GENERAL TERMS AND CONIDTIONS KASPAROV FINANCE & BI

Table of contents

Article 1. Definitions
Article 2. Applicability
Article 3. Conclusion of the Agreement
Article 4. Execution of the Agreement
Article 5. Recruitment & Selection
Article 6. Placement of ZZP Interim professional
Article 7. Secondment of an Interim Professional
Article 8. Non-discrimination
Article 9. Co-determination
Article 10. Working conditions
Article 11. Termination of Agreement
Article 12. Entering into co-operation Candidate
Article 13. Confidentiality
Article 14. Intellectual property
Article 15. Invoicing and payment
Article 16. Liability
Artikel 17. Privacy
Article 18. Force majeure and deadlines
Article 19. Advertising
Article 20. Right of suspension
Article 21. Final provisions

Article 1. Definitions

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

- Offers: all legal acts aimed at concluding orders or other (framework) agreements, including proposals, quotations and price lists;
- Documents: all items made available by the Client to Kasparov Finance & BI, including documents and other data carriers;
- BW: Dutch Civil Code;
- Secondment: the service provided by Kasparov Finance & BI aimed at the employment (the provision or deployment) of a Candidate or a seconded Interim Professional to perform work under the management and supervision of Client for or on behalf of Client and/or a third party designated by Client;
- Group: all companies belonging to the Group within the meaning of Article 2:24 of the Dutch Civil Code of Kasparov Financials B.V., a private company with limited liability incorporated under Dutch law, having its registered office in Breda, the Netherlands, and its principal place of business at 4813 BC Breda, Liesbosstraat 45, registered in the Trade Register under number 20163243;
- Interim professional: also referred to as the seconded Interim professional. This is every natural person who is selected by Kasparov Finance & BI for an interview with Client or with whom Client has come into contact via Kasparov Finance & BI with the intention of posting the Candidate on a secondment basis for or on behalf of the Client or a third party to be appointed by Client in compliance with the General Terms and Conditions;
- Candidate: every natural person who is selected by Kasparov Finance & BI for an interview with the Client or with whom the Client has come into contact via Kasparov Finance & BI with the intention of entering into an employment relationship or deploying the Candidate on the basis of Secondment for or on behalf of the Client or a third party designated by the Client in compliance with these General Terms and Conditions. Candidate shall also include any self-employed person who, in the exercise of his profession or business, is selected by Kasparov Finance & BI for an interview with the Client or with whom the Client has come into contact via Kasparov Finance & BI with the intention of either placing the Candidate as a self-employed person for or on behalf of the Client or a third party designated by the Client in compliance with these General Terms and Conditions;
- Kasparov Finance & BI: Kasparov Finance & BI shall includes all companies belonging to the Group, being: Kasparov Financials B.V., with its registered office in Breda, its principal place of business at Liesbosstraat 45, 4813 BC Breda, registered in the Commercial Register of the Chamber of Commerce under number 20163243), Kasparov Interim Financials B.V. (a private company with limited liability, incorporated under Dutch law, with its registered office in Breda, having its principal place of business at Liesbosstraat 45, 48 18 AC Breda, registered with the Chamber of Commerce Trade Register under number 62744909), Kasparov BI B.V., with its registered office in Breda, and its principal place of business at Liesbosstraat 45 (4813 BC) Breda, registered in the Chamber of

Commerce Trade Register under number 73713848) as well as any other company belonging to the Group or affiliated with Kasparov Financials B.V. and/or third parties engaged by it;

- Assignment: the Agreement between the Client and Kasparov Finance & BI under which one or more services are performed by Kasparov Finance & BI;
- Principal: the Principal as referred to in Article 7: 400 (1) of the Dutch Civil Code, including any natural person *or* legal entity who enters into an Agreement with Kasparov Finance & BI or has the intention to do so, or to whom Kasparov Finance & BI makes an Offer to that effect and its affiliated persons or legal entities;
- Client: every third party (including the ZZP Interim professional) with whom Kasparov Finance & BI enters into an agreement of assignment in which framework Kasparov Finance & BI is considered a Client as referred to in Article 7:400 (1) of the Dutch Civil Code;
- Contractor: any third party (including the ZZP Interim Professional) with whom Kasparov Finance & BI enters into an agreement of assignment, within the framework of which Kasparov Finance & BI qualifies as Client within the meaning of article 7:400(1) of the Dutch Civil Code;
- Agreement: every Agreement between Kasparov Finance & BI and the Client to perform Work and/or carry out an Assignment and/or provide services by Kasparov Finance & BI for the Client or for a third party designated by the Client, in accordance with the provisions set out in the Assignment Confirmation and/or the Agreement concluded or offered between Kasparov Finance & BI and the Client;
- Co-operation: any co-operation relationship between the Client and a Candidate, (ZZP) Interim professional or Consultant (by whatever name). A cooperative relationship is understood to mean an employment agreement, commission contract, contract for work with the Client and/or the hiring or appointment of a Candidate and/or otherwise having a Candidate or (ZZP) Interim professional perform work for or on behalf of the Client or a legal entity affiliated with the Client. This is all irrespective of the nature of the work to be carried out by the Candidate or (ZZP) Interim professional for or on behalf of the Client and irrespective of whether the Client pays a direct fee for this work;
- Damage: all claims, being all (legal) claims of any kind, as well as all damages and costs related in any way to or arising from the Assignment;
- In writing: in writing or exchanged by means of (an) electronic message(s), for example by e-mail;
- Rate: the fee payable by the Client to Kasparov Finance & BI in connection with an Agreement;
- Confidential information means business and commercially sensitive valuable information identified as such by the transmitting party and information the recipient knew or reasonably should have known to be confidential;
- (General) Terms and Conditions: the present General Terms and Conditions;
- Recruitment and selection: the recruitment and/or selection of one or more candidates aimed at the direct employment of the Candidate at the organization of Client;
- Work: all work and services commissioned by the Client to Kasparov Finance & BI, expressly including work and services aimed at the deployment of Candidates on the basis of Secondment, assignment involving ZZP Interim professionals, recruitment and selection of Candidates for and/or on behalf of a third party designated by the Client, consultancy assignments and project management, including in the field of BI and ESG, as well as all work resulting from directly or indirectly related to the Assignment and the related services;
- ZZP Interim professional: every ZZP'er who is selected by Kasparov Finance & BI for an interview with the Client or with whom the Client came into contact via Kasparov Financials with a view to entering into an agreement for services as referred to in Article 7:400 of the Dutch Civil Code, whereby the ZZP'er, through the intervention of Kasparov Financials as a self-employed person in the course of his company or in the independent practice of his profession, performs work for or on behalf of the Client or a third party to be appointed by the Contractor, in compliance with the General Terms and Conditions.
- (ZZP) Interim professional: the seconded Interim professionals and the ZZP Interim professionals together.

Article 2. Applicability

2.1 The General Terms and Conditions apply to all Offers, Assignments and/or other agreements or agreements to be concluded by Kasparov Finance & BI, to or with the Client, concerning the services of Kasparov Finance & BI, including but not limited to recruitment and selection, Secondment, the making available of Interim Professionals and/or ZZP'ers, as well as all ensuing commitments (including follow- up assignments and/or amended or supplementary assignments). These General Terms and Conditions contain general provisions and provisions that only relate to a specific service. To the extent that a (part of a) specific provision conflicts with a general provision, (that part of) the specific provision prevails over the general provision. Changes, additions and/or deviations from the General Terms and Conditions, offers and/or Agreements apply only if and insofar as Kasparov Finance & BI has expressly accepted this applicability in writing. The applicability of any (general) terms of the Client is, notwithstanding the above provisions, expressly rejected by Kasparov Finance & BI.

2.2 The applicability of any (general) terms and conditions of the Client is Hereby expressly rejected by Kasparov Finance & BI, notwithstanding the provision of Article 2.1.

2.3 These General Terms and Conditions shall also apply to future Offers, Assignments and Agreements.

2.4 These General Terms and Conditions shall also apply for the benefit of persons affiliated with Kasparov Finance & BI, any third party who, whether or not employed, is engaged in the performance of any assignment by Kasparov Finance & BI or who is or may be liable in connection therewith, as well as all respective legal successors under universal title.

Article 3. Conclusion of the Agreement

3.1 All Offers of Kasparov Finance & BI are without obligation; they are valid for ten days from the date of the Offer, unless otherwise agreed in writing. An offer or quotation without obligation can be revoked within ten days after receipt of the acceptance. A non-binding offer or quotation may also be revoked if it states a deadline for acceptance. Revocation of a non-binding offer or quotation is also possible if such offer or quotation states a deadline for acceptance.

3.2 An Assignment to perform Work and/or any additions and/or changes thereto, is binding on Kasparov Finance & BI only after it has been confirmed in writing by Kasparov Finance & BI (by the return of an Agreement or Assignment confirmation signed by the Client) or after Kasparov Finance & BI has commenced with its execution (because the Candidate or (ZZP) Interim Professional has started with the Client on the basis of Secondment or the Assignment, respectively). Oral commitments are only binding on Kasparov Finance & BI after they have been confirmed in writing by Kasparov Finance & BI.

3.3 In subsequent Agreements, the Client cannot invoke any rights to additions and/or deviations that applied to

earlier Agreements.

3.4 Possible or alleged inaccuracies in the order confirmations must, on pain of forfeiture, be notified in writing within eight (8) days after the date of this confirmation. All matters that occurred or were discusses prior to the conclusion of the assignment conformation shall be disregarded in the interpretation of the Assignment, unless explicitly included in the assignment confirmation.

3.5 For Work for which, in view of its nature and scope, no order confirmation is sent, the invoice shall also be regarded as the order confirmation, which shall also be deemed to accurately and completely reflect the Agreement, including the declaration of applicability of these General Terms and Conditions.

3.6 The Assignment shall apply exclusively between the Client or the Contractor on the one hand and Kasparov Finance & BI on the other hand, to the exclusion of the provisions of Articles 7: 404, 7:407 section 2 and 7: 409 of the Dutch Civil Code.

Article 4. Execution of the Agreement

4.1 Kasparov Finance & BI will perform its Work to the best of its abilities and with the care that may be expected from it. In this respect, Kasparov Finance & BI shall only have a best-efforts obligation ("*inspanningsverplichting*"). Kasparov Finance & BI has the intention to fill every vacancy or request of a Client for the placement of an (ZZP) Interim professional or for employment on the basis of Secondment and/or to propose one or more Candidates or (ZZP) Interim professionals. no result obligation is accepted in this regard.

4.2 The Client is solely responsible for the final selection of a Candidate or (ZZP) Interim professional. Kasparov Finance & BI is not responsible nor liable if the Candidate or (ZZP) Interim professional does not meet the requirements or expectations of the Client. The Client must ensure that the Candidate or (ZZP) Interim professional is suitable for the position and has the required capacities and skills for the position. The Client must therefore independently verify the Candidate's or Interim professional's identity, skills, qualifications, integrity and other (background) information. The Client should also investigate whether any (work) permits are required and check whether the Candidate meets other requirements set by the Client. Kasparov Finance & BI cannot warrant the accuracy and completeness of the information and data provided by or about the Candidate or (ZZP) Interim Professional, as it dependent on information supplied by the Candidate or (ZZP) Interim Professional.

4.3 The Client shall timely provide all information, data and Documents which, in the opinion of Kasparov Finance & BI, are necessary for the correct execution of the Assignment or Agreement, in the manner desired by Kasparov Finance & BI and the Client warrants that the information and Documents provided are accurate and truthfull. Kasparov Finance & BI is not responsible for information and Documents provided by the Client in the framework of the Agreement.

4.4 Kasparov Finance & BI is entitled to have the Work or the Assignment carried out by third parties without prior notice to or the explicit consent of the Client. Kasparov Finance & BI is also free to transfer its obligations under the Agreement or Assignment to third parties. The Client may not transfer its obligations under the Assignment or Agreement without the prior written consent of Kasparov Finance & BI.

4.5 Kasparov Finance & BI is not liable towards Client for obligations that the Candidate or (ZZP) Interim professional, nor for obligations that have as a result of acts or omissions of the Candidate or (ZZO) Interim Professional, vis-á-vis the Client or third parties, irrespective of whether the Client or such third parties have granted permission thereto.

Article 5. Recruitment & Selection

5.1 Each Assignment for recruitment and selection is aimed at establishing a Co-operation between Client and a Candidate, for which Kasparov Finance & BI will recruit and select a Candidate, for the purpose of entering into employment with the Client.

5.2 Unless otherwise agreed, the fee, as referred to in article 5.7 of the General Terms and Conditions, will be charged at the moment that the Client has indicated to enter into (will enter into) a Co-operation with a Candidate proposed by Kasparov Finance & BI or if an agreement has been reached with a Candidate through offer and acceptance or as soon as Kasparov Finance & BI becomes aware that the Client or a third party designated by the Client will enter into (has entered into) a Co-operation with the Candidate and/or that a Candidate is performing work for the Client.

5.3 The Client and the Candidate decide whether, and if so under what conditions, they wish to enter into an employment relationship and maintain it. The Client is responsible for the correctness of the contract to be offered to a Candidate and the provisions to be included therein, including but not limited to probationary period, successive employership, non-competition clause and similar provisions.

5.4 Prior to commencement of the Assignment for recruitment and selection, the Client shall provide Kasparov Finance & BI with an accurate description of the position, job requirements, working hours, working time, activities, place of work, working conditions and the intended duration of the Assignment.

5.5 Kasparov Finance & BI determines which Candidates it will propose for the execution of the Assignment, on the basis of this information and the known qualities, knowledge and skills of the Candidates who are eligible.

5.6 Kasparov Finance & BI is not at fault and is not obliged to pay any damages and/or compensation if the contacts between Client and Kasparov Finance & BI prior to a possible Co-operation, including a specific request by Client, for whatever reason, do not lead to the actual establishment of a Co-operation between Client and the Candidate, or do not lead to such within the time desired by Client.

5.7 For the recruitment and selection, the Client owes Kasparov Finance & BI the fee mentioned in the Assignment (confirmation). In the absence of the mention of a fee in the Assignment (confirmation) and/or if a Recruitment and Selection Agreements has not been validly concluded with the Client, the fee amounts to 25% of the total gross annual salary (including fixed emoluments) that the Candidate will earn on a full-time basis (40 hours per week) with the Client, with a minimum fee of EUR 15,000. The fixed emoluments include the annual salary including holiday allowance and any fixed bonuses, 13th months, year-end bonus, et cetera. Other emoluments such as pension schemes, insurance reimbursements, expense allowances and other additional compensations, shall not be included in the total gross annual salary. If no salary or an incorrect salary has been provided to Kasparov Finance & BI, Kasparov Finance & BI shall determine a market-conform annual salary based on the information known to it regarding the position.

5.8 In the event that, following a pre-selection, several Candidates proposed by Kasparov Finance & BI are employed by the Client, the Client is obliged to pay the full fee for each Candidate hired, as described in Article 5.7 of the General Terms and Conditions.

5.9 The fee includes the costs of the recruitment activities and costs spent by Kasparov Finance & BI. Additional costs for e.g. assessments, tests, special advertisements at the request of Client, exceptional travel and

accommodation costs for a Candidate et cetera are at the expense of Client.

5.10 If a (potential) Client has come into contact with a Candidate through Kasparov Finance & BI (for example, because the Candidate was introduced by Kasparov Finance & BI to the Client with a view to entering into Co-operation with that Candidate) and the Client enters into Co-operation with that Candidate within twelve (12) months after the contact was established, the BI to the Client with a view to entering into a Co-operation with that Candidate) and the Client enters into a Co-operation with that Candidate within twelve (12) months after the contact was established, the (potential) Client shall be deemed to have entered into a Recruitment and Selection Assignment, as referred to in this Article with Kasparov Finance & BI, and the Client shall owe Kasparov Finance & BI the fee as described in Article 5.7 per Candidate.

5.11 If the employment agreement with a Candidate within the legally permitted probationary period is terminated by Client or by the Candidate, Kasparov Finance & BI will refund the fee already paid by Client if Client notifies Kasparov Finance & BI in time - i.e. within fourteen (14) days after the termination of the Co-operation - and has provided Kasparov Finance & BI with a copy of the termination.

5.12 Kasparov Finance & BI shall never be liable to Client for Damage caused to Client and/or third parties by the actions or omissions of the Candidate. The Client indemnifies Kasparov Finance & BI against all Damages and costs (including legal costs of Kasparov Finance & BI) if Kasparov Finance & BI is held liable in this respect by a third party.

Article 6. Placement of ZZP Interim professional

6.1 The mediation between Kasparov Finance & BI and the Client is established by a written confirmation of the contents of the Agreement of assignment between the Client and Kasparov Finance & BI.

6.2 The Agreement between Kasparov Finance & BI and the Client for the placement of an ZZP Interim professional shall also be deemed to have been concluded, in the event that the Client has not yet signed the Agreement, but if it appears from the conduct of the Client or the ZZP Interim Professional that the agreement between Kasparov Finance & BI and the Client has in fact been performed.

6.3 The Agreement relates to the execution of an assignment for or on behalf of the Client by a ZZP Interim professional who, as an independent contractor in the exercise of his profession or business, performs an assignment through the intermediary of Kasparov Finance & BI. The Agreement between Kasparov Finance & BI and the Client as well as between Kasparov Finance & BI and the Contractor is qualified as an agreement of assignment pursuant to Article 7: 400 of the Dutch Civil Code, whereby the parties never intend to enter into an employment relationship within the meaning of Article 7 :610 et seq. of the Dutch Civil Code, nor an employment agency relationship within the meaning of Articles 7:690 et seq. of the Dutch Civil Code. Neither Kasparov Finance & BI, nor the Client will be responsible for withholding and remitting payroll taxes and/or social security contributions. The Client declares that it agrees that the ZZP Interim professional may also perform assignments or activities for other clients.

6.4 The Client shall comply with the applicable laws and regulations and shall not give instructions or exercise supervise over the activities of the ZZP Interim professional, nor exercise any form of employer's authority over the ZZP Interim professional.

6.5 Kasparov Finance & BI shall never be liable towards the Client for Damage caused to the Client and/or third parties due to acts or omissions of the ZZP Interim professional. The Client indemnifies Kasparov Finance & BI against all damages and costs (including the legal costs of Kasparov Finance & BI) if Kasparov Finance & BI is held liable by third parties.

6.6 Kasparov Finance & BI shall indemnify the Client if, as a result of the manner in which the Client and Contractor have actually performed the Agreement, the Client is confronted with one or more additional assessments of income tax and/or social security contributions by the Tax Authorities and/or claims from the UWV. The Client and Contractor undertake to immediately inform Kasparov Finance & BI immediately of a possible claim of the Tax Authorities and/or the UWV and will give Kasparov Finance & BI the opportunity to defend itself against such a claim in a timely manner. Furthermore, the Client and Contractor are obliged at the first request and immediately to render all necessary Co-operation, including the provision of information and documents, in the conduct of the defense against such claims. If a change occurs in the manner in which the Client and Contractor professional actually execute the Agreement, the Client and Contractor are obliged to report this to Kasparov Finance & BI within three (3) days after the change.

6.7 The Assignment and related activities shall be performed by the Contractor to the best of his knowledge and ability.

6.8 Kasparov Finance & BI shall never be liable towards the Contractor for Damage caused to the Contractor and/or third parties by acts or omissions of the Client. The Contractor indemnifies Kasparov Finance & BI against all Damages and costs (including the legal costs of Kasparov Finance & BI) if Kasparov Finance & BI is held liable in this respect. The Contractor shall be liable for all Damage caused by the Contractor or a third party engaged by the Contractor to others in the performance of the assignment. The Contractor is also liable for all Damage resulting from the fact that the Contractor does not or not sufficiently fulfill his obligations in connection with the Agreement or acts unlawfully towards Kasparov Finance & BI, the Client and/or third party (parties).

6.9 Kasparov Finance & BI shall pay the invoice of the Contractor within thirty (30) calendar days, with due observance of the provisions of the Agreement and these General Terms and Conditions. If the Client is more than one (1) month in default of payment of the invoice of Kasparov Finance & BI in relation to the placement of the ZZP Interim professional, after notice has been given, Kasparov Finance & BI is not obliged to reimburse the ZZP Interim professional with the invoice of the ZZP Interim professional that relates to the period during which Kasparov Finance & BI has not been reimbursed by the ZZP Interim professional. In that case Kasparov Finance & BI will only owe the ZZP Interim professional the margin loss for a period of one month, and Kasparov Finance & BI is not obliged to pay the ZZP Interim professional the other invoices over the periods that Kasparov Finance & BI has not been paid by the Client.

6.10 The ZZP Interim professional shall at all times meet the (legal) requirements to carry out the Assignment or the work independently in the exercise of a profession or business. At no time shall there be any exercise of employer's authority by Kasparov Finance & BI and/or the Client exercising authority as employer. Neither is salaries paid to the ZZP Interim professional. Should Kasparov Finance & BI or the Client at any time unexpectedly be faced with one or more additional assessments of payroll taxes and/or social security contributions in connection with the Agreement or Assignment, the ZZP Interim professional expressly indemnifies Kasparov Finance & BI against any claims in respect of taxes, contributions and costs (however named).

6.11 The ZZP Interim-professional commits himself to enter into an agreement with Kasparov Finance & BI exclusively for the renewal of the Assignment with the Client (and therefore not directly with the Principal or a company

affiliated to the Client and/or with the mediation of another party than Kasparov Finance & BI). During the term of the Agreement or within 12 months after termination of the Agreement, the ZZP Interim professional is not permitted to enter into collaboration, in any capacity or form whatsoever, with the Client and/or an enterprise affiliated with the Client. Co-operation' is in any case understood to mean working together on the basis of an employment agreement, an agreement for services, any appointment or hiring and/or otherwise carrying out work for or on behalf of the Client and/or an enterprise affiliated with the Client, irrespective of the nature of the work to be carried out by the ZZP Interim professional. This is only permitted if (i.) this is necessary for the proper execution of any Agreement between Kasparov Finance & BI and the ZZP Interim professional, or (ii.) when Kasparov Finance & BI gives written permission to the ZZP Interim professional and the Customer pays a reasonable mediation fee to Kasparov Finance & BI.

Article 7. Secondment of an Interim Professional

7.1 The Assignment for Secondment is entered into for a definite or indefinite period. The Assignment for a definite period of time is the Assignment that is entered into: (i.) for a fixed period of time, (ii.) for a definable period of time, (iii.) or for a definable period of time that does not exceed a fixed period of time. The Assignment for a fixed period shall end by operation of law by expiry of the agreed period or by the occurrence of a pre-determined objectively definable event.

7.2 Secondment is effected by written or verbal acceptance of the Agreement by the Client and/or the Secondment commences at the moment the Interim Professional starts work. The end of the Assignment means the end of the Secondment.

7.3 Termination of the Assignment by the Client implies the Client's request to Kasparov Finance & BI to terminate the current Secondment by the date on which the Assignment legally ends. At Kasparov Finance & BI's first request, the Client shall confirm in writing that it terminates the Assignment for Secondment. The (interim) termination of an Assignment is possible with a notice period of one month, unless a different notice period has been agreed.

7.4 Client can only extend the Secondment of an Interim Professional with the written consent of and/or with the through intervention of Kasparov Finance & BI.

7.5 If the temporary employment clause applies to the Interim Professional, the Secondment of the Interim m Professional ends at the request of the Client at the moment that the Employee reports that he is unable to perform the work due to incapacity for work. Where necessary, the Client will then be deemed to have made the request for the Secondment to be terminated. If requested, the Client shall confirm this request in writing to Kasparov Finance & BI.

7.6 The Secondment ends by operation of law if and as soon as Kasparov Finance & BI can no longer provide the Interim Professional, because the interim Agreement between Kasparov Finance & BI and the Interim Professional has ended and this interim Agreement is not subsequently continued for the benefit of the same the Client. Kasparov Finance & BI is not obliged to enter into (or have entered into) a new agreement with the Interim Professional on behalf of the Client.

7.7 Kasparov Finance & BI will make every effort to provide the Interim Professional in time and in accordance with the Assignment (confirmation) or other Agreement. Kasparov Finance & BI is not guilty of attributable failure towards the Client and is not obliged to compensate any damage or costs to the Client if Kasparov Finance & BI, for whatever reason, cannot, does not timely or no longer make the Interim Professional available.

7.8 The scope of the work and the working hours of the Interim Professional at the Client are determined prior to the Secondment. The interim professional's working hours, working hours and rest periods are the same as the times and hours customary for the Client, unless otherwise agreed. The Client guarantees that the working hours and the rest and working hours of the Interim professional meet the legal requirements. Client ensures that the Interim professional does not exceed the legally permitted working hours and the agreed scope of work. Holidays and leave of the Interim professional are arranged in accordance with the law and the Agreement.

7.9 Before commencement of the Assignment the Client provides a description of the position to be held by the Candidate and the corresponding classification in the remuneration scheme and - if applicable - the applicable Collective Labour Agreement. The Interim Professional's remuneration, including any bonuses and expense allowances, is determined in accordance with the Agreement and the applicable laws and regulations, based on the job description provided by the Client.

7.10 Client shall act with the same care towards the Interim Professional in the exercise of supervision or management as he is required to do towards his own employees.

7.11 The Client is not permitted to 'lend' the Interim Professional on to a third party; in other words, to make him available to a third party to carry out work under the supervision or management of that third party. On - lending is also understood to mean that the Client supplies the Interim Professional to a person or legal entity with which the Client is affiliated within a group.

7.12 The Client can only employ the Interim Professional in deviation of the provisions in the Assignment and conditions, if Kasparov Finance & BI and the Interim Professional have agreed in advance and in writing.

7.13 Employment of the Interim professional abroad by a Client based in the Netherlands is only possible under strict management and supervision of the Client and for a definite period of time, if this has been agreed in writing with Kasparov Finance & BI and the Interim professional has agreed in writing.

7.14 The Client shall reimburse the Interim Professional for damages incurred due to the fact that an item belonging to him, which was used within the framework of the assigned activities, has been damaged or destroyed, provided it can be demonstrated that the Client contributed to such damage and is to blame for it.

7.15 As far as possible, the Client shall take out adequate insurance with respect to Interim Professionals. At the request of Kasparov Finance & BI, Principal shall provide proof of insurance.

7.16 Kasparov Finance & BI shall never be liable towards the Client for Damage caused to the Client and/or third parties by the actions or omissions of the Interim Professional. The Client indemnifies Kasparov Finance & BI against all Damages and costs (including legal costs of Kasparov Finance & BI) if Kasparov Finance & BI is held liable by third parties.

Article 8. Non-discrimination

8.1 The Client and Kasparov Finance & BI shall, in the conclusion and execution of the Assignment or other Agreement, in particular the Assignment for Recruitment and Selection or for Secondment of an Interim Professional or for the placement of ZZP Interim Professionals, only set requirements that are relevant to the function and take them into consideration. The Client and Kasparov Finance & BI will not make a prohibited distinction based on religion, belief, political opinion, gender, race, nationality, sexual

orientation, marital status, disability, chronic illness, age or any other grounds whatsoever.

8.2 The Client warrants to Kasparov Finance & BI that the selection criteria it applies in the evaluation, selection, and (intended) rejection of a Candidate or ZZP Interim professional are exclusively job-related and objectively justified, and that it does not engage in any prohibited discrimination as referred to in Article 8.1. The Client shall indemnify Kasparov Finance & BI against all claims by Candidates, ZZP Interim professional or other third parties, as well as against all Damages and costs (including the actual costs of legal counsel and any awarded damages), that in any way arise from or are related to a selection decision or ground for rejection applied by the Client that violates the prohibition on discrimination set forth in Article 8.1. This indemnification applies in full, even if the relevant selection decision or grounds for rejection were communicated to the Candidate or ZZP Interim professional by Kasparov Finance & BI on behalf of the Client.

Article 9. Co-determination

9.1 The Client declares that it is aware of its obligations under the Works Councils Act (‘*Wet op de ondernemingsraden*’, hereinafter: WOR). The Client shall timely inform the employee participation body established for his company with regard to the (expected) deployment of employees in his company. If and insofar as the Client, in fulfilling these information obligations, wishes to rely on information provided or to be provided by Kasparov Finance & BI, such provision of information shall not exceed what is required pursuant to the WOR. The Client warrants that at the time of the conclusion of an assignment or other Agreement, the obligations of the Client under the WOR have been met, such as requesting advice from the employee participation body established for his company.

9.2 Interim professionals are granted participation rights with the Client after twenty-four (24) months of employment with the Client. The Client is obligated to give the employee, who is a member of an employee participation body of Kasparov Finance & BI or of the Client, the opportunity to exercise such employee participation rights in accordance with the laws and regulations. In the event that the Interim professional exercises employee participation within the Client's company, the Client is also due to pay the Client rate for the hours during which the employee carries out activities during working hours or follows training in connection with the exercise of employee participation.

Article 10. Working conditions

10.1 The Client declares itself aware of the fact that, pursuant to the Working Conditions Act (Arbeidsomstandighedenwet), it is regarded as the employer of the candidate and the Interim Professional With regard to the ZZP Interim Professional, the Client shall, if and insofar as applicable, comply with the Working Conditions Act.

10.2 Client is responsible towards the Candidate and/or (ZZP) Interim professional (if and insofar as applicable) and towards Kasparov Finance & BI for the fulfillment of the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related laws and regulations in the field of safety in the workplace and good working conditions in general.

10.3 If the Candidate, Interim Professional or ZZP Interim Professional (if and insofar as applicable) suffers an industrial accident or an occupational disease, the Client shall, where required by law, immediately inform the competent authorities and ensure that a written report is drawn up without delay. In the report, the circumstances of the accident are recorded in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or occupational illness. The Client informs Kasparov Finance & BI as soon as possible about the industrial accident or occupational disease, but within three (3) working days at the latest, and submits a copy of the report as well as all other written documents.

10.4 The Client shall compensate the Candidate and the (ZZP) Interim professional for all damages (including costs, including the actual costs of legal assistance) that the Candidate and/or the (ZZP) Interim professional has suffered, is suffering and will suffer, if and insofar as the Client and/or Kasparov Finance & BI are liable for such damages on the basis of, inter alia, Article 7: 658 and/or Article 7:611 and/or Article 6:162 of the Dutch Civil Code. If a Candidate or (ZZP) Interim Professional holds Kasparov Finance & BI liable on the basis of the aforementioned articles, the Client expressly indemnifies Kasparov Finance & BI against all related claims.

10.5 If the industrial accident results in death, the Client shall be obligated to compensate the damages (including the actual costs of legal assistance).

10.6 The Client shall adequate insurance itself against liability on the basis of the provisions in this article. At the request of Kasparov Finance & BI, the Client shall provide proof of such insurance.

Article 11. Termination of Agreement

11.1 After the Agreement has been concluded for an indefinite period, the Client and Kasparov Finance & BI can, unless expressly agreed otherwise in writing, terminate the Agreement in whole or in part at any time by giving notice of termination. Termination must be notified to the other party in writing. Termination is possible with a notice period of one (1) month.

11.2 The Agreement or Assignment for a definite period of time ends by operation of law upon the expiry of the agreed period or because a predetermined objectively definable event occurs. Interim termination by the Client, the Contractor and Kasparov Finance & BI is possible with a notice period of one month, unless otherwise agreed in writing. Such termination must be effected in writing.

11.3 Upon termination of the Agreement, all claims of Kasparov Finance & BI against Client or Contractor shall be immediately and fully due and payable, and without prejudice to any other rights of Kasparov Finance & BI under the Agreement, these General Terms and Conditions and the applicable statutory provisions.

11.4 Termination of the Agreement in accordance with the Agreement or this Article of the General Terms and Conditions by one party shall not give rise to any to compensation on the part of the other party.

11.5 Both parties shall be entitled to terminate the Agreement with immediate effect if one of them is in a state of bankruptcy or suspension of payments.

Article 12. Entering into co-operation with Candidate

12.1 The Client is entitled to enter into a Co-operation with a Candidate only in compliance with the provisions of this article.

12.2 The Client who intends to enter into a Co-operation with the employee, will timely inform Kasparov Finance & BI thereof in writing prior to giving effect to such intention. The Client is familiar with the laws and regulations in the field of successive employership and accepts all obligations arising there from. The Client is responsible for the investigation and assessment of the employment history of the employee. Kasparov Finance & BI can, to the extent permitted by the General Data Protection Regulation (AVG) and related laws and regulations, provide information about this employment history at the request of the Client, but cannot guarantee the accuracy and completeness thereof, partly because Kasparov Finance & BI is dependent on the Candidate and (ZZP) Interim professional.

12.3 Neither the Client - nor a company affiliated with the Client - can, without the intervention of Kasparov Finance & BI, enter into a collaboration during the term of an Agreement entered into with Kasparov Finance & BI or an Assignment awarded to Kasparov Finance & BI or during a certain period after the end of an Agreement entered into with Kasparov Finance & BI or an Assignment awarded to Kasparov Finance & BI:

- the Candidate in the case of Recruitment and Selection. During the term of the recruitment and selection agreement or if the Client has rejected the Candidate or has terminated the Co-operation with the Candidate during the trial period, the Client is not permitted to enter into a Co-operation agreement with the Candidate within twelve (12) months after Kasparov Finance & BI has introduced the Candidate, unless Kasparov Finance & BI has given its written permission to the Client and the Client has still paid the full recruitment and selection fee, as described in Article 5.7 of the General Terms and Conditions, to Kasparov Finance & BI;
- The Interim Professional or Candidate in the case of Secondment. The Client and/or companies affiliated with the Client are only permitted to enter into a Co-operation with the Candidate or Interim Professional during the term of the Assignment and/or any extension thereof, or within twelve (12) months after termination of the Assignment, provided that the Client pays a reasonable mediation fee to Kasparov Finance & BI. Unless otherwise agreed in writing, the reasonable mediation fee shall be calculated by multiplying the agreed hourly rate by 3,000 hours, reduced by – insofar as applicable – the number of hours already actually paid by the Client in the context of the relevant Assignment and in respect of the relevant Interim Professional or Candidate. In determining the mediation fee, account has been taken of the various investments – including recruitment costs – made by Kasparov Finance & BI, in line with what is customary in the market. This fee shall be deemed by Kasparov Finance & BI and the Client to constitute a reasonable fee within the meaning of Article 9a paragraph 2 of the Dutch Allocation of Labour by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs);
- The Interim Professional or Candidate in the case of Secondment and/or consultancy assignments and project management in the field of BI and ESG. The Client and/or companies affiliated with the Client are only permitted to enter into a Co-operation with the Candidate or Interim Professional during the term of the Assignment and/or any extension thereof, or within twelve (12) months after termination of the Assignment, provided that the Client pays a reasonable mediation fee to Kasparov Finance & BI. Unless otherwise agreed in writing, the reasonable mediation fee shall amount to fifty per cent (50%) of the annual remuneration (including fixed allowances) that the Candidate or Interim Professional will receive from the Client. Annually – meaning if, during a period of twelve (12) months, the Candidate or Interim Professional has performed at least 1,000 hours of uninterrupted work through the mediation of Kasparov Finance & BI – a reduction of five per cent (5%) of the invoiced amount shall apply. If the Candidate or Interim Professional has not worked at least 1,000 uninterrupted hours, no reduction shall apply;
- The Candidate or ZZP Interim Professional in the case of placement of a ZZP Interim Professional. The Client is not permitted to enter into a Co-operation with the Candidate or the ZZP Interim Professional during the term of the Assignment and/or any extension thereof, or within twelve (12) months after termination of the Assignment, unless the Client has paid Kasparov Finance & BI a reasonable mediation fee. Unless otherwise agreed in writing, the reasonable mediation fee shall amount to the full Recruitment and Selection fee as described in Article 5 of these General Terms and Conditions.

12.4 If, other than as described above, during the term of the Agreement or Assignment and/or within twelve (12) months after termination thereof, the Client causes a Candidate in the context of a Recruitment and Selection Assignment and/or a (ZZP) Interim Professional to perform work in any manner whatsoever – directly or indirectly – for or on behalf of the Client and/or companies affiliated with the Client, or enters into a Co-operation with such person(s), whether against payment or free of charge, other than through the mediation of Kasparov Finance & BI, or if the Client fails to inform Kasparov Finance & BI thereof, then the Client shall, in addition to the fee(s) referred to in Article 12.3, forfeit to Kasparov Finance & BI an immediately due and payable contractual penalty of EUR 30,000 per violation and EUR 2,500 for each day that the violation continues. This penalty provision shall not prejudice the right of Kasparov Finance & BI to demand performance of the relevant provisions and/or to claim compensation for the actual Damage suffered or to be suffered as a result of the Client's conduct.

Article 13. Confidentiality

13.1 The Client and Kasparov Finance & BI and ZZP Interim Professional will not provide Confidential Information from or about the other party, its activities, employees, clients and other relations, which has become known to them in connection with an Offer, Assignment or other Agreement, to third parties, unless - and then to the extent that - provision of that information is necessary to properly execute the Assignment or they are under a legal obligation to disclose.

13.2 Kasparov Finance & BI imposes a general obligation of confidentiality on its employees and the (ZZP) Interim Professionals. In addition, at the request of the Client a more specific obligation to maintain secrecy can be agreed upon. The content thereof is agreed upon by Kasparov Finance & BI and the Client. Kasparov Finance & BI cannot guarantee compliance with such an obligation of confidentiality and is not liable for any fine, penalty or possible damages from the Client as a result of the breach of an obligation of confidentiality by the (ZZP) Interim professional. The Client shall indemnify Kasparov Finance & BI against claims from third parties in relation to the failure of the (ZZP) Interim professional to comply with an obligation of confidentiality.

13.3 The obligations imposed on the Client and Kasparov Finance & BI and ZZP Interim professional by virtue of this article also apply to companies that are affiliated in any way with the Client or Kasparov Finance & BI, as well as its directors, supervisory directors and/or employees.

13.4 In the event that the Client or ZZP Interim professional violates the duty of confidentiality, as provided above, the Client or ZZP Interim professional shall forfeit to Kasparov Finance & BI an immediately payable fine of € 25,000 per violation, as well as a fine of € 2,500 for each day that the breach continues, without

prejudice to the right of Kasparov Finance & BI to instead extend the term of performance and/or to claim compensation for the actual damages suffered by it as a result of the conduct of the Client or ZZP Interim professional.

13.5 Without the prior written permission of Kasparov Finance & BI, the Client is not permitted to disclose information regarding candidates, (ZZP) Interim-professionals or employees proposed by Kasparov Finance & BI, whether or not rejected by the Client, or to check references of these Candidates without the intervention of Kasparov Finance & BI or to share any information about Candidates, (ZZP) Interim-professionals or employees with third parties. In the event of a breach of the provisions of the previous paragraph, the Client is due an immediately payable penalty of € 25,000 and a penalty of € 2,500.00 for each day that the breach continues, without prejudice to the right of Kasparov Finance & BI to full compensation and to the fulfillment of this provision.

Article 14. Intellectual Property

14.1 Kasparov Finance & BI shall, at the request of the Client, have the Candidate and/or (ZZP) Interim professional sign a written statement in order - insofar as necessary and possible – to ensure and/or promote that all rights of intellectual and industrial property on the results of the activities of the Candidate and/or (ZZP) Interim professional accrue to, or are shall be transferred to the Client. If Kasparov Finance & BI in connection herewith is required to pay any remuneration or otherwise incurs any costs, the, the Client shall owe Kasparov Finance & BI an equivalent remuneration and/ or equivalent costs.

Article 15. Invoicing and payment

15.1 Unless otherwise agreed in writing or specified in these General Terms and Conditions, invoices will be issued monthly and sent to the Client (possibly by means of an electronic message).

15.2 The Client is obliged to pay the invoice, without applying any (payment) discount and without any right of set-off and/or suspension, within thirty (30) calendar days from the invoice date, unless agreed otherwise in writing. The Client is not permitted to set off any debt it owes to Kasparov Finance & BI against any claim that the Client may have against Kasparov Finance & BI, by virtue of the Agreement and/or on any other grounds. If an invoice is not paid within this term, the Client is legally in default from the first day after the expiry of the term of payment and must pay an interest of 1% per calendar month over the outstanding amount, whereby a part of a month is counted as a full month. The copy of the invoice sent by Kasparov Finance & BI to the Principal is considered full proof of the interest being due and of the date on which the interest calculation begins.

15.3 Only payments made to Kasparov Finance & BI or a third party designated in writing by Kasparov Finance & BI have a discharging effect. Payments made by the Client to a Candidate or (ZZP) Interim professional, under any title whatsoever, are non-binding towards Kasparov Finance & BI and cannot constitute grounds for payment or settlement.

15.4 If the Client disputes the invoice, in whole or in part, the Client must inform Kasparov Finance & BI in writing within fourteen (14) calendar days after the invoice date, accurately stating the reasons. After this period, the Client's right to dispute the invoice expires. The burden of proof concerning the timely contestation of the invoice rests with the Principal. Contestation of the invoice does not relieve the Client of its payment obligation.

15.5 The Client is not authorised to set off the invoice amount, regardless of whether it disputes it, against a counterclaim (whether justified or not) and/or to suspend payment of the invoice.

15.6 If, in the opinion of Kasparov Finance & BI, the financial position and / or payment history of the Client gives rise thereto, the Client is obliged at the first written request of Kasparov Finance & BI: to provide an advance; and / or adequate security for its obligations to Kasparov Finance & BI, by means of a bank guarantee, pledge or otherwise. Security can be requested for both existing and future obligations, an advance payment only for future obligations. The size of the requested security and/or advance payment must be in proportion to the size of the relevant obligations of the Client. If the Client fails to provide the requested advance payment or security within the time period set by Kasparov Finance & BI, the Client is in default without further notice of default being required and Kasparov Finance & BI is entitled to suspend the execution of its obligations under all assignments and/or other agreements with the Client or to terminate all assignments and/or other agreements with the Client with immediate effect, without being obliged to pay damages to the Client in connection with this suspension or termination. All claims of Kasparov Finance & BI become due and payable immediately as a result of the termination. All judicial and extrajudicial (collection) costs incurred by Kasparov Finance & BI as a result of the failure of the Client to fulfill its obligations under this article shall be borne entirely by the Client.

15.7 If the Assignment is entered into with more than one Client, belonging to the same Group of companies, all Client's are jointly and severally liable for the fulfillment of the obligations under this article, regardless of the name of the invoice. Full payment of the invoice, any additional costs and interest by a Client releases the other Client's from their payment obligation towards Kasparov Finance & BI.

15.8 All costs, both extrajudicial and judicial (including costs of legal assistance), incurred by Kasparov Finance & BI in fulfilling the obligations of the Client shall be borne by the Client. The extrajudicial costs are at least 15% of the outstanding amount plus the contractual interest mentioned above, with a minimum of € 250, without prejudice to the right of Kasparov Finance & BI to claim the actual costs.

15.9 In the event of a suspension of payments, bankruptcy, liquidation or insolvency, all claims against the Client shall be immediately and fully due and payable.

15.10 In the event of Secondment, Kasparov Finance & BI is entitled to implement one or more interim increases in the Fee in the event of (i) change as a result of a government measure or other binding regulations, (ii) change in social security charges and premiums, tax legislation and generally binding regulations or (iii) change as a result of a measure within the applicable Collective Labour Agreement, of the remuneration or terms of employment.

Article 16. Liability

16.1 The total liability of Kasparov Finance & BI due to attributable failure to perform the Agreement shall be limited to the amount paid out in the relevant case by any liability insurance of Kasparov Finance & BI (to be increased with an excess, if applicable). If a claim is not covered by the liability insurance of Kasparov Finance & BI or if Kasparov Finance & BI has not taken out liability insurance in this matter, but it has been irrevocably established that Kasparov Finance & BI is nevertheless liable, then (i.) the liability of Kasparov Finance & BI arising from the Assignment and/or Agreement and/or other Agreement in relation to the placement or Secondment of a Candidate and/or a (ZZP) Interim professional, is limited per event to the Fee to be charged under these General Terms and Conditions, the Assignment (confirmation) and/or the Agreement and/or other Agreement for the duration of the Assignment with a maximum of two (2) months; (ii.) Kasparov Finance & BI's liability in connection

with other services (including a recruitment and selection assignment) is limited per occurrence to the Rate charged by Kasparov Finance & BI to the Client for the Assignment. The liability of Kasparov Finance & BI is always limited to € 25,000 (in words: twenty-five thousand Euros) per incident. In the application of this article, a series of related events is deemed to be one event.

16.2 Kasparov Finance & BI is exclusively for direct Damages. Direct Damage is exclusively understood to mean the reasonable costs of determining the cause and extent of the Damage, to the extent that such determination relates to Damage within the meaning of these General Terms and Conditions, any reasonable costs incurred in order to make the faulty performance of Kasparov Finance & BI conform to the Agreement, to the extent that such costs can be attributed to Kasparov Finance & BI, and reasonable costs incurred in preventing or limiting Damage, to the extent that the Client demonstrates that such costs have resulted in limiting the direct Damage as referred to in these General Terms and Conditions. Kasparov Finance & BI shall never liable for indirect Damage, including consequential damages, lost profits, lost savings and damage due to business interruption.

16.3 Liability of Kasparov Finance & BI due to attributable failure to perform an Agreement arises in all cases only if the Client or Contractor immediately gives Kasparov Finance & BI notice of default in writing, whereby a reasonable time period for performance is then given and Kasparov Finance & BI continues to fail imputably in the fulfillment of its obligations after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Kasparov Finance & BI is able to respond adequately.

16.4 Contrary to the statutory limitation periods, the limitation period for all claims and defenses of the Client or Contractor against Kasparov Finance & BI is one year. Each liability lapses by the expiry of one year from the moment that the Agreement has been performed. The legal claim for damages of the Client or Contractor against Kasparov Finance & BI lapses one year after the Client or Contractor has held Kasparov Finance & BI liable.

16.5 Kasparov Finance & BI is not liable for Damages if such Damage results from or is related to wrong or incomplete information provided by the Client, Contractor or a third party (which also includes a Candidate or an Interim professional). Kasparov Finance & BI is not liable for (the consequences of) printing or writing errors.

16.6 The limitations of liability mentioned in this article will cease to apply if and insofar as Damage is the result of intent or deliberate recklessness of Kasparov Finance & BI.

16.7 If the Client or Contractor should fail in the proper fulfillment of his obligations towards Kasparov Finance & BI, Client or Contractor will be liable for all damages on the part of Kasparov Finance & BI resulting directly or indirectly from such failure.

16.8 Should the Client or the Contractor fail to take adequate measures, Kasparov Finance & BI is entitled, without notice of default, to do so itself. All costs and damages incurred by Kasparov Finance & BI and third parties as a result will be reimbursed by the Principal or the Contractor to Kasparov Finance & BI.

Article 17. Privacy

17.1 Within the framework of the Assignment or other Agreement, a regular exchange of personal data takes place, in particular of Candidates, (ZZP) Interim professionals and employees. The Client and Kasparov Finance & BI are obliged to treat this information confidentially in accordance with the General Data Protection Regulation (AVG) and related laws and regulations.

17.2 Both Kasparov Finance & BI and Customer qualify as data controller unless parties explicitly agree that one of the parties is a processor on behalf of the other. In that case, parties shall agree upon a processor's Agreement.

17.3 The Client does not request data from Kasparov Finance & BI that Kasparov Finance & BI is not permitted to provide under applicable laws and regulations. The Client is responsible for the further processing of the data provided to it by Kasparov Finance & BI.

17.4 The Client is responsible for ensuring that Kasparov Finance & BI is only provided with personal data if and to the extent that the Client is entitled to do so and has a legally valid basis, such as the required permission of the persons involved.

17.5 The privacy statement of Kasparov Finance & BI applies to the processing of personal data of contact persons of the Client.

17.6 The Client indemnifies Kasparov Finance & BI against any claim from Candidates, (ZZP) Interim-professionals, employees of the Client or other third parties against Kasparov Finance & BI in connection with a breach by the Client of the provisions in this article and shall reimburse Kasparov Finance & BI for the related costs incurred.

Article 18 Force majeure and deadlines

18.1 The implementation of the Agreement on the part of Kasparov Finance & BI concerns an obligation to perform to the best of his abilities. Kasparov Finance & BI is not obliged to fulfill any obligation or commitment if Kasparov Finance & BI is hindered by a circumstance that is not due to negligence, nor under the law, a legal act or generally accepted practice. In short: in case of force majeure.

18.2 In these General Terms and Conditions, force majeure is defined, in addition to the definitions in the law and jurisprudence, as all external causes, foreseen or unforeseen, on which Kasparov Finance & BI has no influence (including but not limited to employee illness, power and computer failures, viruses, fire, theft, strikes in the company of Kasparov Finance & BI), but which prevent Kasparov Finance & BI from fulfilling its obligations.

18.3 Kasparov Finance & BI is also entitled to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Kasparov Finance & BI should have fulfilled its obligations.

18.4 If, at the time of the commencement of force majeure, Kasparov Finance & BI has already partially fulfilled its obligations under the Agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, Kasparov Finance & BI is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate Agreement.

18.5 If a term and/or period of execution of the Assignment or Agreement have been agreed, this is based on the circumstances prevailing at the time of conclusion of the Agreement, as well as on a timely, correct and complete supply of the information required by the Client for commencement of the execution of the Agreement. An agreed term therefore only commences after all the necessary information and Documents are in Kasparov Finance & BI's possession and the (advance) payment, if and insofar as it must be made in the Order, has been made or the requested security has been provided.

18.6 Any periods set out in the Agreement within which Kasparov Finance & BI must comply with obligations are approximate only and are not to be regarded as deadlines. By exceeding such a term, Kasparov Finance & BI is not in default. Such failure of Kasparov Finance & BI shall never constitute grounds for termination of the Agreement. If such a deadline is exceeded, the Client can set a new, reasonable deadline of at least 10 working days, within which Kasparov Finance & BI must have executed the Agreement. Exceeding this new, reasonable deadline only provides a ground for dissolution of the Agreement by the Client, provided that the failure would justify the dissolution. Exceeding a term of execution agreed upon between the parties does not give the Client the right to claim damages, unless it concerns intent or gross negligence on the part of Kasparov Finance & BI. If a term of execution has not been expressly agreed, a reasonable term of execution applies, counting from the moment of formation of the Agreement.

18.7 If the commencement or progress of the Agreement is delayed by factors for which the Client is responsible, the Client must compensate Kasparov Finance & BI for the resulting damage and costs.

Article 19. Advertising

19.1 Complaints by the Client about invoices of Kasparov Finance & BI must be made in writing within 14 days after the execution of the Order. Complaints do not suspend the Client's payment obligation.

19.2 Client must keep evidence of the (alleged) shortcomings in the execution of the Work by Kasparov Finance & BI, at least a Candidate, (ZZP) Interim professional or an employee of Kasparov Finance & BI and enable Kasparov Finance & BI to investigate reported complaints. If a complaint turns out to be unfounded, the resulting costs, including investigation costs, shall be borne by the Client.

Article 20. Right of suspension

20.1 Kasparov Finance & BI is entitled to suspend the fulfillment of all its obligations until such time that: (i.) due and payable payment obligations have been fully met by the Client; (ii.) the Client or the Contractor fails to meet, or does not meet on time, obligations arising from the Agreement; (iii.) after the conclusion of the Agreement, circumstances have come to the knowledge of Kasparov Finance & BI which give good reason to fear that the Client or the Contractor will not, or will not meet on time; (iv.) the Client has been requested to provide security on the basis of article 15.6 of these General Terms and Conditions and the Client does not do so or provides insufficient security; and/or (v.) due to a delay on the part of the Client or the Contractor, it can no longer be demanded of Kasparov Finance & BI that the Agreement be fulfilled on the terms originally agreed upon.

20.2 Client is not entitled to temporarily suspend the employment of the Candidate or the (ZZP) Interim professional, wholly or partially, unless agreed in writing or in the event of force majeure as referred to in Article 6:75 of the Dutch Civil Code.

20.3 If the Client is not entitled to temporarily suspend the Secondment or placement, but the Client temporarily does not have any work for the Candidate and/or the (ZZP) Interim professional, the Client must pay Kasparov Finance & BI the agreed Rate in accordance with the Agreement for the duration of the Assignment.

Article 21. Final provisions

21.1 Dutch law applies to all agreements and any other legal relations with Kasparov Finance & BI.

21.2 These General Terms and Conditions have been drawn up in both Dutch and English. In the event of any discrepancy between the Dutch and English version, the Dutch version shall prevail.

21.3 All disputes that may arise between Kasparov Finance & BI on the one hand and the Client or the Contractor on the other hand, will be submitted for settlement exclusively to the competent court in the place of residence of Kasparov Finance & BI. Kasparov Finance & BI remains entitled to submit a dispute to the competent court according to law.

21.4 If a provision in the General Terms and Conditions or the Agreement should be or become invalid, the other provisions will remain fully in force. The parties will replace the invalid provision(s) with a provision of corresponding importance which approximates the intention of the original provision as closely as possible.

21.5 Kasparov Finance & BI is authorised to make changes to these General Terms and Conditions. These changes take effect at the announced time of entry into force.

21.6 All obligations arising for the Client or the Contractor from the Agreement or these General Terms and Conditions, which by their nature are intended to continue even after the Agreement has been terminated, shall continue to exist after the Agreement has been terminated.