

General terms and conditions M&I/Partners^{bv}

- 1.1. These conditions apply to all agreements pursuant to which M&I/Partners^{bv} ("M&I") is to perform consultancy and/or management work on behalf of the Client.
- 1.2. Deviations from these terms and conditions shall only apply insofar as they have been expressly agreed by the parties in writing.
2. Agreements as described above are concluded by both parties signing an order confirmation, stating:
 - a. a specification of the work assigned;
 - b. the expected duration of the work;
 - c. a description of the employees to be deployed by M&I to carry out the work;
 - d. the fees;or by the actual performance of the work. If M&I sends an order confirmation to the Client, the content of the order confirmation is deemed to be complete and correct, unless the Client objects to the order confirmation in writing within a period of 7 days.
3. M&I will make every effort to execute the commissioned work with care and without delay. M&I is not liable for any delay in the execution of the agreement. A delay does not give the Client the right to cancel the agreement. In the event of delay, however, the Client has the right to give M&I a written notice demanding performance of the contract within a reasonable time. If this term is exceeded, the Client has the right to consider the agreement terminated.
4. M&I cannot be held liable for the specification and/or the effectiveness of the assigned activities.
5. Within 30 days of the date on which M&I has commenced work, Client has the right to demand that the employee charged with carrying out the work be replaced for compelling reasons.
6. Regardless of whether the expected duration of the work has expired, M&I may only terminate the work after receiving permission from the Client or after terminating this agreement under the provisions of paragraph 12 and 14.
7. M&I will retain the liberty at all times to replace employees it has commissioned to carry out the work by others, on the understanding that it may deploy lower qualified employees only if clearly justified by the nature of the remaining work and that M&I cannot charge for the time required to train any new employees.
8. Client is obliged to continually provide adequate working space and all information and technical resources required by M&I to carry out the work properly. The Client must ensure a safe and healthy working environment for M&I employees, in accordance with the obligations set out in the Working Conditions Act.
9. M&I undertakes to keep secret all information received in the context of the order regarding the company of Client and undertakes to impose the same obligation of confidentiality on its employees.
10. M&I will not process personal data for which the Client may be held responsible. If in exceptional cases the Client instructs M&I to process personal data on Client's behalf, this will not be done without an agreed processor's agreement as referred to in the GDPR. This processing must be carried out exclusively with the appropriate technical resources made available by the Client for this purpose.
11. Client must direct all notices and instructions intended for M&I or its employees concerning the assigned work to the project coordinator designated for this purpose by M&I. Without prior consent of M&I, Client is not permitted to directly instruct employees of M&I, other than to protect the safety of Client or its personnel or property.
12. Client shall owe M&I fees for any work carried out, which fees are calculated on the basis of costs incurred and time spent at agreed rates, plus turnover tax. M&I is permitted to change fees semi-annually as part of an overall rate change, provided that new fees are notified to Client at least one month before they take effect.
13. If parties have included in the contract that the contract may be terminated prematurely, a period of 30 days starting from the date of receipt of the written notice to this effect must be observed to enable M&I to carry out the necessary activities to complete its work at the Client's premises.
- 14.1. Invoices from M&I will be sent monthly and must be paid within 14 days of the invoice date. If any term of payment is exceeded, Client shall be in default without any notice of default being required, and from that moment Client shall owe interest of 1.5% per month or part thereof on the amount due, even if postponement of payment is agreed upon.
- 14.2. M&I has the right at any time to demand full advance payment for work to be done, or any other security for payment of the work, before starting or continuing the execution of the agreement.
- 14.3. If the Client remains in default of any payment obligation under the agreement, the Client shall also be liable to pay full compensation for judicial and extrajudicial collection costs, the amount of which is set at a minimum of 15% of the total amount.
15. Besides by completion of the commissioned work, the agreement will end with immediate effect if one of the parties is declared bankrupt or has applied for a suspension of payments, and also if one of the parties is guilty of violating any provision of this agreement and has not remedied this violation within 14 days of a demand to that effect.
16. M&I can not be held liable for damages suffered by Client as a result of its consultancy and/or management activities, except to the extent that the damages are the direct result of malice or gross negligence by M&I or its employees. In case of any wrongful act by M&I, or its employees, for which M&I can be held liable at law, M&I will only be liable for compensation of damages if caused by intent or gross negligence.
17. Unless otherwise agreed in writing, M&I's total liability shall never exceed the lower of the following two amounts: € 100.000,- (one hundred thousand euros) or the amount charged by M&I to the Client over the six calendar months immediately preceding the damaging event, or any shorter period the contract may have lasted.
18. As long as any assignment is in progress, as well as during three months after completion or termination of any assignment, the parties shall be prohibited from entering into any employment or other collaboration agreement with a person who was employed by the other party less than three months previously.