

General Terms and Conditions of Hoffmann Bedrijfsrecherche B.V,

statutorily situated at Luidsprekerstraat 10, 1322 AX, Almere

client of all necessary information which is important for the proper execution of the assignment.

Article 1 - The agreement

- A. These General Terms and Conditions apply to all agreements concluded by Hoffmann Bedrijfsrecherche B.V. (hereinafter referred to as: Hoffmann) with regard to the provision of its services and the performance of its activities. These activities concern services relating to matters of integrity, security, and compliance for our clients. These General Terms and Conditions also apply to all stages preceding the conclusion of such an agreement and to services and activities performed by Hoffmann prior to the conclusion thereof. All our activities are governed by the General Data Protection Regulation (GDPR).
- B. The client's own terms and conditions which it wishes to declare applicable to the agreements specified in paragraph A and the stages prior to their conclusion are not applicable unless Hoffmann has expressly accepted these conditions, in full or in part, in writing.
- C. Verbal statements and promises made by Hoffmann employees to the client are not valid until they have been confirmed with the client in writing by Hoffmann.
- D. Both parties shall each appoint a contact person authorised to represent Hoffmann and the client.
- E. If two or more agreements have been concluded in relation to the services provided, the most recent date will prevail.
- F. In Hoffmann's opinion, the client must have a legitimate interest in the assignment.
- G. If one or more provisions of these General Terms and Conditions do not apply or lapse, the remaining provisions of these General Terms and Conditions will continue to apply in full. The provisions which do not apply or have lapsed will be replaced with terms which approach the purpose and scope of the original provisions as closely as possible.

Article 2 - Offer

- A. All offers by Hoffmann are only binding if they have been made in writing and accepted or approved in writing by the client. With regard to requests by the client to perform activities, an agreement must first be drawn up, provided these requests have been accepted by Hoffmann in writing, for example by regular mail or email.
- B. All rates quoted by Hoffmann are exclusive of VAT.
- C. Hoffmann will maintain prices and conditions stated in offers for a period not exceeding three months from the date of offers, unless stated otherwise in the offer. Thereafter, Hoffmann reserves the right to adjust the quoted prices to the price level in effect at that time.

Article 3 - Performance of activities and services

- A. Hoffmann is obliged to perform its services and activities to the best of its knowledge and ability, with due observance of the relevant regulations. The manner in which an assignment is carried out is at Hoffmann's discretion.
- B. Any delivery dates indicated are not final deadlines unless otherwise agreed in writing. In case of late delivery, the client shall inform Hoffmann of its failure to deliver on time.
- C. The client is obliged to properly enable Hoffmann to perform the agreed services and activities. This includes the provision by the

- D. Hoffmann has the right to unilaterally terminate an assignment once accepted if it appears that Hoffmann must act contrary to the law, morality, and/or decency in the execution of the assignment, or if insufficient or incorrect information has been provided by the client.

The activities performed by Hoffmann up to the moment of termination will be invoiced to the client and must be paid.

- E. Hoffmann reserves the right to temporarily suspend, temporarily not perform or to withdraw from an assignment in the event of force majeure. Force majeure in this case means any circumstance beyond the will and control of Hoffmann which is of such a nature that (further) execution of the assignment cannot reasonably be expected of Hoffmann.
- F. If the client terminates the assignment prematurely, the client is obliged to pay for the activities already performed by Hoffmann and for activities which cannot be discontinued immediately.
- G. Hoffmann is free to make use of (external) employees in the execution of the assignment, wherever and as often as it deems necessary for the correct execution of the assignment. Employees already deployed may be replaced by other employees at any time.
- H. Hoffmann and its employees are obliged to observe confidentiality concerning all that becomes known during the course of the assignment and its execution, unless: a. Hoffmann or its employees are sued in court by the client or a third party, b. Hoffmann is required by law to cooperate with an order to provide information, or c. allegations appear in the media which need to be refuted in the context of protecting Hoffmann's reputation/image.
- I. By concluding an agreement as referred to here, Hoffmann will undertake to provide normal services. Such normal services in any case do not include becoming involved in political or similar disputes in any way or becoming involved in disputes between the client and one or more third parties, such as strikes.
- J. Hoffmann is not obliged to disclose to the client the sources from which it has drawn in preparing its report. The client will refrain from any attempt to obtain such information.

Article 4 - Additional and reduced activities

- A. Additional activities are defined as the extra activities that (in consultation with the client) are necessary to properly complete the assignment and/or that are assigned to Hoffmann by the client within the same assignment.
- B. Hoffmann will charge the client for additional services or activities.
- C. 'Reduced activities' refers only that part of the assigned activities which the client no longer wishes to have performed. The client must indicate this forty-eight hours prior to commencement of the activities. Only these reduced activities can be deducted.

Article 5 - Charges, payment and price adjustments

- A. In general, Hoffmann reserves the right to commence execution of an assignment only after it has received the advance payment it has requested. This advance will be set off against the final invoice(s) for the assignment in question.
- B. If the client consults Hoffmann, whereby a visit is paid to the client, a minimum fee of three hours will, in principle, be charged.
- C. Hoffmann may charge the client for all costs incurred, directly or indirectly, in connection with the execution of the assignment. This in any case means a surcharge for office costs of 5% of the order

value, which surcharge serves as cover for costs incurred by Hoffmann regarding:

- Overhead;
- (Financial) administration;
- Collection of invoices;
- The advance of third party costs; and
- General legal costs.

- D. If a minimum and/or maximum limit has been included in the offer, order confirmation, or agreement, any exceeding of these limits will be communicated to the client as much in advance as possible or immediately after this becomes known.
- E. For long-term assignments, Hoffmann is entitled to submit its (interim) invoice to the client at the end of the four-week period for which payment is due.
- F. The client agrees to pay on a four-week basis the price agreed upon between the parties, or to pay the four-week portion of an assignment that exceeds a four-week period for activities performed in the meantime. In any case, the client is obliged to pay within thirty days of the invoice date. If no payment has been made within the stipulated period, the client will owe statutory interest on the invoice amount without further notice or notice of default, starting thirty days after the invoice date. The client will then also owe any administration and collection costs, including court and bailiff costs, which are always fifteen per cent of the principal amount due unless the actual costs are higher. In case of collection by a lawyer, the collection costs will be equal to the applicable billing rates or the collection rate of the *Nederlandse Orde van Advocaten* (Dutch Bar Association), respectively. The client is not entitled to apply any discount or compensation to the price it has agreed with Hoffmann.
- G. Partial dispute and suspension: if the client partially disputes the correctness of one or more invoices, this does not discharge the client from its obligation to pay the undisputed part of those invoices within the payment period. An unfounded dispute can, under no circumstances, be a valid reason for the client's total or partial refusal to pay Hoffmann's invoices. If Hoffmann's invoices are not paid on time, Hoffmann is entitled to suspend its activities until the client has fulfilled its obligations in full. In the event of repeated late payment of Hoffmann's invoices, Hoffmann is entitled, contrary to the agreed payment terms, to demand an advance payment of no more than three times the last instalment invoice sent.
- H. The client can only invoke offsetting if its counterclaim has been recognised by Hoffmann or if the merits of that claim can be established.
- I. For training activities by Hoffmann, the following applies with regard to cancellation: If the client cancels the training between four weeks and two weeks prior to commencement of the training, fifty per cent of the total amount will be charged as cancellation fees. If the client cancels the training between two weeks and one week prior to commencement of the training, seventy-five per cent of the total amount will be charged as cancellation fees. If the client cancels the training one week or less prior to commencement of the training, one hundred per cent of the total amount will be charged as cancellation fees.
- J. Hoffmann will send the final invoice to the client following completion of the assignment or the delivery of its final report.

Article 6 - Deferral

- A. Deferral of planned activities may only be submitted in writing (this can be done by email) and must specify the activities to be deferred. If the deferral is reported more than five working days prior to commencement of the activities, the activities can be carried out at a later date, free of charge. If the notification of deferral is submitted five working days or less before the agreed starting time, the costs of the Hoffmann employees scheduled for the assignment will be invoiced. These costs will be limited to a maximum of three days per

employee and will consist of the employee's hourly rate multiplied by the number of scheduled hours.

- B. This provision applies regardless of the reason for the postponement.

Article 7 - Termination and extension

- C. A circumstance in which one of the two parties is declared bankrupt or obtains a (provisional) payment moratorium will be considered a resolute condition for the agreement concluded between the parties. If either situation threatens to occur, the parties are authorised to suspend their duties.
- D. A fixed-term agreement will, unless the assignment has been completed within this period, be deemed to be tacitly renewed after the end of the agreed period until the assignment has been completed. An agreement of indefinite duration may be terminated by registered letter, observing a notice period of three months.

Article 8 - Liability

- A. Hoffmann bears no responsibility for actions or measures taken by the client on the basis of the awarding of the assignment, the execution thereof, or the findings.
- B. Hoffmann is under no circumstances liable for damage which cannot be avoided when applying a working method if Hoffmann has been forced to apply this working method by or on behalf of the client, or because of the urgency involved, unless objections to the working method have been made in writing by or on behalf of the client prior to commencement of the activities.
- C. Hoffmann is under no circumstances liable for the non-performance or incomplete performance of the agreed activities if this is the result of force majeure. All circumstances beyond Hoffmann's will and control which are of such a nature that the execution or further execution of the assignment cannot reasonably be required of Hoffmann constitute force majeure. The above is without prejudice to Hoffmann's obligation to endeavour as much as possible to prevent and avoid force majeure situations.
- D. Hoffmann is not liable for damages if the client has provided insufficient or incorrect information on the basis of which the services or activities to be performed by Hoffmann have been determined and carried out.
- E. Hoffmann is not liable for damages if the client fails to hold Hoffmann liable by registered letter within two weeks of the occurrence of the damage or within two weeks of it becoming known. The client's failure to notify Hoffmann within the aforementioned period limits Hoffmann's ability to investigate the claim and its causes.
- F. Hoffmann is only liable for damages suffered by the client which are the result of gross negligence or wilful misconduct by Hoffmann's employees or management, if and insofar as that gross negligence or wilful misconduct has been demonstrated by the client. The client is liable for all damages caused to Hoffmann and its employees in person by the client or its employees during the execution of the assignment, for as long as they or their property are on the client's premises.
- G. Without prejudice to Hoffmann's own liability, Hoffmann's employees will not be personally liable vis-à-vis the client for damage caused during the performance of their duties unless the damage was caused wilfully or through gross negligence.
- H. Hoffmann's contractual liability arising from or related to the execution of an assignment is always limited to fifty per cent of the total amount charged by Hoffmann to the client for the assignment in question, with a maximum of €25,000 (in words: twenty-five thousand euros).
- I. Hoffmann's extra-contractual liability vis-à-vis the client is excluded.

- J. Should Hoffmann employees discover a criminal offence, this will be reported to the client. The decision to report the offence is taken by the client. Hoffmann reserves the right to report the offence itself if failure to do so might result in loss for Hoffmann or if Hoffmann might itself commit an offence by failing to report the offence. The report to the authorities will be made by Hoffmann's employees under the client's responsibility. The client indemnifies Hoffmann and its staff against all claims by third parties arising from the conduct of Hoffmann's employees in detecting criminal offences and in giving evidence in this respect, irrespective of whether Hoffmann or its employees can be held accountable in relation to the report.
- K. The client indemnifies Hoffmann at all times against claims by third parties relating to damages of any kind.

Article 9 - Equipment

If Hoffmann supplies or rents equipment to the client which must be used in the work and which is stationed on the premises of the client, the client will bear responsibility for any damage to or loss of this equipment. If the client fails to pay the rental instalments on time, Hoffmann is entitled to remove the equipment from the client's premises without further notice of default, even if this could frustrate the execution of the assignment.

Article 10 - Provisions relating to the outcome of activities

- A. Hoffmann is obliged to perform each assignment correctly and to the best of its knowledge and ability; however, the achievement of a particular result cannot be guaranteed.
- B. Upon completion of the assignment, a written report, advice, or an evaluation of the findings can be issued to the client by Hoffmann. Conclusions and/or advice can be added to this report if so desired. Only what is reported in writing will be considered as originating from Hoffmann.
- C. The report, advice, or evaluation is strictly confidential and intended only for the client and/or its representatives. It may not be used for any purpose other than that for which it is intended. The copyright and ownership of the report, advice, or evaluation belongs to Hoffmann and may not be reproduced or supplied to third parties without Hoffmann's written consent. Investigation reports may not be read aloud to, made available for perusal by, or distributed in any form to third parties without Hoffmann's written consent.
- D. Intellectual property: the intellectual property rights to documents supplied by Hoffmann to the client, such as reports, advice, handouts, presentations (including in digital format), syllabi, designs, sketches, descriptions, drawings, software, and software supplied by Hoffmann, remain the property of Hoffmann. The documents in question are solely intended for use by or on the premises of the client and may not be reproduced, made public, sold, or disclosed to third parties without Hoffmann's prior written consent.
- E. Interviewee(s) will be sent the report of the interview with Hoffmann employees within a reasonable period of time.
- F. Hoffmann is not obliged to disclose the sources underlying its report to the client or the person concerned unless summonsed to do so in a (preliminary) witness examination in accordance with legal requirements or compelled to do so in legal proceedings.
- G. Hoffmann accepts no liability whatsoever for actions or measures taken by the client against third parties on the basis of the report, advice, or evaluation, and the client indemnifies Hoffmann in this regard. Should Hoffmann be held liable in this regard, Hoffmann will be indemnified by the client.
- H. Should Hoffmann or one or more of its employees be required to testify as a witness in proceedings to which the client is a party, the client will be obliged to compensate Hoffmann for the hours and costs incurred by the witness on the basis of the rates charged or

yet to be charged for the execution of the assignment, at the rate then in effect. The witness fee awarded to the witness in question by the court will be deducted from this compensation if it has been paid.

Article 11 – Poaching prohibition

The client will not employ any (former) Hoffmann employees or other (former) persons employed by Hoffmann during the term of the agreement or assignment and for a period of twelve months thereafter, nor commission (former) Hoffmann employees or (former) persons employed by Hoffmann during the term of the agreement and for a period of twelve months thereafter, nor enter into agreements with these employees or former employees to carry out activities similar to those carried out by Hoffmann. If this provision is violated, the client will forfeit a non-negotiable fine of €50,000 (in words: fifty thousand euros), which is immediately payable without further notice of default. Arrangements that seek to circumvent this prohibition are included herein.

Article 12 - Placing of audio/video equipment

- A. In addition to the General Provisions in these General Terms and Conditions, the provisions stated in this Article, 'Placement of audio/video equipment', are applicable if Hoffmann places audio/video recording equipment at the client's place of business on the instructions of the client.
- B. The audio/video recording equipment to be placed by Hoffmann (hereinafter referred to as: the equipment) will be specified in writing by the parties and placed/connected on an incidental basis under the responsibility of the client.
- E. There must be indications, in the opinion of the client, of potentially serious misconduct by the person under investigation.
- F. The client is entitled to the connection to be used for telecommunications on which the equipment will be placed.
- G. The client warrants that it is in compliance with the GDPR and other regulations of the *Autoriteit Persoonsgegevens* (Dutch Data Protection Authority/DPA) regarding the digital capture and recording (or not) of call data and/or images and the use thereof. The client indemnifies Hoffmann against third party claims in this regard.
- H. The agreement takes effect on the date the assignment confirmation is signed and continues until the date Hoffmann removes the equipment from the client's premises.
- I. The equipment will be placed for a limited period of time and solely for the purpose of providing evidence concerning potentially unlawful/illegal acts.
- J. The equipment will be set to record at times to be specified in writing by the parties.
- K. The equipment will be removed by Hoffmann as soon as the purpose for which the equipment was placed has been achieved or as soon as Hoffmann and the client have jointly established that this purpose cannot reasonably be achieved.
- L. In the event of malfunctions and other issues with the equipment, the client will contact Hoffmann immediately.
- M. The client guarantees the equipment will be used in accordance with the manual.
- N. The client is liable for all damages incurred during the term of the agreement.
- O. The client shall retain and secure the audio/video tapes/digital image or sound files in accordance with the GDPR and other regulations thereon of the Dutch DPA and will not retain the audio/video

tapes/digital image or sound files longer than strictly necessary. Hoffmann accepts no liability whatsoever in this regard.

- P. The client shall destroy the audio/video tapes/digital image or sound files immediately after they are found to be irrelevant to the investigation in question.

Article 13 - Investigation in computer resources

- A. In addition to the General Provisions of these General Terms and Conditions, the provisions set out in this article, 'Investigation in computer resources', are applicable if Hoffmann carries out an investigation in computer resources on the client's instructions.
- B. Hoffmann will conduct investigations of computer resources on the client's instructions.
- C. Hoffmann will make copies from the computer resources where necessary on the instructions of and in the presence of the client.
- D. The computer resources will be further defined by the parties.
- E. The client is entitled to and authorised to dispose of the computer resources and the files and software present thereon.
- F. Investigation in computer resources is only permitted in the event of suspicion of unlawful/illegal acts or misuse.
- G. The client warrants that it is in compliance with the GDPR and other Dutch DPA regulations regarding the capture and registration of data and the use thereof.
The client indemnifies Hoffmann against third party claims in this regard.
- H. Hoffmann will investigate the copied files.
- I. Hoffmann will provide the client with the results of the investigation of the copied files in report form, together with the copies of the files in question.
- J. The client is liable for all damages arising from the investigation of the computer resources as well as the copies made of the relevant files, including those incurred by third parties, including claims arising from the alleged infringement of intellectual property rights of third parties.

Article 14 - Data protection impact assessment (DPIA)

Under the General Data Protection Regulation (GDPR), organisations may be required to perform a data protection impact assessment (DPIA). A DPIA identifies privacy risks involved in the processing of data so that measures can be taken to reduce those risks. Hoffmann has carried out a general DPIA on its standard processes and taken additional measures where necessary. Where required, Hoffmann will carry out a specific DPIA before processing personal data.

Article 15 - Complaints procedure

Hoffmann is obliged to perform its services and activities to the best of its knowledge and ability. Nevertheless, the client may wish to lodge a complaint. In such a case, the client must submit the complaint to Hoffmann in writing, supported by reasons, within six weeks of the date on which the actions complained of took place. Failing this, any right to lodge a complaint lapses. Hoffmann makes a distinction between complaints concerning conduct by Hoffmann and/or its employees and complaints concerning the quality of Hoffmann's services. For more information concerning the complaints procedure, please consult our website (<https://hoffmann.nl/algemeen/klachtenregeling-hoffmann>).

Article 16 - Choice of law and competent court

- A. The agreements between Hoffmann and the client are governed by Dutch law.
- B. All disputes arising from or in connection with agreements between Hoffmann and the client will be submitted exclusively to the competent district court for decision.

Article 17 - Entry into force

Hoffmann's aforementioned General Terms and Conditions take effect on 25 May 2022 and can be requested from Hoffmann or downloaded from www.hoffmann.nl.