

Appendix for Consultancy Services

This Appendix for Consultancy Services (the “**Consultancy Services Terms**”) is appended to the MXNS Expert Partners Netherlands General Terms and Conditions for Services and available at <https://mxns-expertpartners.com/algemene-voorwaarden> (the “**General T&Cs**”). They apply to all contracts for the performance of consultancy services by MXNS Expert Partners Netherlands (“**Consultancy Services**”). These Consultancy Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any Quotation, proposal or agreement for Consultancy Services entered into between Customer and MXNS Expert Partners Netherlands. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Scope of Consultancy Service Terms

The scope of the consultancy Services to be performed by MXNS Expert Partners Netherlands is exclusively defined and delimited by the description set out in the applicable Quotation.

Any Quotation issued by MXNS Expert Partners Netherlands in connection with Consultancy Services is valid for two (2) months after its issue date, unless otherwise indicated by MXNS Expert Partners Netherlands

2. MXNS Expert Partners Netherlands Standard of Care

2.1 MXNS Expert Partners Netherlands will only adhere specific standards when carrying out the Services if:

(i) the Customer has requested MXNS Expert Partners Netherlands in writing to observe such standards before the conclusion of the Contract, and;

(ii) these specific standards are set forth in the Quotation.

2.2 If MXNS Expert Partners Netherlands requires information from Customer for the execution of the Consultancy Services, the term for the execution does not begin before the Customer has supplied MXNS Expert Partners Netherlands with the correct and complete information.

3. Scope of the assignment provided to MXNS Expert Partners Netherlands

Only if it is explicitly specified in the Quotation, the Services may encompass the provision of personnel under Customers’ supervision and direction. In such a case, MXNS Expert Partners Netherlands fulfills its obligations arising from the Contract towards Customer if [1] the personnel supplied by MXNS Expert Partners Netherlands possess the requisite educational qualifications and [2] the personnel are actually made available to Customer..

4. Non-solicitation

4.1 Unless the law provides otherwise, the Customer, the Customer’s subsidiaries, group undertakings, participating interests and/or the Customer’s actual or legally affiliated companies, persons and/or associations of persons are prohibited from:

a) for the term the Services are provided and,

b) for a period of one year after the termination of the Contract,
c) regardless of the reason and cause of the termination of the Services,
to:

(i) employ persons employed by MXNS Expert Partners Netherlands or to employ persons that left MXNS Expert Partners Netherlands ’s employment less than one year prior to the time they performed Services for the Customer,
and/or:

(ii) otherwise commission the persons mentioned under (i) to do work, paid or unpaid, at their companies and/or,

(iii) to negotiate with the persons mentioned under (i) about the performance of tasks or work as referred to under (i) and/or (ii).

4.2 If the provisions of section 4.1. are violated, the Customer will incur an immediately payable fine, which is not subject to judicial mitigation, of fifty thousand (50,000) euros per violation and also two thousand (2,000) euros for every day the violation continues, without prejudice to MXNS Expert Partners Netherlands’ right to claim full compensation for loss and/or the discontinuation of the violation and without prejudice to MXNS Expert Partners Netherlands ’s right to claim the fine arranged by contract with the employee.

4.3 The Customer has an obligation to MXNS Expert Partners Netherlands to inform the Customer’s subsidiaries, group undertakings, participating interests and/or the Customer’s actual or legally affiliated companies, persons and/or associations of persons of the provisions of sections 4.1. and 4.2.

4.4 The Customer is not permitted, without MXNS Expert Partners Netherlands’ specific, written consent, to make the persons who are providing the Services under the Contract for MXNS Expert Partners Netherlands available to third parties. If the Customer supplies personnel with MXNS Expert Partners Netherlands ’s written consent, to third parties, the Customer should ensure that it registers in the Trade Register that the Customer’s operations (also) include supplying personnel.

4.5 By exception to the main rule set forth in this section 4.1 and 4.2, the Customer is entitled to enter into an employment relationship with an employee that would have been placed under Customer sole supervision and direction as long as this placement has lawfully ended.

4.6 A Customer intending to enter into an employment relationship with an employee must notify MXNS Expert Partners Netherlands in writing well in advance before taking any action on this intention. The Customer is familiar with the laws and regulations concerning successive employment and accepts all obligations arising from these. The Customer is responsible for the investigation and assessment of the employee’s

employment history.

4.7 If the Customer enters into an employment relationship with an employee, who was placed at the Customer on the basis of an assignment for an indefinite term, before that employee has worked for 1040 hours on the basis of that assignment, the Customer owes MXNS Expert Partners Netherlands a fee of 25% of the latest rate applicable for 1040 hours less the hours already worked by the employee on the basis of the assignment. The fee will be increased by VAT. The fee is owed for the services provided by MXNS Expert Partners Netherlands in connection with the supply, recruitment or education of the employee in question

4.8 If the Customer enters into an employment relationship with an employee who was placed with it on the basis of a fixed-term assignment, the Customer owes a fee of 25% of the latest rate applicable for the remaining term of the assignment (calculated based on the agreed or customary hours and additional/overtime hours) or, in the case of an assignment that can be terminated before the expiry date, the notice period that was not observed, on the understanding that the Customer always owes at least the fee referred to in this provision.

4.9 The fee will be increased by VAT owed for the services provided by MXNS Expert Partners Netherlands in connection with the supply, recruitment or education of the employee in question

4.10 If the Customer does not enter into an employment relationship with the employee immediately after the end of the employee's placement but does so within 6 months of that date, the Customer also owes the fee referred to in this section. This applies both if the Customer contacted the employee for this purpose, directly or via third parties, and if the employee applied to the Customer, directly or via third parties.

5. Changes, cancellation or Postponement

5.1 If any changes or additions are made at the Customer's request or that are necessary in MXNS Expert Partners Netherlands's opinion and have an effect on the volume of the work agreed within the framework of the Quotation changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MXNS Expert Partners Netherlands' rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Quotation, the Customer will pay the fee for additional work. In the event that, in and to the extent that, the financial consequences of the additional work exceed the agreed fixed price by 10%, MXNS Expert Partners Netherlands shall inform the Customer in writing about the financial consequences for the additional work.

5.2 The Customer accepts that the arranged or expected time of completion of the Services, Service Report(s) and the mutual responsibilities of MXNS Expert Partners Netherlands and the

Customer may be affected due to additions or changes to the Quotation.

5.3 In the event that the Customer postpone or cancel an assignment granted to MXNS Expert Partners Netherlands 72 hours before the Services originally had to be performed, MXNS Expert Partners Netherlands is empowered (i) to terminate the assignment and/or (ii) claim the full fee as agreed in the Quotation. MXNS Expert Partners Netherlands is not obliged to have that work caught up later free of charge.

5.4 Should the Customer, for any reason, terminate an assignment granted to MXNS Expert Partners Netherlands, MXNS Expert Partners Netherlands is authorized to invoice all work performed up to the termination date. This invoiced amount shall include an additional 30% markup, reflecting what MXNS Expert Partners Netherlands would have charged the Customer had the assignment not been prematurely terminated. This 30% markup also applies when the Customer postpones the Consultancy Services for a period longer than six (6) months.

5.5 In the event of an unlawful termination of the assignment, MXNS Expert Partners Netherlands will invoice 100% of the amount agreed upon in the Quotation and reserves the right to seek compensation for damages from the Customer.

6. Pricing and Invoicing

If any fees are required under the Quotation to be paid prior to the commencement of the Consultancy Services, at completion of the Consultancy Services by MXNS Expert Partners Netherlands, any such advance payment by Customer will be credited against the last invoice.

If no invoicing arrangements are defined in the Quotation, invoicing shall be done on a monthly basis based on the actual costs incurred, including MXNS Expert Partners Netherlands' time expenditure and other directly related costs.

Quoted fees exclude travel and accommodation expenses, which will be charged at cost, unless otherwise specified in the Quotation.

7. Miscellaneous

During the course of performing the Consultancy Services, MXNS Expert Partners Netherlands may take pictures of the Customer's facilities.

Unless agreed otherwise in the Quotation, Customer is entitled to a maximum of two (2) rounds of reviews as part of MXNS Expert Partners Netherlands' Consultancy Services, which are considered included in the price offered by MXNS Expert Partners Netherlands. Any additional review rounds shall be deemed additional work invoiced at the rates set out in the Quotation.

