

GENERAL TERMS AND CONDITIONS

Winter Finance and Quality (WFQ) provides financial management advice, financial interim management and services with regard to quality management and organizational development to church organizations and NGOs. The following general terms and conditions apply to this work (filed with the Chamber of Commerce in The Hague under number 85913723).

GENERAL TERMS AND CONDITIONS OF

Winter Finance and Quality (WFQ), with its registered office and principal place of business at Fijnjekade 276, 2521 DV The Hague, hereinafter referred to as: contractor.

Article 1. Definitions and general

- 1.1 In these general terms and conditions, the following definitions apply:
Contractor: the user of the general terms and conditions;
Client: the contractor's counterparty.
- 1.2 If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the interpretation must be made 'in the spirit' of these provisions.

Article 2. Applicability of these terms and conditions

- 2.1 These general terms and conditions apply to every offer and every agreement between the contractor and a client to which the contractor has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
- 2.2 The present general terms and conditions also apply to all agreements with the contractor, in the execution of which third parties must be involved.

Article 3. Quotations

- 3.1 All offers from the contractor are valid for 30 days, unless a different term for acceptance is stated in the quotation.
- 3.2 The prices in the quotes mentioned are exclusive of VAT, unless indicated otherwise.

Article 4. Execution of the agreement

- 4.1 The contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, taking into account the scientific insights existing at that time.
- 4.2 If and insofar as this is required for the proper execution of the agreement, the contractor has the right to have certain activities performed by third parties.
- 4.3 If circumstances give rise to this (e.g. illness), the contractor reserves the right to have the agreed work performed by a third party.
- 4.4 The agreed work is performed by the contractor at its own discretion. The contractor has the right to determine and schedule the time and duration of the work at its own discretion.
- 4.5 During the course of the agreement, the contractor and the client will regularly, but at least once every two weeks, consult with each other about the state of affairs, progress and all other matters relating to the assignment, except for special circumstances, such as holidays.
- 4.6 At the end of the agreement, an evaluation will take place by the client and the contractor.
- 4.7 The client shall ensure that all data and materials, which the contractor indicates are necessary or which the client should reasonably understand to be necessary for the execution of the agreement, are provided to the contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the contractor in time, the contractor has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates.
- 4.8 The contractor is not liable for damage, of whatever nature, caused by the contractor relying on incorrect and/or incomplete information provided by the client, unless the contractor should have been aware of this inaccuracy or incompleteness.
- 4.9 If it has been agreed that the agreement will be executed in phases, the contractor may suspend the execution of those parts belonging to a following phase until the client has approved the results of the preceding phase in writing.
- 4.10 The client authorizes the contractor to act on its behalf, insofar as this logically fits in with the assignment, as described in the quotation.
- 4.11 Without prejudice to what is stated above in paragraph 4.10, all assignments are given to third parties on behalf of the client. All related and ensuing costs are for the account and responsibility of the client. The client indemnifies the contractor against the judicial and extrajudicial consequences of the work to be performed in connection with the assignment.

Article 5. Contract duration; execution time

- 5.1 The agreement is entered into for a definite period of time, unless the parties expressly agree otherwise in writing.
- 5.2 If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the execution term is exceeded, the client must therefore give the contractor written notice of default.

Article 6. Amendment of the agreement

- 6.1 If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 6.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The contractor will inform the client of this as soon as possible.
- 6.3 If the change or addition to the agreement has financial and/or qualitative consequences, the contractor will inform the client about this in advance.
- 6.4 If a fixed fee has been agreed, the contractor will indicate to what extent the amendment or supplement to the agreement will result in a change in this fee.
- 6.5 Contrary to paragraph 6.3, the contractor will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the contractor.

Article 7. Confidentiality

Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

Article 8. Intellectual property

- 8.1 Without prejudice to the provisions of Article 7 of these terms and conditions, the contractor reserves the rights and powers it is entitled to under the Copyright Act.
- 8.2 All documents provided by the contractor, such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced, published or used by him without the prior permission of the contractor. brought to the knowledge of third parties.

Article 9. Termination

Both parties can terminate the agreement at any time by registered letter. In that case, the parties must observe a notice period of at least one (1) calendar month.

Article 10. Dissolution of the agreement

- 10.1 The contractor's claims against the client are immediately due and payable in the following cases:
- 1) circumstances that have come to the attention of the contractor after the agreement has been concluded give the contractor good grounds to fear that the client will not fulfill its obligations;
 - 2) if, at the time of concluding the agreement, the contractor has asked the client to provide security for compliance and this security is not forthcoming or is insufficient.
- In the cases mentioned, the contractor is authorized to suspend the further execution of the agreement or to dissolve the agreement, without prejudice to the contractor's right to claim compensation.
- 10.2 The agreement ends automatically with immediate effect:
- 1) at the end of the agreed duration of the assignment;
 - 2) due to the death of the contractor;
 - 3) by mutual consent;
 - 4) by a declaration of bankruptcy or suspension of payment of the client;
 - 5) by dissolution of the agreement as referred to under Article 14 Non-compliance.

Article 11. Defects; complaint terms

- 11.1 Complaints about the work performed must be reported to the contractor in writing by the client within 8 days after discovery, but no later than 14 days after completion of the work in question.
- 11.2 If a complaint is justified, the contractor will still perform the work as agreed, unless this has become demonstrably pointless for the client in the meantime. The latter must be made known in writing by the client.
- 11.3 If the performance of the agreed services is no longer possible or useful, the contractor will only be liable within the limits of Article 16.

Article 12. Fee

- 12.1 Paragraphs 12.2, 12.5 and 12.6 of this article apply to offers and agreements in which a fixed fee is offered or has been agreed. If no fixed fee is agreed, paragraphs 12.3 to 12.6 of this article apply.
- 12.2 The parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.
- 12.3 If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated in accordance with the contractor's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed. Keeping track of the time spent is the contractor's responsibility.
- 12.4 Any cost estimates are exclusive of VAT.
- 12.5 For assignments with a duration of more than one month, the costs owed will be charged monthly.
- 12.6 If the contractor agrees a fixed fee or hourly rate with the client, the contractor is nevertheless entitled to increase this fee or rate. The contractor may pass on price increases if the contractor can demonstrate that significant price changes have occurred between the time of offer and delivery with regard to wages, for example.

Article 13. Payment

- 13.1 Payment must be made within 14 days of the invoice date, in a manner to be indicated by the contractor in the currency in which the invoice is made.
- 13.2 After the expiry of 14 days after the invoice date, the client is in default; from the moment of default, the client owes interest of 1% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest applies.
- 13.3 In the event of liquidation, bankruptcy or suspension of payment of the client, the contractor's claims and the client's obligations towards the contractor will be immediately due and payable.
- 13.4 Payments made by the client always serve in the first place to settle all interest and costs owed, and in the second place for payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

Article 14. Non-compliance

- 14.1 If the contractor does not fulfill its obligations under this agreement, the client is entitled not to pay the (remainder of the) fee or not to pay it in full, as well as to dissolve the agreement.
- 14.2 In the event that the client fails to fulfill its obligations under this agreement, the contractor is entitled to dissolve the agreement, without losing its entitlement to the agreed fee and without prejudice to the contractor's right to full compensation.

Article 15. Collection costs

If the client is in default or fails to fulfill one or more of its obligations, then all reasonable costs incurred in obtaining payment out of court will be borne by the client.

In any case, with regard to these collection costs the client owes 5% of the outstanding amount. If the contractor demonstrates that it has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

Article 16. Liability

- 16.1 The contractor is only liable towards the client for shortcomings in the execution of the assignment, insofar as these are the result of gross negligence or intent on the part of the contractor.
- 16.2 If and to the extent that any liability rests on the contractor, for whatever reason, this liability is at all times limited to the amount of the invoices, on the understanding that in the case of assignments with a duration longer than six months, the liability remains limited up to the invoice amount that is owed over the last six months before termination of the assignment.
- 16.3 The client undertakes to indemnify the contractor against all liability and any claim, made in or out of court, arising from or related to the performance of work by the contractor, with the exception of gross negligence or intent on the part of the contractor.

Article 17. Force majeure

- 17.1 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which the contractor has no influence, but as a result of which the contractor is unable to fulfill its obligations. This includes illness of the contractor.
- 17.2 The contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the contractor should have fulfilled its obligation.

- 17.3 During force majeure, the obligations of the contractor are suspended. If the period in which fulfillment of the obligations by the contractor is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being any obligation to pay compensation in that case.
- 17.4 If upon commencement of the force majeure the contractor has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to separately invoice the part already performed or executable and the client is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already performed or executable has no independent value.

Article 18. Dispute Resolution

The court in the place of residence of the contractor has exclusive jurisdiction to hear disputes. Nevertheless, the contractor has the right to summon the other party before the competent court according to the law.

Article 19. Applicable law

Dutch law applies to every agreement between the contractor and the client.

Article 20. Amendment and location of the terms and conditions

These general terms and conditions have been filed at the office of the Chamber of Commerce in The Hague under number 85913723. The version that applied at the time of the conclusion of the present agreement is always applicable, unless the parties expressly agree to apply the most recently registered version.

The Hague, 4 April 2022