

# General terms and conditions of purchase

CCV Group B.V.



[www.ccv.eu](http://www.ccv.eu)

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01

# General provisions

# Definitions

## Services

The provision of services, including ICT-related services such as software as a service or cloud services.

## CCV

The private company CCV Group B.V., having its registered office in Arnhem, or a company affiliated to it.

## CCV Data

All data which:

CCV, its group companies, customers of the CCV group and other relations of the CCV group store in the Cloud Services or allow the Contractor to store in the Cloud Services; are created with or for the Cloud Services, including log files, usage statistics, CCV-specific configuration and/or parameterisation settings, CCV-specific data models, documentation and CCV-specific design.

## Goods

Goods and property rights including software products.

## Delivery

One or more deliveries of Goods and/or services.

## Order

One or more orders from CCV to a Contractor concerning a Delivery, a Service and/or work.

## Contractor's situation

Any (legal) person to whom CCV issues an Order.

## Agreement

A document in which the reciprocal rights and obligations of CCV and the Contractor are laid down.

## Parties

CCV, Contractor and any Staff to be deployed for the Order.

## Staff

the employees and/or collaborators to be utilised by the Contractor for the performance of the Agreement, who may or may not be employed by the Contractor in any capacity.

## Result (or Results)

The result of the performance of an Order. In case of Delivery: the Goods delivered to CCV; in case of Services: the services provided; in case of Works: the completed works.

## Conditions

These General Terms and Conditions of Purchase of CCV, including any (future) amendments or additions thereto.



# General provisions

## 1. Applicability and validity

### 1.1

Amendments, additions or deviations to any provision of these Terms and Conditions within the scope of an Agreement made at the request of the Contractor are only valid if they are laid down in writing and signed by both Parties and apply only to the Agreement in question, leaving these Terms and Conditions in full force and effect in all other respects. The applicability of the general terms and conditions of the Contractor is explicitly excluded.

### 1.2

If any provision of these Conditions is or becomes wholly or partially in breach of any mandatory statutory provision, these Conditions shall remain in full force in all other respects, while with regard to the invalid, annulled or nullified provisions, CCV shall, in consultation with the Contractor, draw up new provisions which shall come as close as possible to the purpose of the invalid, annulled or nullified provisions.

### 1.3

In all cases where the term “in writing” is used in these Terms and Conditions, this shall include all messages sent by letter or email which have reached CCV or the Contractor.

### 1.4

These Conditions shall apply to all offers and Agreements under which the Contractor supplies products and/or Services to CCV. The other more specific sections of these Terms and Conditions shall apply when the Contractor provides the products and/or Services to CCV as described in those sections.

### 1.5

In the event of any conflict between Section A. (“General”) and the more specific sections, the more specific sections shall prevail. In the event of a conflict with the Agreement, the Agreement shall prevail over these conditions.

## 2. Formation of Agreements

### 2.1

If the Contractor shall be screened by CCV on the basis of the applicable Supplier’s Due Diligence policy, CCV shall carry out a (re)boarding and screening process for the Contractor in accordance with the applicable laws and regulations, explicitly including CCV’s internal compliance policy. In that case, the entire agreement shall be entered into subject to the condition precedent that CCV has accepted the Contractor in question. CCV shall inform the Contractor as soon as possible after completing this process if the Contractor is not accepted. If the Contractor is accepted, CCV shall immediately inform the Contractor so that the Contractor can commence with the performance of the Agreement.

### 2.2

All quotes, offers and other statements of the Contractor shall be free of charge and shall be deemed to be binding and irrevocable, unless they have been explicitly issued as non binding.

### 2.3

Offers made by the Contractor shall specify at least terms, prices, desired quantities, delivery time and place of delivery. The Contractor shall guarantee the accuracy and completeness of the offer made by him or on its behalf. CCV may provide a specific deadline by which CCV shall receive the offer submitted and/or require a specific form for this purpose.

### 2.4

An Agreement shall be entered into if and in so far as CCV confirms an offer made by the Contractor by means of a written Order. The time of dispatch of the Order by CCV shall be decisive in this respect.

### 2.5

If a written order is placed by CCV without a prior offer by the Contractor, the Agreement shall be established if either a signed copy of the order confirmation

from the Contractor is received by CCV within 14 days of the order being sent, or the Order is performed by the Contractor in accordance with the order and accepted by CCV within that period. If an order confirmation from the Contractor differs in any respect from the order from CCV, no agreement shall be deemed as having been executed.

## 2.6

A verbal order from CCV shall only result in the formation of an Agreement if CCV subsequently confirms the order to the Contractor in writing within 14 days.

## 2.7

In the case of framework contracts, the Agreement shall be entered into at the time on which CCV sends an order for the partial performance of the Order within the framework of the framework contract.

## 2.8

Drawings, models, specifications, instructions, (inspection) regulations and similar items made available or approved by CCV prior to or at the time of the execution of the Agreement shall form part of the Agreement.

## 2.9

All negotiations can be terminated by CCV at any time without giving reasons and without any obligation for compensation.

## 2.10

The (initial) term of the Agreement has been determined in the Agreement. If no term is stipulated therein, the Agreement shall have a term of one year.

## 3. Prices

### 3.1

The prices stated in the Agreement shall be fixed. The Contractor shall not be entitled to change the agreed prices at any time, not even if the cost-determining factors, such as prices of raw materials, wages, currency rates and similar, have changed after the Agreement was entered into.

### 3.2

All prices in an Agreement shall be in Euro and shall be based on the conditions of performance as stated in these Conditions, unless the Agreement expressly states otherwise in writing.

### 3.3

All prices shall exclude VAT, but include the costs of transport and/or shipment, packaging, insurance and any (import) duties or taxes and other levies to be levied by the government as well as any other extra costs relating to the performance of the Agreement, and said taxes, levies and costs shall be borne by the Contractor. If incurred by CCV, the costs, levies and taxes referred to above shall be charged by CCV to the Contractor and may be set off against any compensation payable by CCV to the Contractor.



## 4. Performance and delivery

### 4.1

The performance period or date of the Order stated in the Agreement is a peremptory performance period or date for the Contractor within the meaning of Article 6:83(a) of the BW (Civil Code). The mere delay with respect to this performance period or date shall put the Contractor in default.

### 4.2

If a period or date for the performance of the Order has not been expressly agreed, a reasonable term for performance shall apply, which shall in any event not exceed six weeks, to be counted from the time the Agreement was entered into.

### 4.3

CCV reserves the right to establish the time of performance of the Order by telephone call, provided that said telephone call is made within the agreed performance period or before the deadline for performance. If the call is made later than the agreed performance period or deadline, this shall not entitle the Contractor to a change in price or to compensation for loss or costs.

### 4.4

The Contractor shall not be entitled to perform the Order in instalments.

### 4.5

As soon as the Contractor knows or should reasonably know that the Order will not be performed, or will not be performed within the agreed performance period or date, or will not be performed properly, the Contractor shall be obliged to inform CCV of this without delay, stating the reasons in detail. Without prejudice to any other rights to which CCV is entitled, the Parties will discuss whether the situation which has arisen can still be resolved to the satisfaction of CCV and, if so, in what manner.

### 4.6

The performance of the Order shall also include the delivery of all resources as referred to in Article 6 and all corresponding documentation, including drawings, quality, inspection and guarantee certificates. Performance shall also include partial performance.

### 4.7

The Contractor declares, if applicable, that it has visited the place(s) of delivery within CCV's premises

and inspected all relevant spaces in which it is required by an Agreement to deliver and/or install Products, for the purpose:

- a) to ensure proper coordination of the installation;
- b) of determining which of the facilities specified by the Contractor must be made operational by CCV before installation can take place;
- c) to record any other matters that both parties consider necessary to ensure that the Delivery and installation proceed smoothly.

### 4.8

If, according to the Agreement, the Products are to be installed by the Contractor at a location or locations designated by CCV, the Contractor shall ensure, in consultation with CCV, that sufficient expert Staff are made available at the time of delivery. CCV shall provide such facilities for this Staff as may reasonably be required.

### 4.9

Immediately after Delivery of the products (or parts thereof), proof of Delivery shall be signed by the Parties. This proof shall not affect the provisions regarding acceptance and guarantee.

### 4.10

After the Installation, the Contractor shall provide CCV with instruction Staff to instruct CCV Staff in the use, maintenance and repair of the Products supplied. Insofar as there is a project plan agreed between the Parties, the above shall take place in accordance with the agreements made in that plan.

### 4.11

The above provisions shall also apply to other products which do not require installation, but for which instruction is required.

### 4.12

The provisions of the two previous sections shall not apply to products in respect of which CCV confirms in writing to the Contractor that the use, maintenance and repair are known to CCV.



## 5. Delivery of goods

### 5.1

The Incoterms of the International Chamber of Commerce in Paris shall be applicable for the delivery of Goods.

### 5.2

The delivery of the Goods, the provisions regarding the costs of delivery and the transfer of risk shall take place Delivered Duty Paid and shall be unloaded at the address specified by CCV and within the agreed period, in accordance with the delivery specifications, based on the understanding that the risk of the Goods shall not be transferred to CCV until CCV has accepted the Deliveries in accordance with the provisions of these Conditions. CCV may at any time amend the delivery specifications on reasonable grounds.

### 5.3

If CCV is unable, for any reason, to accept the Goods at the agreed time and they are ready for delivery, the Contractor shall, at a reasonable fee to be determined in mutual consultation, keep the Goods separated and secure as the recognisable property of CCV and take all measures necessary to prevent any deterioration in quality until CCV is able to accept the Goods.

### 5.4

The Goods must be properly packed, secured and transported in such a way that they reach their destination in good condition, all this in compliance with the applicable laws and regulations. CCV is authorised not to accept delivery of the Goods if the applicable laws and regulations have not been complied with.

### 5.5

The Contractor shall observe any requirements set by CCV in respect of packaging or transport.

### 5.6

The Contractor shall be responsible for the removal and disposal (at its expense) of any packaging materials it has supplied to CCV. CCV shall at all times be entitled to return the packaging materials at the expense and risk of the Contractor.

### 5.7

The Contractor shall state the purchase order number, the unit number, the description of the units, the quantities and the packing date clearly and neatly on the packing list.

### 5.8

The Contractor shall deliver Products to, or have them delivered to, the agreed place or places.

### 5.9

Without prejudice to any payment obligation still incumbent on CCV, the ownership of all goods shall pass to CCV immediately after delivery at the agreed location. Any retention of title claimed by the supplier is invalid and cannot be invoked against CCV.

## 6. Amendments

### 6.1

CCV is authorised to require the amendment of the scope and/or quantity of the Order. CCV is also authorised to make modifications to the drawings, models, designs, instructions, specifications and similar items relating to the Order.

### 6.2

If CCV exercises its authority as referred to in Article 6.1, the Contractor shall, insofar as this can reasonably be required of him, inform CCV in writing of the consequences of the change for the agreed price and/or delivery time. Within eight days of notification of the amended price and/or delivery period, CCV shall either inform the Contractor that it agrees to the amended price and delivery period or terminate the Agreement in accordance with Article 17.1 by the end of the eight days.

### 6.3

The Contractor shall not be permitted to make any changes to the Agreement, the Order or to perform it without the prior written consent of CCV.

## **7.** **Invoicing and payment**

### **7.1**

The Contractor's invoices shall show the applicable purchase order number, item number or description of the Service(s), quantities and prices, shall be accompanied by supporting documentation if requested, and shall comply with the requirements of the VAT Act 1968. The Contractor shall submit its invoices digitally in a manner to be determined by CCV.

### **7.2**

Payment of the invoices relating to an Order performed shall take place within 30 days after receipt of the, properly specified, invoice or, if later, within 30 days after delivery and acceptance of the Result in a manner to be determined by CCV.

### **7.3**

If payment is made within 8 days of the date of receipt of the invoice, CCV shall receive a 2% discount on the entire invoice amount, whereby CCV shall receive a corrected invoice (in which the discount is incorporated).

### **7.4**

If CCV is in default, CCV shall only be liable for default interest equal to the statutory interest pursuant to Section 6:119 of the Dutch Civil Code and, subject to the provisions of Article 16, CCV shall not be liable for any costs other than those actually incurred by the Contractor.

### **7.5**

CCV shall be entitled to make payments through another group company or another third party.

### **7.6**

CCV shall be entitled to deduct the amount owed by it from, or to set off it against, any counterclaim which it has or deems to have against the Contractor.

### **7.7**

The Contractor shall not be entitled to suspend its obligations in any situation, for example if it considers that CCV is not fulfilling its payment obligations.

## **8.** **Guarantee and conformity**

### **8.1**

In addition to any other guarantees or obligations provided by the Contractor or arising from the law, the Contractor guarantees to CCV that all Results delivered on account of an Agreement comply with the understandings set forth in said Agreement and furthermore:

- a) comply in all respects with all the safety and quality standards within the industry;
- b) are suitable for the use intended by CCV;
- c) are free from defects;
- d) all deliveries will be guaranteed by the Contractor or its Supplier for two years following delivery and that spare parts, if any, will be available during those two years.
- e) and the use thereof, including any resale, do not infringe the rights of third parties, including intellectual property rights.

### **8.2**

The term for the guarantee obligations arising from this Section shall be at least one year after delivery. The expiry of this period shall not affect any CCV's rights arising from the Agreement or the law.

### **8.3**

If the Results fail to comply with the guarantee provided in Article 8.1 during the term specified in Article 8.2 (irrespective of when CCV discovered or should reasonably have discovered this), the Contractor shall be required to replace or repair the Results as soon as possible at its own expense and risk, at the option of CCV, with Results that do comply with the Agreement. The foregoing shall be without prejudice to CCV's other rights under the Agreement. In urgent cases and if it should reasonably be assumed that the Contractor cannot or will not provide for replacement or repair in good time or properly, CCV shall be entitled, at the expense and risk of the Contractor, to provide for replacement or repair itself or to have this done by third parties without this releasing the Contractor from its obligations under the Agreement.

## 8.4

CCV shall also be able to claim the guarantee under Article 8.1 following the acceptance of the Results, irrespective of whether CCV made any statement upon delivery to the effect that the Results were received in good condition or are otherwise in accordance with the Agreement.

## 9.

### Safety and sustainability

#### 9.1

Unless agreed otherwise, the Contractor shall, before commencing the performance of the Order, inform himself of the conditions on the premises or in the building where the Order is to be performed and shall also inform the Staff thereof.

#### 9.2

Without prejudice to the other provisions of these Conditions, the Contractor shall ensure that it and the Staff in any case observe:

- a) regulations and instructions issued by CCV;
- b) applicable laws and regulations regarding safety, health and working conditions;
- c) applicable environmental laws and regulations;
- d) further requirements and instructions given by the competent authorities, such as the inspection SZW, etc;
- e) locally applicable (fire) safety and security regulations.

#### 9.3

The Contractor shall be obliged to make an effort to continuously improve in the field of sustainability and corporate social responsibility.

## 10.

### Inspection, control, testing

#### 10.1

CCV and persons or bodies appointed by CCV for this purpose shall, at all times, both before, during and after delivery, be entitled to (re)inspect, check, approve and/or test the Results.

To this end, the Contractor shall grant access to the location where the Results are located and/or Services are performed and shall cooperate with the desired (re-)inspection, check, examination and/or testing and provide the necessary documentation and information. If necessary, the Contractor shall give CCV timely notice of the time and place when (re-)inspection, check, examination and/or testing can take place.

#### 10.2

The Contractor shall be entitled to be present at the (re)inspection check, examination and/or testing.

10.3. Each Party shall bear its own costs in connection with the performance of this Article. The same shall apply to any re-inspection, check, examination and/or testing.

#### 10.4

If upon (re-)inspection, checking, examination and/or testing, before, during or after (re-)delivery, CCV rejects the Results in whole or in part, CCV shall notify the Contractor thereof in writing within a reasonable period of time.

#### 10.5

If a (re-)inspection, examination and/or test is carried out in consultation by an independent body, the result shall be binding on the Parties.

#### 10.6

(Re-)inspection, examination, testing and/or tests as referred to in this article or the omission thereof cannot be considered as proof of delivery, purchase, acceptance or transfer of risk and shall not affect any and all rights and claims of CCV.

## 11.

### Non-conformity

#### 11.1

If the Results are not in accordance with the Agreement before, during or after delivery, CCV shall be entitled either to retain the Results or to return them at the expense and risk of the Contractor. The foregoing shall be without prejudice to the obligation of the Contractor to replace or repair the Result.

## **12.** **Confidentiality and Privacy**

### **12.1**

The Contractor undertakes to keep confidential all confidential business information, drawings, diagrams and other business data which it obtains from CCV or from another source in the context of an Agreement or order, and undertakes not to disclose this information to third parties, to make it available, to make it available for inspection or to make it accessible in any other manner than is necessary for the purpose of the performance of the Agreement or Order and with written permission from CCV. The Contractor shall assume the same obligation of confidentiality with regard to its employees and/or third parties working for him, who may in fact gain access to the data referred to in the previous Section, and shall guarantee compliance with this duty by its employees and/or third parties vis-à-vis CCV. The Contractor shall be obliged to take appropriate technical and organisational security measures to protect (confidential) data belonging to CCV and of third parties which it receives in connection with the performance of the Agreement or Order, against loss or any form of unlawful processing.

### **12.2**

The Contractor shall not be permitted to publicise the content, realisation or performance of an Agreement or order in any way without the prior written permission of CCV.

### **12.3**

The Contractor shall comply with all requirements of the laws and regulations concerning (personal) sensitive data, such as the General Data Protection Regulation (Regulation 2016/679 EU, hereinafter "GDPR"). If the Contractor is to be regarded as a processor within the meaning of the GDPR, the Parties shall enter into a processor's agreement, also for that purpose. If desired by CCV, the Contractor shall cooperate immediately in drawing up, signing and enacting a new/amended processing agreement.

12.4. In the event of violation by the Contractor of one or more of the obligations arising from Articles 12.1, 12.2 and 12.3, the Contractor shall be liable to CCV, without any further notice of default or judicial intervention, for an immediately payable penalty of EUR 100,000 for each violation and a penalty of EUR 1,000 for each day that such a violation continues, without prejudice to CCV's right to claim additional compensation for the damage actually suffered by it.

## **13.** **Intellectual property rights**

### **13.1**

Unless otherwise agreed, all intellectual property rights associated with the (customised) Products, Services and/or Documentation developed and made available by the Contractor specifically for CCV under this Agreement shall be exclusively vested in CCV. Insofar as necessary, the rights in question will hereby be transferred by the Contractor to CCV, which will hereby accept such transfer. To the extent permitted by law, the Contractor hereby irrevocably waives any moral rights to the developed (custom) software and accompanying documentation. The one-off purchase price for this transfer shall be deemed to be included in the costs payable by CCV to the Contractor on the basis of the Agreement. The Contractor shall furthermore provide CCV with all source codes of the developed Software in question.

### **13.2**

Intellectual property rights to documentation originally provided by the Contractor and subsequently adapted/specified by CCV for use within the organisation of CCV shall be vested in CCV. The Contractor can only make use of this organisation-specific Documentation from CCV after making an arrangement with CCV.

### **13.3**

All intellectual property rights to the analyses, designs, reports, specifications and other documents and know-how provided by CCV in connection with the performance of the Agreement or made available by it shall remain vested in CCV.

### **13.4**

Unless otherwise agreed in writing, CCV shall at all times be entitled to further develop these intellectual property rights in any form for any purpose on the basis of the intellectual property rights granted to it.

### **13.5**

If and to the extent that the Products delivered are standard products, the intellectual property rights therein shall belong to Contractor and/or its licensors. The Contractor grants CCV a licence for the use and further commercialisation of the Products supplied, in which case CCV shall be entitled to use them

, including the right to grant sub-licences to its clients or other third parties. If the Contractor is not the owner of the intellectual property rights, the Contractor guarantees that CCV shall be entitled to grant the licence in question.

### 13.6

The Contractor guarantees that (parts of) the Products and the Results do not infringe any right of intellectual property of third parties, or are not the subject matter of a dispute regarding rights of third parties, in any country, and that the use thereof is not otherwise unlawful vis-à-vis third parties, in any country. If the use of a Product or Result is prohibited or impeded by a third party, the Contractor shall, after consultation with CCV (in that order):

- a) acquire a right of use for it;
- b) modify or cause the Product or the Result to be modified in such a way that it no longer infringes the rights of third parties, provided that the functionality of the Product or the Result is not impaired;
- c) replace the Product or the Result with an equivalent alternative that does not infringe the rights of third parties; or
- d) take back the Product or the Result against reimbursement of the price paid.

The Contractor shall initially try to implement the highest ranked option. Only if the Contractor has demonstrated to CCV that implementation thereof is not reasonably possible, it shall be entitled to implement the option ranked below it. All damages suffered by CCV shall be compensated by the Contractor.

### 13.7

If the Contractor has delivered Products or Results based on designs, drawings or other instructions provided by or on behalf of CCV, CCV shall guarantee that these designs, drawings or other instructions do not infringe the intellectual property rights of third parties.

### 13.8

Except where the provisions of the preceding Section apply, the Contractor shall assume the defence against any assertion or claim, in or out of court, by a third party alleging that the Products or Results infringe any (intellectual) property right of that third party. The Contractor shall fully indemnify CCV

for any costs incurred by it in connection with the above (including its costs for legal assistance) and for any compensation which CCV is ordered to pay.

## 14.

### Use of CCV Data

#### 14.1

All CCV Data and all data derived therefrom, including derived anonymous statistical data, shall be expressly considered confidential business information and property of CCV to which the confidentiality provision in these General Terms and Conditions of Purchase applies.

#### 14.2

The Contractor shall in no way use or analyse the CCV Data except as strictly necessary for the provision of the ICT Services or other services to CCV. Insofar as there is a technical necessity to analyse the CCV Data (such as to perform a virus scan or to determine the required storage space for the CCV Data), any derived data generated therefrom shall not be used for any other purpose. Any other form of analysis of the CCV Data shall be strictly prohibited, unless separately and explicitly agreed in writing in an addendum to the Agreement. This means that the Contractor shall be expressly forbidden to use CCV Data for the collection of aggregated and/or anonymised usage data such as for the generation of market statistics, unless the results thereof are made available only to CCV.

#### 14.3

If upon or in connection with the provision of the Services the Contractor processes personal data, the Contractor shall, upon entering into the Agreement or at the first request of CCV thereafter, sign the standard CCV processing agreement to further regulate the conditions under which such processing shall take place in accordance with the applicable laws and regulations.

#### 14.4

At CCV's first request, the Contractor shall cooperate to amendments and additions to the processing agreement which CCV may reasonably require if CCV sees reason to do so in connection with a change in the privacy legislation and/or in the policy of the competent authorities supervising compliance with the privacy legislation.

## 15. Assignment of rights and/or obligations

### 15.1

The Contractor shall not be entitled to assign its rights and/or obligations under an Agreement to any third party without the prior written consent of CCV. CCV shall not withhold this consent on unreasonable grounds but shall be entitled to subject its consent to conditions.

### 15.2

CCV shall at all times be entitled to assign the rights and/or obligations under an Agreement to a third party, and the Contractor hereby undertakes in advance to cooperate or consent to such assignment.

## 16. Resources and supply of materials

### 16.1

Aids used by the Contractor in the performance of an Agreement shall be submitted to CCV for approval at the earliest opportunity.

### 16.2

Changes to or deviations from the resources provided or approved by CCV are only permitted with the prior written approval of CCV.

## 17. Liability and indemnity

**17.1** In the event that the Contractor, its staff or another (legal) person for whom the Contractor is legally responsible under or in connection with the performance of the Agreement, should be liable for losses suffered by CCV or a third party (including CCV Staff and those working or formerly working on the instructions of CCV), on any legal grounds, the following limitation of liability shall apply:

a)

In respect of damage resulting from death or bodily injury and/or physical damage or destruction of property: Limit of EUR 2,000,000 per event or series of directly related events with a maximum of EUR 5,000,000 per year.

b) With regard to indirect damage, which is defined as loss of profit and turnover and damage to reputation: Exclusion of all liability.

c) With regard to direct damage, which is defined as all damage eligible for compensation under the law, which is not covered by damage described under a or b: An amount of EUR 1,000,000 per event or series of related events or, if higher, twice the value of the Order.

### 17.2

The limitation of liability included in Section 1 of this article shall not apply in case of wilful misconduct or gross negligence on the part of Contractor, its staff and/or third parties hired by Contractor and/or their staff.

### 17.3

The Contractor shall indemnify CCV against and hold it harmless from and against all third-party claims for damages resulting from the performance of an Agreement by the Contractor, including - without limitation - claims for compensation on the grounds of product liability pursuant to Section 6:185 of the Dutch Civil Code, or infringement of third-party intellectual property rights.

### 17.4

CCV is not liable for losses incurred by the Contractor, its Staff or third parties engaged by him in the performance of the Agreement, except insofar as such losses are the result of an intentional act or omission or gross negligence on the part of CCV.

## 18. (Early) termination

### 18.1

CCV shall be entitled to (early) terminate an Agreement by giving notice within a reasonable period of time, without being obliged to pay compensation. If the Contractor has already incurred costs in connection with an Agreement prior to its termination by CCV, CCV shall reimburse these in so far as they are reasonable. CCV shall also compensate any reasonable profit which would have been made with the Agreement over a period of three months from the date of termination. CCV shall only be obliged to pay compensation for the foregoing if and in so far as the Contractor has demonstrated to CCV's satisfaction, by means of written documentary evidence, the nature and extent of the costs and profits, as well as the corresponding expenses incurred by the Contractor.

### 18.2

If the Contractor fails to deliver a product or service or to do so in time or in full, CCV is authorised, without prejudice to its other rights under the law and without further notice of default or judicial action, to claim from the Contractor an immediately payable liquidated damages of 0.5% of the purchase price of all Results to be delivered under the Agreement for each day that the Results are not delivered or delivered in time or in full, subject to a maximum of 5% of the total purchase price, with the liquidated damages paid being deducted from the damage to be compensated;

### 18.3

If the Contractor fails to fulfil one or more of its obligations under the Agreement or any other agreements arising from it, or fails to do so in time or properly, it shall be in default by operation of law and CCV shall be entitled:

a) To have the Agreement performed in full or in part by third parties without this releasing the Contractor from its (other) obligations under the Agreement, the reasonable costs of which will be recovered from the Contractor; and/or

b) Suspend, terminate or cancel the Agreement(s) at its own discretion; all this without prejudice to CCV's other rights arising from the law, including the right to claim additional, full or substitute compensation, and without CCV being liable for any compensation.

### 18.4

CCV shall furthermore be entitled, without prejudice to the provisions under

17.1 and 17.3, to terminate all Agreements with Contractor, at its discretion with immediate effect, without being obliged to pay any compensation or damages, if:

a) The Contractor applies for or obtains a moratorium on payments or a debt rescheduling arrangement, or incurs any other form of serious liquidity or solvency problems.

b) A petition for bankruptcy is filed against the Contractor or the Contractor is declared bankrupt.

c) All or part of the Contractor's assets have been or will be object of an attachment.

d) The Contractor's business, or a substantial part thereof, is liquidated, dissolved, split, merged, or terminated.

e) The Contractor transfers all or part of its business to a third party or parties, or otherwise assigns all or part of the ownership or control of that business to a third party, except in so far as this does not harm the reasonable interests of CCV.

f) A reassessment of the Contractor under the SDD/CDD policy gives cause to terminate the relationship immediately under applicable laws and regulations.

g) a binding instruction or other type of order by a supervisory authority established under public law which has consequences for (the performance of) the Agreement and which the Contractor cannot comply with in a reasonable term is imposed on CCV.

h) In connection with substantial interests of CCV, CCV cannot reasonably be required to continue the Agreement.

### 18.5

In the event that an event as referred to in Article 17.3 or 17.4 occurs, all claims of CCV against the Contractor by virtue of the Agreement shall be immediately due and payable in full.

### 18.6

Obligations which by their nature continue to apply, shall continue to apply after termination of the Agreement. These include, in any case, obligations relating to the violation of intellectual property rights, guarantees, liabilities, confidentiality and applicable law.

## 19. Obligations following termination of the Agreement

### 19.1

Following the termination of the Agreement, the Contractor shall be obliged to return to CCV any Goods and any other materials, including any resources as referred to in Article 15 [translator note: we recommend verifying if the reference here is correct, should be Article 16], within eight days of the termination of this Agreement, at the discretion of CCV, or to transfer them to a third party designated by CCV, or to destroy them.

### 19.2

Following the termination of this Agreement, the Contractor shall be obliged to immediately remove all names, expressions and inscriptions which indicate the relationship with CCV, irrespective of the manner in which they are applied, unless there is a statutory obligation to retain data.

## 20. Termination assistance

### 20.1

In the event of full or partial termination of the Agreement for any reason (including termination, cancellation and non-renewal of the Agreement concerned), the Contractor shall be obliged, at the request of CCV, to provide the following assistance in order to enable CCV to minimise the impact of the termination of the Cloud Services on its business operations:

- » To provide all requested and reasonably necessary cooperation and information to CCV and any successor supplier of CCV in order to minimise the impact of the termination of the Agreement on CCV's business and to facilitate the transition to a replacement service as efficiently as possible;
- » For up to 12 months after the termination of the Agreement, continue to provide all or part of the Services in question at the latest applicable rates for these, with any applicable annual rates being converted into monthly rates.

### 20.2

The Contractor shall provide CCV at its first request with a complete electronic copy of all CCV Data in an orderly and accessible manner in an open file format commonly used in the market that is compatible with CCV's requirements.

Data can easily be entered into a successor system. The Contractor will then only remove the CCV Data from its own systems after having received written permission from CCV.

## 21. Force majeure

### 21.1

In the event of force majeure, the Parties may suspend the fulfilment of their obligations under the Agreement for the duration of the force majeure event, for a maximum of 6 weeks. This is subject to the condition, on penalty of forfeiture of a claim of force majeure, that the Party prevented by force majeure from performing notifies the other Party as soon as reasonably possible, stating the cause of the force majeure. If a Party is unable to fulfil its obligations after the expiry of these 6 weeks due to force majeure, the other Party shall be entitled to terminate or cancel the Agreement without being obliged to pay damages.

### 21.2

Force majeure shall in any case not include: insufficient availability of suitably qualified staff, illness of a Party or staff, strike, lockout, shortage of raw materials, transport problems, the inability to deliver a Good or Service as a result of the COVID-19 pandemic, any default by a Party, liquidity or solvency problems affecting a Party or an imminent delay in the performance of the Agreement as referred to in article 4.5. The circumstances referred to herein shall be for the account and risk of the Party affected by the force majeure.

### 21.3

The parties undertake - insofar as this can reasonably be required of them - to eliminate - or cause to be eliminated - any cause of force majeure as soon as possible.

### 21.4

If a Party is permanently prevented from fulfilling its obligations under the Agreement due to force majeure, the other Party shall be entitled to terminate the Agreement in whole or in part in writing with immediate effect, without being obliged to pay any compensation.



## 22.

### Applicable law, jurisdiction

#### 22.1

These Conditions and all Agreements entered into with CCV shall be governed by Dutch law.

#### 22.2.

The Dutch text of these Conditions shall at all times prevail over any translations thereof, whether sworn or not.

#### 22.3

Any disputes arising from any Agreement between CCV and the Contractor or these Conditions shall be subject to the jurisdiction of the competent court of the District Court of Gelderland, Arnhem.

#### 22.4

The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall be excluded.

#### 22.5

If CCV sees fit to do so, the Contractor shall annually provide an ISO 27000 certification and/or an ISAE3402 certification, which will not be older than fourteen months. The Contractor shall provide an annual overview of all valid certifications applicable to the Products and/or Services provided by the Contractor to CCV.

#### 22.6

The Contractor shall be obliged to take out and maintain adequate insurance. CCV is entitled to request a copy of the on-going insurance. The Contractor shall also be obliged to take out additional insurance at the first written request of CCV and to maintain this insurance during the term of the Agreement.

#### 22.7

CCV shall be entitled to receive from the Contractor all such information as CCV or supervisory authorities may request in the performance of their statutory duties.



02

# ICT Additional terms and conditions

# Definitions

## Adjustment

Adapting the Software if the infrastructure is changed;

## Acceptance

The acceptance by the Contractor within the meaning of Article 3 of these ICT Additional Terms and Conditions;

## Equipment

The Equipment including the associated, most recent version of the System Software on which or in connection with which the Software is to be used or implemented by the Contractor;

## Source code

The text of the Software that underlies the object code and is written in a commonly used programming language with the accompanying technical documentation;

## Corrective maintenance

The tracing and repairing of Defects in the Software and Documentation after they have been reported by the Client;

## Documentation

The functional, technical and management documentation related to the Result;

## Functional design/Basic design

The design in which the functional and non-functional specifications and the requirements of the Client are laid down with regard to the Result to be realised;

## ICT Services

all ICT-related services, including the supply, maintenance, installation, configuration and implementation of Software and hardware as well as the provision of Cloud Services

## Lack

Non-compliance or incomplete compliance with agreed requirements, specifications or properties;

## Implementation

Setting up the Software and the technical installation of the Software on the Equipment and, where necessary, adapting the Software or other Software so that the Software

functions in accordance with the agreed specifications;

## Information media

The physical carriers on which data, information and/or Software manufactured and/or developed for the benefit of the Client, or of which the (ownership) rights belong to the Client in the broadest sense of the word, are recorded;

## Licence

The Client's right to use (Standard) Software of which the IP rights are held by someone other than the Client;

## Custom Software

The Software to be developed and adapted by the Contractor for the benefit of the Client, including amendments and additions to the Standard Software, together with the relevant Documentation and materials;

## New Version

A modified version of the Software as a result of Renewal and/or Preventive Maintenance;

## Action Plan

This shall in any case include: the date of delivery, the date of implementation, any phases in which the Custom Software will be developed or implemented as well as the (partial) results to be achieved in those phases, the performance of (interim) system tests, the performance of (interim) Acceptance tests as well as a provision stating that Custom Software shall always be developed and/or implemented on the basis of Functional Specifications;

## Preventive Maintenance

Maintaining the Software, i.e. taking appropriate measures and ensuring that the Software functions in accordance with the specifications;

## Software

The whole Standard and Custom Software with accompanying New Versions, Improved Versions, Documentation and materials;

## **SLA**

A technical and detailed specification of the services to be provided under an Agreement and, for each specified part of these services, the requirements with which that particular part must comply;

## **Standard Software**

The software which has not been developed specifically for the benefit of the Client;

## **System Software**

The information system independent operating software with accompanying Documentation and materials;

## **Technical design**

The translation of the Functional Design/Basic Design into technical specifications;

## **Improved Version**

A modified version of the Software as a result of Preventive and/or Corrective Maintenance;

## **Innovative Maintenance**

Adjustment of the Software to new technological insights and/or new statutory regulations and/or improvements and/or extensions of the functionality.



# ICT Additional terms and conditions

## 1. Applicability

### 1.1

The provisions of this section are (also) applicable if and insofar as it has been agreed between the Contractor and CCV that the Contractor will provide ICT services and/or products to CCV.

## 2. Standard Software

### 2.1

If the Contractor delivers Standard Software or if he develops Custom Software on top of pre-existing Standard Software, the Contractor will arrange for the necessary Licences for use of the Standard Software.

### 2.2

The conditions relating to the Licence (grant of) and the scope of the right of use will be laid down in an appendix to the Agreement or in a separate licence agreement.

### 2.3

Under the Licence, the Client has in any case the right to make a back-up copy and to repair errors (or have them repaired) insofar as this is necessary in order to be able to use the (Standard) Software.

## 3. Custom Software

### 3.1

An Action Plan shall be drawn up for the development and implementation of the Custom Software.

### 3.2

The Acceptance Test as referred to in Article 7 shall be drawn up by Client and performed by or on behalf of Client.

### 3.3

If the Action Plan is drawn up by the Contractor, the Action Plan will be submitted to the Client for approval. The Client shall be entitled at all times to give instructions during the creation of the Action Plan and to demand that these instructions are included in the Action Plan.

### 3.4

Only after the Action Plan referred to in the fourth paragraph of this Article has been approved in writing by the Client will the Contractor commence the further work. If the Client rejects the Action Plan, the Client will inform the Contractor in writing, stating the reasons for the rejection of the Action Plan. The Client will give the Contractor the opportunity to adjust the Action Plan and to re-submit it to the Client within a period set by the Client. If the Client again rejects the modified Action Plan, the Client will have the right to immediately terminate the Agreement out of court - possibly conditionally or in part - without any formal notice or default notice being required.

## 4. Intellectual Property Rights

### 4.1

If the Contractor provides Software to the Client that already existed before the Agreement was entered into, the Contractor shall, if the Contractor is entitled to have the Source Code of this software at its disposal, at the Client's first request enter into an escrow agreement with the Contractor concerning the Source Code and all necessary technical documentation, which agreement shall entitle the Client to demand the release of the aforementioned Source Code and technical documentation with immediate effect if:

a) a petition for bankruptcy or moratorium of payments is filed against the Contractor, or the Contractor is declared bankrupt or granted a moratorium of payments

the company with which the Agreement was entered into is dissolved;

b) The Contractor fails to fulfil any obligation he may have vis-à-vis the Client regarding the Software in question.

## 4.2

If the Contractor transfers IP rights to (a) third party (parties), the Contractor guarantees that the Client's rights will be maintained in full.

## 5. Implementation

### 5.1

The Contractor shall ensure timely implementation of the ICT Products and ICT Services in accordance with the relevant provisions in the Action Plan. Without prejudice to the other provisions of the Agreement, the Action Plan shall include at least the following:

a) detailed description of the objectives of the project as well as the preconditions and the applicable frameworks and standards;

b) the project organisation, including the method of reporting and the method of project management;

c) the division of labour and the distribution of responsibilities; an overview of the required Links and the systems to be linked, their functional specifications and the possible cooperation of third parties required for their creation;

d) the partial deliverables ('milestones') of the project and the (functional or technical) specifications for the partial deliverables that must be met (in relation to the agreed usage);

e) the timetable for implementation (including partial deliveries), in accordance with the planning requirements set out in the Agreement;

f) the delivery methods of each partial delivery;

g) the method by which management measures are set up to address possible risks;

h) how acceptance procedures will be implemented;

i) how the conversion will take place;

j) the manner in which Contractor will provide the education and training;

## 5.2

5.2 CCV shall grant the necessary cooperation to the Contractor regarding the Implementation, all this as specified in the Action Plan.

## 6. Acceptance

### 6.1

All the Contractor's deliveries to the Client within the scope of an Agreement shall first be subject to an Acceptance procedure within the agreed terms and in the manner described for this purpose.

### 6.2

The Client shall be entitled to make full operational use of the equipment made available during an Acceptance Test. If defects appear during any Acceptance test, the Contractor shall be obliged to remedy these defects as soon as possible and to resubmit it entirely to the Client for Acceptance. If during the second Acceptance Test the Client again discovers defects, the Client shall have the right, without further notice of default, to terminate the Agreement concerned in whole or in part with immediate effect, without prejudice to the other rights accruing to Client. The foregoing shall apply without prejudice to the rights accruing to the Client on account of the fact that the Contractor fails to meet any (delivery) date provided in the Agreement.

### 6.3

If an acceptance environment is utilised, the following shall apply:

"An acceptance environment shall not affect the production environment;

"Where production data is used, the security level must be at least equal to that of the production environment.

## 6.4

The preliminary inspection/Acceptance test by or on behalf of Client does not imply acknowledgement that the delivered goods comply with the guarantees referred to in Article 12.

## 7.

### Invoicing and payment

#### 7.1

The Client shall subject the Software to the Acceptance Test within a period described in the Action Plan. The Contractor and the Client shall be jointly obliged to lay down an Acceptance procedure in writing in advance, which shall in any case include: the specifications approved by both parties against which the Result is to be tested, an arrangement for the distribution of the costs of repair work if it emerges that the Result does not meet the specifications and the duration of the Acceptance procedure.

#### 7.2

Immediately after the Acceptance Test has taken place, a report shall be drawn up and signed by the Client and the Contractor. The report shall record the Defects in the Software and the parts of the Software approved or rejected by the Client.

#### 7.3

Within the term described in the Action Plan, the Contractor shall remedy the Defects recorded in the report.

#### 7.4

If the Client has not approved the Software during the first Acceptance Test, the Acceptance Test shall be repeated no later than within a period described in the Action Plan. The second report shall state whether the Defects recorded in the first report have been remedied and, in the event of rejection as described in the second paragraph of this Article, whether the Software has now been approved. The provisions of the second and third Sections of this Article shall apply to any defects not remedied.

#### 7.5

If the Client again rejects the Software after the second Acceptance Test, as described in the fourth Section of this Article, the Client shall be entitled to terminate the Agreement immediately

without any formal notice or default notice being required. The Client shall not invoke the provisions of the first sentence of this Section if the Contractor, at the discretion of the Client, can demonstrate that the rejected elements will be repaired within a short period of time.

#### 7.6

In the event that the situation described in the fifth Section of this Article occurs, the Contractor shall be liable for the damage suffered and to be suffered by Client.

#### 7.7

If all parts of the Software have been approved by the Client, the date on which the last official report was drawn up and signed shall count as the date of Acceptance.

The Client shall be entitled to have the Software or the Acceptance Test examined by a third party expert before accepting or approving it. The Client is entitled to have the Acceptance Test performed by a third party. The Contractor shall be obliged to cooperate with said third party.

## 8.

### Maintenance

#### 8.1

The Contractor shall maintain the ICT Products and the Software so that they continue to comply with the guarantees specified in Article 4. The service levels (quality and level) of the maintenance shall be provided in a SLA, to be agreed between the Client and the Contractor in mutual consultation. Maintenance shall include corrective, preventive and adaptive maintenance whereby the maintenance shall comply with at least the minimum requirements set out in the following articles.

#### 8.2

The Contractor shall not be permitted to make any changes to the Software for the Client unless the Client has given prior written permission or has explicitly requested such permission.

## 9. Defects and Corrective Maintenance

### 9.1

The SLA shall determine the manner in which a Defect is reported to the Contractor. If the SLA does not contain a provision to this effect, a Defect will be reported to the Contractor in writing (preferably by e-mail) as soon as possible and with as much detail as possible.

### 9.2

Unless the parties have subdivided Defects into other categories in the Agreement, Defects shall be subdivided into the following categories in connection with the performance of Corrective Maintenance:

a) **Priority 1:** The Software does not function at all or for the most part and is no longer reasonably usable.

b) **Priority 2:** The Software shows serious loss of functionality, but can still be used in the opinion of the Client.

c) **Priority 3:** The Software has burdensome deficiencies, but can be used normally. The Client decides in which priority group a Defect will fall.

### 9.3

The SLA shall determine for each Priority Group within what period the Contractor must commence Corrective Maintenance and within what period the Defect must be remedied. The recovery period shall commence at the time of the notification referred to in the first Section of this Article.

### 9.4

If Corrective Maintenance is commenced during agreed hours, the Client shall be entitled to require that such Corrective Maintenance be continued outside those hours if, in its opinion, the nature of the Defect gives a motive to do so.

### 9.5

The SLA shall specify the manner in which the Contractor shall report to the Client that the Defect has been remedied and also the manner in which the Contractor shall report on the Defect (or on the remedying of the Defect).

### 9.6

Corrective Maintenance shall also include providing temporary solutions to problems. The Contractor shall not apply Software workarounds or workarounds for avoiding problems

until it has received the written consent of the Client, whereby the Contractor shall demonstrate when making the request that the Defect cannot be remedied in any other manner at this time.

### 9.7

The Contractor acknowledges that the proper functioning of the ICT Products and ICT Services is essential for the business operations of CCV and its clients. With respect to maintenance, this entails that in the event of uncertainty as to the cause of a Defect the Contractor will always first proceed to repair it and only later discuss whether there is cause for additional compensation because it could be a Defect that is not attributable to the Contractor.

## 10.

### Improved Versions as a result of Preventive and Corrective Maintenance

#### 10.1

The Contractor shall be obliged to sufficiently investigate whether, as a result of the Preventive and/or Corrective Maintenance performed by it, there is reason to develop Improved Versions of the Software and to make them available to the Client. The Client is not obliged to purchase these Improved Versions.

#### 10.2

The provisions of Articles 8.2 and 8.3 shall apply accordingly.

#### 10.3

The Client shall be entitled to subject the Improved Version to an Acceptance Test.

## 11.

### Innovative Maintenance

#### 11.1

The Contractor shall be obliged to sufficiently investigate the possibility of improving the quality of the Software and to make New Versions available to the Client as soon as there is reason to do so. The Client shall not be obliged to purchase these New Versions.

#### 11.2

11.2 The Client shall have the right, up to 6 weeks after successful implementation of the New Version



to notify the Contractor that he does not wish to continue using the New Version.

### 11.3

The Contractor shall ensure that all preceding versions of the Software, counting from and including the version(s) given in maintenance by the Client, are supported and maintained for a period of 2 years after the release of (a) New Version(s).

### 11.4

The Client shall be entitled to subject the New Version to an Acceptance Test.

## 12. (Early) termination

### 12.1

The Contractor guarantees that:

- a) he has the required expertise to carry out the agreed work for the Client;
- b) before submitting the Offer to the Client, it was fully informed of the Client's requirements and wishes and it was not aware or should have been aware of any circumstances that should have resulted in the Client not entering into the Agreement with the Contractor, at least not in the same form;
- c) every Offer made by it is correct and complete and provides a full picture of the Offer's content;
- d) it is able to carry out what has been agreed upon completely and correctly within the set time periods;
- e) in case of development of, Implementation of and/or installation of Software and/or computer systems and/or networks and/or other systems, he will apply the agreed methodology strictly and completely, unless the parties have explicitly agreed otherwise in writing;
- f) before making the Result available to Client for an Acceptance procedure, it has ascertained that said Result complies with the relevant requirements that must be met pursuant to the Agreement;
- g) Client and/or any employees, whether employed by Client or not, are not required to cooperate in the performance of the Agreement, other than in accordance with the agreed

extent of cooperation;

- h) the Client has the right to use all that has been delivered to it by the Contractor in the context of the Agreement for the purpose for which it has been delivered, without any limitation;
- i) it will provide the delivered goods with detailed user manuals and Documentation, which will enable the Client to use the delivered goods (or have them used) and to maintain them (or have them maintained) at the same level as the Contractor is able to do itself, and it will provide the Client with the Source Code for all Software developed for the Client;
- j) all Source Codes delivered by the Contractor to the Client shall be of such quality that, with the aid of these Source Codes, the Object Code delivered by the Contractor to the Client can be generated in the usual manner and they enable the Client to maintain the Software delivered;
- k) When working on (computer) systems of the Client, the Contractor shall ensure the security of data and/or information stored on those systems in such a way that loss and/or damage thereof is excluded;
- l) in the event of maintenance on systems, the Contractor will inform the Client in writing of any changes of any nature made to the systems;
- m) all new and/or modified versions of Software delivered by the Contractor to the Client shall be compatible both "upwards" and "downwards" on the basis of what has been agreed;
- n) in the event that the software is supplied, it shall train a number of employees to be specified by the Client in the use of the software for the purpose of the Acceptance Procedure before the Acceptance Procedure referred to in Article 9 of this Agreement is performed;
- o) if the Contractor is requested by the Client to submit a SLA with its Offer, this will meet all the quality requirements in general and, in particular, as requested by the Client and will include a proposal for discounts for cases in which the agreed service level is not achieved;
- p) unless the parties have agreed otherwise in this respect, it will be able to supply parts for the delivered goods and/or services to

the Client for a period of at least thirty-six (36) months after delivery;

q) it developed all software according to the current state of the art;

r) it developed all software according to the Security by design standards;

s) it deals responsibly with reported vulnerabilities and security incidents

## 12.2

12.2 The Client shall notify the Contractor in writing of any complaints concerning the goods supplied, as soon as it is reasonably possible to ascertain them.

## 12.3

In addition to the other guarantees and undertakings in these general terms and conditions, the Contractor guarantees vis-à-vis CCV that:

a) The Software shall function reliably after implementation, will offer the functionality and will achieve the Result as agreed in the Agreement and shall also be suitable for the purposes of use intended by CCV and known to the Contractor upon entering into the Agreement;

b) The Contractor will ensure, without extra charge, during the term of the Agreement, by implementing adjustments in the Software (in accordance with Article 3.2 of these TERMS AND CONDITIONS) and the Hosting Environment, that the Software:

- » continues to comply with all applicable laws and regulations;
- » will enable CCV to continue to use the Software in accordance with applicable laws and regulations while retaining all existing functionality;
- » is functionally and technically in line with general developments in technology and in the market for which the Software is intended to be used;

c) That all links between the Software and the other systems will remain intact in the event of any changes.

d) The Software will be stable and reliable and will continue to meet the agreed service levels;

e) The Contractor shall assist CCV in the use of the Software proactively and reactively in a professional and client-friendly manner.

## 12.4

Unless expressly agreed otherwise in writing, the Contractor shall comply with the following requirements when performing Maintenance, including implementing Adjustments in the Software and/or the Hosting Environment:

a) Do not reduce existing functionality or materially adversely affect the performance of the Software.

b) Do not make any adjustments that may affect the interfaces and links between the Software and the systems and databases connected to the Software.

c) Do not make changes that involve investments for CCV in business operations or linked systems without timely notification.

d) Always ensure that the impact of the Adjustment is made sufficiently clear in advance so that CCV can respond to it in good time.

e) Ensure that customisation applied for CCV remains fully functional in combination with the implemented Adjustment.

f) The timing of the implementation of these changes has always been agreed with CCV in advance, unless these changes do not have a substantial impact on CCV.

g) Reverse the implementation of the Adjustment at first request and reverse the consequences if the implementation has no agreed negative effects for CCV. This shall be free of charge for CCV, unless the Contractor demonstrates that CCV is responsible for the negative consequences.

As part of the fixed user fees for the ICT Services laid down in the Agreement, CCV shall be entitled by default to the implementation and use of all patches, new versions, releases, additional modules and logical successors of the Software which the Contractor develops and offers on the market on a cloud basis.

## 12.5

Unless otherwise agreed in writing, the Client shall document the ICT Services (including the source code of the Software) in a sound and professional manner and easily accessible to third parties in order to enable efficient use, user training, management and further development thereof. The right of use for the Software includes the right to use this documentation (including the documentation of the source code if CCV has obtained a right of use for the source code of the Software). If at any time it appears that there are material defects in the completeness or quality of the documentation, the Contractor shall remedy this immediately and free of charge. Failure to document its products and services in a professional, accessible and structured manner shall be deemed a serious breach of its obligations by the Contractor.

## 13. Continuity scheme

### 13.1

The Contractor declares to be aware that the ICT Services and Cloud Services are essential for the business operations of CCV and its clients. The continuity arrangements set out in this Article shall at least apply to the continuity, availability, use and Maintenance of the Software and access to the data stored therein by CCV. Other or further arrangements may be agreed in the SLA.

### 13.2

The Contractor guarantees the availability of the System and the Services as agreed in the Agreement and/or the SLA. In the absence of a SLA, the Contractor guarantees that the System and the Services will have an availability of at least 99% (measured monthly and 24\*7).

### 13.3

The Contractor guarantees CCV that the entire infrastructure surrounding the Cloud Services, including but not limited to hosting and internet lines, is redundant (redundant in the sense that if one part of the infrastructure fails, another equivalent part will take over and continue the tasks). In the event of any incidents affecting the Contractor and/or its supplier(s), the availability of the System and the Services will not suffer as a result.

### 13.4

In order to safeguard the data of CCV which are processed by means of the Cloud Service, the Contractor shall ensure a daily back-up copy, in the original (saved) file format and/or readable for CCV, of the said data and the underlying database structure on a server/location designated for this purpose by CCV. The Contractor shall in each case provide CCV with the applicable documentation on the structure of that back-up. The Contractor shall periodically [once a week/month/quarterly] check the back-ups made and shall also provide CCV with a report of this check. In the event that CCV does not have free access to the backups on the designated server, the Contractor will provide CCV in advance with all means and information to gain access to these backups if this is necessary in order to guarantee the continuity of its business processes. If the back-ups are stored on a server owned by a third party, the Parties shall enter into a three-party agreement with that third party in which CCV is guaranteed that, in the event of the bankruptcy of the Contractor or that third party, CCV will have free access to the back-up files and the data and software stored therein in order to safeguard the continuity of its business operations.

### 13.5

The Contractor shall make a back-up facility available at a second location in the event of incidents - as part of the back-up services - in accordance with the requirements for guaranteeing continuity of the System and the Services. Unless otherwise agreed in the Agreement, the back-up facility shall provide a real-time mirror image of the Software.

### 13.6

Without the prior written consent of CCV, the Contractor shall not encrypt or cause to be encrypted the data processed in the System on behalf of CCV, in such a way that CCV is at all times able to correctly and fully access and use the data without any hindrance. The Contractor guarantees that its suppliers shall comply with the same obligation.

### 13.7.

The Contractor is aware of CCV's dependence on the availability and correct operation of the Cloud Services and the data processed as a result. In connection with this the Contractor shall not be entitled to obstruct or block the use of the Cloud Services in whole or in part by technical measures, except if the Contractor has informed CCV in advance

The Contractor has given CCV notice of default in respect of a failure attributable to CCV to fulfil its obligations, has offered CCV a reasonable term of at least sixty (60) days to fulfil its obligations - with the express notice that, in the event of non-compliance, the use of the Cloud Services will be restricted or hindered - and CCV nevertheless continues to fail to fulfil its obligations. The Contractor shall not be entitled to invoke this right of suspension if CCV invokes its right of suspension in the context of a possible breach on the part of the Contractor. No right of suspension shall apply with respect to the Contractor's obligation to grant CCV access in all circumstances to a legible collection of the data of CCV processed and stored in the System.

## **14.** **Adjustments**

### **14.1**

The Contractor shall adjust the Equipment or the System Software or the Custom Software or the Standard Software, if possible and where necessary, at the Client's discretion, at the Client's request.

### **14.2**

The Adjustments shall be carried out on the basis of a previously determined Action Plan.

## **15.**

### **Amendments to the scope of services**

### **15.1**

If, in the opinion of CCV, the use of Software, maintenance thereof or other services for which a licence fee, maintenance fee or other fixed user fee has been agreed is reduced or ceases, the scope of the agreement and the associated fees shall be adjusted in proportion to the reduced use, without such adjustment creating any right to compensation for the Contractor.



03

# Additional terms and conditions for staff and temporary agency staff

# Definitions

## Consultancy

Carrying out research, consultancy and/or development with an intended Result;

## Documentation

Functional and technical documentation related to the Result;

## Functional design / Basic design

The design in which the functional and non-functional specifications and the requirements of CCV are laid down with regard to the Result to be realised;

## Lack

Non-compliance or incomplete compliance with agreed requirements, specifications or properties;

## Temporary Agency Staff

The performance of work by the Contractor's Staff under the supervision, management and/or direction of CCV  
;

## Quote

An offer or quotation submitted by the Contractor to CCV;

## Action Plan

In any case, the following shall be recorded: the date of delivery, the date of implementation and the (partial) results to be achieved in those phases.

## Screening

The testing of the integrity, quality and expertise of the Contractor's Staff by CCV or a third party.

## SLA

A technical and detailed specification of the services to be provided under an Agreement and, for each specified part of these services, the requirements with which that particular part must comply.



# Additional Terms and Conditions for Staff and Temporary Agency Staff

## 1. Applicability

### 1.1

The Contractor shall fulfil its obligations under the Agreement in close cooperation with CCV. The Contractor shall always properly inform CCV in full of the work performed and to be performed for CCV. The Contractor shall be deemed to be sufficiently informed about CCV's objectives in respect of the Agreement, the organisation of CCV, the information facilities and processes within the organisation of CCV as well as the feasibility and results of the Agreement within the framework indicated by CCV for this purpose and shall share with the Staff all information in this respect of which the Staff must also be aware.

### 1.2

The Contractor guarantees the training/diploma, quality, integrity, expertise and conduct of the Staff entrusted with the performance in a broad sense of the Agreement on behalf of or by Contractor. The Contractor guarantees that the Staff entrusted with the fulfilment of its obligations under the Agreement shall disrupt CCV's business operations as little as possible and that they will comply with CCV's house rules and act accordingly.

### 1.3

The Contractor guarantees that in the performance of activities under the Agreement, it shall only use Staff whose integrity is unquestionable. In this context, the obligation of Article 2.4 also applies.

### 1.4

The Contractor shall also ensure that the documents required by CCV are signed for approval by the persons carrying out the order before commencement of the work. These include: the CCV confidentiality statement, CCV House Rules, the Rules of Procedure and the Code of Conduct. More specifically, the Parties shall stipulate in the Agreement that the Staff shall also comply with the confidentiality obligation, the compliance with which shall be subject to a penalty clause

. The Contractor guarantees towards CCV that the Staff is aware of the aforementioned confidentiality obligation and that the Staff intends to comply with it punctually.

### 1.5

The Contractor shall ensure that the persons carrying out the order can identify themselves when working at a CCV location; that they observe the generally applicable rules and regulations and that they follow reasonable instructions given by CCV employees.

### 1.6

If CCV establishes further procedures after the Agreement has been entered into in order to regulate the integrity of the Contractor or the Staff, or if CCV adds further conditions regarding the integrity of the Contractor or the Staff, the Contractor or the Staff shall be obliged to cooperate in the performance of these procedures and to comply with the further conditions to be set by CCV. CCV shall immediately notify the Contractor in writing of any (threatened) proceedings or further conditions.

### 1.7

CCV shall behave towards the Contractor or the Staff with the same care in exercising supervision or management and with regard to the performance of the work as it is obliged to do towards its own staff. CCV shall in turn not "lease" the Staff to a third party, including a (legal) person with whom CCV is affiliated in a group (concern).

### 1.8

CCV declares itself aware of the fact that it is responsible towards the Contractor or the Staff for fulfilling the obligations arising from article 7:658 Section 4 of the Dutch Civil Code, (parts of) the Working Conditions Act and the associated regulations in the field of safety in the workplace and good working conditions in general.

## **2.** **Temporary Agency Staff**

### **2.1**

When proposing a candidate to be deployed at CCV, the Contractor shall inform CCV of the Staff's qualifications and of any other information which CCV may (reasonably) require the Contractor to provide. CCV is entitled to refuse the deployment of certain Staff.

### **2.2**

On CCV's first request but no later than one day before the commencement of the work, the Contractor shall submit to CCV a current certificate of good conduct ("VOG") of the Contractor or the Staff, whereby the VOG is based on the screening profile that matches the work to be performed, unless explicitly agreed otherwise in writing.

### **2.3**

If and to the extent agreed in the Agreement, the Contractor or the Staff shall be tested for expertise and reliability by means of a Screening.

### **2.4**

The Contractor shall fully cooperate with the procedures applicable within CCV in this respect and shall ensure that the Staff also grants its cooperation in this respect.

### **2.5**

If the Screening procedure for the Contractor or the Staff is not completed, or not completed on time, or not completed satisfactorily or not positively, at the discretion of CCV, CCV may decide to terminate the Agreement with immediate effect.

### **2.6**

If, as indicated in the above Section of this article, CCV decides to terminate the deployment or decide not to hire the Contractor or the Staff, the Contractor shall in no event be entitled to any (financial) compensation.

### **2.7**

If CCV makes items (such as access passes, keys, clothing, etc.) and documents available to the Staff, the Contractor shall inform them in writing of the obligation to return these items in good condition on the last business day. If the Staff fails to return these items (properly), the Contractor shall be responsible for any damage caused.

## **3.** **Replacement of Staff**

### **3.1**

Subject to the provisions in Section 3 of this Article, the Contractor shall only replace the Staff if this is unavoidable, for example in case of long-term illness, death, maternity leave or dismissal. Replacement can only take place after prior written approval by CCV of the new Staff to be deployed.

### **3.2**

If the Contractor is unable to deploy substitute Staff immediately after the Staff to be replaced has finished working or after CCV has requested a replacement by virtue of the third Section of this article, or if CCV believes that the proposed replacement does not meet the required qualifications, CCV shall have the right to terminate the Agreement with immediate effect and to deploy another Contractor without the Contractor being entitled to any compensation or damages. The Contractor shall be obliged to provide the necessary cooperation for the purpose of (transferring) the work to the party that ultimately takes over the original work.

### **3.3**

If CCV is of the opinion that the Staff does not comply or complies inadequately, including but not limited to not complying with the required qualifications or not being willing or able to properly perform the work or, in the opinion of CCV, acting in violation of the house rules and/or code of conduct of CCV or having violated the trust of CCV, CCV shall have the right to require the Staff in question to be replaced, at the expense of the CCV. If the Contractor refuses to engage replacement Staff, CCV is entitled to terminate or dissolve the Agreement with immediate effect without being liable for any compensation.

### **3.4**

If a substitute deployed by virtue of this article fails to comply [with the aforementioned obligations], the Contractor shall not invoice CCV for the hours already worked by that substitute.

### **3.5**

The qualifications of replacement Staff must correspond to the original requirements.



### 3.6

If replacement Staff have higher qualifications than the original Staff, CCV shall continue to owe the originally agreed rate.

### 3.7

The costs of training replacement Staff shall be borne by Contractor.

### 3.8

The days on which the Contractor or the Staff take leave will be determined in consultation with CCV. In that case, CCV may require temporary replacement. In that case, the provisions of the other paragraphs of this article shall apply in full.

## 4.

### Recruitment of Staff

#### 4.1

The Contractor shall refrain, during the term of the Agreement and for a period of one year after the expiry thereof, from employing any person who was employed by CCV in any capacity for less than one year prior to the termination of the Agreement and who is or has been directly or indirectly involved in the performance of the Agreement, unless CCV has given its explicit written approval.

#### 4.2

In the event of an infringement of Article 4.1, the Contractor shall be liable to pay CCV an immediately payable penalty of €75,000 per infringement.

#### 4.3

CCV shall have the right to employ the worker who has carried out work for CCV for a period of at least 12 months after the start of the first work assignment - irrespective of whether hours have been worked in a continuous period - free of charge, or to have him/her leased via another party, or to engage him/her as a self-employed person.

#### 4.4

If the Worker has not performed work for CCV for 12 months, and CCV wishes to employ the Worker or have him/her leased via another party, the Contractor shall be entitled to reasonable compensation. This reasonable compensation shall be determined on the basis of the Total Fixed Income (TFI) of the worker employed by the contractor. The TFI shall be the gross monthly salary

plus holiday allowance, excluding other (variable) allowances, which the Worker received in the 12 months preceding the commencement of employment with CCV. The fee shall be:

- a) 30% of the TVI, if the recruitment takes place within 0 to 3 months after the start of the first contract;
- b) 17.5% of the TVI, if the recruitment takes place within 3 to 6 months after the start of the first contract;
- c) 15% of the TVI, if the recruitment takes place within 7-12 after the start of the first contract.

### 4.5

In the event that the Contractor has engaged the Worker as a self-employed person within the scope of the Agreement and CCV wishes to enter into a direct employment relationship with this Worker (on the basis of an employment contract or agreement for services), CCV shall never owe the Contractor any compensation or damages.

### 4.6

The Contractor guarantees that it shall be agreed that, if a situation as referred to in this article arises, the Contractor shall not invoke a non-competition clause, relationship clause, penalty clause or any other (post)contractual clause which prevents the Worker from being employed by CCV or from offering its services to CCV on the basis of another contractual form of work.

## 5.

### Implementation

#### 5.1

If the Contractor is a temporary employment agency or payroll company, CCV shall inform this company of the terms and conditions of employment of CCV. The Contractor guarantees that any employees on its payroll shall enjoy at least the same terms and conditions of employment as employees employed directly by CCV and indemnifies CCV against any claim, demand and/or loss in this respect.

#### 5.2

The Contractor applies, among other things, the most recent version of the CCV employment conditions with regard to on-call duty, overtime, travel times and travel allowances, and for all external employees as far as possible.

### 5.3

5.3 When performing the services, the Contractor shall comply with the applicable laws and regulations in the field of the provision of Staff (including employment conditions), including but not limited to the Dutch Placement of Personnel by Intermediaries Act (Waadi), the Dutch Labour (Schijnconstructies) Act, the Dutch Foreign Nationals (Employment) Act and other applicable laws and regulations, and furthermore any applicable collective labour agreement. Any sanctions (including fines) resulting from non-compliance with these laws and regulations and/or collective labour agreement shall be borne by the Contractor. Any penalties imposed on CCV for the Contractor's actions in breach of the Wav shall be paid in full by the Contractor to CCV on demand, plus any (other) costs incurred by CCV in connection with the penalties, irrespective of whether the workers to which the breach relates was deployed by the Contractor itself or by a contractor engaged by the Contractor. If CCV wishes to start legal proceedings against an imposed penalty, the Contractor shall cooperate with CCV at its first request and shall provide all information requested by CCV in this respect. The Contractor shall not be able to invoke the fact that CCV should have exercised legal remedies against an imposed penalty.

### 5.4

The Contractor is at all times responsible for fulfilling the obligations imposed on it by tax and social security legislation.

### 5.5

As soon as CCV so requests, the Contractor will be obliged to provide sufficient proof that it has applied the minimum applicable wage and has paid the income tax, payroll tax, national insurance contributions, employee insurance contributions and income-related Healthcare Insurance contributions due.

### 5.6

In case the Contractor is a temporary employment agency, it shall comply with the obligations and formalities of the applicable legislation. At CCV's first request, the Contractor shall promptly provide proof of its compliance with the obligations of the applicable legislation.

### 5.7

The Contractor shall provide a recent and original 'Verklaring betalingsgedrag Keten- en Inlenersaansprakelijkheid' (Certificate of Payment History for Subcontracting Chain and User Liability) from the Tax Authorities to CCV, at its own expense and upon first request, in order to be able to demonstrate that the

declared and additional payroll taxes have been paid or security has been provided for this and/or there are payment problems. Should the Contractor not be required to withhold and remit social security contributions from the wages of a contracted worker, the Contractor shall provide a valid and official certificate from the social security authorities confirming this.

### 5.8

The Contractor shall indemnify CCV against any liability, possible penalty levied on it, claims of the Contractor's Staff and/or other claims/damage arising from (non-compliance with) all laws and regulations pertaining to the provision of Staff for the performance of the Agreement).

### 5.9

CCV shall be entitled, without being liable to pay any compensation to the Contractor, to terminate the Agreement with immediate effect and without starting any judicial proceedings, if the Contractor and/or any third parties engaged by it are not timely fulfilling - due to negligence - their obligations regarding payment of amounts relating to the provision of Staff, including the applicable payroll, income tax, national insurance contributions, employee insurance contributions and income-related healthcare insurance contributions, without prejudice to all other rights and claims of CCV, in particular the right to compensation.

### 5.10

In the event that CCV is required to provide security for itself or to make deductions and payments, CCV shall be entitled to claim the security to be provided or the deductions and payments from the Contractor, as well as to set off this claim against claims of the Contractor vis-à-vis CCV with priority.

### 5.11

CCV is authorised at all times to withhold the (estimated) amounts of income tax, payroll tax, national insurance contributions, employee insurance contributions and/or income-related healthcare insurance contributions and/or any interest and penalties charged on the aforementioned items from the payments to the Contractor and to pay them directly on behalf of the Contractor to the Tax Authorities and/or implementing bodies, or to pay them into an escrow account (G-account).

The Contractor shall provide CCV upon first written request of the latter with all the information necessary for this purpose (including a copy of the G-account or a valid decision of the Tax Authorities pursuant to article 34.6.2 of the Collection Guidelines 2008). In such cases, CCV will be discharged from its obligations to the Contractor by payment of the said amounts, insofar as these amounts are involved. If the G-account system is replaced by another system in the future, the provisions of this Article shall continue to apply in a similar manner (in full, if possible) to the new system.

## **6. Invoicing and payment**

### **6.1**

If CCV disputes the correctness of an invoice, or a part thereof, the Parties shall consult with each other to resolve the situation that has arisen. CCV shall at all times be entitled to have the invoices sent by the Contractor audited for accuracy as to their content by an accountant to be appointed by CCV, as referred to in article 2:393, Section 1. The Contractor shall allow the accountant concerned to inspect its books and records and provide him with all the data and information he/she may request. The audit shall be confidential and does not extend beyond what is required to verify the invoices. The auditor shall issue his report to both parties as soon as possible. The costs of the accountant's audit shall be borne by CCV, unless the audit reveals that the invoice(s) is/are incorrect or incomplete with regard to the disputed items, in which case all relevant costs shall be borne by the Contractor. CCV shall not be liable for any interest or other increases/amounts over the period of consultation and investigation.

### **6.2**

The Contractor shall ensure that the invoice(s) for the temporary hiring of Staff at CCV meet the requirements of article 35a of the VAT Act of 1968.

### **6.3**

CCV shall be entitled to suspend payment of an invoice (or part thereof) on which the parties do not agree during the period of consultation and audit. CCV shall only exercise this power if it has reasonable doubt as to the correctness of the invoice in question.

### **6.4**

If CCV is in delay with respect to a payment deadline or if CCV fails to pay an invoice because CCV disputes the correctness of the invoice or because CCV is of the opinion that the Contractor has failed to fulfil its obligations under the Agreement, the Contractor shall not be entitled to suspend its obligations under the Agreement or to terminate the Agreement.

### **6.5**

The rates as determined in the Agreement are all-in rates per hour worked or per Order. On request, the Contractor shall provide CCV with any and all information regarding the fee structure, in accordance with the transparency principle. The fees charged will be the actual hours of work by Contractor or the Staff or a fixed price if this has been agreed in the context of the Agreement. In the event that Contractor is prevented from working, for any reason, he has no claim to compensation for the hours not worked.

### **6.6**

In the event of Services concerning the hiring of Staff, travel expenses and all time spent in connection with introductory talks by candidates or other representatives of the Contractor will not be charged or passed on to CCV by the Contractor.

### **6.7**

During the term of an Agreement (including renewals), the Contractor shall not increase the rate. If the total term of one or consecutive Agreement(s) exceeds the term of one year, the Contractor will reduce the rate by five per cent, unless otherwise agreed in writing.

### **6.8**

Overtime shall be reimbursed to Contractor in accordance with the CCV terms of employment if there is an obligation on the part of Contractor to pay overtime to the worker, but only on the worker's rate and not on Contractor's margin.

## **7.** **Contractor's obligations**

### **7.1**

The Contractor represents and warrants that, with regard to the Agreement, neither (the company of) the Contractor itself, nor one or more of its employees and collaborators (such as managers, representatives, subordinates and/or non-subordinates) or legal entities affiliated with the Contractor and the natural persons employed therein (regardless of the basis) and/or advisers, is/have been involved in consultations or agreements with other (prospective) companies concerning

- a) price formation and/or
- b) the method of submitting tenders and/or
- c) distribution of work and/or
- d) offering or giving money or benefits (material or non-material) that can be valued in money to one or more CCV employees who are directly or indirectly involved in or can exercise any influence on the decision to award the Order, in a way that could be contrary to the provisions of legislation and regulations, including the Competition Act and/or Articles 81 and 82 of the EC Treaty.

### **7.2**

The Contractor furthermore represents and warrants vis-à-vis CCV that no advantage of any kind is or has been promised, offered or provided by him or by Staff to be deployed by him or by (auxiliary) persons to be deployed by him, or will be promised, offered or provided to directors, representatives, employees and/or non-employees of CCV.

### **7.3**

The Contractor declares that he will not use its position as employer towards the Staff to obtain confidential information regarding business matters in the broadest sense of the word about and/or from CCV or the parties affiliated with CCV.

### **7.4**

With regard to the personal data of which the Contractor becomes aware during the performance of the Agreement, the Contractor will comply with the relevant provisions of the General Data Protection Regulation

(GDPR) and the Dutch General Data Protection Act (Uitvoeringswet Algemene verordening gegevensbescherming) and to comply with all instructions of CCV in this regard.

### **7.5**

If the Agreement provides that the Contractor must coordinate the services to be provided by it with work or services to be provided by third parties engaged by CCV, the Contractor is obliged to enter into consultations with these third parties and CCV in order to discuss and determine the terms of the cooperation and subsequently to implement these with due care, in a coordinated manner and as efficiently as possible.

### **7.6**

The Contractor shall ensure that:

- a) All suspicious transactions by seconded employees involved in the performance of an implementation or other agreement will be reported to the CCV compliance officer (responsible for combating money laundering) and CCV will have access to all relevant information and the Contractor will cooperate with CCV's investigation into such a report.
- b) the Contractor informs CCV immediately of any incidents of a criminal nature, money laundering, conflict of interest or corruption, any incidents which may pose a serious threat to the integrity of the business operations and any other incidents with a potentially far-reaching impact on CCV.

### **7.7**

In the event of illness of the Staff provided, CCV must be notified before 9:00 a.m. and if that is not possible, as soon as possible thereafter.

### **7.8**

CCV shall not be liable for any compensation in respect of hours during which the Staff provided are unable to perform the agreed work due to illness. Contractor is responsible for all tasks and costs related to absence of the Staff.

## **8.** **Acceptance**

### **8.1**

Anything to be supplied by the Contractor to CCV under an Agreement shall first be subject to an acceptance procedure within the agreed periods and in the manner described for this purpose.

### **8.2**

The prior inspection/acceptance test by or on behalf of CCV does not constitute an acknowledgement that the goods supplied comply with the guarantees provided.

### **8.3**

If at any time the goods delivered do not appear to meet the intended guarantees, the Contractor must take all necessary measures and perform work and provide alternatives within a reasonable period of time, as a result of which the goods delivered will meet the requirements of the Agreement. If the Contractor fails to fulfil its obligation in this respect, CCV shall have the right, irrespective of all other rights to which it is entitled, at the expense of the Contractor, to take all necessary measures or arrange for such measures to be taken and work to be carried out to the extent necessary to ensure that the delivered goods comply with the Agreement.

### **8.4**

The rates payable by CCV to the Contractor for the Staff deployed shall be charged to CCV in arrears for the period stated in the Agreement. If after five business days following commencement of the order it appears that the Staff does not meet the requirements and wishes of CCV, CCV shall notify the Contractor accordingly and the hours worked shall not be reimbursed to the Contractor and the agreement shall be terminated with immediate effect, unless CCV wishes to continue the agreement with replacement Staff provided by the Contractor.

## **9.** **Consultancy**

### **9.1**

An Action Plan shall be drawn up for the Consultancy service.

### **9.2**

The Action Plan shall in any case include: the intended purpose, the date of delivery, any phases in which the service is to be provided,

as well as partial results to be achieved in those phases and the final result.

### **9.3**

If the Action Plan is drawn up by the Contractor, the Action Plan will be submitted to CCV for approval. CCV has the right at all times to give instructions during the creation of the Action Plan and to demand that these instructions be included in the Action Plan.

### **9.4**

Only after the Action Plan referred to in Section 3 of this article has been approved in writing by CCV will the Contractor commence further work. If CCV rejects the Action Plan, CCV shall notify the Contractor in writing, stating the reasons for its rejection. CCV shall give the Contractor the opportunity to amend the Action Plan and to resubmit it to CCV within a period set by CCV. If the amended Action Plan is again rejected by CCV, CCV shall be entitled to terminate the Agreement extrajudicially - possibly conditionally or in part - with immediate effect, without any formal notice or notice of default being required and without being obliged to pay any compensation for damages and/or costs.

## **10.** **Recruitment and selection engagement**

### **10.1**

This Article is only applicable if there is a Recruitment and selection engagement between the parties.

### **10.2**

For each Recruitment and selection engagement, the Parties shall consult on the minimum number of candidates to be offered.

### **10.3**

CCV is free to appoint the relevant candidates or not.

### **10.4**

CCV is at all times authorised to recruit candidates directly during the engagement. Any exclusivity obligation in this respect is only possible after consultation and written agreement.

### **10.5**

CCV shall only be liable for the fee to be charged by the Contractor after the completion of the

recruitment and selection engagement, regardless of the position to which the candidate is appointed. Within the context of this article, the completion of the recruitment and selection engagement is understood to mean the entering into of an employment relationship between CCV and a candidate.

### **10.6**

The fee shall be a percentage of the gross annual remuneration agreed between CCV and the candidate, to be determined by the parties. The gross annual remuneration is the fixed gross remuneration including 8% holiday allowance, but excluding other wage components (such as gratuities, bonuses, commission schemes, etc.). No other amounts are payable by CCV unless agreed otherwise in writing. The fee is calculated only on the gross annual remuneration for the actual contract hours.

### **10.7**

If CCV does not continue or terminate the recruitment and selection engagement, for any reason, it shall only be obliged to reimburse the reasonable costs incurred by the Contractor in connection with the Recruitment and Selection activities completed up to that time, all this on the basis of and only after submission of a detailed specification. Costs incurred in connection with unfinished recruitment and selection activities are not reimbursed by CCV. In addition, CCV shall not owe any other amounts (such as the fee) to the Contractor, nor shall it otherwise be liable for damages to the Contractor.

### **10.8**

If a candidate referred by the Contractor is no longer employed by CCV within 16 weeks of commencement of employment, for any reason, the Contractor will, provided that CCV has met all its payment obligations vis-à-vis the Contractor, apply a reimbursement scheme which is explained in the paragraph below.

### **10.9**

Should the candidate referred by the Contractor leave (or be told that he/she must leave) before or during its first four weeks, the Contractor shall reimburse 100% of the fee paid by CCV. In weeks 5 and 6, the Contractor shall reimburse 50% of the fee paid to CCV and in weeks 7 and 8, the Contractor shall reimburse 25% of the fee paid by CCV. And in week 9 to 16, the Contractor shall reimburse 12.5% of the fee paid by CCV

### **10.10**

In the event of repayment, the Contractor shall send the CCV a credit note for this amount and shall pay the amount due within 30 days thereafter.

### **10.11**

The aforementioned repayment scheme does not apply if the reason for the departure is attributable to CCV.

### **10.12**

A recruitment and selection engagement ends when CCV accepts an referred candidate or when the maximum duration of the recruitment and selection engagement has expired.

### **10.13**

CCV shall at all times be authorised to terminate a recruitment and selection engagement prematurely by means of a written notice to the Contractor, provided that said notice includes a statement of the reasons for such termination, without being obliged to pay compensation. Immediately upon receipt of the written notice, the Contractor shall cease performance of the recruitment and selection engagement in question.

## **11.**

### **Consequences of termination of Agreement**

#### **11.1**

If the Agreement is terminated, the Contractor undertakes to do the following if so requested by CCV:

- a) cooperate immediately and unconditionally in the transfer of the intellectual property rights to the Result, and to transfer immediately and fully to CCV all other intellectual property rights relating to work carried out at that time. This also applies to the transfer of any preparatory materials, drawings, designs and concepts of the results.
- b) to complete certain activities at the rates laid down in the Agreement, all of this without prejudice to CCV's right to compensation.

## **12.** **Changes in the Contractor's situation**

### **12.1**

The Contractor shall immediately inform CCV in writing of any change in the Contractor's situation which may affect the performance of the Agreement.

## **13.** **Performance as or through a self-employed person**

### **13.1**

The provisions of this section shall (also) apply if and insofar as it has been agreed between the Contractor and CCV that the Contractor will perform work for CCV as a self-employed person. The regulations on Staff do not apply.

### **13.2**

If work is carried out by a self-employed individual within the framework of the Agreement, then (the basis of) the Agreement is a model agreement that has been published on the website of the Belastingdienst (Dutch tax authority) within the framework of the Deregulating Beoordeling Arbeidsrelaties (deregulation of labour relations) Act. CCV determines which type of model agreement is most appropriate for the Agreement. The selected model agreement shall be supplemented and/or amended if CCV deems this appropriate.

### **13.3**

CCV may give the Contractor permission to engage (other) self-employed persons. If such permission is given and the Contractor has found a suitable self-employed individual, then, for the employment, (the basis of) the agreement between the Contractor and the self-employed individual shall, in principle, be 'de Algemene modelovereenkomst tussenkomst' (General model agreement for intervention) which has been published on the website of the Tax Authorities within the framework of the Act on Deregulation of the Assessment of Employment Relationships. Because of the intermediary construction, there is no direct contractual relationship between the self-employed individual and CCV.

### **13.4**

In the absence of any provision to this effect in the Agreement, the engagement contract with the Contractor is entered into for the duration of the engagement.

### **13.5**

The order to be performed is specifically described in the Agreement.

### **13.6**

The Contractor shall organise its work for an individual order independently. However, in so far as this is necessary for the performance of the order, coordination with CCV shall take place in the event of cooperation with others, so that the operations will run smoothly. The Contractor is independent in the performance of the agreed order. CCV may, however, give indications and instructions regarding the result of the order.

### **13.7**

In performing the work for CCV, the Contractor may only make use of services of third parties with the prior written consent of CCV. The Contractor assures the quality, knowledge, skill and integrity of these third parties.

### **13.8**

If CCV grants permission for the use of the services of third parties, this will not affect the responsibility and liability of the Contractor vis-à-vis CCV for the provision of the Services.

### **13.9**

If the Contractor offers Services in which it performs work for CCV at the locations normally used by CCV as workplaces, the Contractor shall, where reasonably possible, conform to the usual business days and hours of CCV.

### **13.10**

The use of the Contractor's Services by CCV should be regarded as an agreement for services within the meaning of Article 7:400 ff. of the Dutch Civil Code. With such an Agreement, the parties in no way intend to enter into an employment contract within the meaning of Article 7:610 ff. of the Dutch Civil Code.

### **13.11**

All that which is developed by the Contractor or made available to CCV pursuant to the Order under the Agreement shall be considered custom work within the meaning of Article 13.4 of the General Terms and Conditions of Purchase (Part A). All intellectual property rights (including, in any case: copyrights, design rights, patent rights, database rights and know-how (business secret data) which may arise as a result of the performance of the Agreement - anywhere and at any time

in respect of the Results - shall be vested in CCV. These intellectual property rights shall be transferred by the Contractor to CCV pursuant to the Agreement at the moment they arise, which CCV hereby accepts.

### 13.12

CCV expressly agrees that the Contractor may also carry out work for other CCV's entities.

### 13.13

The Contractor may be replaced by another person in the performance of the Agreement. In the event of substitution, the rights and obligations of the Contractor arising from the General terms and conditions of purchase and the Agreement shall apply in full to the substitution; the substitute must agree to this in writing.

### 13.14

The Contractor shall remain responsible for the quality of the work and for compliance with the agreements made, also in the event of substitution.

### 13.15

The Contractor shall ensure that:

- a) All suspicious transactions by seconded employees involved in the performance of an implementation or other agreement will be reported to the CCV compliance officer (responsible for combating money laundering) and CCV will have access to all relevant information and the Contractor will cooperate with CCV's investigation into such a report.
- b) the Contractor informs CCV immediately of any incidents of a criminal nature, money laundering, conflict of interest or corruption, any incidents which may pose a serious threat to the integrity of the business operations and any other incidents with a potentially far-reaching impact on CCV.

### 13.16

CCV may investigate the incidents reported as referred to in the previous Section and the Contractor must cooperate fully in such an investigation. As a result of the investigation, CCV may require the Contractor to take measures to limit the consequences of the incident and to prevent future incidents.





## **14. Screening, Code of Conduct and licensing**

### **14.1**

The Contractor is responsible for obtaining all permits, registrations and approvals required by law that are necessary for the proper fulfilment of the obligations under the Agreement by the Contractor or the Staff.

### **14.2**

The Contractor shall, at its own expense, screen the employment history and references of the persons who carry out the order, before deploying or allowing these persons to be deployed for the provision of services at a CCV location or before allowing these persons access to the systems or networks of CCV. Such a screening must at least meet the requirements set by CCV. The Contractor shall fully inform these persons of this screening and shall ensure that these persons recognise CCV's legitimate interest in this and cooperate with this screening and the provision of the relevant information to CCV.

## **15. Identity, work permit and Waadi (Dutch Placement of Personnel by Intermediaries Act) registration requirement**

### **15.1**

The Contractor guarantees that it has checked the identity documents for authenticity when the Staff starts working (has fulfilled the verification obligation), instructs the Staff to always carry a valid identity document with them during work and submits (a copy of) the identity documents of Staff with Dutch nationality or the nationality of a member state of the European Union, the European Economic Area or Switzerland. In respect of Staff with a nationality other than as referred to above, the Contractor shall, in accordance with the Foreign Nationals (Employment) Act (WAV) or other applicable legislation, submit to CCV a copy of a valid identity document within the meaning of that Act before commencing the work.

In accordance with the WAV or other applicable legislation, the Contractor also complies with the obligation to submit a copy of the employment and, if applicable, residence permit and other documents required by law and regulations of the assigned Staff for whom freedom of movement does not apply, before commencing the work. The Contractor shall immediately notify CCV

of any change in connection with such permit(s), all in accordance with the Identification Requirement Act or other applicable law.

### **15.2**

If the Contractor fails to meet the obligations referred to in this article in good time, CCV reserves the right to deny the relevant staff members deployed access to the location where the work shall be performed (and therefore no compensation will be paid by CCV for that intended use). The Contractor shall indemnify CCV against any claim, possible fines and/or otherwise relating to illegal labour and/or the Contractor's failure to fulfil its obligations under the WAV or other applicable legislation.

### **15.3**

In the event that the Contractor provides Staff - on a business basis or otherwise - the Contractor confirms that, for the entire duration of the Agreement, it is registered with the Chamber of Commerce in accordance with the Dutch Placement of Personnel by Intermediaries Act (Waadi) and is in possession of all permits and certificates (including the applicable NEN certificate for temporary employment agencies) to perform the Agreement. The Contractor indemnifies CCV against any fines or other measures imposed on CCV as a result of the Contractor's non-compliance with its obligations under the Waadi or other applicable legislation, and CCV is entitled to offset such fines against any outstanding amounts owed by CCV to the Contractor.

## **16. Screening, Code of Conduct and licensing**

### **16.1**

CCV shall not be liable for any loss which the Contractor (or his Staff, substitute or third party/parties engaged) incurs in the performance of the activities at CCV, unless such liability is compulsory.

### **16.2**

The Contractor unconditionally indemnifies CCV against all claims by third parties, under any title, for direct or indirect existing or future damage arising from the performance of the Agreement or order by the Contractor or his/her substitute or engaged third party. The Contractor declares that it has adequate professional and/or liability insurance

which provides sufficient coverage against the damage referred to above (including costs, interest and the like) which may arise during or as a result of the performance of the agreed order.

## 17. Other provisions

### 17.1

The Contractor shall ensure that the obligations in this section of these terms and conditions are imposed on all third parties with which it has entered into or will enter into contracts in connection with the provision of the Services to CCV, and also undertakes that these third parties shall in turn impose the said obligations on their respective contractual counterparties.



