

1 Definitions

In these General Terms and Conditions, the following terms are defined as follows:

1.1 **Agreement:** the agreement between the consultant and the client with regard to the provision of services.

1.2 **Client:** the party who has entered into the agreement and is purchasing the services.

1.3 **Consultant:** RadarGroep B.V., also the service provider and the party performing the contract.

1.4 **Services:** carrying out work relating to policy organisational advice, research, evaluation and result measurement, implementing policy and organisational changes, developing methodologies and work concepts, educating, training and coaching (public) professionals, deploying interim staff, etc.

2 Scope

2.1 These General Terms and Conditions form an integral part of all contracts for services, concerning the performance of work to be carried out by the consultant and all ensuing and/or related agreements between the client and the consultant or their legal successors, as well as all offers and/or quotations made by the consultant.

2.2 All quotations made by the consultant are without obligation, unless expressly stated to the contrary in an individual written quotation. A quotation is valid for 60 days after it has been sent, unless otherwise agreed in writing.

2.3 The rates listed in the quotations exclude the surcharge for travel time, travel expenses and VAT, unless otherwise agreed in writing.

2.4 Any provisions that differ from these General Terms and Conditions will only be valid if and insofar as the consultant has explicitly confirmed these to the client in writing.

2.5. If any provision that is part of these General Terms and Conditions or the agreement is voided or nullified, the remainder of the agreement will remain in force and the relevant provision will be replaced automatically, in consultation between the parties, by a provision which approximates as closely as possible the purpose and intent of the original provision.

2.6 These General Terms and Conditions also apply to all agreements concluded with the consultant, for the performance of which the consultant uses the services and/or work of third parties.

3 Conclusion of the agreement; additions and amendments

3.1 The agreement is concluded by the consultant's acceptance in writing. The consultant is entitled to verify the accuracy of the required information provided by the client. Furthermore, the consultant is entitled to reject an application to enter into an agreement, for instance on the basis of information it has obtained regarding the client's creditworthiness or payment behaviour. The consultant is not liable for any losses resulting directly or indirectly from such a rejection.

3.2 If and insofar as it appears necessary for the proper performance of the agreement to amend and/or make additions to the work to be carried out, the parties will revise the agreement in good time and in mutual consultation.

3.3 If the amendment or addition to the agreement has financial and/or qualitative consequences and/or the initially agreed deadline is changed as a result of this amendment or addition, the consultant will inform the client in writing in advance.

3.4 Amendments and/or additions to these General Terms and Conditions will be binding on the client as soon as they have been communicated in writing to the client by the consultant. If amendments and/or additions are to the disadvantage of the client, the client is entitled to terminate the agreement by giving written notice to the

consultant during the period of one month after such amendments and/or additions become binding, observing a notice period of at least 14 days. The amendments and/or additions will remain applicable until the agreement is terminated.

4 Data and information

4.1 The consultant is only obliged to perform or continue to perform the contract if the client has provided all the data and information requested by the contractor, in good time and in the format and manner specified by the consultant. Any additional costs incurred as a result of the client's failure to supply the data or information required, or not supplying it in a timely or proper fashion, will be borne by the client.

4.2 The client is obliged to inform the consultant immediately of any facts and circumstances that may be relevant to the performance of the contract.

4.3 The client guarantees the accuracy, completeness and reliability of the data and information provided to the consultant either by the client or on the client's behalf.

4.4 If any information necessary for the performance of the contract has not been made available to the consultant in good time or has not been made available in full, the consultant will be entitled to suspend the performance of its obligations.

5 Performance of the contract

5.1 The consultant will endeavour to perform the agreed work to the best of its ability and as a professional acting with due care and attention; however, the consultant cannot guarantee it will achieve the intended result.

5.2 The consultant determines the manner in which the contract will be carried out and the people who will be tasked with its performance, while respecting the client's wishes as much as possible.

5.3 If and to the extent required for the proper performance of the agreement, the consultant is entitled to engage third parties to perform work. Before any third parties perform any work in the context of this agreement, the client will be informed by the consultant in writing, unless the engagement of third parties cannot be delayed due to urgency.

5.4 If the parties have agreed to the agreement being carried out in phases, the consultant can suspend performance of those parts belonging to a subsequent phase until the client has approved the results of the previous phase in writing.

6. Duration and implementation period

6.1 The agreement is entered into for the period stated in the quotation, unless the parties have explicitly agreed otherwise in writing.

6.2 Time frames by which work must be completed are only final deadlines if agreed in writing. The agreement cannot be dissolved by the client on the grounds of a missed deadline, unless it has been established that it is permanently impossible to carry out the work.

7 Cancellation and termination of the agreement

7.1 Once the parties have entered into an agreement, it can no longer be cancelled. If the client decides to cancel the agreement, the consultant will charge 50% of the agreed fee.

7.2 The consultant is entitled to cancel a contract, if circumstances beyond its control, e.g. if the client goes bankrupt or enters into a payment arrangement or if the client's movable or immovable property is seized, prevent the proper performance of the contract.

8 Confidentiality

8.1 The parties have a confidentiality obligation for the data and information they have exchanged vis-à-vis third parties who are not involved in the performance of the assignment. This obligation does not apply insofar as the consultant is subject to a statutory or professional

disclosure obligation or if the client has released the consultant from its confidentiality obligation.

8.2 If the consultant acts on its own behalf in disciplinary, civil or criminal proceedings, the consultant is entitled to use the data and information supplied by or on behalf of the client, as well as other data and information of which the consultant has become aware during the performance of the contract, insofar as the consultant reasonably believes such data and information could be relevant.

8.3 The client is not permitted to publish or otherwise make the content of the consultant's advice, opinions, written or otherwise, available to third parties except with the consultant's express prior written consent. This does not apply if the agreement directly allows the consultant to obtain an expert's opinion regarding the work to be performed, or if the client has a statutory or professional disclosure obligation or if the client is acting on its own behalf in disciplinary, civil or criminal proceedings.

9 Intellectual property

9.1 All rights regarding intellectual property developed or used by the consultant during performance of the contract, including reports, advice, designs, sketches, drawings, software, contracts, etc., belong to the consultant, unless they already belong to third parties.

9.2 The client is not permitted to reproduce, publish or exploit the intellectual property or copies captured on data carriers, either together with or by engaging third parties, nor to disclose the intellectual property to third parties without the consultant's express prior written consent, notwithstanding the provisions of article 8.

9.3 The consultant reserves the right to use and disclose the information acquired during performance of the work for other purposes, provided that confidential information is not disclosed to third parties.

9.4 The client is not permitted – neither during the contract nor for at least one year after termination of the contract – to approach employees of RadarGroep to solicit them as potential employees or independent freelancers (in cases where a former employee of RadarGroep has started working as an independent freelancer within one year of leaving), with the speculative aim of employing them or engaging them to carry out assignment(s) for the client as an independent freelancer in any position whatsoever, unless this is done in proper consultation with and with the written consent of the board of RadarGroep.

10 Obligations of the client

10.1 Agreements are entered into by the consultant on the condition that the client proves to be sufficiently creditworthy.

The consultant is entitled to require the client to provide sufficient security to cover its obligations vis-à-vis the consultant.

10.2 The consultant's claims against the client are immediately due and payable in the following cases:

- If the consultant has good reason to fear that the client will not fulfil its obligations, after it has concluded the agreement;
- If, despite repeated requests by the consultant, the client has not provided sufficient security at the time of concluding the agreement and this security is not forthcoming;
- If the client fails to fulfil its payment obligation on time.

10.3 In the situations referred to in the previous paragraphs of this article, the consultant is entitled to suspend further performance of the agreement or to terminate the agreement, whereby the foregoing is without prejudice to the consultant's right to claim full compensation.

10.4 If the consultant has made planning agreements with the client for performance of the contract, such as interviews, workshops and training sessions, and the

client fails to comply with these planning agreements, the client will be liable for all resulting costs incurred by the consultant. If the client suspends work within 10 working days, the compensation will amount to a maximum of 100% of the planned work. If the client suspends work within 20 working days, the compensation owed to the consultant will amount to 50% of the planned work.

11 Fees

11.1 If the duration of a contract is less than 30 days or less than €5,000, the amount agreed on in the quotation will be charged in full on completion of the contract.

11.2 If the duration of a contract is more than 30 days but less than 12 months or more than €5,000 but less than €50,000, 50% will be charged at the start of the contract and 50% upon completion thereof.

11.3 If the duration of a contract is more than 12 months or more than €50,000, 40% will be charged at the start, 40% halfway and 20% upon completion of the contract.

11.4 If a fixed fee has not been agreed, the fee will be determined on the basis of hours actually worked. In this case, the fee will be calculated in accordance with the consultant's hourly rates as listed in the quotation, and the hours actually worked are invoiced on a monthly basis.

11.5 The fees include all business expenses, excluding the surcharge for travel time and travel expenses.

11.6 Normal expenses as well as travel and accommodation expenses abroad will be charged separately on a cost price basis.

12 Payment

12.1 Payment must always be made within 30 days of the invoice date without any discount or offsetting. The consultant reserves the right to apply a shorter payment term for the provision of services to a particular client.

12.2 All costs, such as judicial and extra-judicial costs, incurred by the consultant as a result of the client's failure to pay, are borne by the client.

Extrajudicial collection costs are calculated by the consultant in accordance with the 'BGK-integraal 2013 Report' and the Debt Collection Costs Act (WIK) and the Debt Collection Costs Decree (BIK).

13 Liability

13.1 The consultant is liable vis-à-vis the client for any shortcoming in the performance of the contract insofar as such shortcoming consists in a failure to exercise the due diligence and expertise which may be expected with regard to performance of the contract.

However, the consultant is not liable for:

- Any damage incurred by the client or third parties resulting from the provision by the client of incorrect or incomplete data/information to the consultant or otherwise resulting from an act or omission by the client;
- The damage incurred by the client or third parties resulting from an act or omission on the part of employees seconded by the consultant or contractors engaged by the consultant, even if these contractors are employed by an organisation affiliated with the consultant;
- Any trading losses or any indirect or consequential damage suffered by the client or third parties.

13.2 The exclusions of the consultant's liability, as listed in the first paragraph, will not apply if the damage results from intent or gross negligence on the part of the consultant.

13.3 Any liability, insofar as acknowledged by the consultant in writing, is limited to the amount that is paid out by the consultant's liability insurance policy in that particular case.

13.4 A claim for compensation must be submitted in writing to the consultant within three months of the date

on which the client discovered or reasonably could have discovered the damage, failing which the right to compensation will lapse.

13.5 The client is obliged to indemnify the consultant against all claims by third parties (including shareholders, directors, supervisory directors, employees of the client as well as affiliated legal entities and companies and others involved in the client's organisation) arising from or related to the consultant's activities, including acts or omissions by the consultant's employees, on behalf of the client, unless such claims result from intent or gross negligence on the part of the consultant.

14 Complaints

14.1 The consultant must be notified in writing of any complaints regarding work performed or the invoice amount within 14 days of the date of dispatch of the documents or information which are the subject of the client's complaint; alternatively, within 14 days of the defect having been discovered, if the client can demonstrate that it could not have reasonably discovered the defect earlier. Failure to respect this deadline will result in the lapse of all claims.

14.2 Making a complaint does not suspend the client's payment obligation, unless the consultant has informed the client in writing that it considers the complaint to be justified.

14.3 In the event of a valid complaint, the consultant will have the choice between adjusting the fee charged, improving or performing the work again free of charge, or ceasing all or part of the performance, whereby the client will receive a pro rata refund of the fee it has already paid.

14.4 In the event of a valid complaint whereby it is no longer possible to perform the agreed services, the consultant is only liable within the limits of article 13.

15 Limitation period

Unless otherwise provided for in these General Terms and Conditions, all the client's rights to bring a claim, for whatever reason, against the consultant in connection with performance of work by the consultant, will lapse in any case after one year from the time when the client became aware or could reasonably have become aware of the existence of these rights.

16 Applicable law and choice of forum

16.1 All agreements between the client and the consultant are exclusively governed by the law of the Netherlands.

16.2 Notwithstanding the provisions in the previous paragraph, the client and the consultant may decide on a different method of dispute settlement.