

GENERAL TERMS AND CONDITIONS OF SUPPLY

We work for our clients subject to the conditions set out in this document. If you place an order with us, this shall imply that you agree to these conditions.

Article 1: Definitions

1.1. In these Terms and Conditions of Supply and in the agreements to which these General Terms and Conditions have been declared applicable, the terms below shall be understood to have the following meanings:

Contractor: Governance & Integrity International B.V., listed in the commercial register of the Chamber of Commerce under number 34255153.

Client: a natural person or legal entity which has issued an assignment to the Contractor for the performance of services

Services: all services offered by the Contractor in relation to consultancy about and the development and implementation of integrity programmes, the provision of training courses or related tasks, all of which in the broadest sense of the word, in addition to all other tasks of any type whatsoever that are performed on behalf of the Client in the context of an assignment, including tasks performed that are not explicitly requested by the Client.

Agreement: the agreement for the supply of services that is concluded between the Contractor and the Client.

Article 2: Scope of application

- 2.1.** These Terms and Conditions of Supply shall apply to: all offers, proposals, tenders, assignments, legal relationships and agreements, under whatever name they are known, in which the Contractor provides the Client with an undertaking to perform tasks, and to perform all more detailed, additional assignments, follow-up assignments, agreements and/or legal transactions arising therefrom that are subsequently assigned to the Contractor.
- 2.2.** Any purchasing terms and conditions or other general terms and conditions of the Client shall not apply, unless the Contractor has expressly accepted them in writing.
- 2.3.** In the event that one or more of the stipulations in these General Terms and Conditions is invalid or should so become, the other stipulations of the General Terms and Conditions shall remain fully applicable. The Client and the Contractor shall then enter into consultations in order to agree a new stipulation to replace the stipulation that is invalid or was declared null and void. The new stipulation shall, to the greatest extent possible, correspond to the aim and purpose of the original stipulation.
- 2.4.** The Client shall be entitled at all times to amend or supplement these terms and conditions of supply. In such cases, the Client shall notify the Contractor of the amendments in good time in writing or by electronic means. The date on which the notification is made and the date on which the amended terms and conditions enter into force shall be at least two weeks apart.

Article 3: Quotations

- 3.1.** Quotations issued by the Contractor shall be based on the information provided by the Client. The Client warrants that to the best of its knowledge, it has provided all of the information that is essential for the setting up, performance and conclusion of the assignment. In the event that this information is found at any time to have been incorrect and/or incomplete, the Contractor reserves the right, unilaterally or in the interim, to amend the assignment cost agreed with the Client for the services to be provided by the Client.
- 3.2.** The offers or quotations provided by the Contractor shall be without obligation. Offers in which a deadline for acceptance is stated, shall not have the effect of binding the Contractor to that date.
- 3.3.** Unless indicated otherwise, the prices and/or rates in the aforementioned quotations shall be exclusive of VAT and other government levies, and, unless otherwise stated, shall also not include any costs incurred in connection with the assignment, including travel, postage, administration and accommodation costs.
- 3.4.** Travel, postage, administration and accommodation costs incurred by third parties engaged by the Contractor, the costs of course material used by the Contractor and costs relating to print-runs of notices, reports etc. shall be invoiced separately.
- 3.5.** The prices and rates shall be index-linked on 1 January of each year, based on the figures relating to the provision of business services, as compiled by Statistics Netherlands (CBS).
- 3.6.** A combined statement of prices shall not oblige the Contractor to perform part of an assignment in return for payment of a corresponding part of the stated price.
- 3.7.** Quotations shall not automatically apply to future assignments.
- 3.8.** In the event that once the Agreement has been concluded, circumstances (such as increases in the prices of the materials used and similar) that will give rise to increased costs should occur, those costs can be charged to the Client.

Article 4: Formation of the Agreement

- 4.1.** The Agreement shall be formed as soon as the Client has signed the quotation issued by the Contractor, or agrees to the quotation either in writing and/or by electronic means.
- 4.2.** The absence of any written or electronic approval of the quotation issued by the Contractor shall not alter the fact that in accordance with the conditions of the quotation, the Client shall be deemed to have issued an assignment, in the event that and as soon as the actual provision of services by the Contractor has commenced.
- 4.3.** For as long as the Agreement has not been formed, the Contractor reserves the right to deploy its capacity elsewhere.
- 4.4.** In the event that the acceptance differs from the offer included in the quotation, it shall not be binding upon the Contractor. The assignment shall not come into existence in accordance with that amended acceptance, unless the Contractor indicates otherwise.

Article 5: Payment

- 5.1.** The Contractor shall be entitled at all times to demand payment in advance.

- 5.2. Payment must be effected in the manner indicated in the quotation and in all cases no later than 30 days following the invoice date. Objections pertaining to the amounts of invoices shall not suspend the obligation to effect payment.
- 5.3. In the event that the Client remains in default with regard to the payment, the Client shall be deemed, by operation of law, to be in arrears and the Contractor shall be entitled, without issuing any notice of default, to charge interest with effect from the date on which payment is due. The interest charged shall be equivalent to the statutory (commercial) interest rate, together with all judicial costs and extrajudicial expenses incurred in order to collect the amount owing. All amounts owed to the Contractor by the client shall immediately fall due from that moment.
- 5.4. The payments effected by the Client shall first be used to meet the expenses, then to satisfy any interest due and thereafter to repay the principal amount. All judicial costs or out-of-court expenses associated with the collection of any amount owed by the Client shall be borne by the Client, in which regard the extrajudicial collection costs shall be deemed to be equivalent to at least 15% of the amount to be claimed.
- 5.5. The Client shall not be entitled to offset any amounts due for any reason whatsoever. The Client shall not be entitled to suspend any payment to be effected to the Contractor.
- 5.6. In the event that payment is not effected in a timely manner, the Contractor shall be entitled to suspend all of its obligations, without being liable to pay compensation of any type to the Client. In so far as the Client nevertheless performs tasks at the request of the Client during that period of time, the Contractor shall be entitled to invoice the Client for a separate remuneration for any such tasks, at the Contractor's customary rates.

Article 6: Performance of the Agreement

- 6.1. The Contractor shall perform the Agreement to the best of its understanding and ability. The Contractor shall perform the Agreement in an impartial and independent manner. The Services performed by the Contractor shall be solution-oriented and result-oriented, without any guarantee of a solution or result being achieved. The effort expended by the Contractor shall expressly take the form of an obligation to use best endeavours and therefore does not constitute an obligation of result.
- 6.2. The Contractor shall be entitled to commission third parties to perform the Agreement or a part thereof. In the event that the Contractor finds it necessary, the person/persons performing the Agreement may be changed, including after performance of the Agreement has commenced.
- 6.3. All trainers, advisers and analysts deployed by the Contractor shall be qualified to carry out the work they are performing (they must possess extensive knowledge and experience in the area of integrity).
- 6.4. All trainers in Moral Judgement shall be certified. They must have completed the Train the Trainer course that is delivered by the Contractor.
- 6.5. Unless otherwise agreed in writing, the Client shall not be entitled to require that specific trainers be used.
- 6.6. An expert employed by the Contractor shall be entitled to attend a training course delivered by a certified trainer at any time. The Contractor is a registered institution listed on the Central Register of Short-Term Vocational Education (CRKBO). This means that the Contractor will be responsible for the quality of the training courses and will take steps to ensure that this

is achieved. In that regard, a second person shall occasionally be present at a training course in order to ascertain that this is the case. The Contractor shall inform the Client of this in advance.

- 6.7. In consultation with the Client, the Contractor shall be entitled to deploy a trainer in training as a trainer, so that he/she is in a position to complete his/her trainer's examination. In that regard, an expert employed by the Contractor shall attend that training course in the capacity of an examiner.
- 6.8. The Contractor shall be entitled to allow a trainer in training to attend a training course delivered by another trainer. The Client shall be informed of this in advance.
- 6.9. The Client shall take steps to ensure that all data stated by the Client to be necessary, or with regard to which the Client ought reasonably to understand that they are necessary in order to perform the Agreement, are provided to the Contractor in good time. In the event that the data needed in order to perform the Agreement have not been provided to the Contractor in good time, the Contractor shall be entitled to suspend the performance of the Agreement and/or to invoice the Client at the customary rates for any additional costs that arise as a result of the delay.
- 6.10. The Contractor shall not bear any liability for losses or damage, of any type whatsoever, resulting from the fact that the Contractor performed its services on the basis of inaccurate and/or incomplete data supplied by the Client, unless that inaccuracy or incompleteness ought to have been apparent to the Contractor.
- 6.11. In the event that a specific deadline has been agreed for the completion of certain Services, this shall not be a final deadline, unless expressly agreed otherwise. If the agreed deadline is exceeded, this shall not result in the Contractor being deemed to have committed an attributable breach. The Client shall not be entitled to dissolve the Agreement for that reason and shall not be entitled to compensation.
- 6.12. Amendments or additions to the Agreement shall only become binding once confirmed in writing by the Contractor.

Article 7: Complaints

- 7.1. Complaints relating to the performance of the Agreement and/or to invoicing must be submitted as quickly as possible in writing and in all cases no later than 14 days following the date on which the documents or Services that form the subject of the Client's complaint were sent or performed, or within 14 days of the date on which the shortcoming in the performance of the Agreement and/or invoicing was discovered, in the event that the Client is able to demonstrate that it could not reasonably have discovered that shortcoming at an earlier stage. In the event that the deadlines laid down in the previous paragraph are exceeded, any claims against the Contractor shall lapse.
- 7.2. Complaints of the type referred to in the first paragraph shall not suspend the Client's obligation to effect payment.
- 7.3. In the event that a justified complaint has been made, the Contractor shall have the choice of adjusting the fee invoiced, correcting or re-performing the rejected Services free of charge or not to perform the Agreement (any longer), in return for a reimbursement in proportion to the fee already paid by the Client.

Article 8: Cancellation

- 8.1. Cancellation shall be understood to refer to: the termination or partial termination of the Agreement by one of the Parties, before performance of the Agreement has commenced, or the postponement of the Services that the Contractor is required to perform in accordance with the Agreement.
- 8.2. Cancellation must be effected in writing or by email.
- 8.3. In the event that the Agreement is cancelled by the Client within the period of 14 to 7 days before performance of the Agreement is due to commence, the Client shall be required to pay 50% of the principal amount agreed in connection with the aforementioned Agreement. In the event that the Agreement is cancelled by the Client less than 7 days before performance of the Agreement is due to commence, the Client shall be required to pay 100% of the principal amount agreed in connection with the aforementioned Agreement.
- 8.4. The Contractor shall at all times be entitled to cancel the Agreement without charge.

Article 9: Insolvency, having no power of disposition and similar

- 9.1. Notwithstanding the stipulations in the other articles of these Terms and Conditions, the Agreement concluded between the Client and the Contractor shall be dissolved, without any judicial intervention and without any notice of default being required, if, at any time, the other party:
 - a. is declared insolvent;
 - b. applies for a (temporary) suspension of payments;
 - c. is affected by an executorial attachment order;
 - d. is placed under receivership or administration;
 - e. otherwise loses the power of disposition or legal capacity in relation to its assets or parts thereof.
- 9.2. The stipulations in paragraph 1 of this article shall apply, unless the Client's receiver or administrator recognizes the obligations arising from the Agreement as part of the insolvency estate.

Article 10: Force majeure

- 10.1. In the event that a situation of force majeure should occur on the side of Contractor, the Contractor shall be entitled to dissolve the Agreement or to suspend the fulfilment of its obligations towards the Client for a reasonable period of time, without being obliged to pay any compensation.
- 10.2. In the event that a situation of force majeure should occur when the Agreement has only been performed in part, the Client shall be obliged to fulfil its obligations towards the Contractor up to and until that point in time.
- 10.3. Circumstances that shall be deemed to constitute force majeure shall be understood to include: war, riot, civil unrest at home or abroad, government measures, strikes and lock-outs by employees or threats of these or similar circumstances, disruptions to the currency exchange rates in existence at the time that the Agreement is entered into, disruption to business operations due to fire, natural phenomena, weather conditions, road blockades and similar transportation difficulties, delivery problems, accidents, sickness and/or incapacity for work, epidemics and pandemics.

Article 11: Liability

- 11.1.** Any liability on the part of the Contractor shall at all times be limited to the amount that will be paid out by the (professional) liability insurance policies taken out by the Contractor, plus the amount of the excess, which, under the terms of the policy, will not be borne by the insurance company. In the event that for any reason whatsoever, the insurance company does not pay out, any liability shall not exceed the amount invoiced to the Client under the Agreement to which the failure(s) or error(s) relate.
- 11.2.** The Contractor shall never be liable for indirect, consequential losses or damage or for direct trading losses. The Contractor's liability shall never extend beyond what is laid down in these General Terms and Conditions, irrespective of whether claims are being brought on the grounds of an Agreement or on any other basis, such as a wrongful act. The limitation of liability within the meaning of this article shall not apply in the event of intentional acts or wilful recklessness on the part of the Contractor and/or its employees.
- 11.3.** The Client shall indemnify the Contractor against claims from third parties due to damage or losses caused by the fact that the Client did not provide the Contractor with any documents or information, or provided documents or information that were incorrect or incomplete.
- 11.4.** The Client shall indemnify the Contractor against claims from third parties (the Contractor's employees, including third parties engaged by the Contractor) who suffer damage associated with the performance of the service that is a consequence of actions, or a failure to act, on the part of the Client.

Article 12: Intellectual property rights

- 12.1.** All intellectual property rights, including copyright, that arise from the services provided by the Contractor, shall be the full and exclusive property of the Contractor. The Client acknowledges those rights and shall refrain from any infringement thereof. All documents, reports, pages that are supplied or optimized and recommendations shall remain the property of the Contractor. The Client is expressly forbidden from reproducing, making public or making use of these, whether or not by engaging third parties.
- 12.2.** For every infringement of the provisions in paragraph 1 of this Article, the Client shall be liable to pay the Contractor an immediately payable penalty of €5,000.00 per infringement, in addition to €250.00 per day (including part of a full day) during which the infringement is ongoing, notwithstanding the right of the Contractor to claim compensation for the losses or damage actually incurred.

Article 13: Confidentiality

- 13.1.** The Client acknowledges that it is obliged to uphold the confidentiality of information (in the broadest sense of the word) about the Contractor and its materials that is made available in the context of the Agreement. The Client undertakes to keep this information secret, not to divulge it to third parties or make it available to them for use and solely to make use thereof for the purpose for which it was made available, unless the Client is obliged to disclose such information or make it available for use in accordance with the law.
- 13.2.** For every infringement of the provisions of paragraph 1 of this Article, the Client shall be liable to pay the Contractor an immediately payable penalty of €5,000.00 per infringement, in addition to €250.00 per day (including part of a full day) during which the infringement is

ongoing, notwithstanding the right of the Contractor to claim compensation for the losses or damage actually incurred.

- 13.3.** The Contractor reserves the right to use the information from the meetings and training programmes for the purpose of scientific research.

Article 14: Limitation date

- 14.1.** Unless stipulated otherwise in these General Terms and Conditions, all rights to claim and all other entitlements of the Client against the Contractor on any grounds whatsoever in connection with the Services performed by the Contractor shall, in all cases, lapse once a period of one year has passed from the moment at which the Client became aware, or ought reasonably to have been aware of the existence of, those rights and entitlements.

Article 15: Other stipulations

- 15.1.** In the event that the Contractor performs Services on the Client's site, the Client shall ensure that a suitable workplace is provided that complies with the statutory health and safety standards and other applicable regulations that relate to health and safety in the workplace. The Client must ensure that in such cases, the Contractor is provided with office space and other facilities, which, in the Contractor's opinion are necessary or useful in order to perform the Agreement and which fulfil all of the applicable (statutory) requirements. With regard to the facilities (and computer facilities) provided, the Client shall be obliged to ensure continuity, amongst other things by ensuring sufficient backup, security and virus control procedures.
- 15.2.** In the case of training courses and seminars, the Client shall ensure that a suitable location, a flipchart or whiteboard, a projector, tea/coffee and meals are provided. The Contractor shall not be required to pay a charge for any of these.
- 15.3.** In the case of training courses and seminars, the Client shall provide workbooks and/or other working materials if needed.

Article 16: Applicable law and choice of forum

- 16.1.** All Agreements between the Contractor and the Client mentioned above shall be governed exclusively by the laws of the Netherlands.
- 16.2.** Any disputes associated with Agreements between the Client and the Contractor to which these General Terms and Conditions apply, shall be heard by the competent court of the district in which the Contractor resides.

Article 17: Registration of an individual participant

Once an individual participant has been registered to take part in a training course or programme and if that registration has been confirmed by the Contractor, the participant shall be entitled to a cooling-off period of 14 days. Within that period of 14 days, the participant shall be entitled to withdraw or cancel his/her registration, without conditions and without charge. In the event that within that period of 14 days, the Contractor has not received any communication from the participant, it shall assume that his/her participation is final.

Article 18: Complaints procedure

The Contractor's Complaints Procedure shall be applicable to all assignments given. That Complaints Procedure can be found on our website by visiting www.gi-nederland.com. A copy can also be requested from the office at GII, by telephoning +31 (0)20-8006120. Our privacy statement can also be found on the same website.