

- 5.4 Prior to commencement of the Assignment for recruitment and selection, the Client provides Kasparov Financials with an accurate description of the role, job requirements, working hours, working time, tasks, workplace, working conditions and the planned duration of the assignment.
- 5.5 Based on this information and the capacities, knowledge and skills of the Candidates being considered for placement of which Kasparov Financials is aware, Kasparov Financials shall decide which Candidates it shall propose for the performance of the Assignment.
- 5.6 Kasparov Financials is not guilty of failure and is not obliged to compensate any damage, nor to pay compensation if the contacts between the Client and Kasparov Financials prior to a possible collaboration, including an actual request by the Client, for whatever reason, do not lead to the actual establishment of a collaboration between the Client and the Candidate, or if this is unsuccessful within the period of time stipulated by the Client.
- 5.7 The Client owes Kasparov Financials the fee stated in the Assignment (confirmation) for the recruitment and selection. If no mention is made of a fee in the Assignment (confirmation) and/or agreeing the Agreement for recruitment and selection with the Client is not legally binding, then the fee shall amount to 25% of the total gross annual salary (including fixed emoluments) that the Candidate shall earn on a full-time basis (40 hours a week) with the Client. The fixed emoluments are the annual salary, including holiday pay, and any fixed bonuses, "13th month" payment (one month's worth of pay paid to the employee), year-end bonus, etc. If the Candidate receives a company car or a lease payment from the employer, Kasparov Financials shall add to the aforementioned gross annual salary, an amount of € 5,000.00 as a fixed rate. Other emoluments, such as pension provisions, payments for insurances, reimbursement of expenses and other additional payments are not added to the total gross annual salary. If Kasparov Financials is not informed of a salary, Kasparov Financials will determine a competitive annual salary based on the information known to Kasparov Financials about the role.
- 5.8 The fee includes the costs relating to the recruitment costs and activities performed by Kasparov Financials. Additional costs for, for example, assessments, tests, special advertisements at the Client's request, exceptional travel and accommodation expenses for a Candidate, etc. are at the expense of the Client.
- 5.9 If a (potential) Client has come into contact with a Candidate through Kasparov Financials (for example, because this Candidate was introduced to the Client by Kasparov Financials with a view to entering into a collaboration with that Candidate) and the Client enters into a collaboration with that Candidate within 12 months of the original contact, the (potential) Client is deemed to have entered into an Assignment for recruitment and selection with Kasparov Financials as referred to in this article and the Client owes the fee described in article 5.7 to Kasparov Financials for the Candidate.
- 5.10 If the employment contract with a Candidate is terminated by the Client or by the Candidate within the legally permissible probationary period, then Kasparov Financials will refund to the Client the fee already paid by the Client if the Client notifies Kasparov Financials of this in a timely manner – i.e. within 14 days of termination of the collaboration – and the Client has provided Kasparov Financials with a copy of the notice.
- 5.11 Vis-a-vis the Client, Kasparov Financials is never liable for damage caused to the Client and/or (a) third party/parties by the Candidate's actions or failure to act.

Article 6. Posting of an SEP Interim Professional

- 6.1 The mediation between Kasparov Financials and the Client is effected through a written confirmation of the content of the contract for services between the Client and Kasparov Financials.
- 6.2 The agreement between Kasparov Financials and the Client to post an SEP Interim Professional is also deemed to have been effected in the event that the Client has not yet signed the agreement, but if it is evident from the behaviour of the Client or SEP Interim Professional that the agreement between Kasparov Financials and the Client is actually being performed.
- 6.3 The agreement is entered into with a view to executing an assignment for or on behalf of the Client by an SEP Interim Professional who performs an assignment as a self-employed person in the course of his/her profession or business activities, with the mediation of Kasparov Financials. The agreement between the Client and Kasparov Financials, as well as between Kasparov Financials and the Contractor, is considered to be a contract for services pursuant to article 7:400 of the Civil Code, where the parties never intend to enter into an employment relationship pursuant to article 7:610 onwards of the Civil Code or pursuant to article 7:690 onwards of the Civil Code. Neither Kasparov Financials nor the Client shall be responsible for deducting and remitting payroll tax and/or social security contributions. The Client agrees that the SEP Interim Professional can also perform an assignment or work for other Clients.
- 6.4. The Client shall conform to applicable legislation and regulations and shall not manage nor supervise the work of the SEP Interim Professional, neither shall the Client exercise employer authority over the SEP Interim Professional.
- 6.5 Vis-a-vis the Client, Kasparov Financials is never liable for damage that is caused by the actions or failure to act of the SEP Interim Professional in respect of the Client and/or (a) third party or parties. The Client indemnifies Kasparov Financials in respect of all damage and costs (including Kasparov Financials's legal expenses) if Kasparov Financials is held liable for these by third parties.
- 6.6 Kasparov Financials shall indemnify the Client if the Client, as a result of the way in which the Client and the Contractor have actually given effect to the agreement, is faced with one or more additional assessments of payroll tax and/or social security contributions from the Tax Authorities and/or claims from the Social Security Agency (UWV). The Client and Contractor undertake to immediately inform Kasparov Financials of a possible claim from the Tax Authorities and/or the Social Security Agency (UWV) and shall give Kasparov Financials the opportunity to also defend itself in a timely manner against a claim of this type. The Client and Contractor are also obliged, at the first request and immediately, to provide any assistance, including but not limited to the provision of information and documents, when putting forward a defence against such claims. If there is a change in the way in which the Client and Contractor actually professionally perform

- the agreement, the Client and Contractor are obliged to notify Kasparov Financials of this within three (3) days of the change.
- 6.7 The assignment and associated work shall be performed by the Contractor to the best of his or her knowledge and ability.
- 6.8 Vis-a-vis the Contractor, Kasparov Financials is never liable for damage caused to the Contractor and/or (a) third party or parties by the Client's actions or failure to act. The Contractor indemnifies Kasparov Financials in respect of all damage and costs (including Kasparov Financials legal expenses) if Kasparov Financials is held liable for these. The Contractor is liable for all damage caused to other parties during the performance of the assignment, by the Contractor or a third party it engages. The Contractor is also liable for all damage that results from the fact that the Contractor fails to fulfil or does not properly fulfil its obligations in relation to the agreement, or acts unlawfully vis-a-vis Kasparov Financials, the Client and/or (a) third party/parties.
- 6.9 Kasparov Financials shall pay the Contractor's invoice within 30 calendar days, with due regard for the provisions in the Agreement and in these General Terms and Conditions. If the Client fails to pay Kasparov Financials invoice (to Kasparov Financials) relating to the posting of the SEP Interim Professional, after having been reminded to do so, or fails to do so on time, Kasparov Financials is not obliged to pay the invoice of the SEP Interim Professional to the latter relating to the period that Kasparov Financials has not received payment for the assignment by the SEP Interim Professional. In that case, Kasparov Financials shall only owe the SEP Interim Professional the loss of margin over one month and Kasparov Financials is not obliged to pay the other invoices for the periods that Kasparov Financials has not received payment from the Client, to the SEP Interim Professional.
- 6.10 The SEP Interim Professional shall, at all times, meet the (statutory) requirements in order to perform the assignment or the work in his or her independent profession or business. At no time shall Kasparov Financials and/or the Client exert the authority of an employer. Neither shall a wage be paid to the SEP Interim Professional. In the unlikely event that Kasparov Financials or the Client are, at any time, faced with one or more additional assessments of payroll tax and/or social security contributions in relation to the Agreement or the Assignment, the SEP Interim Professional shall explicitly indemnify Kasparov Financials for any claims in respect of taxes, premiums and costs (by whatever name).
- 6.11 The SEP Interim Professional undertakes to only agree on (extension of) the assignment with the Client with Kasparov Financials (and therefore not directly with the Client or a company affiliated with the Client and/or through the intervention of a party other than Kasparov Financials). During the term of the agreement or within 24 months of this agreement ending, the SEP Interim Professional may not enter into a collaboration in any capacity or in whatever form, with the Client and/or a company affiliated with the Client. A 'collaboration' means, in any case, collaborating on the basis of an employment contract, a contract for services, any appointment or engagement and/or otherwise performing work for or on behalf of the client and/or a company affiliated with the client, irrespective of the nature of the work to be performed by the SEP Interim Professional. This is only permitted if (i.) this is required for proper execution of any Agreement between Kasparov Financials and the SEP Interim Professional, or (ii.) when Kasparov Financials provides written consent to the SEP Interim Professional.

Article 7. Secondment (Placement) of a seconded Interim Professional

- 7.1 The Placement is entered into for a fixed or an indefinite period of time. The assignment for a fixed period of time is an assignment that is entered into: (i.) for a fixed period (ii.) for a determinable period, (iii.) or for a determinable period that does not exceed a fixed period. The assignment for a fixed period of time ends by law when the agreed term has expired or if a predetermined, objectively determinable event takes place.
- 7.2 The Placement is effected through written or oral acceptance of the agreement by the Client and/or the Secondment commences at the time at which the Interim Professional commences work. The end of the assignment means the end of the Placement.
- 7.3 Termination of the assignment by the Client implies the request of the Client to Kasparov Financials to end the current Placement on the date on which the assignment ends by law. At the first request of Kasparov Financials, the Client shall confirm in writing that it plans to end the assignment and the Placement. The (interim) termination of an assignment is possible with a notice period of one month, unless a different notice period is agreed.
- 7.4 The Client can only extend the secondment of an Interim Professional with the written consent and/or the intervention of Kasparov Financials.
- 7.5 If the agency clause applies to the Interim Professional, the Placement of the contractor ends at the Client's request at the time at which the contractor communicates that he/she is unable to perform the work on account of occupational incapacity. Where necessary, the Client shall then be deemed to have made the request to terminate the Placement. If requested, the Client shall confirm this request in writing to Kasparov Financials.
- 7.6 The Placement ends by law if and when Kasparov Financials can no longer place the contractor, because the agency work employment contract between Kasparov Financials and the contractor has ended and this agency work employment contract is not consecutively continued for the same Client. Kasparov Financials is not obliged to enter into a new agreement with the Interim Professional on behalf of the Client.
- 7.7 Kasparov Financials will make every effort to place the contractor in good time and in accordance with the assignment (confirmation) or other agreement. Kasparov Financials is not guilty of imputable failure vis-a-vis the Client and is not obliged to compensate any damage or costs to the Client if, for whatever reason, Kasparov Financials is unable to place the Interim Professional, or is unable to do so on time.

- 7.8 The scope of the work and the working hours of the Interim Professional at the Client are determined prior to the Placement. The working hours, the working time and the breaks of the Interim Professional are the same as the times and hours that are customary at the Client, unless agreed otherwise. The Client guarantees that the working time and the breaks and the working hours of the Interim Professional meet the legal requirements. The Client shall ensure that the Interim Professional does not exceed the working hours permitted by law and the agreed scope of the work. The holidays and annual leave of the Interim Professional are determined in accordance with the law and the Agreement.
- 7.9 Before commencement of the assignment, the Client shall provide the description of the role to be carried out by the Candidate and if required the related pay classification and - where relevant - the applicable Collective Labour Agreement (CLA). The salary of the Interim Professional, including any surcharges and expense allowances, are determined in accordance with the Agreement and the applicable legislation and regulations, which are based on the job description provided by the Client.
- 7.10 The Client must show the same due care in the supervision and management of the Interim Professional as that shown to the Client's own employees and this also applies to when the work is being carried out.
- 7.11 In turn, the Client may not 'lend out' the Interim Professional to a third party; in other words, place the Interim Professional with a third party for the former to carry out work under the supervision and management of this third party. Also understood by lending out is the placement, by the Client, with a (legal) entity with which the Client is affiliated in a group.
- 7.12 The Client can only employ the Interim Professional contrary to the provisions in the assignment and conditions if Kasparov Financials and the Interim Professional have agreed to that in writing beforehand.
- 7.13 Placement of the Interim Professional abroad by a Client based in the Netherlands is only possible under the strict management and supervision of the Client and for a fixed period of time, if this is agreed with Kasparov Financials in writing and the Interim Professional has agreed to this in writing.
- 7.14 The Client shall compensate the Interim Professional for any damage that the latter may suffer as a result of the use of, damage to, or loss of any of his or her property used for the purpose of the assigned work when there is evidence that the Client played a role in this and can be blamed for this.
- 7.15 As far as possible, the Client shall ensure that it has sufficient insurance cover with regard to Interim Professionals. At Kasparov Financials request, the Client shall provide proof of insurance.

Article 8. Non-discrimination

- 8.1 When entering into and executing the assignment or any agreement, in particular the assignment for recruitment and selection or Placement of an Interim Professional or the posting of SEP Interim Professionals, the Client and Kasparov Financials will only lay down requirements relevant to the role and take these into consideration. The Client and Kasparov Financials will not make illegal distinctions on the grounds of religion, faith, political persuasion, gender, race, nationality, sexual orientation, civil status, disability, chronic illness, age or on any grounds whatsoever.

Article 9. Co-determination

- 9.1 The Client declares that it is aware of its obligations pursuant to the Works Councils Act (Wet op de ondernemingsraden) (hereinafter: Works Councils Act). The Client shall inform the co-determination body set up for its company in good time about the (expected) deployment of contractors within its company. If and insofar as when fulfilling these information requirements, the Client wishes to rely on information provided by or to be provided by Kasparov Financials, that provision of information shall not go beyond that required under the Works Council Act. The Client guarantees that, at the time at which an assignment or other agreement is effectuated, the Client's obligations pursuant to the Works Councils Act have been met, such as requesting advice from the co-determination body set up for its company.
- 9.2 After having worked for the Client for 24 months, Interim Professionals acquire rights of co-determination at the Client. The Client is obliged to give the contractor, who is a member of a co-determination body of Kasparov Financials or of the Client, the opportunity to exercise these co-determination rights in accordance with legislation and regulations. If the Interim Professional exercises co-determination in the Client's company, the Client also owes the Client's fee for the hours during which the contractor performs work during working hours, or attends training in relation to exercising co-determination.

Article 10. Working conditions

- 10.1 The Client declares that it is aware of the fact that, under the Working Conditions Act (Arbeidsomstandighedenwet), it is considered to be the employer of the Candidate or Interim Professional. Vis-a-vis the SEP Interim Professional, if and where applicable, the Client is obliged to comply with the Working Conditions Act (Arbeidsomstandighedenwet).
- 10.2 Vis-a-vis the Candidate and/or (SEP) Interim Professional (if and where applicable) and vis-a-vis Kasparov Financials, the Client is responsible for complying with the obligations arising from article 7:658 of the Civil Code, the Working Conditions Act (Arbeidsomstandighedenwet) and the related legislation and regulations in relation to safety in the workplace and good working conditions in general.
- 10.3 If the Candidate, Interim Professional or the SEP Interim Professional (if and insofar as this applies) is involved in an occupational accident or suffers from an occupational illness, the Client, if required by law, must immediately inform the competent authorities of this and must ensure that a written report is immediately prepared about this injury or illness. The report must record the facts of the accident in such a way that, from that, it can be concluded with a reasonable degree of certainty, whether and to what extent the accident results from the fact that insufficient measures were taken to prevent the accident or the occupational illness. The Client shall inform Kasparov Financials as soon as possible about the occupational accident or the occupational illness, but

within three working days at the latest, and shall present a copy of the prepared report, as well as all other written Documents.

- 10.4 The Client shall compensate the Candidate and the (SEP) Interim Professional for any damage (including costs plus actual costs of legal assistance) that the Candidate and/or the (SEP) Interim Professional has incurred, is incurring and is still to incur, if and insofar as the Client and/or Kasparov Financials is/are liable for that pursuant to article 7:658 and/or article 7:611 and/or article 6:162 of the Civil Code. If a Candidate or (SEP) Interim Professional were to call Kasparov Financials to account based on the foregoing articles, the Client explicitly indemnifies against all such claims.
- 10.5 If the occupational accident results in death, the Client is obliged to compensate any damage (including costs plus the actual costs of legal assistance).
- 11.1 The Client shall take out adequate insurance to cover liability pursuant to the provisions in this article. At Kasparov Financials request, the Client shall provide proof of insurance.

Article 11. Termination of the agreement

- 11.2 After conclusion of the Agreement for an indefinite period of time, unless explicitly agreed otherwise in writing, the Client and Kasparov Financials can end the Agreement in full or in part at any time through cancellation. The other party must be informed of the cancellation in writing. The agreement can be cancelled with a notice period of one month.
- 11.3 The agreement or assignment for a fixed period of time ends by law when the agreed period has expired or if a predetermined, objectively determinable event takes place. Premature cancellation by the Client, Contractor and Kasparov Financials is possible with a notice period of one month, unless otherwise agreed. The agreement has to be cancelled in writing.
- 11.4 When the Agreement is terminated, all claims of Kasparov Financials against the Client or against the Contractor shall be immediately due and payable in full, without prejudice to the other rights accruing to Kasparov Financials pursuant to the Agreement, these General Terms and Conditions and the provisions laid down by law.
- 11.5 Cancellation of the agreement in accordance with the Agreement or with this article from the General Terms and Conditions by one party does not lead to any right to compensation on the part of the other party.

Article 12. Entering into a collaboration with the Candidate

- 12.1 Taking into account the provisions in this article, the Client is entitled to enter into a collaboration with a Candidate.
- 12.2 If the Client intends entering into a collaboration with the contractor, it must inform Kasparov Financials of this in good time and in writing prior to putting this intention into practice. The Client is familiar with the legislation and regulations in relation to successive employment, and accepts all obligations arising from that. The Client is responsible for the investigation into and the assessment of the contractor's employment record. Insofar as this is permitted by the General Data Protection Regulation (GDPR) and related legislation and regulations, at the Client's request, Kasparov Financials can provide information about this employment record, but cannot vouch for the accuracy and completeness of this, partially because Kasparov Financials is dependent on the Candidate and (SEP) Interim Professional for this information.
- 12.3 During the term of an Agreement entered into with or an Assignment issued to Kasparov Financials, or for a specific period of time after expiry of an agreement entered into with Kasparov Financials, or an Assignment issued to Kasparov Financials, neither the Client, nor a company affiliated with the Client, can (without the intervention of Kasparov Financials) enter into a collaboration with:
- the Candidate in the event of recruitment and selection. During the term of the recruitment and selection agreement or if the Client has rejected the Candidate or if the collaboration with the Candidate ended during the probationary period, the Client is not permitted to enter into a collaboration with the Candidate within 12 months of Kasparov Financials introducing the Candidate, unless Kasparov Financials has given the Client its written consent to this end and the Client has paid the full recruitment and selection fee to Kasparov Financials;
 - the Interim Professional or Candidate in the event of Placement; During the assignment or within 24 months of the assignment ending, the Client may not enter into a collaboration with the Candidate or Interim Professional, unless the Client has received Kasparov Financials written consent to that end and has paid a reasonable mediation fee to Kasparov Financials. Unless agreed otherwise in writing, the reasonable mediation fee is 50% of the annual remuneration (including fixed allowances) that the Interim Professional shall receive from the Client. Annually – i.e. if during a period of 12 months, the Interim Professional has performed at least 1,000 hours of uninterrupted work through the mediation services of Kasparov Financials – the invoice amount shall be reduced by 5%. If the Interim Professional has not worked at least 1,000 uninterrupted hours, there will be no reduction. The reasonable mediation fee amounts at all times to at least € 25,000.00 (excluding VAT).
 - the Candidate or SEP Interim Professional in the event of posting an SEP. During the assignment or within 24 months of the assignment ending, the Client may not enter into a collaboration with the Candidate or the SEP Interim Professional, unless the Client has received Kasparov Financials written consent to that end and has paid a reasonable mediation fee to Kasparov Financials. Unless agreed otherwise in writing, the reasonable mediation fee amounts to the full recruitment and selection fee defined in article 5 of the General Terms and Conditions.

- 12.4 If in a way other than described above, during the term of the Agreement or Assignment and/or within 12 months of termination or completion thereof, the Client has a Candidate perform work within the scope of a recruitment and selection assignment, and/or within 24 months of completion thereof, an (SEP) Interim Professional in any way - directly or indirectly - performs work for or on behalf of the Client and/or companies affiliated with the Client or - for payment or free of charge - enters into a collaboration with this party or these parties, other than through Kasparov Financials intervention, or if the Client does not inform Kasparov Financials of that, then the Client shall forfeit to Kasparov Financials, in addition to the payment(s) listed in article 12.3, an immediately due and payable penalty of € 25,000.00 for each infringement, as well as a penalty of € 1,000.00 for each day that the infringement continues. This penalty clause shall not affect Kasparov Financials right to demand fulfilment of the relevant provisions and/or compensation for the actual loss that it has suffered, including future loss, as a result of the Client's actions.

Article 13. Confidentiality

- 13.1 The Client and Kasparov Financials and the SEP Interim Professional shall not pass on to third parties any Confidential information from or about the other party, its activities, contractors, employees, customers and other associates of which they become aware in relation to an offer, assignment or other agreement, unless - and then insofar as - provision of that information is necessary to be able to carry out the assignment in the appropriate manner, or if they are under a legal obligation to disclose such information.
- 13.2 Kasparov Financials imposes a general obligation of confidentiality on its contractors and the (SEP) Interim Professionals. In addition, at the Client's request, a more specific obligation of confidentiality can be agreed. The content thereof shall be agreed in consultation between Kasparov Financials and the Client. However, Kasparov Financials cannot guarantee the compliance with such an obligation of confidentiality and is not liable for a penalty, fine or for any damage suffered by the Client as a result of a breach of a duty of confidentiality by the (SEP) Interim Professional. The Client shall indemnify Kasparov Financials against claims by third parties in relation to the failure of the Interim Professional to comply, or to comply fully, with any obligation of confidentiality.
- 13.3 The obligations under this article of the Client and Kasparov Financials and the SEP Interim Professional also apply to companies that are in some way affiliated with the Client and/or Kasparov Financials, as well as its managing directors, supervisory directors and/or employees.
- 13.4 In the event of infringement of the duty of confidentiality by the Client or SEP Interim Professional, as provided for above, the Client or SEP Interim Professional shall forfeit to Kasparov Financials an immediately due and payable penalty of € 15,000.00 for each infringement, as well as a penalty of € 1,000.00 for each day that the infringement continues, without prejudice to the right of Kasparov Financials to, instead of the penalty, demand compliance and/or compensation of the actual damage that it has suffered as a result of the actions of the Client or the SEP Interim Professional.
- 13.5 The Client may not share with third parties the details of candidates, (SEP) Interim Professionals or contractors introduced by Kasparov Financials, whether or not they are rejected by the Client, without the prior written consent of Kasparov Financials, and may not check the references of these Candidates without the involvement of Kasparov Financials, and may not share any information about the Candidates, (SEP) Interim Professionals or contractors with third parties. In the event of infringement of the provisions in the previous paragraph, the Client owes an immediately payable penalty amounting to € 25,000.00 and a penalty of € 1,000.00 for every day that the infringement continues, without prejudice to the right of Kasparov Financials to full compensation and compliance with this provision.

Article 14. Intellectual property

- 14.1 At the Client's request, Kasparov Financials will have the Candidate and/or the (SEP) Interim Professional sign a written statement in order to ensure - insofar as necessary and possible - that all intellectual and industrial property rights in respect of the results of the work performed by the Candidate and/or (SEP) Interim Professional will accrue to or will be transferred to the Client. If Kasparov Financials owes any remuneration in this respect or otherwise has to incur costs, the Client will owe Kasparov Financials the same amount of remuneration or the same amount in costs.

Article 15. Invoicing and payment

- 15.1 Unless agreed otherwise in writing or stipulated in these General Terms and Conditions, an invoice will be produced every month and this will be sent to the Client (potentially by means of an electronic message).
- 15.2 The Client is obliged to pay the invoice, without a (payment) discount being applied and without offsetting and/or suspension, within 30 calendar days of the invoice date, unless agreed otherwise in writing. The Client is not permitted to offset any debt that it has with Kasparov Financials against any claim that the Client may have against Kasparov Financials, pursuant to this agreement and/or otherwise. If an invoice is not paid within this period of time, as from the first day of expiry of the payment deadline, the Client is in default by operation of the law and an interest of 1% per calendar month shall be owed on the outstanding amount, where a part of a month will be counted as a full month. The copy of the invoice that Kasparov Financials has in its possession that was sent by Kasparov Financials to the Client, shall serve as full evidence of the indebtedness of the interest and the day on which the interest calculation starts.
- 15.3 Only payments made to Kasparov Financials or to a third party designated by Kasparov Financials in writing, shall lead to discharge. Payments made by the Client to a Candidate or (SEP) Interim Professional, irrespective of under which title, shall be considered ineffective in respect of Kasparov Financials and cannot produce grounds for payment or offsetting.
- 15.4 If the Client disputes the invoice in full or in part, it should inform Kasparov Financials of this in writing within thirty calendar days of the invoice date, stating the precise reasons for this. Following this period,

the Client's right to dispute the invoice shall lapse. The burden of proof concerning timely dispute of the invoice lies with the Client. Disputing the invoice does not discharge the Client from its payment obligation.

- 15.5 The Client is not authorised to offset the invoice amount, irrespective of whether or not it disputes this, with a counter-claim (whether justified or not) and/or suspend the payment of the invoice.
- 15.6 If, in the opinion of Kasparov Financials, the Client's financial position and/or payment performance warrants such a measure, the Client is obliged, at Kasparov Financials first written request: to pay an advance; and/or to furnish sufficient security for its obligations vis-a-vis Kasparov Financials, by means of a bank guarantee, pledge or otherwise. Security can be requested for both existing and future obligations and an advance only for future obligations. The amount of the required security and/or the requested advance must be proportionate to the amount of the Client's relevant obligations. If the Client does not furnish the requested advance nor the requested security within the period of time stipulated by Kasparov Financials, the Client shall be in default without a further notice of default being required and Kasparov Financials is entitled to suspend the performance of its obligations under all assignments and/or other agreements with the Client, or to immediately terminate all assignments and/or other agreements with the Client without being required to pay any compensation to the Client in relation to this suspension or termination. All claims of Kasparov Financials become immediately due and payable as a result of the termination. All judicial and extra-judicial (collection) costs incurred by Kasparov Financials as a result of the Client's failure to fulfil its obligations under this article, shall be paid entirely by the Client.
- 15.7 If the assignment is entered into with more than one Client that is part of the same Group of companies, all Clients are jointly and severally liable for fulfilment of the obligations under this article, regardless of the name on the invoice. Full payment of the invoice, plus any additional costs and interest by a Client, relieves the other Clients of their payment obligations vis-a-vis Kasparov Financials.
- 15.8 All costs, both extrajudicial and judicial costs (including costs of legal assistance) for Kasparov Financials that are attached to the fulfilment of the obligations by the Client, shall be borne by the Client. The extrajudicial costs amount to at least 15% of the outstanding amount, plus the aforementioned contractual interest, with a minimum of € 250.00, without prejudice to Kasparov Financials right to claim the actual costs.

Article 16. Liability

- 16.1 Kasparov Financials total liability on account of imputable failure in the fulfilment of the Agreement is limited to the amount which would be paid in that event to Kasparov Financials under a liability insurance, (increased by the excess if applicable). If damage is not covered by Kasparov Financials liability insurance, or if Kasparov Financials has not taken out liability insurance for this event, but it has been irrevocably established that Kasparov Financials is nevertheless liable, the following applies (i.) the liability of Kasparov Financials arising from the assignment and/or agreement and/or other agreement with regard to the posting or Placement of a Candidate and/or an (SEP) Interim Professional, is limited for each event to the fee to be charged pursuant to these General Terms and Conditions, the assignment (confirmation) and/or the agreement and/or other agreement over the duration of the assignment, with a maximum of two (2) months; (ii.) Kasparov Financials liability in relation to the other services (including a recruitment and selection assignment) is limited for each event to the fee for the assignment charged by Kasparov Financials to the Client. After all, Kasparov Financials liability is limited to € 25,000.00 (in words: twenty-five thousand Euros). A series of connected events shall, for the purposes of this article, be regarded as a single event.
- 16.2 Kasparov Financials shall only be liable for direct damage. Understood solely by direct damage are the reasonable costs to determine the cause and the scope of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions, any reasonable costs incurred in order to bring the defective performance of Kasparov Financials in line with the Agreement, insofar as this can be attributed to Kasparov Financials and reasonable costs incurred in order to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of the direct damage referred to in these General Terms and Conditions. Kasparov Financials is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
- 16.3 Kasparov Financials liability on account of imputable failure in the fulfilment of an Agreement shall in all cases only arise if the Client or the Contractor immediately declare Kasparov Financials to be in default in writing, where subsequently a reasonable period of time is set for compliance and Kasparov Financials still imputably fails to perform its obligations after that period. The notice of default must contain a description of the failure that is as complete and detailed as possible, to enable Kasparov Financials to respond appropriately.
- 16.4 Contrary to the statutory periods of limitation, the limitation period for all claims and defences of the Client or Contractor vis-a-vis Kasparov Financials shall be one year. Any and all liability lapses by the expiry of one year from the date that the Agreement is executed. The actions for damages of the Client or Contractor Professional vis-a-vis Kasparov Financials lapses one year after the Client or Contractor have held Kasparov Financials liable.
- 16.5 Kasparov Financials is not liable for damage if this damage results from or is related to incorrect or incomplete information from the Client, Contractor or a third party (including a Candidate or an Interim Professional). Kasparov Financials is not liable for (the consequences of) printing or clerical errors.

- 16.6 The limitations of the liabilities referred to in this article shall lapse if and insofar as damage is the result of intent or deliberate recklessness by Kasparov Financials.
- 16.7 If the Client or Contractor default in the proper fulfilment of their obligations to Kasparov Financials, then the Client or Contractor are liable for all damage suffered by Kasparov Financials that arises as a direct or indirect result of that.
- 16.8 If the Client or Contractor continue to fail to take the appropriate measures, without notice of default, Kasparov Financials is entitled to take these measures itself. The Client or Contractor shall compensate Kasparov Financials for all costs and damage that arise as a result of the foregoing on the part of Kasparov Financials and third parties.

Article 17. Privacy

- 17.1 Within the scope of the assignment or other agreement, there is a regular exchange of personal data, especially relating to Candidates, (SEP) Interim Professionals and contractors. The Client and Kasparov Financials are obliged to treat this information strictly confidentially in accordance with the General Data Protection Regulation (GDPR) and related legislation and regulations.
- 17.2 Both Kasparov Financials and the Client qualify as controllers, unless the parties explicitly agree that one of the parties is a processor on behalf of the other. In that case, the parties shall agree on a processing agreement.
- 17.3 The Client shall not require any information from Kasparov Financials that Kasparov Financials may not provide pursuant to applicable legislation and regulations. The Client is responsible for the further processing of the data it receives from Kasparov Financials.
- 17.4 The Client is responsible for ensuring that only personal data are supplied to Kasparov Financials if and insofar as the Client is entitled to do so and has a legally valid base, such as the required consent from the relevant persons.
- 17.5 Kasparov Financials privacy statement applies to the processing of personal data of contact persons.
- 17.6 The Client indemnifies Kasparov Financials against any claim by Candidates, (SEP) Interim Professionals, contractors, employees of the Client or other third parties vis-a-vis Kasparov Financials in relation to a violation by the Client of the provisions in this article and shall reimburse the associated costs incurred by Kasparov Financials.

Article 18 Force majeure and timescales

- 18.1 The performance of the agreement on the part of Kasparov Financials is based on a best effort obligation. Kasparov Financials is not obliged to fulfil any objection or commitment if Kasparov Financials is unable to do so as a result of a circumstance for which it is not to blame, and that shall not be for its account pursuant to the law, a legal act, or generally accepted practice. In short: in the event of force majeure.
- 18.2 In these General Terms and Conditions, force majeure is defined, in addition to the relevant definitions in the law and case law, as all external causes, foreseen or not, which Kasparov Financials cannot influence, including in any case but not limited to the illness of contractors, power failures and computer failures, viruses, fire, theft, strikes in Kasparov Financials company, but as a result of which Kasparov Financials is unable to perform its obligations.
- 18.3 Kasparov Financials also has the right to claim force majeure, if the circumstance that impedes (further) fulfilment arises after Kasparov Financials should have fulfilled its obligations.
- 18.4 In the event that, Kasparov Financials has already partially fulfilled its obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar as separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Kasparov Financials shall be entitled to submit a separate invoice for the part already fulfilled or still to be fulfilled respectively. The Client is obliged to pay this invoice as though it were a separate agreement.
- 18.5 If a timescale and/or period has been agreed within which the assignment or agreement shall be performed, this is based on the circumstances applicable at the time at which the agreement was concluded, as well as on timely, correct and complete delivery by the Client of the information required prior to commencement of execution of the agreement. An agreed timescale therefore does not commence until all required information and Documents are in the possession of Kasparov Financials and the (advance) payment, if and insofar as this must be made at the time of the assignment, has been made, or the required security has been furnished.
- 18.6 Any timescales defined in the Agreement within which Kasparov Financials must comply with obligations, are only approximate and do not count as deadlines. If one of these timescales is exceeded, Kasparov Financials is not in default. This failure of Kasparov Financials shall never be a ground for dissolution of the Agreement. If the aforementioned timescale is exceeded, the Client can set a new, reasonable, timescale of at least 10 working days, within which Kasparov Financials has to have performed the Agreement. Overrun of that new, reasonable, timescale shall only be a ground for dissolution of the Agreement by the Client if the failure were to justify the dissolution. Overrun of a period agreed for performance between the parties does not entitle the Client to any compensation in this respect, unless this is the result of intent or gross negligence of Kasparov Financials. If a timescale for performance is not explicitly agreed, a reasonable timescale for performance shall apply, counting from the time of conclusion of the Agreement.
- 18.7 If the start or the progress of the Agreement is delayed by factors for which the Client is responsible, the Client is obliged to compensate Kasparov Financials for the damages and costs ensuing from this that are incurred by Kasparov Financials.

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Article 19. Complaints

- 19.1 Complaints by the Client regarding invoices sent by Kasparov Financials must be submitted in writing within 14 days of the assignment being performed. Submitting a complaint shall not cause the Client's payment obligation to be suspended.
- 19.2 The client should keep evidence of the (alleged) shortcomings in the performance of the work by Kasparov Financials, or a Candidate, (SEP) Interim Professional or an employee of Kasparov Financials, and give Kasparov Financials the opportunity to investigate the reported complaints. If a complaint is proven to be without foundation, the costs resulting from that, including the costs for the investigation, shall be borne by the Client.

Article 20. Right to suspend performance

- 20.1 Kasparov Financials has the right to suspend fulfilment of all of its obligations until the time that: (i.) payment obligations that are due and payable by the Client have been paid in full by the Client, (ii.) The Client or Contractor fails to meet obligations under the agreement, or fails to do so in a timely manner; (iii.) after entering the agreement, circumstances of which Kasparov Financials has become aware give good reason to suspect that the Client or Contractor will fail to meet their obligations under the agreement, or fail to do so on time; (iv.) The Client is asked to furnish security pursuant to article 15.6 of these General Terms and Conditions and the Client does not furnish, or furnishes insufficient, security; and/or (v.) through a delay on the part of the Client or Contractor, Kasparov Financials can no longer be expected to fulfil the originally agreed conditions under the agreement.
- 20.2 The Client is not entitled to temporarily suspend all or part of the deployment of the Candidate or the (SEP) Interim Professional, unless this is agreed in writing or if force majeure can be demonstrated within the meaning of article 6:75 of the Civil Code.
- 20.3 If the Client is not entitled to temporarily suspend the Placement or posting, but the Client temporarily does not have any work for the Candidate and/or the (SEP) Interim Professional, for the duration of the assignment, the Client is obliged to pay in full to Kasparov Financials the agreed tariff pursuant to the Agreement.

Article 21. Final provisions

- 21.1 All agreements and any other legal relationships with Kasparov Financials are governed by Dutch law.
- 21.2 All disputes that may arise between Kasparov Financials on the one hand and the Client or the Contractor on the other hand will exclusively be submitted for resolution to the competent court in the district where Kasparov Financials registered office is located. Kasparov Financials, however, retains the right to submit a dispute to the competent court in accordance with the law.
- 21.3 If a provision in the General Terms and Conditions or the agreement is invalid or would be invalid, the other provisions remain in full force. The parties shall replace the invalid provision(s) with (a) provision(s) with a similar meaning that is as close as possible to the original provision.
- 21.4 Kasparov Financials is authorised to amend these General Terms and Conditions. These amendments take effect at the announced time of entry into force.
- 21.5 All obligations arising from the agreement or these General Terms and Conditions for the Client or the Contractor which, given their nature, are also intended to extend beyond the termination of the agreement, shall continue in force after termination of the agreement.