

# GENERAL TERMS AND CONDITIONS OF CANDID GROUP

## CHAPTER 1 GENERAL DEFINITIONS

**CANDID:** Candid Group B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated and organized under the laws of the Netherlands, having its registered office in Amsterdam, the Netherlands, with address at Werfstraat 350, 1033 SW Amsterdam, the Netherlands, registered with the Dutch trade register under number 34289214.

**Client:** the party that awarded the Assignment (*opdracht*) for the performance of Services.

**Contractor:** the legal entity that is a subsidiary and under the control of CANDID, which has been engaged to perform the Services and has signed the Agreement with the Client.

**Agreement, Assignment or Engagement:** the contract for services (*overeenkomst van opdracht*) between the Client and the Contractor, under which the Contractor undertakes to perform Services for the Client.

**Materials:** all information, records, documentation, reports, works, advice, software, source or computer codes or other materials, including analyses, presentations, designs, and quotations, developed or provided by the Contractor, CANDID or any of its subsidiaries in connection with an Assignment in either digital or hard-copy format;

**Services:** all services provided and activities performed under the Agreement concluded between the Client and the Contractor in accordance with these General Terms and Conditions.

## 1 SCOPE

**1.1 Applicability:** These General Terms and Conditions apply to all legal relationships between the Contractor and the Client concerning Services performed or to be performed by the Contractor for the benefit of the Client.

**1.2 Derogations:** Any derogations from these General Terms and Conditions will only be valid if and insofar as the parties have expressly agreed them in writing.

## 2 FORMATION OF AGREEMENT

**2.1 Formation:** The Agreement will be formed at the moment when the Contractor is again in possession of the engagement letter or the Agreement sent to the Client and co-signed for approval by the Client.

**2.2 Representation:** The engagement letter referred to in Article 2.1 above will be based on the information the Client has provided to the Contractor and will be deemed to be a correct and complete representation of what was agreed between the parties.

**2.3 Term:** The Agreement will apply for the term agreed between the parties. The Agreement will end when the Services are (early) terminated and/or have been completed. Specific term(s) within which the Services must have been completed are only to be deemed to be a final deadline if this has been agreed expressly and in so many words in writing in the Agreement.

**2.4 Electronic:** The parties are permitted to sign the Agreement and any and all adjustments to it electronically. In addition, each party will be permitted to sign a different copy of the same document.

**2.5 Amendments:** Any amendments to the Agreement must be signed off by both parties in writing.

## 3 INFORMATION

**3.1 Information provision by Client:** The Client will promptly provide the Contractor with, or arrange the provision of, all information, (auxiliary) materials and assistance (including access to documents, systems,

buildings and persons) which the Contractor believes it needs for the correct performance of the Agreement or is obliged to obtain pursuant to the law. The information must be provided in the format and in the manner requested by the Contractor. If the Client fails to provide the information, or to do so in good time, the Contractor will be authorized to suspend the (further) performance of the Agreement with immediate effect.

**3.2 Own initiative of Client:** Furthermore, the Client must, on its own initiative, provide the Contractor in good time with all information which the Client knows or should reasonably know to be important or useful for the correct performance of the Agreement.

**3.3 Reliable information by Client:** The Contractor may expect the information it has received to be correct, complete and reliable, even if it has been provided by third parties.

**3.4 Failure to provide information by Client:** If the performance of the Agreement is delayed because the Client fails to fulfil its obligations under Articles 3.1 and 3.2 above or because the information it has provided proves to be incorrect, incomplete or unreliable, any costs arising from this delay will be at the Client's expense and the Contractor will have the right to charge a fee for any resulting additional Services, while the Contractor will also be authorized to suspend the further performance of the Agreement with immediate effect.

**3.5 Responsibility of Client:** The Client will be responsible for any management decisions relating to the Agreement and the use and/or implementation of the outcomes of the Agreement, as well as for deciding whether the Agreement is appropriate to its purpose.

## 4 PERFORMANCE OF SERVICES

**4.1 Good contractor:** The Contractor will perform the Services in accordance with the arrangements made between the parties in the Agreement and these General Terms and Conditions, to the best of its knowledge and ability and with the due care befitting a good contractor. However, the Contractor does not guarantee that a particular result will be achieved. The Contractor will perform the Services as an independent contractor and not as an employee, agent or partner of the Client or in the form of a joint venture. The parties are not entitled, empowered or authorized in any way to bind the other party, unless agreed otherwise in writing.

**4.2 Manner of performance:** The Contractor will decide which person or persons from its organization will perform an Assignment, in which context the provisions of Sections 403(2), 404, 407(2) and 409, Book 7 of the Dutch Civil Code (*Burgerlijk Wetboek*) will not apply. The Contractor will also decide in what manner and with what means the Assignment will be performed.

**4.3 Outsourcing:** The Contractor is permitted to outsource parts of the Services in the context of the Agreement, either to other subsidiaries of CANDID or to other third party service providers. However, only the Contractor will be responsible towards the Client in respect of (the performance of) the Services and the other obligations based on the Agreement.

**4.4 Target Periods:** The periods stated by the Contractor for the performance of the Services will always be target periods, unless the parties have agreed otherwise in writing or it follows from the nature, substance or purpose of the Services that these periods are final deadlines.

**4.5 Supplementary instructions:** If any Services were carried out during the performance of the Agreement which are additional to or different from the instructions or the

Assignment, the notes relating to those Services in the Contractor's records will justify the presumption that those Services were carried out pursuant to supplementary instructions and falling under the Assignment, provided that those notes relate (among other things) to consultations held between the Contractor and the Client (partly) in relation to the aforesaid Services.

## 5 CONFIDENTIALITY

**5.1 Non-disclosure:** The parties may not disclose the content and the existence of the Agreement to third parties. The parties must observe secrecy and confidentiality in respect of all data obtained in connection with the performance of the Agreement which they know or should reasonably know to be confidential.

**5.2 Exclusions to disclosure:** In derogation from Article 5.1, however, each party will be permitted to disclose such information if this information: (i) is or becomes generally known due to causes other than non-compliance with the Agreement; (ii) is subsequently received by one of the parties from a third party which, insofar as the recipient is aware, does not have a duty of secrecy towards the disclosing party in respect of that information; (iii) was already known to the recipient at the time of its disclosure or was subsequently created independently; (iv) where necessary, is disclosed in order to enforce the rights of the recipient under the Agreement; (v) must be disclosed pursuant to the applicable legislation, the rule of law or professional regulations; (vi) is relevant in (legal) proceedings in which one of the parties acts on its own behalf.

**5.3 Use of information:** The Contractor may, with due observance of the applicable legislation, provide information from or about the Client to, obtain such information from and share such information with CANDID and its subsidiaries, and other service providers, which may subsequently collect, use, transfer, store or otherwise process this information for purposes relating to: (i) performance of the Agreement; (ii) compliance with the supervision requirements and statutory obligations applicable to the Contractor; (iii) prevention of conflicts of interest; (iv) risk management and quality assessments of and by the Contractor and CANDID; (v) internal accounting and administrative purposes of the Contractor and CANDID; (vi) improvement of existing services and development of new services by the Contractor and CANDID; (vii) IT purposes, including untraceable and anonymized use in the context of the preparation, pursuit or maintenance of best practices, statistics, research and/or benchmark studies.

**5.4 Period:** The duties of secrecy and non-disclosure arising from the Agreement will remain in force for an indefinite period after the termination of the Agreement.

## 6 INTELLECTUAL PROPERTY

**6.1 No transfer:** The performance of the Agreement by the Contractor will not also entail a transfer of intellectual property rights held by the Contractor. Any and all intellectual property rights arising during or resulting from the performance of the Agreement will be vested in the Contractor insofar as these rights do not (also) accrue to third parties. Any and all intellectual property rights already vested in the Client prior to the Agreement will remain vested in the Client.

**6.2 Use of IPR:** Unless determined otherwise in the Agreement, the Contractor grants the Client a right of use with a view to the copyrights, database rights and/or other intellectual property rights that may be exercised - at any location and time - in relation to the results of the Services carried out. This right of use comprises all use of the Materials and of the Services within the limits of the purpose for which and the persons for whom these Materials were

prepared. The use of the Materials and Services for a purpose other than set out in the Agreement, and their disclosure to persons other than those for whom these results were prepared in accordance with the Agreement, will only be permitted with the Contractor's written consent. The Contractor will grant the Client the right of use under the Agreement free of charge at the moment when this right arises.

## 7 FEE

**7.1 Calculation:** The fee for the Services to be carried out pursuant to the Agreement will be calculated on the basis of the time spent on those Services multiplied by the hourly rate applied by the Contractor, or in accordance with what the parties agreed on this point in the Agreement, and will exclude VAT. Unless the parties have agreed otherwise, costs incurred in the context of the Agreement – including overhead and travel expenses and other out-of-pocket expenses, as well as the costs of any third parties involved in the performance of the Agreement – will not be included in the fee and will be charged to the Client separately. The fee will be owed to the extent that the Services have been carried out. The fee being owed will not depend on the results of the Services carried out pursuant to the Agreement.

**7.2 Adjustment:** If there is a change in wages and/or costs after the formation of the Agreement but prior to the completion of the Assignment, the Contractor will be authorized to adjust the fee accordingly.

**7.3 Price indexation:** The Contractor may annually increase as per 1 January of each year the fee or budget agreed on the basis of the services price index for the year the Services started to be performed (Service start=100) as determined and published by Statistics Netherlands (*Centraal Bureau voor de Statistiek, CBS*), unless determined otherwise in the Agreement.

**7.4 Periodic invoicing:** The fee, increased where applicable by expenses and invoices from third parties involved in the performance of the Agreement, will be charged to the Client periodically and in principle on a monthly basis, unless parties determine otherwise in the Agreement.

## 8 PAYMENT AND INVOICING

**8.1 Currency and Term:** The Client must effect payment in Dutch currency or for Clients having their principle place of business in the UK and if the Contractor is a UK legal entity, in the UK currency, within thirty (30) days of the invoice date, without any deduction, discount or set-off, through a payment into or transfer to a bank account to be specified by the Contractor, unless parties have agreed otherwise in writing.

**8.2 Interest:** If the Client fails to pay within the period referred to in Article 8.1, the Contractor is authorized, without notice of default and without prejudice to the Contractor's other rights, to charge the Client interest at the applicable statutory commercial rate (*wettelijke handelsrente*) over the period from the payment deadline as referred to in Article 8.1 until the date on which payment is made in full.

**8.3 Collection costs:** All judicial and extrajudicial (collection) costs incurred by the Contractor in connection with the Client's failure to fulfil its payment obligations, or to do so in time, will be at the Client's expense.

**8.4 Security:** The Contractor is authorized at all times to request a reasonable advance payment or (additional) security from the Client for the fulfilment of the latter's payment obligations. If the Client fails to comply with this request, or to do so in good time, the Contractor will be entitled, without prejudice to its other rights, to suspend the (further) performance of the Agreement with immediate

effect, whereby all amounts owed by the Client to the Contractor on whatever grounds will become immediately due and payable.

**8.5 Multiple Clients:** If the Assignment is awarded by multiple Clients jointly, they will be jointly and severally liable for meeting the payment obligations arising from the Agreement if and when the Services are performed for them jointly.

**8.6 Retention:** The Contractor is authorized to hold back documents, works, materials or records in the broadest sense, produced, created or modified for the benefit of the Client until the Client has paid all the amounts owed to the Contractor in connection with the performance of the Agreement or the (early) termination of the Agreement, except if and insofar as the Client's interest outweighs that of the Contractor.

**8.7 Period:** If the Client has any queries, complaints or wishes to submit a claim concerning the invoice amount and/or the associated Services performed by the Contractor, it must submit these to the Contractor in writing within thirty (30) days of the date of the invoice relating to the matter it wishes to query or claim, or within thirty (30) days of detecting the matter it wishes to query or submit a claim for. In the latter case, the Client must demonstrate that it could not reasonably have detected the matter it wishes to query or claim any earlier.

**8.8 No suspension or set-off:** The Client is not authorized to suspend or set-off its payment obligations on account of queries, complaints or claims. However, if and insofar as the Contractor considers the Client's query, complaint or claim to be justified, the Contractor is authorized, at its discretion, to adjust the invoice amount, to rectify or repeat the Services concerned, or to refund a part of the fee already paid without performing the Services any further.

**8.9 Lapse:** If the Client fails to submit its query or claim within the periods specified in this Article, all its rights and claims on whatever grounds in respect of the matter it queried, claimed or could have queried or claimed within that period will lapse.

## 9 LIABILITY

**9.1 Scope:** The Contractor is only liable for losses sustained by the Client (and any parties affiliated to the Client for whose benefit Services are performed) which are the direct result of an imputable failure (*toerekenbare tekortkoming*) in the performance of the Agreement (breach of contract or *wanprestatie*) or a wrongful act (*onrechtmatige daad*), or otherwise pursuant to applicable law. The Contractor's aforesaid liability will be limited to the amount of the fee charged by the Contractor to the Client for carrying out the Services which caused the loss, whereby only the fee will be taken into account which relates to the last six (6) months in which those Services were performed and is at all times limited to the amount that the insurer is willing to pay out in the case concerned. CANDID nor any of its other subsidiaries, other than the Contractor, can be held liable by the Client for any Services or obligations or a failure thereof under the Agreement or otherwise in any way. The Contractor nor CANDID is liable for consequential or indirect damages or losses, including but not limited to damages due to late delivery, loss of profit or loss of savings, loss of revenue, loss of goodwill or reputation, loss or damage to data or similar losses.

**9.2 Information:** The Contractor will not be liable for losses sustained because (i) the Client failed to fulfil its obligation to provide information under Articles 4.1 and 4.2, or because (ii) the information provided by the Client turned out to be inaccurate, incomplete or unreliable.

**9.3 Force majeure:** The Contractor will not be required to fulfil any obligation towards the Client if it is prevented from

doing so by a circumstance which is not its fault or a circumstance which should not be at its expense pursuant to the law or common opinion. For the purposes of these General Terms and Conditions, force majeure, as well as having the meanings assigned to it by applicable statutory law and case law, is understood to mean all external causes, whether foreseen or unforeseen, which are beyond the Contractor's control but which prevent the Contractor from fulfilling its obligations. These include work strikes at the Contractor's business, that of third parties or that of the Client. The Contractor will also have the right to invoke force majeure if the circumstance preventing (further) performance of the Agreement commences after the Contractor should have fulfilled its obligation. If the force majeure lasts longer than forty five (45) days the Contractor is entitled to terminate the Agreement for the part which it cannot perform. The parties shall not be entitled to compensation for any damage suffered or to be suffered as a result of the termination of the Agreement in relation to force majeure.

**9.4 Fair share:** If the Contractor, either under the Agreement or otherwise in connection with the Services, is liable towards the Client (or towards any other parties affiliated to the Client for whose benefit Services are performed) for losses to which other persons contributed as well, the Contractor will not be jointly and severally liable but will be liable at most for an equal share with those other persons. The Contractor's liability will be limited in any case to the part of the total loss that can in fairness be attributed to the Contractor, based on the extent to which the circumstances attributable to the Contractor contributed to the loss.

**9.5 Mitigation:** The Contractor will always be authorized to limit, mitigate or undo the Client's losses as much as possible, in which the Client will fully cooperate.

**9.6 Indemnity:** The Client indemnifies the Contractor against third-party claims regarding losses sustained by those third parties which relate to or arise from the Services performed by the Contractor, unless the Contractor is liable for such losses towards the Client under the provisions of this Article.

**9.7 Period:** The Client will no longer be able to invoke a defect or shortcoming in the performance of the Services if it has not protested to the Contractor in writing within a period of three (3) months after it detected or could reasonably have detected the defect or shortcoming.

**9.8 Recourse:** The Client will exercise its rights of claim and recourse (if any) relating to the Services or otherwise arising from the Agreement, including losses and damages, only against the Contractor and not against CANDID or any of its other subsidiaries, other than the Contractor, nor against CANDID's (directors of) shareholders, directors, officers, partners or employees. CANDID or any of its subsidiaries, other than the Contractor or its (directors of) shareholders, directors, officers, partners or employees cannot be held liable by the Client for any claim for Services, obligations under the Agreement, damages or losses or otherwise in any way.

## 10 TERMINATION

**10.1 Indefinite duration and early termination:** If the Agreement is of an indefinite duration (*onbepaalde tijd*), each party is authorized at all times to terminate (*opzeggen* or *beëindigen*) the Agreement, with due observance of a notice period (*opzegtermijn*) that is reasonable under the circumstances and save for any damages incurred, if any. If the Client wishes to early terminate the Agreement of indefinite duration without cause it has a minimum notice period of three (3) months. If there is a material breach of contract (*materiële tekortkoming in de nakoming*) and such breach is not substantially remedied to the satisfaction of

the other party within a period of forty five (45) days after written notice is given, the Agreement of an indefinite duration is terminated after aforementioned period.

**10.2 Specific duration:** If the Agreement is of a specific duration (*bepaalde tijd*), it cannot be terminated before the end of that period, unless (i) there are serious reasons (*gewichtige redenen*) for the Contractor to terminate the Agreement early; or (ii) parties agree otherwise in writing and subject to the provisions of Articles 10.3, 10.4 and 10.5 below.

**10.3 Immediate termination:** The Contractor may terminate all or part of the Agreement in writing with immediate effect, if (i) the Contractor establishes in reasonableness and fairness that it is no longer able to carry out the Services in accordance with the applicable legislation or the applicable rules of conduct, or if (ii) information comes to light after the acceptance or continuation of the Assignment which, had it been known to the Contractor at the time of the acceptance or continuation of the Assignment, would have caused the Contractor not to accept or continue the Assignment, or to accept or continue it in amended form, unless the Contractor is able to adjust the Agreement with the Client in an adequate manner, or if (iii) a change of control occurs of the Client, after which the Contractor is no longer able to carry out the Services for reasons of a potential or actual conflict of interest with other clients of CANDID and its subsidiaries. Notice must be given in writing.

**10.4 Insolvency:** In the event that the Client is wound up, in liquidation, declared bankrupt, granted a suspension of payments or part of a substantial debt restructuring, the Contractor may terminate the Agreement with immediate effect and the amounts owed by the Client are immediately due and payable.

**10.5 Credit insurance:** The Contractor may terminate the Agreement on seven (7) days' written notice, if the Contractor is unable to obtain or maintain credit insurance with respect to the Client and/or the Client is unable or unwilling to make an advance payment or provide other appropriate guarantees. The parties agree that during the aforementioned period, the Contractor shall be entitled to automatically suspend all of its obligations under the Agreement, without being obliged to pay any compensation to the Client.

**10.6 Payment until termination:** If the Agreement is terminated early, the Client will be obliged to pay the fee owed up to the termination of the Services in full, increased where applicable by the costs referred to in Article 8 and costs of third parties or outsourcing used in the Assignment, without any right of set-off.

**10.7 No rescission or annulment:** Except as explicitly provided for in writing in the Agreement, each party excludes or irrevocably waives (*afstand doen van*) the right to rescind (*ontbinden*) or annul (*vernietigen*) the Agreement in whole or in part, to invoke Section 6:265 et seq. of the Dutch Civil Code in whole or in part by way of an out-of-court declaration (*buitengerechtelijke verklaring*) or to seek or demand the rescission or annulment in whole or in part of the Agreement in court. Furthermore, parties waive their rights, if any, in whole or in part to seek the alteration of the Agreement pursuant to Section 6:230 of the Dutch Civil Code.

**10.8 Return:** Upon an early termination or end of the Assignment, all material, documents and records that relate to the Contractor or CANDID or any of its subsidiaries that were furnished to the Client in connection with the Assignment shall be returned to the Contractor and the Client shall not retain any copies of such material, documents and records, save for those related to the Services rendered and paid for.

## 11 AMENDMENT OF GENERAL TERMS AND CONDITIONS

**11.1 Amendment:** The Contractor is authorized to amend these General Terms and Conditions. The General Terms and Conditions amended by the Contractor will apply to the Client once thirty (30) days have elapsed since the Client was informed of this amendment in writing, unless the Client notifies the Contractor within that period in writing that it objects to the amendment. In the latter case, the Client will be authorized to give notice of termination of the Agreement with effect from the moment when the amended General Terms and Conditions would become applicable to the Agreement, but only if the amendment entails a substantial increase in the Client's obligations under the Agreement. Notice must be given in writing.

**11.2 Objections:** If the Client has made its objections to the amendment known in good time, without having duly given notice of termination of the Agreement, the unchanged General Terms and Conditions will remain in force between the parties until the Assignment has been completed or the Agreement has been terminated, but only for up to six (6) months from the end of the aforementioned period of thirty (30) days. If the Agreement continues after that, the amended General Terms and Conditions will apply from that moment onwards.

## 12 OTHER

**12.1 Applicable law:** All legal relationships (both contractual and non-contractual) between the Contractor and the Client arising from the Agreement to which these General Terms and Conditions apply will be governed by the laws of the Netherlands.

**12.2 Disputes:** All disputes relating to the legal relationship between the Contractor and the Client to which these General Terms and Conditions apply will be referred exclusively to the competent court in the District of Amsterdam, the Netherlands, unless provisions of mandatory law dictate otherwise.

**12.3 Headings:** The headings or titles of the articles in these General Terms and Conditions are intended only to increase readability. No rights can be derived therefrom.

**12.4 No-hire:** The Client will not hire employees of the Contractor involved in the performance of the Services or try to persuade them to enter the Client's employment either directly or indirectly on a temporary or permanent basis, or to perform activities either directly or indirectly for the benefit of the Client, through employment or otherwise, during the term of the Agreement or any extension of that term and during a subsequent period of twelve (12) months.

**12.5 Severability:** If it appears that any provision of the Agreement is wholly or partly unlawful, invalid or otherwise unenforceable, the other provisions will remain in full force.

**12.6 Assignment:** No party may assign or transfer all or any part of its rights arising under these terms or the Agreement to any person without the prior written consent of the other party, provided that the Contractor may assign (including pledge), without consent, any or all of its rights under these terms and the Agreement to an affiliate under its control or to a successor in law or to one of its financing parties.

**12.7 Use of names:** Neither party is permitted to use or refer to the other party's name, logos or trade mark in public without the other party's prior consent, on the understanding that

the Contractor is permitted to use the Client's name in order to identify it as one of its clients.

**12.8 Workspace:** If (employees of) the Contractor should need to perform Services on the Client's premises, the Client will make a suitable workspace available which complies with the Working Conditions Act (*Arbowet*) and the policy

rules of the Dutch Ministry of Social Affairs and Employment regarding Offices and Computer Work Stations.

**12.9 Prevailing language:** In the event of any discrepancies between these English language General Terms & Conditions and the Dutch original version, the Dutch version will prevail and the Dutch interpretation of legal terminology will also prevail.

## CHAPTER 2 HOSTING SERVICES

The specific provisions in this Chapter apply, in addition to the general provisions, if and to the extent that the Contractor provides hosting services to the Client. In the event that the specific provisions differ from the general provisions, these specific provisions prevail.

**1 Storing and access:** Hosting services are understood to be provided if the Contractor stores data (including personal data) on behalf of the Client and this data is made accessible to the Client via internet.

**2 No guarantee:** Contractor does not guarantee availability, performance or accessibility of its systems without interruption in connection with its hosting services.

**3 Suspend:** If and to the extent that Contractor deems so necessary, Contractor is free to suspend access to its hosting services, to render its systems inaccessible, and/or to take them out of use if required to carry out maintenance work, to implement improvements or to ensure the safety of the hosting services.

**4 Back-up:** Contractor is not obliged to make back-ups of all the data stored on the Contractor's systems by the Client. Client is responsible for making own back-ups at the frequency deemed adequate by the Client.

**5 Exclusion:** Contractor's or CANDID's liability for damage as a result of data loss or corruption in connection with its hosting services is excluded.

## CHAPTER 3 SECONDMENT SERVICES

The specific provisions in this Chapter apply, in addition to the general provisions, if and to the extent that the Contractor provides secondment services to the Client, including an employee of Contractor carrying out work on behalf of, with and under the Client's control and supervision. In the event that the specific provisions differ from the general provisions, these specific provisions prevail.

**1 Disclosure:** Client is obliged to fully inform Contractor of all relevant employment conditions used by the Client in respect of positions that are comparable to the position for which the Contractor employee has been seconded to the Client in order to ensure that the Contractor employee will at least be equally remunerated for his/her work with the Client.

**2 Indemnity:** If and to the extent the Client does not meet its duty of disclosure, the Client indemnifies Contractor on first demand against any actions or claims of the Contractor's employee(s), the tax authorities and the applicable Employee Insurance Agency (in Dutch: *UWV*), including any related costs (for legal and tax advice among others) that Contractor incurs.

**3 Insurance:** Client is obliged, prior to the Contractor employee commencing his/her work with the Client, to bring forward the proof of the professional or accident liability insurance policy effected and to maintain this insurance policy during the Contractor employee's employment and to punctually pay the premiums due each time.

**4 Fee:** Contractor incurs costs relating to the provision of services and deployment of its personnel. These costs may include recruitment costs, training costs and similar or related costs, and the profit mark-up needed for a healthy business. The Client therefore owes a fee to Contractor if

the Client enters into employment with (a) Contactor employee(s) in the interim period or within six (6) months after the Contactor employee(s) has or have been made available to Client, or if and insofar the Contactor employee(s) has carried out work and/or activities for the Client or companies that the Client cooperates with within a group (being an *Event*), directly or indirectly, and whether or not for payment, all in the broadest sense.

**5 Introduction:** Without prejudice to the provisions of Article 4, the Client also owes to Contactor a fee if a (trainee) employee has been introduced by Contactor to the Client as a prospect employee in any way, and the Client has entered into direct employment with the (prospect) employee in question, within a period of up to six (6) months after that or if and insofar the (prospect) employee has performed work and/or activities directly, indirectly or via third parties for the Client, without the Client and Contactor having come to an agreement about the hourly rate and without Contactor having made the (prospect) employee available to the Client.

## CHAPTER 4 MEDIA PLACEMENT SERVICES

The specific provisions in this Chapter apply, in addition to the general provisions, if and to the extent that the Contractor provides Media Placement services on behalf of the Client. In the event that the specific provisions differ from the general provisions, these specific provisions prevail.

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**Handling:** the administrative settlement and invoicing with the Media Operator, and all work performed by Contactor itself and related thereto, but excluding the actual performance of the Media Placement by the Media Operator.

**Handling Fee:** the fee owed by the Client for the Handling.

**Media:** printed, audio-visual, auditory and digital media, all in the broadest sense of the word.

**Media Operator:** the business that operates Media in order to create Media Placements.

**Media Sales:** the total amount charged by a Media Operator in connection with a Media Placement.

**Media Placement:** an advertisement or campaign (to be) published in Media on behalf of the Client as part of the Assignment.

**1 Effectuation:** Contactor has full power and authority to effectuate the Media Placement(s) on behalf of the Client with the Media Operator(s), including being entitled to negotiate and conclude contracts with Media Operators based on its own experience and in accordance with the Agreement. If a claim is made by a Media Operator against Contactor in connection with an Assignment or a specific Media Placement made by Contactor on behalf of the Client, the Contactor will first negotiate and try to settle such claim, taking into account the reasonable and commercial interests of the Client, with the Client in a second instance being allowed to be involved in such negotiations, insofar the Client reasonably demonstrates that its interests and the Contactor's interests are substantially conflicted.

**2 Guarantees:** Client guarantees that it will not be in direct contact with Media Operators or third parties about the Media Placements forming part of the Agreement. If, however, the Client contacts and, for example, makes agreements with Media Operators directly, this will have no consequences for the Agreement, including that the Client cannot pass on these agreements or the financial consequences thereof to Contactor in an adverse manner and that the Client will always have an exclusive obligation towards Contactor to meet the obligations arising from the

Agreement. The Client guarantees that it will compensate Contractor, at its first request, for any and all financial consequences of acting contrary to this provision (e.g. increased costs of the Media Placement purchased or fees and commissions Contractor has missed out on).

**3 Responsibility:** Contractor or CANDID is not responsible or can be held liable for communications or services provided by Media Operators or other third parties.

**4 Cancellation or Change:** If a Media Placement is cancelled or changed in whole or in part, it may only be cancelled if such is on the Media Operator's instruction or initiative and under its conditions. Contractor may still charge the Client any costs related to changes, cancellations and any additional costs.

**5 Changes in price:** Contractor may directly pass on to the Client any change in the factors affecting Contractor's prices and fees, including prices charged by third parties, such as Media Operators or suppliers, fees, such as commissions, by those third parties to Contractor, exchange rates, insurance rates, circumstances resulting in a change to the Client's risk profile as established by Contractor and other levies or taxes. Contractor is also entitled to implement, on 1 January of each year, an annual correction, such as inflation adjustment or rate changes of the rates charged by third parties. Contractor may also do this during the year with retroactive effect from 1 January of that year, if the Assignment was already given in the preceding year.

**6 Estimations:** If a Media Operator charges a price with respect to a Media Placement which is higher than estimated by Contractor or the Media Operator in advance, or imposes a penalty or retrospective levies with respect to that Media Placement, such price increase, penalty or retrospective levies, whether or not imposed as a result of a failure to spend a certain amount of minimum Media Sales, will be borne by the Client.

**7 Fee:** Contractor is entitled to a fee. This fee consists of:

- a) a remuneration based on the hours worked and the applicable hourly rate; or
- b) a Handling fee; or
- c) a financial gain or commission, by whatever name,
- d) a combination of the items referred to above under a), b), c).

**8 Commissions:** Contractor is always and exclusively entitled to receive and keep all commissions or (in)direct financial gains for itself, unless parties determine otherwise in the Agreement. It is not important whether the

commissions can be attributed or are related to the money the Client has spent with Media Operators and/or other third parties via Contractor. The only exception to this is when it explicitly follows from the Agreement that a certain percentage of the commission or a financial gain that Contractor receives directly for the Media Sales from the Client accrues to the Client. This commission refund is given to the Client by way of a discount on the invoices relating to the Media Sales, unless agreed otherwise in the Agreement. However, all commissions, discounts, rate reductions and other financial benefits that Contractor, CANDID or any of its subsidiaries derives from, for example, its reputation, customer value and other value for Media Operators, the volume of all media placements by Contractor, CANDID or any of its subsidiaries during any period, always exclusively accrue to Contractor.

**9 Rates:** If no agreement has been reached on the rates applicable to certain Media Placements and Contractor carries out Media Placements for the Client at a provisional rate, Contractor will not be liable to the Client for any differences between the provisional rate and the final rate applicable to those Media Placements. Client will be required to pay Contractor the final rate applicable to the Media Placements.

**10 Voucher:** If the Client requires more voucher copies than those provided by the Media Operator free of charge, Contractor will request these additional voucher copies from the Media Operator and will submit them – if the Media Operator provides or can provide them – to the Client against payment by the Client of the related costs.

**11 Force majeure:** Force majeure, in addition to the general provisions, also includes the refusal of or failure by a Media Operator to perform the Media Placement properly, in time or otherwise, other shortcomings on the part of the Media Operator, digital problems such as power failures, virus infections and internet disruptions, and any circumstance beyond the control of Contractor and the Client as a result of which the Services under the agreement or the Media Placement cannot be performed or cannot be performed in time and/or in full.

**12 Liability:** Contractor cannot be held liable for the damage or loss suffered by the Client or third parties as a result of the misleading, insulting, indecent or otherwise incorrect and/or unlawful nature of the form and content of the Media Placement created by Contractor on the Client's behalf or its instructions. Any costs for rectifying, changing or cancelling a Media Placement will be borne by the Client.