

## **General Terms and Conditions for Assignments by 68North**

### **1. General**

These general terms and conditions apply to all offers, services, quotations, and agreements between 68North and clients, as well as their legal successors.

### **2. Basis of Quotations**

Quotations provided by 68North are based on information provided by the client. The client ensures that all essential information for the design and execution of the assignment has been provided to 68North to the best of their knowledge. 68North will carry out its services to the best of its understanding and abilities, and in accordance with the requirements of good professional practice.

### **3. Provision of Information, Personnel, and Workspace by the Client**

To ensure smooth and timely execution of the assignment, the client shall timely provide all documents and data necessary for 68North. This also includes making available employees of the client's organization who will be involved in 68North's activities. Upon 68North's request, the client shall provide workspace with telephone and, if desired, data connections at their location.

### **4. Involvement of Third Parties in Assignment Execution**

Involvement or engagement of third parties in the execution of the assignment by the client or 68North shall only occur after mutual consultation.

### **5. Rates and Assignment Costs**

The quotation specifies whether travel hours, travel and accommodation expenses, and other assignment-related costs are included in the rates and based on which the cost estimates are prepared. If these costs are not included, they will be billed separately. Any mid-term changes necessitating rate adjustments or adjustments to other aforementioned compensation will be communicated 30 days before implementation. All offers and proposals from 68North are non-binding, unless an acceptance period is indicated in the offer. If no acceptance period is stated, the offer expires after 30 days.

**6. Payment Terms**

The fee and costs mentioned in Article 5, not included in the rates, shall be invoiced monthly. Payment must be made within 14 days of the invoice date. After this due date, statutory interest will be charged without requiring any notice of default. In case of non-payment, 68North may suspend the execution of the assignment using its right of suspension. If the client is in default or otherwise fails to fulfill one or more of its obligations, all reasonable costs to obtain satisfaction will be borne by the client, both judicial and extrajudicial. If the assignment is provided by more than one client, all clients are jointly liable for compliance with the obligations as indicated in this article (regardless of the invoicing name).

**7. Changes to the Assignment or Additional Work**

The client acknowledges that the timing of the assignment may be affected if the parties agree to expand or modify the approach, methodology, scope, and/or resulting activities during the execution. If such changes affect the agreed fee or expenses, 68North will promptly notify the client. If any changes arise due to the client's actions, 68North will make necessary adjustments if the quality of the service so requires. If such adjustments result in additional work, the client will be informed, and this will be confirmed as an additional assignment.

**8. The duration and completion of the assignment**

The duration of the assignment can be influenced by various factors, such as the quality of the information obtained by 68North, and the cooperation provided. Therefore, 68North cannot provide an exact estimate of the time required to complete the assignment in advance. The duration specified in the agreement is an estimate and is not binding. In financial terms, the assignment is considered completed once the final invoice has been approved by the client. The client must notify 68North of their approval or any issues within 14 days from the invoice date. If the client does not respond within this period, the final invoice will be deemed approved. If the client requests an audit of 68North's invoice by a registered accountant, cooperation will be provided, but the costs of such an audit will be borne by the client.

**9. Premature termination of the assignment**

Either party can unilaterally terminate the agreement prematurely if they believe that the execution of the assignment can no longer proceed in accordance with the confirmed quotation and any additional specifications. This must be communicated in writing and with a motivated explanation to the other party. In such a case, a

notice period of one month will apply, except for assignments with a duration longer than two months, in which case the notice period will be 1/4 of the duration. If premature termination is initiated by the client, 68North is entitled to compensation for demonstrable loss of capacity, with the average monthly invoiced amount up to that point as the basis. 68North can only exercise its right to terminate prematurely if completion of the assignment cannot reasonably be expected due to circumstances beyond its control or not attributable to it. In such a case, 68North retains the right to payment for the services rendered up to that point, and the provisional results of the work will be made available to the client, subject to confirmation. Any additional costs incurred as a result will be charged. In the event that either party becomes bankrupt, applies for suspension of payments, or ceases operations, the other party has the right to terminate the assignment without notice, subject to their rights.

#### **10. Intellectual property**

Models, techniques, tools, including software, used for the execution of the assignment and included in the advice or work results, are and remain the property of 68North. Disclosure can only take place with the permission of 68North. The client has the right to reproduce documents for use within their own organization, to the extent that it aligns with the purpose of the assignment, and the aforementioned applies accordingly.

#### **11. Confidentiality**

68North is liable for deficiencies in the execution of the assignment to the extent that they result from a failure to exercise the care, expertise, and professionalism that can be reasonably expected when providing advice within the scope of the assignment. The liability for damages caused by such deficiencies is limited to the amount of the fee received by 68North for its services in connection with that assignment. For assignments with a duration longer than six months, further limitation of liability applies, up to a maximum of the fee for the last six months. Any claims by the client in this regard must be submitted within one month after the discovery of the damage. After this period, the client can no longer assert any rights in this regard. Indirect damage is not covered.

#### **12. Liability**

68North is liable for deficiencies in the execution of the assignment to the extent that they result from a failure to exercise the care, expertise, and professionalism that can be reasonably expected when providing advice within the scope of the

assignment. The liability for damages caused by such deficiencies is limited to the amount of the fee received by 68North for its services in connection with that assignment. For assignments with a duration longer than six months, further limitation of liability applies, up to a maximum of the fee for the last six months. Any claims by the client in this regard must be submitted within one month after the discovery of the damage. After this period, the client can no longer assert any rights in this regard. Indirect damages are not covered.

**13. Applicable law**

This agreement is exclusively governed by Dutch law.

**14. Dispute resolution**

All disputes arising from the execution of this agreement or any subsequent agreements resulting from it shall be settled by the competent court in Utrecht, The Netherlands.