

# DELIVERY CONDITIONS

of all consultancy services as provided by Proportion Global and all its consultants.

Amsterdam, June 2<sup>nd</sup> 2023

Approved and signed by:

A handwritten signature in blue ink, appearing to be "Thomas Schuurmans", written over a faint, light blue circular stamp or watermark.

Thomas Schuurmans

Director Proportion Global

## DELIVERY CONDITIONS OF SERVICES

### 1. Definitions

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

- General Terms and Conditions: the provisions set forth herein;
- agency: the organizational advisory agency Proportion Global;
- client: the party contracting with or intending to contract with the agency;
- assignment: any agreement between the agency and the client for the provision of products and services to the client;
- quotation: any oral or written offer by the agency to enter into an assignment with the client;
- materials: all reports, advice, results, drawings, software, databases, concepts, presentations, and other tangible objects developed by the agency in connection with the assignment.

### 2. Applicability of General Terms and Conditions

- 2.1. These general terms and conditions shall apply to all offers, quotations, assignments, work, agreements, and legal acts by which the agency provides goods and/or services of any kind to the client, unless otherwise agreed differently in writing.
- 2.2. The applicability of the client's purchasing or other terms and conditions is explicitly rejected, , unless otherwise agreed differently in writing.
- 2.3. Changes to the assignment or the general terms and conditions shall only be valid if and to the extent that they have been agreed upon in writing by authorized representatives of both parties.

### 3. Conclusion of Assignment

- 3.1. A quotation from the agency shall always be non-binding, unless expressly stated otherwise.
- 3.2. Quotations are based on the information provided by the client to the agency up to the date of the quotation. The client warrants that all essential information for the design and execution of the assignment has been provided to the agency. The agency is not responsible or liable for the accuracy and completeness of the information provided by the client and its use.
- 3.3. The assignment is deemed to have been concluded at the agreed-upon rate upon written acceptance by the client of the agency's quotation. If the quotation is not confirmed by the client in any way and the agency

proceeds with the execution of the assignment with the client's consent, the contents of the quotation shall be deemed agreed upon between the parties.

- 3.4. The agency has the right to engage third parties in the execution of the assignment.

#### **4. Rights and Obligations of the agency**

- 4.1. The agency shall make efforts to carry out the assignment to the best of its knowledge and abilities, in accordance with the requirements of professional expertise and the code of conduct of Proportion Global. However, the agency cannot guarantee that the client's desired goal or intended result will be achieved through the assignment.
- 4.2. The agency and the client shall regularly consult during the execution of the assignment regarding the progress and the manner in which the assignment is carried out.
- 4.3. If any facts or circumstances arise during the acceptance and execution of the assignment that may have a negative impact on the progress or result thereof, the agency and the client shall promptly notify each other thereof.
- 4.4. If the information necessary for the execution of the assignment, which is derived from the client, is not made available to the agency in a timely manner or in accordance with the agreed arrangements, or if the client otherwise fails to fulfil its obligations, the agency has the right to suspend the execution of the assignment and to charge the client the resulting costs in accordance with its customary rates.
- 4.5. The agency has the right to replace the advisor(s) or employee(s) it has engaged. The agency shall make efforts to appoint replacement(s) of the same level in order to ensure continuity and quality of the assignment as much as possible.

#### **5. Rights and obligations of the client**

- 5.1. The client shall ensure that:
  - 5.1.1. the agency receives in a timely manner all useful and necessary information, documents, and data required by the agency to carry out the assignment;
  - 5.1.2. all relevant and necessary facts and circumstances relating to the assignment, including changes in the client's policies and/or organization and changes in its immediate (market) environment, are promptly communicated to the agency so that the agency can duly take them into account in the execution of the assignment;

- 5.1.3. the client's employees involved in the execution of the assignment are sufficiently available and deployable;
    - 5.1.4. the advisor(s) or employee(s) of the agency, unless explicitly agreed otherwise, are provided with a dedicated workspace at the client's premises upon first request, equipped with functional telecommunication facilities (such as telephone, fax, and internet connection).
  - 5.2. The client shall indemnify the agency against claims from third parties (including advisors and employees of the agency) who suffer damages in connection with the execution of the assignment due to the actions or omissions of the client or unsafe situations in its company or organisation.
  - 5.3. The client shall indemnify and hold the agency and its appointed advisors and employees harmless from all possible claims, of any nature and based on any legal position, from the Tax Authorities and/or the Employee Insurance Agency (UWV) for withholding and/or payment of taxes and/or social security contributions, including any accrued interest and administrative fines, in connection with the work performed by the agency and its appointed advisors and employees.
- 6. Amendment of the (content of the) assignment**
  - 6.1. If circumstances arise within the scope of the assignment that were not foreseen at the start of the assignment, both parties shall seek a solution through mutual consultation and in good harmony, including, for example, amending the (content of the) initial assignment.
  - 6.2. The client acknowledges and accepts that modifications to the (content of the) assignment (such as changes in scope, methodology, or approach) may affect the agreed timeline. If the amendment of the (content of the) assignment results from requests or actions of the client or other circumstances attributable to the client, the agency may charge any resulting additional work as additional or separate assignments based on its customary rates.
- 7. Confidentiality**
  - 7.1. Both parties shall ensure that all information received from the other party, known or reasonably deemed to be of a confidential nature, shall remain confidential unless a legal obligation requires disclosure of such information. The receiving party shall only use the confidential information for the purpose for which it was provided. Data shall be considered confidential if designated as such by either party. Without prior written

consent from the agency, the client shall not disclose to third parties any information regarding the agency's approach, methodology, and materials.

## **8. Duration and Termination of the Assignment**

- 8.1. The assignment is entered into for its duration and will therefore automatically terminate upon completion of the assignment.
- 8.2. The client acknowledges that the duration and schedule of the assignment may be influenced by various unforeseen factors, including but not limited to the quality of information provided by the client in relation to the assignment and the availability and commitment level of the client's employees involved in the assignment.
- 8.3. The agency will make efforts to carry out the assignment within the agreed timeline. However, this timeline and any included milestones cannot be considered as strict deadlines. Unless in cases of willful misconduct or gross negligence on the part of the agency, any delays in the timeline and included milestones do not give the client the right to terminate or cancel the entire or partial assignment, nor the right to claim compensation for any resulting damages suffered by the client.
- 8.4. Both parties have the right to terminate the assignment in writing with a notice period of one (1) calendar month, if and to the extent that either party demonstrates that the execution of the originally agreed assignment and any additional assignments is significantly impeded or rendered impossible due to substantial reasons, and completion of the assignment cannot reasonably be demanded.
- 8.5. In the event of termination of the assignment for any reason whatsoever, the client shall timely and fully reimburse the agency for all work performed in the context of the assignment up to that point. All invoices already sent to the client remain due and payable without any reduction and become immediately payable upon termination.
- 8.6. Each party is entitled to terminate the assignment, in whole or in part, with immediate effect and without judicial intervention if, with regard to the other party:
  - 8.6.1. a bankruptcy petition has been filed,
  - 8.6.2. a suspension of payments has been requested,
  - 8.6.3. liquidation or cessation of business has taken place, or
  - 8.6.4. a substantial part of the assets of the other party is attached. In the event of termination, the agency is never obliged to refund any funds received or provide compensation to the client.

## **9. Rates and Expenses**

- 9.1. The services and work performed by the agency will be invoiced to the client based on lump sum agreed amount or time spent and expenses incurred, unless otherwise agreed in writing. Unless otherwise agreed in a written arrangement, the agency will send an invoice for an advance payment, followed by an invoice after satisfactory delivery of the agreed outputs per phase.
- 9.2. The rates of the agency and the cost estimates based on them include all costs such as normal agency expenses and travel and accommodation expenses. The costs of any foreign trips and large print runs of materials (beyond what is agreed between the parties) will be invoiced separately to the client. For products, the applicable price lists or quoted prices will apply. The costs of any third-party services required by the agency for the assignment will be passed on to the client upon submission of invoices.
- 9.3. All prices and rates are exclusive of value-added tax (VAT) and any other government-imposed levies, unless otherwise agreed in writing. Interim changes that require the agency to adjust rates or prices will be invoiced to the client at a maximum frequency of once every six months.

## **10. Payment**

- 10.1. The client shall settle all invoices from the agency no later than 30 days from the invoice date, to the bank account specified by the agency.
- 10.2. If the client fails to make the due payments in a timely or complete manner, the client shall be in default without the need for any reminder or notice, and shall be liable for statutory commercial interest on the outstanding amount. If, even after a reminder, the client remains negligent in fulfilling the payment, the agency may transfer the claim to a third party, in which case the client shall be liable, in addition to the total amount due, for reimbursement of all judicial and extrajudicial costs, including costs incurred by external experts, in addition to the costs determined by the court.
- 10.3. The agency has the right, before fulfilling its obligations, to request full payment and/or sufficient security for the performance by the client if, in the agency's opinion, it is likely that the client will fail to fulfil its obligations in a timely or complete manner.

## 11. Liability

- 11.1. The agency, as well as the advisors and employees engaged by the agency, are solely liable for damages suffered by the client that are a direct result of an attributable breach in the execution of the assignment. The aforementioned contractual liability of the agency and liability under any other circumstances is in all cases limited to the amount received by the agency from the client for its services rendered within the framework of the assignment. If the assignment extends beyond six months, the aforementioned liability is limited to an amount equal to the total amount received by the agency from the client within the last six months prior to the occurrence of the damages.
- 11.2. The agency, as well as the advisors and employees engaged by the agency, are not liable for damages suffered by the client or any third party as a result of the application or use of the materials and/or the results of the work. The client indemnifies the agency and the advisors, employees, and third parties engaged by the agency within the framework of the assignment against all damages referred to in this article.
- 11.3. The agency's liability for an attributable breach in the performance of an agreement arises only if the client promptly and properly notifies the agency in writing, clearly specifying a reasonable period for rectifying the breach, and the agency fails to rectify its obligations even after that period. The notice of default must contain a detailed description of the breach that enables the agency to respond appropriately.
- 11.4. The agency is not liable for consequential damage, loss of business, or indirect damage suffered by the client as a result of the agency's non-performance, delayed performance, or inadequate performance.
- 11.5. The limitations of liability stated in this Article 11 do not apply in cases of intent and/or gross negligence on the part of the agency or its executive management.
- 11.6. A condition for any right to claim damages is that the client notifies the agency of the damages in writing as soon as possible after their occurrence. Any claim for damages against the agency expires six (6) calendar months after the occurrence of the claim.

## **12. Intellectual Property Rights**

- 12.1. Unless expressly agreed otherwise in writing between the agency and the client, the agency shall remain the sole and exclusive owner of all (intellectual) property rights (including but not limited to copyrights, moral rights, design rights, and database rights) vested in the materials.
- 12.2. The agency grants the client the right to use the materials solely within and for the benefit of its own organisation, but only after the client has fulfilled all its obligations (including payment obligations) arising from the assignment.
- 12.3. Without prior written consent from the agency, the client is not allowed to:
  - a) provide access to, disclose, or reproduce the materials in any way outside the circle of persons who, within the framework of the assignment, are directly involved in the assignment; or b) (wholly or partially) use the materials for the purpose of initiating legal claims, conducting legal proceedings, or for advertising or recruitment purposes.

## **13. Code of Conduct for Organisational Consultants and Advisors**

- 13.1. The organisational consultant or advisor engaged by the agency shall adhere to the professional code of conduct set forth in the Code of Conduct and policy documents of Proportion Global:
  - 13.1.1. Company Code of Conduct
  - 13.1.2. Child Protection Guidelines
  - 13.1.3. Modern Slavery Guidelines
  - 13.1.4. Occupational Health and Safety Guidelines
  - 13.1.5. Preventing Sexual Exploitation Abuse and Harassment (PSEAH) Guidelines
  - 13.1.6. Company Environmental Policy
  - 13.1.7. Recruitment Policy
  - 13.1.8. Whistleblower Protection Policy
- 13.2. These documents will be provided to the client by the agency upon request free of charge and are also accessible through the website [Proportion.global](https://www.proportion.global).
- 13.3. If the client believes that the organisational consultant or advisor engaged by the agency is not complying with this code of conduct, the client has the option to submit a complaint to the director of Proportion Global.



#### **14. Final Provisions**

- 14.1. For a period of two years following the completion of the assignment by the client, neither party shall recruit, hire as independent freelancer or employ each other's employees involved in the execution of the assignment without the written consent of the other party.
- 14.2. In the event that either party is affected by a force majeure situation within the meaning of Article 6:74 of the Dutch Civil Code, that party shall immediately notify the other party thereof. The parties shall then engage in discussions to seek a reasonable solution. If the force majeure situation persists for a period longer than three (3) months, both parties shall have the right to terminate the agreement by means of written notice. Any performance already rendered as a result of the assignment shall be settled proportionally in the event of force majeure, without either party owing anything to the other party.

#### **15. Applicable Law and Dispute Resolution**

- 15.1. Dutch law shall apply to all disputes arising from or related to these general terms and conditions, assignments, or agreements to which these general terms and conditions have been declared applicable.
- 15.2. In the event of disputes between the client and the agency, the parties shall first attempt to settle the dispute amicably. All disputes that cannot be resolved amicably shall be exclusively submitted to the competent court in Amsterdam.