GENERAL
TERMS AND CONDITIONS

Forge Interim

Business terms for interim management, consultancy, project leadership and related professional services.

Reader's guide

These General Terms and Conditions are intended for business clients. The specific content, scope, fees, timetable and any deviations are set out in the Proposal or Assignment Confirmation.

1. Definitions

1.1 In these General Terms and Conditions: (a) General Terms and Conditions means these general terms and conditions; (b) Forge-Interim means the business entering into the Assignment under the trade name Forge-Interim; (c) Client means any natural person or legal entity that enters into, or intends to enter into, an Agreement with Forge-Interim; (d) Agreement means any contract for services between Forge-Interim and the Client, including the Proposal, Assignment Confirmation, any appendices and these General Terms and Conditions; (e) Assignment means the interim-management, advisory, consultancy, project, programme, change, implementation or other professional services to be performed by Forge-Interim; (f) Proposal means any written offer issued by Forge-Interim; (g) Deliverables means the reports, advice, analyses, plans, presentations and other agreed results specifically developed for the Client in connection with the Assignment; (h) Materials means all methods, models, formats, templates, techniques, software, databases, know-how and other materials of Forge-Interim, including any improvements to them; and (i) Written or In Writing means by letter, email or an agreed digital system.

2. Applicability and order of precedence

2.1 These General Terms and Conditions apply to all offers, Proposals, Assignments, Agreements, follow-on assignments and other legal relationships under which Forge-Interim supplies services or products.

2.2 The applicability of any purchasing conditions or other terms used by the Client is expressly rejected, unless Forge-Interim has expressly accepted them In Writing for a specific Agreement.

2.3 In the event of conflict, the following order of precedence applies: (a) an amendment or addendum signed by both parties; (b) the Assignment Confirmation or Proposal; (c) a data processing agreement; (d) these General Terms and Conditions; and (e) any other appendices.

2.4 Any deviation applies solely to the Agreement for which it has been agreed In Writing and does not create a precedent for other assignments.

3. Offers and formation

3.1 A Proposal is non-binding and valid for thirty (30) days, unless stated otherwise. Forge-Interim may withdraw a Proposal before acceptance.

3.2 An Agreement is formed upon Written acceptance of the Proposal or Assignment Confirmation, or as soon as Forge-Interim commences performance with the Client's consent. In the latter case, the most recently issued Proposal constitutes the Agreement.

3.3 Proposals are based on information supplied by the Client. The Client warrants that such information is timely, accurate and complete. Forge-Interim may rely on that information without independent verification, unless otherwise agreed.

3.4 Oral commitments or amendments bind Forge-Interim only after Written confirmation by an authorised representative.

4. Nature and performance of the Assignment

4.1 Forge-Interim shall perform the Assignment with due care, independently and in accordance with its best professional judgement. Unless a specific result has expressly been guaranteed, Forge-Interim's obligation is an obligation to use reasonable endeavours.

4.2 Forge-Interim independently determines how, in what sequence, where and at what times the services are performed, within the agreed parameters, deadlines, security requirements and necessary coordination with the Client.

4.3 The Client may give instructions regarding the intended result, priorities, access, safety, compliance and organisational coordination, but not in a manner incompatible with the independent performance of the Assignment.

4.4 Forge-Interim may engage qualified employees, assistants or independent third parties in performing the Assignment and remains responsible for directing those persons. Where a specific person has been designated as essential, replacement shall take place after reasonable consultation with the Client.

4.5 Any periods or dates stated by Forge-Interim are target dates and not strict deadlines, unless expressly agreed otherwise In Writing.

5. Client cooperation and responsibilities

5.1 The Client shall provide, in a timely manner and at no cost, all information, decisions, access, systems, working facilities, personnel and other cooperation reasonably required.

5.2 The Client is responsible for its internal decision-making, implementation and use of advice and Deliverables, unless implementation expressly forms part of the Assignment.

5.3 The Client shall ensure a safe, healthy and lawful working environment and inform Forge-Interim in advance of all relevant safety, integrity, information-security and conduct requirements.

5.4 If the Client does not fulfil its obligations on time, Forge-Interim may suspend performance, revise the timetable and charge the resulting waiting time and additional costs at the agreed rates.

6. Changes, additional work and dependencies

6.1 Changes to scope, assumptions, timetable, staffing, deliverables or working method shall be recorded in a Written change request or revised Assignment Confirmation.

6.2 Services outside the agreed scope are treated as additional work and performed at the agreed or customary rates. Forge-Interim may perform necessary additional work without a prior price agreement where delay would reasonably be detrimental, provided that the Client is informed as soon as possible.

6.3 Delay or additional work caused by changes in laws or regulations, missing information, Client decisions, work by third parties or other dependencies not attributable to Forge-Interim entitles Forge-Interim to revise the timetable and receive payment for the additional work.

7. Fees, expenses and indexation

7.1 Unless otherwise agreed, services are invoiced on a time-spent basis at the rates stated in the Proposal. All amounts are exclusive of VAT and any other government-imposed taxes or levies.

7.2 Travel time, travel and accommodation expenses, external costs and other Assignment-related expenditure are recharged as stated in the Proposal or, if not stated, at actual cost. Third-party costs may be invoiced in advance.

7.3 Forge-Interim may adjust its rates annually on 1 January in accordance with the Dutch Statistics Netherlands (CBS) price index for business services or, if no appropriate index is available, a comparable objective index. Assignments lasting less than twelve months are not indexed, unless there is a material change in costs or applicable law.

8. Invoicing and payment

8.1 Forge-Interim invoices monthly, unless otherwise agreed. The Client shall pay within thirty (30) days of the invoice date without suspension, discount, deduction or set-off, except to the extent mandatory law provides otherwise.

8.2 Any objection to an invoice must be submitted with reasons within ten (10) working days of the invoice date. An objection does not suspend the payment obligation for the undisputed portion.

8.3 If payment is late, the Client is automatically in default and owes statutory commercial interest. The Client shall also reimburse reasonable extrajudicial and judicial collection costs, subject to a minimum of € 250 to the extent permitted by law.

8.4 Forge-Interim may require advance payment or security and may suspend the services where there is reasonable doubt regarding the Client's ability to pay or creditworthiness.

9. Term, suspension and termination

9.1 The Agreement is entered into for the agreed term or until completion of the Assignment.

9.2 Unless otherwise agreed, either party may terminate an Agreement for an indefinite term In Writing by giving one (1) calendar months' notice. An Agreement for a fixed term may be terminated early only where the Proposal so provides or for compelling reasons making continued performance unreasonable.

9.3 Either party may terminate all or part of the Agreement with immediate effect if the other party materially breaches the Agreement and fails to remedy that breach within a reasonable period after receiving Written notice of default. No remedy period is required where performance is permanently impossible.

9.4 Forge-Interim may immediately suspend or terminate the Agreement in the event of bankruptcy, suspension of payments, liquidation, attachment materially affecting performance, serious payment arrears, an integrity or sanctions risk, or an unsafe or unlawful working situation.

9.5 Upon termination, the Client shall pay for all services performed, commitments entered into, non-cancellable costs and capacity reserved during the applicable notice period. All amounts already due become immediately payable.

9.6 Provisions intended by their nature to survive termination, including those concerning payment, confidentiality, intellectual property, liability and disputes, remain in force after termination.

10. Independent contractor status and tax position

10.1 Forge-Interim performs the services as an independent contractor, for its own account and risk. Nothing in the Agreement is intended to create an employment agreement, temporary-employment relationship, partnership, general partnership, joint venture, agency or authority to represent the other party.

10.2 Forge-Interim is free to work for other clients, subject to reasonable confidentiality, conflict-of-interest and availability arrangements.

10.3 Forge-Interim is responsible for its own taxes, social-security contributions, insurance, permits and other business obligations. The parties shall conduct themselves in practice consistently with the independent nature of their relationship.

10.4 If a competent authority reclassifies the working relationship, the parties shall consult immediately and adjust their future cooperation. Any tax or employment-law classification is determined by applicable law, the relevant facts and actual performance and cannot be guaranteed solely by contract.

11. Confidentiality and publicity

11.1 Each party shall keep the other party's Confidential Information strictly confidential, use it solely for the Agreement and disclose it only to persons who need the information and are bound by equivalent confidentiality obligations.

11.2 Confidential Information does not include information that can be shown to have been public, was lawfully obtained from a third party, was independently developed, or must be disclosed by law or a binding order of a competent authority. In the latter case, the other party shall be informed in advance to the extent permitted.

11.3 The confidentiality obligation applies during the Agreement and for five (5) years thereafter; for trade secrets and personal data, it applies for as long as the information retains its confidential nature.

11.4 Neither party may use the other party's trade name, trademarks, logos or case details for publicity without prior Written consent. Forge-Interim may identify the Client as a reference only with permission.

12. Privacy, information security and data

12.1 The parties shall comply with applicable privacy laws, including the General Data Protection Regulation (GDPR). Each party is independently responsible for its own processing activities, unless Forge-Interim processes personal data solely on the Client's instructions.

12.2 Where Forge-Interim acts as a processor, the parties shall enter into a data processing agreement compliant with Article 28 GDPR before such processing begins. In the event of conflict, that data processing agreement prevails for the relevant processing.

12.3 Forge-Interim shall implement appropriate technical and organisational security measures having regard to the nature of the data, the state of the art, implementation costs and risks. The Client remains responsible for security of its own environment, access management, backups and instructions.

12.4 The parties shall notify one another of relevant security incidents and suspected personal-data breaches without undue delay and provide reasonably required cooperation. Notifications to supervisory authorities or data subjects shall be made by the party legally responsible for doing so.

12.5 The Client obtains no access to personal data, systems or business information belonging to other Forge-Interim clients. Forge-Interim may use anonymised and non-identifiable insights for quality improvement, benchmarking and knowledge development.

13. Intellectual property and rights of use

13.1 All intellectual-property rights in the Materials remain vested in Forge-Interim or its licensors. No rights are transferred unless expressly agreed In Writing.

13.2 Following full payment, the Client receives a non-exclusive, perpetual and non-transferable right to use the final Deliverables for its internal business purposes and for the purpose for which they were supplied.

13.3 The Client may share Deliverables within its corporate group for the same internal purpose, provided that the receiving entities are bound by confidentiality and the Client remains liable for their use.

13.4 Without permission, the Client may not commercially exploit Materials or Deliverables, sell them to third parties, publish them publicly, materially modify them without attribution, use them to develop competing products or services, or submit them in legal proceedings as an expert report, unless that purpose expressly formed part of the Assignment.

13.5 The Client retains ownership of data and materials supplied by it and grants Forge-Interim a right of use to the extent necessary for performance. The Client warrants that such use does not infringe third-party rights.

14. Compliance, integrity and conflicts of interest

14.1 The parties shall comply with applicable laws and regulations concerning anti-bribery, sanctions, anti-money laundering, competition, export controls, human rights and working conditions, to the extent relevant to the Assignment.

14.2 Neither party is required to follow an instruction that, in its reasonable opinion, is unlawful, unsafe, misleading or contrary to professional integrity. Forge-Interim may suspend or refuse such work.

14.3 Forge-Interim shall disclose any known material conflict of interest. The parties shall then determine appropriate mitigating measures. Forge-Interim may work for the Client's competitors, provided that confidentiality and conflicts of interest are adequately managed.

15. Liability

15.1 Forge-Interim is liable only for direct loss that is the immediate result of an attributable breach in the performance of the Agreement, after Forge-Interim has received proper Written notice of default and a reasonable remedy period has expired without remedy, unless performance is permanently impossible.

15.2 Forge-Interim's total liability per event and per contract year is limited to the amount paid under the applicable professional-indemnity or public-liability insurance, plus the applicable excess. If, for any reason, no insurance payment is made, liability is limited to the total fees paid for the relevant Assignment during the six (6) months preceding the event causing the loss, subject to an absolute maximum of € 50,000.

15.3 Forge-Interim is not liable for indirect loss, including consequential loss, loss of profit, lost savings, loss of revenue, loss of or damage to data, reputational damage, business interruption, claims by the Client's customers and the cost of replacement services.

15.4 The limitations do not apply in the event of intent or deliberate recklessness by Forge-Interim's management, or to the extent that limitation is prohibited by law.

15.5 Forge-Interim is not liable for loss caused by inaccurate or incomplete information from the Client, decisions or implementation by the Client, third parties not engaged by Forge-Interim, or use of Deliverables outside the agreed purpose.

15.6 A claim lapses unless it is reported In Writing and with reasons within twelve (12) months after the Client knew or reasonably should have known of the loss and the potentially liable party, and legal proceedings are commenced no later than twenty-four (24) months after the event causing the loss, subject to mandatory law.

16. Indemnities

16.1 The Client shall indemnify Forge-Interim against third-party claims arising from data, materials or instructions supplied by the Client, unsafe conditions within the Client's organisation, or use of Deliverables outside the agreed purpose, except to the extent that the claim results from an attributable breach by Forge-Interim.

16.2 The party relying on an indemnity shall inform the other party without delay, reasonably leave the defence and settlement to the indemnifying party, and provide necessary cooperation. A settlement involving an admission or non-monetary obligations for the indemnified party requires that party's prior consent.

17. Force majeure

17.1 Neither party is liable for delay or failure caused by force majeure. Force majeure includes serious disruption of infrastructure or suppliers, cyber incidents despite appropriate security, epidemics, war, terrorism, government measures, strikes, fire, flooding and the unavailability of essential persons due to sudden serious illness, insofar as these circumstances are beyond the affected party's reasonable control.

17.2 The affected party shall inform the other party as soon as possible, mitigate the consequences and resume performance as soon as reasonably possible. Payment obligations for services already performed remain due.

17.3 If the force-majeure event continues for more than sixty (60) days, either party may terminate the unperformed part of the Agreement In Writing without liability for damages.

18. Personnel and non-solicitation

18.1 During the Assignment and for twelve (12) months thereafter, the Client shall not, without prior Written consent, directly or through a third party employ or engage any person deployed by Forge-Interim.

18.2 In the event of breach, the Client owes an immediately payable fee equal to thirty per cent (30%) of the relevant person's expected gross annual remuneration, without prejudice to Forge-Interim's right to

recover higher demonstrable loss. This article does not apply to a general public recruitment process to which the person responds without being specifically approached.

19. Assignment and subcontracting

19.1 The Client may not assign, pledge or outsource any rights or obligations under the Agreement without Forge-Interim's prior Written consent. Forge-Interim may transfer the Agreement to a group company or successor to its business, provided that continuity is reasonably safeguarded.

19.2 Forge-Interim may engage assistants and subcontractors in accordance with Article 4.4 and may share information with them to the extent necessary, subject to appropriate confidentiality and security.

20. Miscellaneous

20.1 The Agreement, including the documents referred to in Article 2.3, constitutes the entire agreement between the parties concerning the Assignment and supersedes all prior oral and written arrangements relating to it.

20.2 If any provision is void, voidable or unenforceable, the remaining provisions remain in force. The parties shall replace the affected provision with a valid provision that reflects its purpose and economic intent as closely as possible.

20.3 A failure or delay in exercising a right does not constitute a waiver of that right. A waiver is valid only if made In Writing.

20.4 Electronic signatures, scanned signatures and digital acceptance have the same evidential value as an original signature, to the extent permitted by law.

20.5 Forge-Interim may amend these General Terms and Conditions. New terms apply to new Assignments and, after at least thirty (30) days' notice, to continuing Agreements, unless the Client terminates within that period with effect from the amendment date. Minor amendments or amendments required by law may take effect immediately.

20.6 This English-language version is a translation of the Dutch-language version of these General Terms and Conditions. The Dutch-language version is authoritative and shall prevail in the event of any discrepancy, inconsistency or difference in interpretation.

21. Governing law and disputes

21.1 All legal relationships between Forge-Interim and the Client are governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

21.2 The parties shall first attempt to resolve any dispute amicably at management level. If no solution is reached within thirty (30) days, they may jointly agree to mediation.

21.3 All disputes shall be submitted exclusively to the competent court of the District Court of Midden-Nederland, Utrecht location, unless mandatory law requires another court.