

FITZ

General Terms of Delivery
April 2024

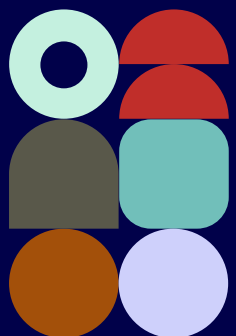


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General Terms of Delivery FITZ

Clause 1. Definitions

1. **Agreement:** the quote signed by the Client or the agreement signed by the Parties (including the annexes thereto), to which in both instances these General Terms of Delivery apply and which stipulate the services provided by FITZ.
2. **Business Day :** days in the week other than weekends and holidays.
3. **Client:** the other party with whom FITZ has concluded the Agreement.
4. **General Terms of Delivery:** these general terms and conditions.
5. **Parties:** the Client and FITZ and each a 'Party'.
6. **FITZ:** Quoratio B.V., or the legal entity belonging to the group of Quoratio B.V. within the meaning of Article 2:24b of the Dutch Civil Code that has declared these General Terms and Conditions applicable to the other Party by entering into an Agreement.

Clause 2. Applicability

1. These General Terms of Delivery apply to all offers, quotations, order confirmations issued by FITZ to the Client and all agreements concluded between FITZ and the Client. In the event of a conflict between a provision in the Agreement (excluding these General Terms of Delivery) and these General Terms of Delivery, the provision in the Agreement will prevail.
2. Any purchasing conditions or other conditions of the Client do not apply to any Agreement and are expressly rejected by FITZ, regardless of whether they are referred to in a purchase order or other document from the Client.
3. If any provision of the General Terms of Delivery is nullified or found to be null and void, this will not affect the legal validity of the other provisions of these General Terms of Delivery. The Parties will replace the nullified or void provision with another provision that corresponds as closely as possible to the original provision.
4. Deviations from these General Terms of Delivery only apply if agreed in writing between the Parties and apply only to the specific Agreement in which it has been agreed.
5. These General Terms of Delivery are a translation of the applicable Dutch version (*Algemene Leveringsvoorwaarden FITZ*) which are available at www.fitz.nl. In case of any inconsistencies between this version and the Dutch version, the Dutch version prevails.

Clause 3. Rates and invoicing conditions

1. All rates stated in the Agreement by FITZ are excluding VAT and (if applicable) all other levies and taxes applicable by law.
2. Unless agreed differently, the rates are exclusive of any applicable mileage allowance for commuting, expense allowances and/or other business travel

expenses. These will be charged separately to the Client. A mileage allowance is calculated using the ANWB route planner over the fastest route. The allowance is € 0,42 per kilometer.

3. The Client shall pay all invoices within fourteen (14) days after the invoice date, unless explicitly agreed otherwise. The Client shall not be entitled to any set-offs.
4. If the Client fails to pay any amounts owed within the specified payment term, the Client will automatically be in default without notice of default being required, and the Client will owe an interest to FITZ equal to the statutory commercial interest as referred to in Sections 6:119a and 6:120 of the Dutch Civil Code, whereby a part of one month is counted as a full month. The copy of the invoice sent by FITZ serves as proof of the interest being due and the day on which the interest becomes due.
5. Only payments to FITZ or to a third party designated in writing by FITZ will discharge the Client of its payment obligations.
6. The Client must object to an invoice to FITZ in writing within seven (7) calendar days after the invoice date, specifying in detail the reasons thereto. The burden of proof of the timely submission of the objection is held by Client.
7. All judicial and extrajudicial (collection) costs incurred by FITZ due to non-compliance by the Client with its obligations under this article or any other obligation, will be fully due by the Client.
8. FITZ can (periodically) inquire about the creditworthiness of the Client and can keep the results thereof for its administration. If the creditworthiness of the Client is or could reasonably be reduced, the Client must, if requested to do so by FITZ, provide security for payment in the form requested by FITZ, including but not limited to adjusting the agreed manner of billing. Without prejudice to its other rights under the Agreement, FITZ is authorized to postpone or suspend its obligations towards the Client without any notice of default being required until such security has been provided by the Client.
9. For Agreements with a term of more than three (3) months, FITZ has the right to adjust its rates each calendar year in accordance with the indexation of the CBS (SBI 2008 Cao wages, contractual wage costs and working hours), based on the year-on-year method, using the indexation figure for the month of October. If the CBS discontinues the publication of said index figure or changes the basis of its calculation, an index figure that is as comparable as possible will be used.
10. FITZ can adjust its rates or pass on costs and charge them to the Client if this is related to compliance with or implementation of mandatory changes in legislation or regulations and/or other cost-increasing circumstances imposed by private and/or public authorities.
11. If the Client fails to fulfil its obligations towards FITZ, FITZ has the right, after written notice, to suspend the further performance of its obligations under the Agreement, in whole or in part.

Clause 4. Subcontracting and transfer

1. FITZ is allowed to deploy third parties to carry out its obligations. The applicability of section 7:404 of the Dutch Civil Code is explicitly excluded. The Parties shall not be allowed to transfer the rights from the Agreement to a third party without the other Party's prior written approval.

Clause 5. Intellectual property rights

1. When these General Terms of Delivery refer to the term 'intellectual property rights', they refer to all intellectual property rights, including copyrights, trademark rights, patent rights and trade name rights, in respect of any work, including software, websites, data files, databases, equipment, training, test and examination materials and/or materials which is electronically available or by any other means such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof.
2. All of FITZ's intellectual property rights shall remain vested in FITZ or in the third party from whom FITZ has obtained the right to make the work available to the Client. The intellectual property rights as regards to any work will in no way be transferred to the Client. If FITZ grants the Client a right of use, this shall be a non-exclusive, non-transferable and non-sub licensable right of use for the term of the Agreement.
3. The Clients intellectual property rights shall remain vested in the Client or in the third party from whom the Client has obtained the right to use the work.
4. All intellectual property rights to all software and documentation as well as any preparatory material thereof developed or made available pursuant to the Agreement shall be vested exclusively in FITZ. The Client shall not be entitled to transfer, encumber, license or sublicense the software and/or documentation. The Client shall not duplicate, publish or copy the software. If required, the Client is allowed to copy the user instructions for internal use.
5. If the Parties agree in writing that the intellectual property rights with regard to software or other works or materials developed for the Client are transferred to the Client, this will not affect the right or the possibility of FITZ to apply the general principles, ideas, programming languages, components, designs, algorithms, documentation, works, protocols, standards and the like underlying that development, without any restriction to use and / or exploit for other purposes (including to give a right of use to third parties), either for itself or for third parties .
6. The transfer of an intellectual property right does not affect FITZ's right to make developments for itself or a third party that are similar or derived from those rights that have been or will be made for the benefit of the Client.
7. The Client shall not remove or have removed or changed from the software, websites, data files, equipment or materials any indication(s) regarding the confidential nature thereof or regarding the ownership of copyrights, trademarks, trade names or any other intellectual property rights.
8. If the management and/or day-to-day execution of one or more administrative processes takes place via FITZ's software or applications, FITZ will procure that it has all the necessary licenses and that it does not infringe any rights (including any intellectual property rights) of third parties.
9. If the management and/or day-to-day execution of one or more administrative processes takes place via the Client's software or applications, the Client will procure that it has all the necessary licenses and that it does not infringe any rights (including any intellectual property rights) of third parties.
10. FITZ indemnifies the Client against any claim from a third party if FITZ's intellectual property rights infringe the intellectual property rights of such third party, provided

that the Client immediately informs FITZ in writing about the existence and content of the claim and leaves the handling thereof, including the right to procure any settlements, entirely to FITZ. To this end, the Client will provide FITZ with any necessary powers of attorney, information and cooperation to defend itself against these claims.

11. The obligation to indemnify lapses if the alleged infringement relates to any (i) intellectual property rights made available to FITZ by the Client to use, process, adept or maintain, or (ii) changes made by or on behalf of the Client to the intellectual property rights without FITZ's prior written approval.
12. If it is irrevocably established that the intellectual property rights of FITZ infringe the intellectual property rights of a third party or if, in the opinion of FITZ, there is a reasonable chance that such an infringement will occur, FITZ will, if possible, make every effort to ensure that the Client can continue to use other, functionally equivalent, software, websites, data files, equipment or materials. Any other or more far-reaching indemnification obligations of FITZ due to third party intellectual property rights infringements are excluded.

Clause 6. Terms

1. All terms stated by FITZ have been established to the best of its knowledge, based on the data known to FITZ when entering into the Agreement and they will be respected to the greatest extent possible.
2. Any delivery dates and/or time limits stated in any Agreement, annex, action plan or quotation shall always apply as target dates, shall always be indicative and are no fatal terms unless explicitly agreed otherwise. In all cases, including if the Parties have explicitly agreed a final time limit in writing, FITZ shall only be in default after the Client has sent FITZ a written, proper and detailed notice of default and the reasonable term, that the Client has granted to FITZ to remedy the breach, has passed.
3. If any time limit threatens to be exceeded, FITZ and the Client shall consult with each other as soon as possible.

Clause 7. Force Majeure

1. In the event of force majeure affecting one of the Parties, the obligations pursuant to the Agreement shall be suspended for as long as the situation of force majeure lasts. Any non-performance by suppliers of FITZ shall also be considered as force majeure. However, the suspension shall not apply to the obligations that the force majeure does not concern and/or the obligations that already occurred before the situation of force majeure came into effect.
2. If the situation of force majeure has lasted for more than sixty (60) days, the Parties will be entitled to terminate the Agreement by means of a registered letter, unless it is foreseeable that the situation of force majeure will be resolved within a reasonable period of time. Anything that already has been performed as a result of the Agreement shall then be settled pro rata, without the Parties owing each other anything else.

Clause 8. Liability FITZ

1. FITZ procures and ensures to the Client that the services assigned to it will be properly performed by qualified personnel and in accordance with all applicable laws and regulations.
2. FITZ accepts an obligation to compensate damages insofar as stipulated in this clause. FITZ's total, cumulative liability in respect of the Client for direct damage or loss shall be limited to an amount equal to the amount paid by the Client to FITZ pursuant to the Agreement in the twelve months preceding the fact that caused the damage or loss, or €100,000 if this latter amount is lower. In this regard, a series of mutually related events that cause damage or loss shall be considered as one event and one fact causing the damage or loss.
3. From the liability as referred to in clause 8 section 2 is excluded any loss of profit, loss of data, lost income or lost savings, reputational damage or damage to one's image.
4. FITZ is not liable for any non-performance or damages caused by late, incorrect and/or incomplete data, files, tools and/or information provided by or on behalf of the Client. FITZ is also not liable for any non-performance or damages that have arisen because the Client does not have effective control mechanisms and procedures, does not apply them or because they do not appear to be effective.
5. The Client shall only be entitled to any compensation of damages if the Client reports the damage to FITZ in writing as soon as possible (but no later than two (2) months after the damage has been caused).
6. The Client shall indemnify FITZ against any claims from the Client's personnel and other third parties in connection with the Agreement.
7. The previous paragraphs of this clause shall not apply in case of FITZ's intent or willful recklessness

Clause 9. Responsibilities Client

1. The Client shall provide all information and cooperation in good time, which FITZ reasonably deems necessary for the performance of the Agreement. The Client guarantees that the information supplied by it is correct and complete and it will take care of its timely delivery in line with any requested formats and instructions, also if the requested information is provided by third parties.
2. If the Client believes that FITZ is inaccurately performing the Agreement, it must immediately inform FITZ thereof in writing, in such a way that FITZ can correct the relevant inaccuracy and/or can adjust its services to prevent any future inaccuracies. The Client is responsible for any costs FITZ incurs to correct such inaccuracies if they have not been reported immediately by the Client after becoming aware of them or if it reasonably appears that the Client should have discovered this earlier.
3. The Client must ensure that FITZ is immediately informed about any (changed) facts and circumstances that may be relevant for the performance of the Agreement.
4. If necessary for the performance of the Agreement, the Client will deploy specific personnel to enable FITZ to perform the work. If this specific personnel is deemed necessary, this will be included in the Agreement. Costs arising from the non-availability or late availability of said personnel shall be borne by the Client.

Clause 10. Additional conditions

1. Depending on the services ordered (or to be ordered in the future), one or more of the additional conditions listed below apply. These are part of these General Terms of Delivery and are available via the links below. In the event of a conflict between a provision of this general section and one of the applicable additional terms and conditions, the provisions of the additional terms and conditions for that part of the service shall prevail:
 - a. Consultancy
 - b. BPO & Services
 - c. Digital Solutions
 - d. Improvement Center

Clause 11. Confidentiality and processing of personal data

1. Unless required by any legal provision, regulation or (professional) requirement, the Parties are obligated to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from each other.
2. Subject to their prior written approval, the Parties are not entitled to use such confidential information for a purpose other than that for which it was obtained, unless a Party is required to do so by disciplinary, civil or criminal proceedings for which this information may be relevant. In such case, such Party will inform the other Party thereof.
3. Insofar as FITZ qualifies as a processor of personal data as defined in the General Data Protection Regulation (GDPR), FITZ will organize its services in such a way that it will comply with the requirements and regulations of the GDPR in its capacity as processor. This is laid down in a processing agreement that forms an integral part of the Agreement between the Client and FITZ. The Client is not entitled to hold FITZ liable for any administrative fine imposed on the Client by any supervisory authority on any legal basis. The term 'supervisory authority' has the means as given thereto in the GDPR.
4. With the exception of data processed in the context of BPO & Services, the Client agrees that FITZ may use (confidential) information and personal data received from the Client (or on behalf of the Client), provided they are anonymized and non-traceable, in the context of, amongst others, compiling and developing or maintaining best practices, statistics, for research purposes and/or for benchmarking.
5. FITZ is entitled to use the logo and name of the Client for recruitment and marketing purposes, without FITZ owing compensation to the Client.
6. FITZ is entitled to broadly discuss the activities which the FITZ performs for the Client with its (potential) customers.
7. The Parties will ensure that all persons engaged by them, directly or indirectly, will comply with the obligations referred to in this article.

Clause 12. Dissolution and termination

1. A Party shall have the right to terminate all or parts of the Agreement with immediate effect, without notice of default, without judicial intervention being required and without this creating any obligation to compensate any possible damage or loss to the other Party if any of the following circumstances occurs:
 - a. the other Party is declared bankrupt, has requested temporary or permanent suspension of payment, offers a composition to its creditors, has appointed an administrator or if it must otherwise be assumed that the other Party is no longer able to meet its financial obligations or is in danger of losing control of its business;
 - b. the enterprise of the other Party is liquidated or its activities discontinued.
2. In the case of a dissolution, such dissolution will only affect the obligations arising after the dissolution date and therefore the dissolution will not have any retroactive effect.
3. The parties may terminate the Agreement in writing at the end of the month with due observance of the agreed notice period. Early termination of the Agreement is excluded, unless explicitly agreed otherwise.
4. Work already performed by (or on behalf of) FITZ before and during the receipt of a valid notice of termination sent the Client, must be paid for by the Client.
5. If applicable, FITZ will return to the Client all items it has in its possession from the Client after termination of the Agreement. All (other) data of the Client will be deleted, unless FITZ has a legal obligation to retain these items.
6. Any rights and obligation from the Agreement which by their nature and content are intended to remain in effect, such as intellectual property rights, liability, force majeure and dispute resolution, shall remain in full effect after termination or dissolution of the Agreement.
7. The failure by FITZ to exercise any right or to use any remedy does not constitute a waiver of such right or remedy.

Clause 13. Applicable law and forum

1. These General Terms of Delivery, the Agreement and all related appendices, offers, assignments and other agreements are exclusively governed by Dutch law.
2. All disputes arising therefrom will be submitted to the competent court Midden-Nederland.

Additional conditions Consultancy

Clause 14. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless explicitly deviated therefrom below:

1. **Agreement:** the agreement between the Client and FITZ on the basis of which the Client is supported by a Consultant in the performance of certain work.
2. **Consultant:** Consultant: the expert deployed by or on behalf of FITZ at the Client. With the exception of Self-Employed Contractors (ZZP'er), the Consultant is subject to the supervision and control of the Manager.
3. **Detavast:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client and where, from the start of the work, it is aimed at a successful entry into employment with the Client after a pre-arranged path of one year.
4. **End Date:** the end date of the Agreement as stated in the Order Confirmation.
5. **Learning Assignment:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client for a pre-agreed period with the aim of acquiring knowledge and experience with systems, processes and working methods. FITZ applies an adjusted Rate for the agreed term of this Agreement.
6. **Manager:** the Consultant's manager working at FITZ (excluding a Self-Employed Contractor - ZZP'er). This manager advises and supports the Consultant to get the most out of the assignment and its development and ensures the further development of the Consultant's expertise. Among other things, the Consultant reports sick to the manager and discusses its progress of the work under the Agreement.
7. **Order Confirmation:** the written confirmation of the Agreement by the Client, stating, among other things, the Start Date, End Date, the name and other details of the Consultant, the description of the work and the Rate.
8. **Rate:** the rate owed by the Client to FITZ, excluding travel expenses, expense allowances and VAT, unless explicitly stated otherwise in the Order Confirmation.
9. **Start Date:** the start date of the Agreement as stated in the Order Confirmation.
10. **Traineeship:** the Agreement between the Client and FITZ on the basis of which a starting Consultant performs work for the Client for a pre-agreed period with the aim that the Client enters into an employment relationship with the Consultant after the agreed period has expired without the Client owing a fee to FITZ therefor. With due observance of clause 20, the Client will in all cases owe a fee to FITZ if it wishes to enter into an employment relationship with the Consultant before the end of the agreed period. After the agreed period, the Consultant will either enter into an employment agreement with the Client directly, or perform work as a Consultant for the Client (or another client) without there being a traineeship.
11. **Self-Employed Contractor (ZZP'er):** An expert who performs work as a self-employed worker (ZZP'er), whether or not via sole proprietorship or private company. Self-employed workers perform work without direction and supervision of either Client or FITZ.

Clause 15. The Agreement

1. The Agreement is entered into for a definite period of time and ends by operation of law after the agreed End Date.
2. With the exception of the Learning Assignment, Traineeship and Detavast, the Parties may terminate the Agreement in writing at the end of the month with due observance of a notice period of one (1) month.
3. The Agreement is concluded at the moment that the Order Confirmation, signed by both Parties, has been received by FITZ. FITZ's proposal is valid for 7 days and will lapse if FITZ has not received a signed Order Confirmation within this period. As long as the Assignment Confirmation has not been returned, FITZ can deploy the proposed Consultant elsewhere.
4. If the Order Confirmation has not yet been signed and returned, but the Consultant has already started the work, the Agreement will be deemed to have been concluded at the time the work has started.
5. If the Client wishes to extend the Agreement, the Client must notify FITZ thereto in writing at least one (1) month before the expiry of the End Date.
6. FITZ reserves the right not to renew the Agreement with the same Consultant, in which case it will state the reason(s) thereto. In that case, FITZ has the right to make another Consultant available to the Client within a reasonable period of time.
7. Both Parties have the right to cancel a Learning Assignment with immediate effect for any reason.
8. A Learning Assignment can only be extended with FITZ's prior written approval.
9. The Client has the right to terminate the Traineeship in writing before the End Date if the Consultant does not meet the requirements set by the Client within (1) one month after the start of the Traineeship, which requirements are explicitly stated in the Agreement. If possible, FITZ will replace the Consultant within a reasonable time with another Consultant for the remaining duration of the Traineeship.
10. The Agreement ends immediately when FITZ can no longer deploy the Consultant because the (employment) agreement between FITZ and the Consultant has ended during the term of the Agreement and this employment (agreement) is not or not consecutively continued. If possible, FITZ will propose a suitable replacement to the Client within a reasonable period of time.
11. The Client is not entitled to temporarily or partially suspend the activities of the Consultant.

Clause 16. Execution of the Agreement

1. FITZ ensures to the Client that the work will be carried out by the Consultant with the greatest possible care and that the Consultant has sufficient professional competence to correctly perform the Agreement. Notwithstanding the foregoing, the Client ensures that it has and applies effective control mechanisms and procedures (for example, but not limited to a four-eyes principle or other technical control mechanisms) during the performance of the Consultant's work.
2. Each Consultant has a Manager (with exempt of self-employed workers - ZZP'er)

who serves as the point of contact for the Client and for the Consultant. In addition, the Consultant uses an extensive network of specialists working within FITZ for the purpose of sharing knowledge, obtaining advice and solving any Client's issues.

3. The Consultant (with exempt of self-employed workers - ZZP'er) performs the agreed work under the direction and supervision of FITZ and the Consultant reports to its Manager.
4. The Consultant arranges his activities independently (whether or not in consultation with the Manager). The Client can, however, give directions and instructions regarding the result of an assignment under the Agreement and - insofar as this is necessary for the implementation of the Agreement - coordination with the Client can take place in the event of collaboration with others, so that this will progress optimally. If necessary for the work, the Consultant will adhere to the Client's working hours.
5. Any complaints about the performed work must be reported in writing by the Client to FITZ within seven (7) calendar days after its discovery. This notification must contain a description which is as detailed as possible about the fault(s), so that FITZ is able to respond adequately. The Client is obligated to give FITZ the opportunity to rectify the fault(s).
6. Subject to FITZ's prior written approval, the Client is not permitted to have the Consultant perform work for another party via the Client. This also regards any legal entities with which the Client is affiliated in a group (*concern*) within the meaning of Section 2:24b of the Dutch Civil Code.
7. The Client will compensate the Consultant – and indemnify FITZ – against claims from the Consultant (article 7:658, 7:611 and/or 6:162 of the Dutch Civil Code) for compensation of damage (including costs including costs of legal assistance) suffered in the context of the performance of its activities at the Client.

Clause 17. Annulment of the Agreement

1. If the Client annuls the Agreement within 5 Business Days or less before the start of the Start Date, the Client will owe FITZ cancellation costs amounting to what FITZ would have charged the Client if the Consultant would perform the work for 1 month on a full-time basis at the Client against the agreed Rate.

Clause 18. Rate, travel and homeworking costs

1. The Client is in all cases responsible for the timely, correct and complete delivery of data or specifics required by the Client, necessary for the administrative processing of the invoice by the Client. The Client will ensure that this is received by FITZ no later than five (5) Business Days after the signing of the Order Confirmation.
2. The agreed Rate for the performance of the work regards work performed during Business Days. Work performed by the Consultant outside this period and/or in excess of the agreed number of hours per week as agreed in the Agreement is regarded as additional work in accordance with the following percentages:
 - 06.00 – 22.00h - 150% of the hourly rate

- 22.00 – 06.00h - 175% of the hourly rate
 - Saturday - 200% of the hourly rate
 - Sunday and holidays - 200% of the hourly rate
3. The travel expenses incurred by the Consultant for traveling to and from the office of FITZ in Utrecht (or another place if the office moves), so that the Consultant can gain and share knowledge with colleagues at the office, will be charged to the Client. The actual kilometers will be calculated, but will at all times be capped at the number of kilometers that the Consultant would travel if the Consultant were to travel to the Client's location.
 4. Per each Consultant the lawful set daily untaxed homeworking allowance will be charged to the Client
 5. FITZ is entitled to increase the Rate upon each renewal of the Agreement.
 6. Without prejudice to the foregoing, clause 3 paragraph 9 of the general part of the General Terms of Delivery applies to all Agreements with a term of three (3) months or longer, regardless of whether this is the initial term or whether it concerns successive renewals that have a term in total of more than three (3) months.
 7. FITZ indemnifies the Client against all possible payable claims from the Dutch Tax Authorities, regardless of its name and legal ground, regarding any withholding and/or wage taxes, in connection with the work performed by a Consultant under the Agreement.

Clause 19. Time registration

1. Invoicing takes place on the basis of such method of time registration as agreed with the Client and on the basis of what has been determined in the Order Confirmation and Agreement.
2. The Consultant is responsible for the correct and complete time registration by means of a digital time sheet.
3. After approval by the Manager, the timesheet will be submitted to the Client for approval, after which FITZ will invoice the Client.
4. All invoices that FITZ issues to the Client are specified by means of the timesheet digitally approved by the Client, with name, date and time-stamp.
5. FITZ will charge the Client for the hours worked and costs incurred by the Consultant on a weekly basis.
6. The Client has two (2) Business Days to check and approve the timesheet after receipt of the relevant timesheet. If this term has expired, the Client is deemed to have agreed with the relevant time sheet and FITZ is entitled to send an invoice based on such shared time sheet.

Clause 20. Take-over Consultant

1. Without the prior written consent of FITZ, the Client is not permitted to take over a Consultant during the term of the Agreement and for twelve (12) months the termination thereof, unless explicitly agreed otherwise in these General Terms and Conditions. The Client shall at all times inform FITZ in writing of its intention to take over a Consultant, and before the Client discusses such intention with the

- Consultant.
2. FITZ cannot obligate a Consultant to be taken over by the Client, unless this has been explicitly agreed with the Consultant and FITZ.
 3. For the purposes of this article, 'Client' also includes a potential Client.
 4. For the purposes of this article, "take over of a Consultant" means:
 - a. concluding an employment contract, a contract for work and/or an assignment contract with a Consultant by the Client or a third party which belongs to the Client's group within the meaning of Article 2:24b of the Dutch Civil Code; and
 - b. engaging the relevant Consultant through a party other than FITZ;

The Client guarantees as joint and several debtor that all (legal) persons affiliated with the Client will comply with this clause and these General Terms of Delivery.
 5. For the purposes of this article, 'Client' also includes:
 - a. the (prospective) Consultant employed by or engaged by FITZ;
 - b. the (prospective) Consultant who was introduced to the Client in the twelve (12) months prior to entering into the contractual relationship with the Client; and
 - c. the Consultant whose engagement under the Agreement has ended in the twelve (12) months prior to entering into the contractual relationship with the Client.
 6. If FITZ grants approval to the Client in accordance with paragraph 1 of this article, the Client will owe FITZ an immediately due and payable compensation in the amount of the Rate multiplied by 156 hours per month that the Agreement still continues if there is an ongoing Agreement. If the Agreement has ended or the remaining term is shorter than 2 months, the aforementioned fee will be calculated on the basis of 2 months.
 7. If the Client breaches a provision of this article, it will forfeit to FITZ an immediately due and payable compensation of EUR 60,000 per Consultant, to be increased by EUR 2,500 for each day that this breach continues, without prejudice to FITZ's right to also claim damages and/or specific performance.
 8. The Client owes an immediately due compensation of € 25,000 if the Client and a Consultant immediately enter into an employment relationship or another type of contractual relationship, within twelve (12) months after the contact between the Client and the Consultant has been established via FITZ (for example because the Consultant has been proposed to the Client by FITZ) and no agreement has been concluded between FITZ and the Client under which the Consultant would perform work for the Client. This compensation applies without prejudice to FITZ's right to additionally claim damages.
 9. After the end of the Agreement which is based on a Detavast construction, the Client will always owe to FITZ a takeover fee relating the Consultant of EUR 5,000. If the Client wishes to employ the Consultant directly during the Agreement on the basis of Detavast, a takeover fee will apply that takes into account the training costs that FITZ has invested in the Consultant. The acquisition fee is reduced pro rata tempore as follows:

a. 0 up to and until 2 months	EUR 25.000,-
b. 3 up to and until 5 months	EUR 20.000,-
c. 6 up to and until 8 months	EUR 15.000,-
d. 9 up to and until 11 months	EUR 10.000,-
 10. When taking over a Consultant, the Client is responsible for investigating and

assessing the Consultant's employment history. At the request of the Client, FITZ can - insofar as permitted by law - provide information about the employment history of the Consultant. FITZ depends on the Consultant therefor and it cannot guarantee the correctness and completeness thereof.

Additional conditions BPO & Services

Clause 21. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless explicitly deviated therefrom below:

1. **BPO & Service:** the services resulting from such Agreement on the basis of which the management and/or day-to-day execution of one or more administrative processes is outsourced to FITZ.
2. **Involved Employees:** the employees working for the Client who, in accordance with Section 7:662 et seq. of the Dutch Civil Code, transfer to FITZ by operation of law if FITZ takes over an undertaking from the Client that qualifies as an independent business unit.

Clause 22. Changes Agreement

1. In light of the quality of the relevant work, FITZ may change the scope and content of the agreed work. If this results in changes to procedures or the sharing of new or other data by or on behalf of the Client with FITZ, FITZ will inform the Client thereof in writing as soon as possible.
2. During the term of the Agreement, the Client may make changes to the work assigned to FITZ. If there are costs involved, these can be charged by the FITZ. The effective date for any changes will be agreed between the parties.

Clause 23. Inaccuracies in the services

1. FITZ cannot be held liable by the Client if the Client does not report any inaccuracies within 2 calendar months after its receipt.

Clause 24. Transfer of undertaking

1. This article only applies if FITZ takes over an undertaking from the Client that qualifies as an independent business unit.
2. The Agreement will contain all details of the Involved Employees and their most recent employment conditions.
3. The Client guarantees that, other than the Involved Employees, there are no persons, either employees of the Client or other third parties, who are fully or partially involved in the business unit to be taken over.
4. The Client indemnifies FITZ against all costs and consequences if at any time any person other than the Involved Employees claims that they have become employed by the FITZ on the basis of clause 7:662 et seq. of the Dutch Civil Code. Such consequences are entirely for the account and risk of the Client.
5. The Client warrants that all amounts and fees relating to the employment of the Relevant Employees (including pension contributions) up to the date of transfer of the relevant undertaking have been paid in full or will be paid in full. The Client indemnifies FITZ against claims from Involved Employees regarding any amounts and fees still owed.
6. The foregoing provisions are without prejudice to all rights and claims FITZ has on the basis of any statutory or contractual provision.

Clause 25. Fees

1. Unless agreed otherwise in the Agreement, the activities of FITZ will be charged to the Client in advance on a monthly or semi-annual basis.
2. In deviation of article 3 paragraph 9 of the general part of the General Terms of Delivery, FITZ can annually index the rates for the BPO & Service services in accordance with the CBS (*Dienstenprijzen; commerciële dienstverlening en transport, index 2015=100, DPI:M*), whereby the index figure for the month of October is used.
3. In addition to paragraph 2 of this article, FITZ can adjust its rates if it believes that this is fair given the market situation, provided that this price adjustment is communicated to the Client in writing and is substantiated. If the Client has not lodged a motivated objection in writing within 14 (fourteen) calendar days after receipt of the announced price adjustment (the "Objection"), the price adjustment will take effect one month after notification.
4. If the parties do not succeed in mutually agreeing to new rates within 30 (thirty) calendar days after receipt of the Objection, the Client will be entitled to terminate the Agreement (in writing) by the end of the then current calendar year, provided that a notice period of at least 3 (three) months must be observed.

Clause 26. Term and termination

1. Unless agreed otherwise in the Agreement, the Agreement is entered into for a period of 3 (three) years, after which the Agreement is tacitly renewed each time by 3 (three) years, unless a Party has notified in writing no later than 3 (three) months before the end of the then current period to terminate the Agreement.
2. If the Agreement is terminated, FITZ will ensure a proper transfer to the Client (or a party appointed by the Client) of the files processed by it. FITZ is entitled to charge costs for the work related to the proper transfer to the Client (or a party appointed by the Client). FITZ is entitled to demand security for payment of these costs, for example by requiring that they are paid (in whole or in part) before the transfer of the files.

Additional conditions Digital Solutions

Clause 27. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless explicitly deviated therefrom below:

1. **Digital Solutions Software:** Digital customized tools and/or Robotic Process Automation that is provided to the Client through a license for the duration of the Agreement to make administrative processes more efficient and reliable.
2. **Robotics Process Automation (RPA):** the automated execution of repetitive, structured, frequently occurring business processes by means of scripts, replacing part of the work which is performed by personnel.
3. **Support Agreement:** the agreement, which is an integral part of the License Agreement and/or the Development Agreement in which the Parties agree about the support to be provided by FITZ to the Client when using the Digital Solutions Software and the maintenance thereof. The service levels are also included therein. Where the general part of these General Terms of Delivery refers to 'Agreement', it also refers to the Support Agreement.
4. **Development Agreement:** the agreement in which the Parties have made arrangements about the Digital Solutions Software that FITZ develops, whether or not specifically for the Client, and licenses to the Client. Where the general part of these General Terms of Delivery refers to 'Agreement', it also refers to the Development Agreement.
5. **License Agreement:** the agreement in which the Parties have made arrangements about the Digital Solutions Software that FITZ licenses to the Client. Where the general part of these General Terms of Delivery refers to 'Agreement', it also refers to the License Agreement.
6. **Documentation:** the information that includes a description of the operation of the Digital Solutions Software and associated system specifications.
7. **Error:** a defect of the Digital Solutions Software that results in it not functioning in accordance with the specifications, and in the output of the Digital Solutions Software not being properly delivered.
8. **License Fee:** the fee that the Client must pay to FITZ for the use of the Digital Solutions Software.
9. **New Version:** a subsequent version of the Digital Solutions Software containing mainly new or changed functionalities, whether or not released under a different name.
10. **Update:** a new release of the Digital Solutions Software, in which known Errors have been removed and/or a limited improvement or expansion of the existing functionalities has been made.

Clause 28. License Agreement

1. FITZ grants the Client a license to use the Digital Solutions Software within its own organization during the agreed term and against payment of the License Fee.
2. The License Fee, any other fees due and the invoicing schedule are further specified in the License Agreement (or an appendix thereto).
3. FITZ will make the Digital Solutions Software available within 7 days after receipt of the agreed License Fee.
4. The Client subsequently carries out a limited acceptance test. If the Client determines that the Digital Solutions Software functions in accordance with the Documentation, the Client will notify FITZ in writing that the Digital Solutions Software has been accepted. If the Client has not informed FITZ within 14 days of the provision, the Client is deemed to have accepted the Digital Solutions Software.
5. If FITZ releases a New Version, it will also be offered to the Client. If the Client accepts this offer, the arrangement previously made will apply to the New Version.
6. The risk of loss of or damage to the Digital Solutions Software or other licensed goods and/or licensed files passes to the Client at the moment the license is made available to the Client or to a third party authorized by the Client.

Clause 29. Term and termination License Agreement

1. The License Agreement enters into force on the date as specified in the License Agreement (or an appendix thereto) and is entered into for a period of 1 year.
2. The term is tacitly renewed each time by a period of 1 year, unless the other Party terminates the License Agreement in writing no later than 3 months prior to the date of renewal.
3. Upon the termination of the License Agreement for whatever reason, the Client will cease using the Digital Solutions Software on the termination date and return (all copies of) the Digital Solutions Software and Documentation immediately to FITZ, or the Client will demonstrably remove the software from its systems.

Clause 30. Support Agreement

1. The Client can close a Support Agreement relating to the Digital Solutions Software with FITZ, which will become part of the License Agreement and/or Development Agreement in the form of an appendix.

Clause 31. Conditions of use

1. The Client is permitted to load, display, execute or store the Digital Solutions Software, insofar as this corresponds with the intended use of the Digital Solutions Software.
2. The Client is entitled to keep or make back-up copies of the Digital Solutions Software for temporary use or for security purposes.
3. The license of the Digital Solutions Software is subject to the following restrictions:

- a. the Client is not permitted to allow third parties to use the Digital Solutions Software and the Documentation or to use them for the benefit of third parties;
 - b. the Client is not permitted to change or amend the Digital Solutions Software and the Documentation;
 - c. the Client is only permitted to use the Digital Solutions Software and Documentation for internal use. Further disclosure and/or duplication of the Digital Solutions Software and/or Documentation is not permitted;
 - d. the Client is not permitted to reverse engineer the source code of the Digital Solutions Software. If the Client needs information to allow the Digital Solutions Software to interoperate with other software of the Client or third parties, the Client will request the required information in writing and substantiating the reason thereof. FITZ will then inform the Client within a reasonable period of time whether FITZ will share the requested information and the conditions under which it is shared;
 - e. the Client is not permitted to remove any indication regarding copyrights, trademarks, trade names or other (intellectual) property rights from the Digital Solutions Software and/or the Documentation.
4. FITZ is entitled to investigate whether the Client uses the Digital Solutions Software in a manner which is in accordance with the applicable conditions. The Client will cooperate with such an investigation.

Clause 32. Warranty

1. FITZ warrants that the Digital Solutions Software can operate under normal use in accordance with the Documentation for 6 months after it has been made available to the Client.
2. During the warranty period, the Client is entitled to the free repairment of Errors. Repairment can also be done through a problem-avoiding restriction or by providing an Update. Recovery will take place as soon as possible.
3. The warranty as set out in this clause lapses if and insofar as FITZ demonstrates that the relevant Errors have arisen due to the repairment, maintenance or changes carried out by or on behalf of the Client.

Clause 33. Source code

1. At the Client's request, FITZ will make an escrow arrangement with an independent escrow agent under conditions that are customary in the sector regarding the deposition of the source code of the Digital Solutions Software. This agent releases the source code if FITZ goes bankrupt. The costs for such escrow arrangement shall be borne by the Client.

Additional conditions Improvement Center

Clause 34. Additional definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms and conditions, unless explicitly deviated therefrom below:

1. **Improvement Center:** the physical location at FITZ's head offices where Consultants solve functional management question for the Client on the basis of the agreed Support Agreement. In addition to software knowledge, these Consultants have extensive knowledge in the field of payroll and process optimization.
2. **Support Agreement:** the agreement in which the Parties agree about the requested support of the Improvement Center from the Client. This also specifies the service levels depending on the acquired service package. Where the general part of these General Terms of Delivery refers to 'Agreement', this also refers to the Support Agreement.

Clause 35. Services Improvement Center

1. FITZ aims to provide the Client with an estimate of the number of hours that the Improvement Center needs to solve/set up the requested issue on the same day of the request thereto.
2. When the activities of a request for advice from the Client are estimated to take more than 4 hours, the request is regarded as Consultancy and a Consultant can come to the location of the Client at a Rate to be agreed upon which depends on the issue.
3. Each month, the Client receives a report stating how many hours have been used and what they were spent on. Unused hours at the end of the year will be forfeited by the Client and cannot be relied on anymore.
4. An estimate of hours is made in the quote. The offer is an inseparable part of the Support Agreement. The hour estimate is made as concrete as possible with the information available. This remains an estimation at all times, which means that the actual hours may differ. In the event of major deviations from or scope increases, the Parties will enter into discussion.

Clause 36. Term and termination

1. The Support Agreement enters into force on the date as specified in the Support Agreement (or an appendix thereto) and is entered into for a period of 1 year.
2. The term is tacitly renewed each time by a period of 1 year, unless a Party terminates the Support Agreement in writing no later than 3 months prior to the date of renewal.

Clause 37. Fees and invoicing conditions

1. Invoicing takes place in advance on an annual basis.
2. If applicable, invoicing of any Consultancy based work takes place weekly in arrears on the basis of subsequent calculation in accordance with the provisions of the section of the General Terms of Delivery that relate to Consultancy.

Additional conditions Recruitment & Selection

Clause 38. Additional Definitions

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms unless explicitly deviated from below:

1. **Employment Agreement:** the employment agreement based on Article 7:610 of the Dutch Civil Code between the Candidate and the Client.
2. **Candidate:** the natural person recruited and selected by FITZ on behalf of the Client in accordance with the Engagement Confirmation.
3. **Engagement Confirmation:** the agreement for services between the Client and FITZ under which FITZ provides Recruitment & Selection Services.
4. **Gross Annual Income:** the annual salary agreed between the Candidate and the Client, converted to a 40-hour workweek (even if the Candidate works fewer hours), including vacation pay.
5. **Fee:** the fee agreed upon in the Engagement Confirmation as a percentage of the Gross Annual Income per Candidate, payable to FITZ by the Client when the Client directly or indirectly enters into an Employment Agreement or any other type of agreement with the Candidate.
6. **Recruitment & Selection Services:** the services provided by FITZ in which they make efforts to recruit and select one or more Candidates for the Client, with the aim of establishing an Employment Agreement between the Client (including any affiliated enterprise) and the Candidate.

1.1 Clause 39. Execution of Recruitment & Selection Services

1. FITZ will use its knowledge of the labor market to search for a suitable Candidate in accordance with the Engagement Confirmation. FITZ will make efforts to present one or more Candidates to the Client, but cannot guarantee the suitability of the presented Candidate. If no suitable Candidate is found, or if a suitable Candidate has already accepted another offer, FITZ is not obligated to compensate the Client for any damages.
2. Despite the due diligence exercised by FITZ during the Recruitment & Selection Services, the Client is not exempt from its duty to conduct its own assessment of the suitability of the proposed Candidate before entering into an Employment Agreement with them.
3. The Parties will keep each other informed of progress and developments related to a Candidate within short periods.

1.2 Clause 40. Exclusivity

1. If the Parties agree that FITZ has the exclusive right to recruit Candidates, this means that candidates from the Client's network and/or through the Client's own recruitment channels will be offered to FITZ and included in the selection process under the Engagement Confirmation.

1.3 Clause 41. Fee

1. The Fee is due when the Client directly or indirectly enters into an Employment Agreement or any other type of agreement with the Candidate, whether through third parties or not.
2. Additional agreed-upon expenses incurred by FITZ in addition to the Fee will be invoiced in accordance with the terms set out in the Engagement Confirmation. In the absence of invoicing arrangements, these expenses will be billed to the Client on a monthly basis.
3. If the Client cancels the Engagement Confirmation, puts it on long-term hold, does not proceed with it, or modifies its essential characteristics, any costs already incurred, such as the Candidate's travel and accommodation expenses and publicity and advertising costs, will be billed to the Client. A change in essential characteristics of an engagement is defined as making changes to elements of the task given to FITZ that, in the opinion of FITZ, create a new task.
4. If an Employment Agreement or any other type of agreement between the Candidate and the Client is established indirectly or directly within 12 months of the Candidate's introduction, introduction, or refusal, the Client is liable for the Fee. If the Parties have not predetermined a Fee, the compensation will be calculated based on FITZ's reasonable judgment using the information known to FITZ and its current rates.

Additional conditions Training

1.4 **Clause 42. Additional Definitions**

Definitions used in the general part of the General Terms and Conditions also apply to these additional terms unless explicitly deviated from below:

1. **Participant:** an individual participating on behalf of the Client in a Training Program.
2. **Training Program:** one or more training courses offered by FITZ to one or more Participants. This includes classroom training, on-site training, e-learning, webinars, and seminars.

1.5 **Clause 43. Services**

1. FITZ offers Training Programs to its clients for the benefit of their Participants. The Client acknowledges that FITZ is not an educational institution.
2. The content, duration, purpose, and costs of a Training Program are specified in the relevant Agreement.
3. Training Programs are subject to adequate enrollment, as reasonably determined by FITZ. If a Training Program cannot proceed due to insufficient Participants, those already registered will be informed in writing at least one week before the start of the program, and FITZ will establish an alternative date.
4. Upon successful completion of a Training Program by a Participant, FITZ provides the relevant Participant with a certificate of participation.
5. A Participant is responsible for preparing for a Training Program, including the necessary technical preparations for online training. If a Participant has not completed the (previously communicated) necessary technical preparations at the start of an online training, the Participant will not be able to participate in the training, and no right to a refund will apply.

1.6 **Clause 44. Invoicing Conditions**

1. Unless otherwise agreed, FITZ will invoice the fee for a Training Program in advance. Costs incurred by FITZ with third parties for the Training Program, including any costs for renting an external location, using facilities, and catering, will be invoiced separately to the Client.

1.7 **Clause 45. Changes or Cancellation by FITZ**

1. FITZ reserves the right to make changes to training content, dates, locations, and any other training specifications as necessary or to cancel a Training Program or part of it (e.g., due to illness of a trainer).
2. In the event of cancellation of a Training Program or part of it by FITZ, FITZ will inform the Client in advance, and the Parties will make efforts to find an

alternative. If no alternative is found, FITZ will not charge the Client for the Training Program or the relevant part, and the Client is entitled to a refund of the amounts already paid. If no alternative is found for a part of a Training Program, the Client is entitled to a refund of that part only.

1.8 Clause 46. Cancellation by the Client or Participants

1. The Client can cancel a Training Program free of charge up to 4 weeks before the start of the Training Program, or earlier if the learning environment is made accessible, by confirming this in writing to FITZ. In that case, FITZ will not charge any costs for the Training Program. Any costs already incurred with third parties will be invoiced separately to the Client.
2. In the event of cancellation by the Client of a Training Program within 4 weeks before the start of the Training Program, or earlier if the learning environment is made accessible, or during the course itself, Quoratio will charge the full costs to the Client.
3. If a Participant does not attend a Training Program or a part of it, this does not lead to any refund or the right to make up the Training Program or a part of it free of charge.

1.9 Clause 47. Copyright and Usage Rights

1. All training materials and additional documentation provided or made available by FITZ in connection with any Training Program are protected by copyright and may not be reproduced, provided to third parties, or disclosed in any form without the express written permission of FITZ. A Participant is allowed to keep one copy of the training materials for personal use. The Client and Participants are not allowed to reproduce the materials or parts thereof, disclose them, provide them to third parties, or use them in any way other than agreed upon. The Client will take reasonable security measures to prevent them from breaching the obligations mentioned above, and they will ensure that the Participants also make efforts to comply.
2. The Participant is granted a non-exclusive, non-transferable right to use the software products that may be used during the Training Program. This right ends upon the completion of the Training Program. The Participant is not allowed to reproduce the mentioned software products or parts thereof and/or provide them to third parties.

