



GENERAL TERMS AND CONDITIONS ST. ANNA ADVIES B.V.

Article 1 Definitions

In these general terms and conditions the following definitions apply:

- a. **Contractor**: the user of the general terms and conditions, i.e. St. Anna Advies B.V., established in 6641 KD Beuningen at Hogewaldstraat 1B and registered with the Chamber of Commerce under number 70642710.
- b. **Client**: the other party of Sint Anna Advies B.V.
- c. **General Terms and Conditions**: The text of these general terms and conditions, as registered with the Chamber of Commerce under number 09217743 At the time of entering into the assignment agreement, to which these general terms and conditions have been declared applicable.
- d. **Agreement**: the assignment agreement between the Contractor and the Client.
- e. **Assignment**: the work commissioned to the Contractor by the Client, described in the Agreement.

Article 2 Applicability of these conditions

- a. The General Terms and Conditions: apply to any offer and any Agreement between Contractor and a Client in which Contractor has declared these conditions applicable, insofar as these conditions have not been expressly and in writing deviated from by parties.
- b. In the event that the Client at any time before the conclusion of the Agreement has declared applicable any terms and conditions, Contractor expressly rejects these terms and conditions.
- c. Client agrees with the General Terms and Conditions St. Anna Advies B.V., on behalf of all employees within the organization where Client is employed.

Article 3 Offers and Quotes

- a. All offers are non-binding, unless expressly agreed otherwise.
- b. The quotations submitted by Contractor are valid for 60 days, unless otherwise indicated. Contractor is bound to the quotations if the acceptance thereof is confirmed by the Client in writing within 60 days. Thereafter the offer shall lapse.
- c. Insofar as not expressly agreed otherwise, the prices quoted in a quotation or offer are exclusive of VAT, administration costs and external costs.

Article 4 Execution of the agreement

- a. Contractor will carry out the agreement to the best of its ability.
- b. The agreed work is carried out by Contractor at its sole discretion.
- c. During the course of the agreement, Contractor and Client will regularly discuss the state of affairs, progress and all other matters regarding the assignment.
- d. The Client shall ensure that all data and materials, of which Contractor indicates that they are necessary or of which Client should reasonably understand that they are necessary for the execution of the Agreement, shall be provided to Contractor in good time. If the information required for the execution of the Agreement has not been provided to Contractor in a timely manner, Contractor has the right to suspend execution of the agreement and/or to charge the additional costs resulting from the delay to the client in accordance with the usual rates.
- e. If, in the context of the Assignment, Contractor performs activities at a location desired by Client, Client will free of charge provide for the facilities reasonably required by Contractor.
- f. Contractor undertakes to keep an account of hours and costs and to make these available for inspection at the request of Client. This obligation shall only apply, if the work is not done on the basis of an agreed fixed fee.
- g. If within the duration of the Agreement a term been has been agreed for the completion of certain activities, this is never a deadline.

Article 5 Fee, costs and rates

- a. The remuneration of Contractor is based on hourly rates, unless a different method of remuneration has been agreed. The current hourly rate or the current hourly rates is or are included in the quotation, offer or Agreement.
- b. Necessary travel and accommodation costs are charged separately in addition to the hourly rates.
- c. In the case of assignments based on recalculation, the fees payable and other costs are periodically (efforts will be made to dispatch the invoices monthly) declared. In the case of a 'fixed price' or fixed-fee assignment, a portion of the total amount may be declared upon the commencement of the work, the remainder at a later stage. Exact agreements are recorded in the quotation and/or the Agreement.

Article 6 Amendment of the assignment

- a. Amendments to the Assignment by the Client, which could not be foreseen by Contractor and cause additional work, will be paid to Contractor by the Client in accordance with the rate (s) agreed in the Agreement. There is also additional work if, as a result of providing incorrect or incomplete data by the Client, Contractor must reorganize its planned work. Contractor will charge the Client for the cost of additional work based on recalculation.
- b. Any changes in the performance of the Assignment, still required by the Client, after the Assignment has been given, shall be notified to Contractor by the Client, timely and in writing. Should any amendments to the Agreement be required for these changes, Parties shall amend the Agreement accordingly. If the required changes will lead to additional costs, Contractor shall inform Client thereof, unless this is sufficiently apparent from the amended Agreement.
- c. Amendments to an assignment already issued could lead to the originally agreed delivery time being exceeded by Contractor.

Article 7 Confidential information

- a. Contractor is obliged to preserve carefully and to treat confidentially all information, business data, data files and other data made available to Contractor by Client in the context of the assignment.
- b. Client may never, without the prior approval of Contractor, disclose the Contractor's name to third parties, or disclose the name: "St. Anna Advies B.V.", without the prior approval of Contractor, to third parties as counsellor to Client, unless Client will be required by law to do so.
- c. After the end of the agreement, Contractor is allowed to use this information for statistical, historical and/or scientific purposes for a period of at least five years.

**Article 8 Payment**

- a. Payment of invoices sent by Contractor to Client must be made within fourteen (14) days after the invoice date by transferring the amount due to the bank account number listed on the invoice in the name of Sint Anna Advies B.V., unless another payment period has been agreed.
- b. Payment is made without deduction of any costs. Client is not entitled to suspend and/or settle its payment obligation for any reason, except with the consent of the Contractor.
- c. After expiry of the payment period specified in the invoice, the Client shall be in default without further notice and Contractor shall have the right to charge an interest on the amount of 1.5% per month, without any notice, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate is applicable from the date the invoice/invoices would have had to be paid up to the date of payment in full.
- d. In the event of liquidation, bankruptcy, suspension of payment or death of Client, the obligations of Client shall be immediately due.
- e. On penalty of the loss of rights, any complaint about the forwarded invoices must be reported by Client to Contractor within 4 days of receipt of the invoices.

Article 9 Collection costs

- a. In the event that Client is in default or fails to comply with one or more of his obligations, then all reasonable costs for obtaining an out-of-court settlement shall be borne by Client.
- b. Contractor is in any event entitled to charge Client with all extrajudicial costs of Contractor, which relate to the collection of its payable claims on Client, in accordance with the Law on Extrajudicial Collection Charges (WIK) and the related Decree Remuneration of extrajudicial collection costs (BIK Decree). If the actual (extra) judicial collection costs are higher than may be charged in accordance with the BIK Decree, Contractor shall be entitled, in derogation from the BIK Decree, to charge the extrajudicial costs that she actually incurred.

Article 10 Liability/ indemnity

- a. Contractor is solely liable towards Client for shortcomings in the performance of the assignment, insofar as these are due to gross negligence or intent on the part of Contractor.
- b. In the event that Contractor is liable for direct damage, that liability shall then be limited to a maximum of the amount declared under the contract, at least to the amount to which the (professional) liability insurance, taken out by Contractor, provides coverage and is paid out by the insurance company, including the own risk borne by the Contractor in connection with that insurance. Contractor shall never be liable for indirect damage, including consequential loss, loss of profits, missed savings and damage due to company stagnation.
- c. If third parties, not belonging to the Contractor's organization, are engaged in the execution of the assignment, this will be done as much as possible in consultation with the Client. Any liability for (a) shortcoming (s) of these third parties shall be excluded.
- d. On penalty of loss of rights, any claims made by Client should be disclosed to Contractor in writing and sufficiently documented within 3 months of discovery.
- e. The Client indemnifies Contractor for all liability and any claim by third parties, made in or out of court, arising out of or in connection with the performance of activities carried out by Contractor.
- f. If, in the context of the Assignment, the so-called Mystery guest is deployed by Contractor, or the so-called mystery calling is applied by Contractor, the Client will inform his employees/staff in advance and - in consultation with Contractor - communicate to her employees/staff the purpose of this working method. It is the responsibility of the Client, to adequately and properly inform employees/staff about the use of this research method (if applicable) and Contractor consequently bears no liability whatsoever therefor.

Article 11 End of the agreement

- a. The Client may cancel the Assignment in writing prior to the start date. If canceled more than 1 month before the start date, 20% of the budgeted costs will be charged. If canceled between 1 month and 2 weeks before the start date, 40% of the budgeted costs will be charged. If canceled between 2 weeks and 48 hours before the start date, 60% of the budgeted costs will be charged. If canceled within 48 hours before the start date, 80% of the budgeted costs will be charged.
- b. Contractor may cancel the Agreement, without any obligation to pay direct or indirect damages, if and in the event of serious family conditions or illness.
- c. The Agreement may be terminated by both parties at any time after the start date.
- d. In case of termination by the Client, Contractor is entitled to compensation for the loss of employment suffered by her. In addition, Client is required to pay for the work done until the date of termination.
- e. Contractor, while retaining its right to compensation, is authorized to suspend compliance with its obligations or to dissolve the agreement, if Client fails to fully fulfill his obligations under the agreement or circumstances have come to the knowledge of Contractor on the basis of which there are substantial grounds for fearing that Client will not properly comply.
- f. If the Agreement is dissolved, the claims of Contractor on the Client shall be immediately due.
- g. The Agreement shall terminate automatically : by mutual agreement, in situations of force majeure, in case of liquidation, by bankruptcy, when suppliers of St. Anna Advies B.V. cease with the provision of services or no longer provide a license, or by suspension of payment. The work performed by the Contractor until the end of the contract will be paid by Client to Contractor, without Client having any entitlement to set-off. Force majeure is meant in this context: any situation where one or more shortcomings in the performance of the obligation (s) cannot be attributed to the contractor, insofar as these shortcomings are not attributable to contractor, neither by virtue of law, legal act or generally accepted standards.

**Article 12 Intellectual property**

- a. Unless otherwise agreed in writing, Contractor is the owner of all intellectual property rights to the work developed by her for Client.
- b. During the term of the relationship, Client is not entitled to any further or other use of the commissioned work than the use, expressly agreed in advance.
- c. During the term of the Agreement, Client shall not be entitled to adjust the commissioned work without the express written consent of Contractor.

Article 13 Applicable law

- a. Dutch law applies to any agreement between Contractor and Client.
- b. All disputes between parties under the Agreement will be settled exclusively by the competent court in the district of Gelderland.

Article 14 Amendment of the conditions

- a. Contractor is entitled to amend these General Terms and Conditions at any time.
- b. Contractor will forward the amended terms to the Client in good time. The amended terms will enter into force once they have been communicated to the Client unless Client rejects the amendments in writing within 14 days.

Article 15 Provisions regarding the Fijn-Aan-De-Lijn-Check (Only applicable when purchasing product Fijn-Aan-De-Lijn-Check)

- a. The product Fijn-Aan-De-Lijn-Check includes a research deploying so-called mystery callers, who approach the client by telephone.
- b. The purpose of *mysterycalling* via the Fijn-Aan-De-Lijn-Check is to gather management information about the quality of the telephone service of the client, thereby providing support for improvements in order to enhance customer satisfaction, customer perception and customer loyalty.
- c. When using mysterycalls, the applicable law must be observed by the Client.
- d. Data and results of the Fijn-Aan-De-Lijn-Check, anonymized by St. Anna Advies B.V., are used to support (scientific) research and (scientific) publications.
- e. The Fijn-Aan-De-Lijn-Check of St. Anna Advies B.V. is performed in accordance with the guidelines, as laid down by the MSPA, the Mystery Shopping Providers Association. This ensures the quality and protects the privacy of those involved. These guidelines are accepted by the Client. These guidelines include inter alia the following rules:
 1. All employees involved shall be informed in advance of the organization's intention to conduct (commission) research. There are no requirements to inform employees about the exact date or content of the *mysterycalls*, except the statement that these will take place in a specified period mentioned.
 2. Research results or reports may not be used as justification for disciplinary action or dismissal. If bonus programs for employees will be based in full or in part on the results of *mysterycalling*, the staff should then be well and fully informed in advance thereon.
 3. If call recordings are made and retained for client, the employee concerned must be informed in advance by client about possible future use of these data.
- f. The Client is responsible for compliance with applicable legislation and the MSPA guidelines.
- g. All collected data is treated confidentially by St. Anna Advies B.V. and her partner(s). For this purpose, St. Anna Advies B.V. signs a (or multiple) Data Processing Agreement(s) with her partner(s) to guarantee full protection of privacy-sensitive data. Only anonymized results and data are used for comparison and research purposes.

Article 16 Provisions regarding Vet Promoter Score (Only applicable when purchasing product Vet Promoter Score)

- a. Data and results of the Vet Promoter Score may be used anonymized by St. Anna Advies B.V., to support (scientific) research and (scientific) publications.
- b. From the delivery, throughout the entire loan period, Client shall be fully liable for all damages arising in any way, and/or theft of the Vet Promoter Score.