



GENERAL TERMS AND CONDITIONS

Valid from 20-02-2024

1 Applicability General Terms and Conditions

1.1 These General Terms and Conditions apply to all services provided by Compliance Champs B.V., a limited liability company established under the laws of the Netherlands ("**Compliance Champs**", "**we**" and "**us**"). These General Terms and Conditions consists of the terms and conditions below and incorporates the Privacy Statement (<https://compliancechamps.com/privacy-statement/>) and any other policies and procedures that we post on our website or otherwise make available to you.

2 Establishment of the Agreement

2.1 The Agreement consists of these General Terms and Conditions in combination with the Proposal. The Agreement is commenced when:

- the Proposal signed by you ("**Client**") and us has been returned to us; or
- when, with your explicit permission, we have started performing the work described in the Agreement.

The term of the Agreement is stated in the Proposal.

3 Responsibilities of the Client

3.1 You must provide us in a timely manner with all data, resources, assistance and documents (including access to records, systems, premises and people) that we need for a correct and timely execution of the Agreement.

3.2 All information provided by you or on your behalf shall be accurate, reliable and complete and will not infringe any copyright or other third-party rights.

3.3 You shall be responsible for determining that the scope of the Agreement is appropriate for your needs.

3.4 You shall be responsible for your personnel's compliance with your obligations under this Agreement.

3.5 You shall assign a qualified person to oversee the assignment.

4 Execution of the Agreement

4.1 Compliance Champs shall provide all assignments to the best of its knowledge and ability and with due professional care, unless explicitly stated otherwise in the Agreement. Compliance Champs disclaims all other warranties, either express or implied.

4.2 Each party will notify the other without undue delay if there is reason to believe that the performance of the assignment will be delayed. Compliance Champs will use reasonable efforts to deliver the assignments etc. in a timely manner and in accordance with what is stated in the Agreement. However, all dates specified are intended for planning and estimating purposes only and are not contractually binding. We reserve the right to extend the term of the Agreement if our work is delayed due to circumstances beyond our control. If we retain the right to an extension of the term, we also reserve the right to compensation for additional costs and damages suffered as a result of the delay. If one of the parties determines the need for a change in the scope of the Agreement, the party will inform the other party without delay.

4.3 We will not assume any management responsibilities in connection with the assignment. We will not be responsible for the use or implementation of the output of the assignment.

4.4 We will not replace employees who are deployed on the assignment by other employees, unless the replacement is caused by factors outside the control of Compliance Champs (e.g. the person is no longer an employee of Compliance Champs or is unavailable for other reasons) or if the replacement is accepted by you. The replacement will have comparable competencies as the employee who has been replaced. We only use additional supporting consultants with your written approval.

5 Using the Internet

5.1 Both parties acknowledge that communicating over the Internet involves risks and that neither party has any control over the operation, reliability, availability or security of internet e-mail. Neither party shall be liable for any damages, costs, prejudice, or inconvenience resulting from loss, delay, interception, corruption, or alteration of internet e-mail from causes beyond the reasonable control of either party.

6 Intellectual property

6.1 We hold all intellectual property rights with regard to intellectual property (models, techniques, instruments) that we have used/developed in the context of the execution of the Agreement, and in respect of which we hold the copyrights or other intellectual property rights or be able to enforce these rights.

6.2 You are explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products, including computer programs, working methods, contracts and model contracts, systems designs, opinions, brands and logos and our other products of the intellect, all in the broadest sense of the word, without Compliance Champs prior written consent. You have the right to reproduce the written documents for internal use, insofar as this is appropriate within the purpose of the agreement. This provision shall apply mutatis mutandis if the Agreement is terminated early.

7 Confidentiality

7.1 Both Compliance Champs and Client shall maintain the confidentiality of confidential information. Except as otherwise permitted by this Agreement, neither Party shall disclose to third parties the contents of this Agreement or any information provided by or on behalf of the

other that should reasonably be treated as confidential and/or proprietary. Compliance Champs and Client may disclose confidential information only to the extent that it:

- I. is or becomes public other than through a breach of this Agreement,
- II. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- III. was known to the recipient at the time of disclosure or is thereafter created independently,
- IV. is disclosed as necessary to enforce the recipient's rights under this Agreement, or
- V. must be disclosed under applicable law.

8 Fee

8.1 The agreed fee (rate) is stated in the Proposal. Costs that are charged separately, such as travel and accommodation costs, are stated in the Proposal. All rates are, unless otherwise stated, exclusive of sales tax.

8.2 In the case of Agreements with a duration of more than six months, we have the right to adjust the rates in the interim. We will inform you of this at least one month in advance.

9 Payment

9.1 Our invoices must be paid within 30 days – without suspension or set-off. If payment is not made after a reminder, we are entitled to charge extrajudicial collection costs to the Client.

9.2 If we believe that Client's financial position and/or payment performance justifies such action, we have the right to demand that Client immediately furnish additional security in a form to be determined by us and/or make an advance payment.

9.3 In the event of non-payment of our invoices, we are entitled to suspend the work until full payment of the outstanding invoices has been made, with the exclusion of any liability for damage that may arise as a result.

9.4 All judicial and extrajudicial (collection) costs that we incur in connection with your failure to comply with your (payment) obligations shall be for your account.

10 Data Protection

10.1 Parties acknowledge that personal data might be processed during the execution of the Agreement. Each party shall comply with applicable data protection laws and regulations when processing personal data.

11 Company names and Trademarks

11.1 Compliance Champs and the Client agree that Compliance Champs may use the name of the Client and the performance of the services in marketing and publicity materials, as an indication of its experience and for internal purposes. Other than that neither party shall use the other's name, trademarks, service marks, logos, trade names and/or branding without prior written consent.

12 Non-solicitation

12.1 The Client is not permitted to employ the employee deployed by Compliance Champs, during the Agreement and for one year after termination of the Agreement, or to hire them through another construction outside Compliance Champs, unless Compliance Champs has given their written approval. This is because Compliance Champs invests significantly in the quality of their employees and temporary employees.

12.2 If the Client decides to employ one or more persons who were involved in executing the Agreement on behalf of Compliance Champs, the Client undertakes to pay to Compliance Champs an amount equal to 25% of the annual base salary of the relevant person in his/her new position. Compliance Champs shall also be entitled to seek injunctive or other equitable relief to terminate ongoing or repetitive violations.

13 Liability

13.1 We will perform our work to the best of our ability and will exercise the due care that may be expected of us. If errors are made because you or a third party provides us with incorrect or incomplete information, we are not liable for the resulting damage.

13.2 We are liable if the error would have been avoided with due care. In this case, we are liable for any (demonstrable) damage up to a maximum of 50% of the fee that you have paid and/or still owe over the previous six month period for the work performed under the Agreement.

13.3 We will not be liable for consequential damages of any kind (including but not limited to lost profits, forfeited fines, loss of goodwill, or a lost business opportunity).

14 Indemnification

14.1 You indemnify us against all claims by any party other than you that may arise as a result of a failure or incorrect fulfillment of any obligation by you under the Agreement, unless you demonstrate that the damage is not related to a culpable act or omission that is attributable to you or caused by our intent or willful recklessness.

15 Early termination

15.1 Each party may terminate the Agreement with immediate effect if:

- i) the other party materially breaches the terms of the Agreement and such breach is not remediated within 30 days after notice is given to the breaching party;
- ii) the other party is declared bankrupt, initiates composition proceedings or otherwise can be assumed to be insolvent; or
- iii) the fulfillment of the Agreement has been delayed in any material way for more than three months due to a force majeure event.

Termination must be in writing to be valid.

15.2 In the event of an early termination you shall pay us for all work-in-progress, services already performed, and expenses incurred by us up to and including the effective date of the termination of the Agreement.

16 Complaints

16.1 Complaints with regard to the work performed must be submitted in writing within 60 days after the dispatch of the documents or information about which you complain or within 60 days after discovery of the defect, error or shortcoming if you demonstrate that you could not reasonably have discovered the defect, error or shortcoming earlier, to have made it known to us. The beforementioned is under pain of forfeiture.

16.2 Complaints shall not suspend your obligation to pay. You will not be entitled, by virtue of a complaint in respect of a certain service, to defer or refuse payment for other services provided by Compliance Champs to which the complaint does not relate.

16.3 If the complaint you submitted was legitimate and timely, Compliance Champs and Client will come to a suitable solution together through proper communication.

17 Force Majeure

17.1 Neither Compliance Champs nor Client shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond our or your reasonable control.

18 Conflicting clauses

18.1 In the event that these General Terms and Conditions and the Proposal contain mutually contradictory terms and conditions, the conditions in the Proposal shall prevail. These General Terms and Conditions can only be deviated from in the written Proposal.

19 Applicable law and dispute settlement

19.1 All Agreements between the Client and Compliance Champs are exclusively governed by Dutch law. Disputes will be settled exclusively by the competent court in Rotterdam.

20 Miscellaneous

20.1 This Agreement and the Proposal constitutes the entire agreement between us as to the assignment, services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto.

20.2 You agree that Compliance Champs may provide services and act for other clients, including your competitors.

20.3 If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

21.4 These General Terms and Conditions have been filed with the Dutch Chamber of Commerce. Compliance Champs B.V. is registered with the Chamber of Commerce in Amsterdam under number 84800844 and has its registered office at Weena 505 (Unit 17.03), 3013 AL Rotterdam.