GENERAL PURCHASING TERMS AND CONDITIONS INTERIM MANAGEMENT &DEBLAUW

1 October 2026

CLAUSE 1. DEFINITIONS

1. In these General Purchasing Terms and Conditions Interim Management, the following definitions shall apply:
   a. &deBlauw: the legal entity acting as principal, as specified in the Assignment.
   b. Contractor: any natural person or legal entity that undertakes towards &deBlauw to perform the agreed work itself or to have it performed by an Interim Professional.
   c. Interim Professional: the natural person who performs the agreed work at the Client by or on behalf of the Contractor. Where the Contractor is a natural person who performs the work personally, the Contractor shall also be the Interim Professional. This term corresponds to the Interim Professional within the meaning of the General Terms and Conditions &deBlauw.
   d. Client: the natural person or legal entity within whose organisation the Interim Professional performs the agreed work. This term corresponds to the Client within the meaning of the General Terms and Conditions &deBlauw.
   e. Parties: &deBlauw and the Contractor together.
   f. Assignment: the contract for services (overeenkomst van opdracht) between &deBlauw and the Contractor, consisting of the engagement confirmation or other Written record, these General Purchasing Terms and Conditions Interim Management and any appendices and supplementary arrangements agreed In Writing.
   g. Affiliated Entity: in relation to a natural person or legal entity, any group company within the meaning of Section 2:24b of the Dutch Civil Code and any other legal entity or entity that directly or indirectly controls, is controlled by or is under common control with that person.
   h. In Writing: by letter, by e-mail or via any other electronic means of communication that produces a durable record.
   i. Business Day: Monday to Friday, excluding Dutch public holidays.
   j. Rate: the rate agreed between &deBlauw and the Contractor and payable to the Contractor for the work performed by the Interim Professional under the Assignment, exclusive of VAT and of costs agreed separately In Writing.

CLAUSE 2. APPLICABILITY

1. These General Purchasing Terms and Conditions Interim Management shall apply to all requests, offers and Assignments relating to the provision of services by the Contractor to &deBlauw.
2. The Contractor may only rely on provisions deviating from these General Purchasing Terms and Conditions Interim Management if and to the extent that &deBlauw has accepted them In Writing. Any such deviations shall apply solely to the case concerned and shall confer no rights in respect of legal relationships entered into subsequently.
3. A Contractor with whom &deBlauw has previously contracted on the basis of these General Purchasing Terms and Conditions Interim Management agrees to their applicability to extensions and continuations of the Assignment, unless the Parties agree otherwise In Writing.
4. The applicability of any general terms and conditions of the Contractor is hereby expressly rejected.
5. In the event of any conflict, the following order of precedence shall apply: (i) supplementary arrangements agreed In Writing by the Parties after the Assignment has been entered into; (ii) the engagement confirmation; (iii) these General Purchasing Terms and Conditions Interim Management; (iv) other appendices.
6. If and to the extent that one or more provisions are void or annulled, or reliance on them would be unacceptable according to standards of reasonableness and fairness, the remaining provisions shall remain in full force and effect. The relevant provision shall then be replaced by a permissible provision that reflects the purpose and intent of the original provision as closely as possible.

CLAUSE 3. FORMATION AND PERFORMANCE OF THE ASSIGNMENT

1. An Assignment is formed as soon as:
   a. &deBlauw confirms the Assignment In Writing;
   b. the Parties sign the Assignment; or
   c. the Contractor or the Interim Professional commences performance of the work at the request or with the consent of &deBlauw.

2. The Parties expressly do not intend to enter into an employment contract. The Contractor and the Interim Professional shall perform the Assignment in the independent exercise of a profession or business and with due regard to Clause 4.
3. If the Contractor is not the same natural person as the Interim Professional, the Contractor shall, before the work commences, impose In Writing the obligations under the Assignment and under Clauses 4, 5, 7.8, 8, 9, 10, 11, 12 and 13 on the Interim Professional and on any third parties engaged by the Contractor.
4. The Contractor shall be fully responsible for the timely and proper performance by the Interim Professional and any third parties engaged of the obligations referred to in paragraph 3, as if they were the Contractor's own obligations.
5. Upon first request, the Contractor shall provide &deBlauw with evidence of the contractual arrangements referred to in paragraph 3. If the Contractor fails to do so in time, &deBlauw shall be entitled to suspend performance of the Assignment or to terminate the Assignment with immediate effect, without any liability for damages or compensation.

CLAUSE 4. OBLIGATIONS, INDEPENDENCE AND LIABILITY

1. The Contractor shall perform the Assignment to the best of its knowledge and ability and with the care that may be expected of a reasonably acting and reasonably competent independent professional.
2. The Contractor warrants that the Interim Professional has, and will continue to have throughout the Assignment, the knowledge, experience, skills, permits, registrations and qualifications required for the performance of the Assignment.
3. A change in the work, the intended result, the planning or other circumstances shall only result in an adjustment of the Rate if &deBlauw has consented thereto In Writing in advance. Without such consent, the Contractor shall not be entitled to an increase in the Rate or to any additional remuneration.
4. The Parties intend that the Contractor and the Interim Professional shall perform the Assignment independently and for their own account and risk, and that no employment contract shall arise between the Contractor or the Interim Professional, on the one hand, and &deBlauw or the Client, on the other.
5. The Contractor shall organise the actual performance in accordance with the principle set out in paragraph 4 and with applicable laws and regulations. &deBlauw and the Client may only give directions and instructions regarding the result of the Assignment. The Contractor shall ensure that the Interim Professional complies with the Client's house rules concerning safety, access to the organisation and information security. The Contractor and the Interim Professional shall independently determine the manner in which the work is performed and, within the availability agreed for the Assignment and subject to necessary organisational coordination, the scheduling of the work.
6. The Contractor shall notify &deBlauw without delay if the actual performance deviates or threatens to deviate from the agreed independent performance. Upon first request, the Contractor shall cooperate with an assessment of the working relationship and with reasonable adjustments required to bring the performance into line with the Assignment and applicable laws and regulations.
7. If the Contractor fails to perform, &deBlauw shall serve Written notice of default on the Contractor and allow a reasonable period for remedy, unless performance is permanently impossible, a strict deadline has been exceeded, or it follows from the law, the Assignment or the nature of the failure that notice of default is not required.
8. The Contractor shall be liable for all direct loss and costs of &deBlauw arising from an attributable failure, tort or act or omission of the Contractor, the Interim Professional or third parties engaged by them. This liability shall be limited to EUR 500,000 per occurrence. Related occurrences shall be treated as a single occurrence.
9. The limitation in paragraph 8 shall not apply in the event of wilful misconduct, deliberate recklessness or fraud, nor to:
   a. claims by the Client or third parties;
   b. tax, employment law or social security claims;
   c. breaches of confidentiality, privacy or information security;
   d. infringements of intellectual property rights;
   e. breach of Clause 5.2 or 5.6; or
   f. loss covered by an insurance policy of the Contractor.
10. The Contractor shall indemnify &deBlauw and its Affiliated Entities against claims by the Client and third parties arising from any act or omission of the Contractor, the Interim Professional or third parties engaged by them. The indemnity shall include loss, additional tax assessments, interest, penalties and reasonable costs of investigation and defence.
11. The Contractor shall maintain adequate business and professional liability insurance throughout the Assignment with cover of at least EUR 500,000 per occurrence, and shall provide a policy schedule and evidence of premium payment upon first request.

12. The liability of &deBlauw shall be limited to the amount paid out under its liability insurance in respect of the relevant claim, plus the applicable excess, provided that the total liability of &deBlauw per Assignment shall in all circumstances be limited to EUR 100,000. If, for any reason, no payment is made under the insurance, liability shall additionally be limited to the total amount paid or undisputedly payable to the Contractor on the basis of the Rate for the relevant Assignment, exclusive of VAT.
13. Any liability of &deBlauw for indirect loss is excluded, including consequential loss, loss of profit, lost turnover, loss of savings, loss of assignments and reputational damage.
14. Any legal claim of the Contractor against &deBlauw shall lapse no later than one year after the Contractor became aware or ought reasonably to have become aware of the loss and of the party liable for it.
15. The limitations of &deBlauw's liability shall not apply in the event of wilful misconduct or deliberate recklessness on the part of &deBlauw itself or its managerial staff.
16. The Contractor shall be liable towards the Client for loss suffered by the Client as a result of an attributable failure or tort of the Contractor or the Interim Professional in the performance of the work, up to an amount of EUR 500,000 per occurrence, save in the event of wilful misconduct or deliberate recklessness. The Client may rely directly on this paragraph; this third-party stipulation within the meaning of Section 6:253 of the Dutch Civil Code is irrevocable.

CLAUSE 5. DIRECT CONTRACTING AND CIRCUMVENTION

1. If the Client or an Affiliated Entity of the Client offers the Contractor or the Interim Professional a direct or indirect employment or other contractual relationship during the term of the Assignment or within 18 months after its termination, the Contractor shall notify &deBlauw thereof without delay and in any event within 2 Business Days.
2. During the term of the Assignment, the Contractor and the Interim Professional shall not, without the prior Written consent of &deBlauw, enter into a contractual relationship, directly or indirectly, with the Client or an Affiliated Entity of the Client other than through &deBlauw.
3. Following termination of the Assignment, the Contractor and the Interim Professional shall be free to enter into a direct or indirect employment or other contractual relationship with the Client or an Affiliated Entity of the Client. The Contractor shall remain obliged to notify &deBlauw in accordance with paragraph 1 and shall provide such cooperation as is reasonably necessary for the proper termination and settlement of the Assignment.
4. Direct or indirect contracting shall also include:
   a. contracting through an Affiliated Entity, personal service company, third party, intermediary or other arrangement;
   b. performing work on the basis of an employment contract, contract for services, management agreement, contract for work, cooperation agreement or other legal relationship;
   c. a change of role, assignment, work, legal form or contracting party; and
   d. having the work performed by a person affiliated with the Contractor or the Interim Professional.
5. The Contractor and the Interim Professional shall not owe &deBlauw any fee solely by reason of entering into a contractual relationship as referred to in paragraph 3. Any transfer fee agreed between &deBlauw and the Client shall not be borne by the Contractor or the Interim Professional.
6. The Contractor and the Interim Professional shall not actively contribute to any deception, collusion, use of confidential information or any other unlawful arrangement aimed at concealing or circumventing the involvement of &deBlauw or a transfer fee owed by the Client to &deBlauw.
7. If the Contractor or the Interim Professional acts in breach of paragraph 2 or 6, the Contractor shall be liable for the demonstrable loss suffered by &deBlauw as a result, without prejudice to Clause 12.
8. Should the engagement of the Interim Professional, contrary to the intention of the Parties, be classified as the provision of workers within the meaning of the Dutch Placement of Personnel by Intermediaries Act (Waadi), this Clause shall not prevent a direct working relationship from being entered into following the end of the engagement.

CLAUSE 6. RATE AND COSTS

1. For the work performed by the Interim Professional under the Assignment, &deBlauw shall owe the Contractor the Rate agreed in the Assignment.
2. The Rate is exclusive of VAT, unless agreed otherwise In Writing.
3. Travel and subsistence expenses, other costs, supplements and allowances are included in the Rate, unless the Parties agree otherwise In Writing in advance.

4. The Contractor shall only be entitled to payment for the hours or days actually worked by the Interim Professional and approved in accordance with Clause 7.
5. The Contractor shall not be entitled to payment or any other remuneration for periods during which the Interim Professional, for whatever reason, does not perform work for the Client.
6. The Rate comprises all remuneration to which the Contractor is entitled in connection with the performance of the Assignment, unless the Parties agree otherwise In Writing in advance.

CLAUSE 7. TIME RECORDING, SELF-BILLING AND PAYMENT

1. The Contractor shall enter the hours or days worked by the Interim Professional and any costs approved in advance by &deBlauw via &deBlauw's online platform each month, within 5 calendar days after the last day of the calendar month in which the work was performed.
2. The hours or days and costs entered via the online platform shall be checked by &deBlauw and used for invoicing the Client. The Contractor warrants the accuracy and completeness of the data entered.
3. &deBlauw shall submit the timesheet or statement of work entered to the Client for approval. A timesheet or statement of work shall be deemed approved as soon as the Client has approved it or is deemed to have approved it under the terms applicable between &deBlauw and the Client.
4. Following approval of the timesheet or statement of work, &deBlauw shall draw up the Contractor's invoice to &deBlauw in the name and on behalf of the Contractor on a self-billing basis. The invoice shall be drawn up on the basis of the approved hours or days, the agreed Rate and the approved costs. The Contractor shall not itself invoice for the same work and costs.
5. The self-billing invoice drawn up by &deBlauw shall comply with Article 35a of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968) and shall contain, in addition to the particulars prescribed therein (including a sequential invoice number, the invoice date, the VAT identification numbers of both parties and the VAT rate and amount or the ground for exemption or reverse charge), at least:
   a. the days on which the work was performed by the Interim Professional;
   b. a breakdown of the hours or days worked by the Interim Professional and the agreed Rate;
   c. a clear description of the work and the name of the Interim Professional;
   d. &deBlauw's project number, if available;
   e. where applicable, the Contractor's G account number (G-rekening); and
   f. the statement “factuur uitgereikt door afnemer” (invoice issued by the customer).
6. The Contractor shall receive a copy of the self-billing invoice for its own records. The Contractor may object to its content In Writing, stating reasons, within 7 days of receipt. If the Contractor does not object within that period, the self-billing invoice shall be deemed accepted.
7. &deBlauw shall pay the self-billing invoice within 30 days of the invoice date.
8. The Contractor and the Interim Professional shall not, without the prior Written consent of &deBlauw, stipulate or receive from the Client or an Affiliated Entity of the Client any remuneration, payment, benefit or allowance other than the agreed Rate.
9. If &deBlauw fails to pay an amount due within the period referred to in paragraph 7, &deBlauw shall be in default by operation of law without any notice of default being required. &deBlauw shall owe only statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code on the outstanding amount.
10. &deBlauw shall be entitled to set off any amount owed to it by the Contractor against any amount it owes to the Contractor. The Contractor shall not be entitled to suspend its obligations or to set off amounts it owes to &deBlauw against claims on &deBlauw.
11. &deBlauw shall be entitled to suspend payment of a self-billing invoice in whole or in part to the extent that the Client disputes the relevant work, hours, days or costs on reasoned grounds or fails to pay the related invoice on account of a circumstance attributable to the Contractor or the Interim Professional. Such suspension shall not constitute default on the part of &deBlauw.
12. By way of derogation from paragraphs 7 and 9, the risk of the Client failing to pay, in whole or in part, &deBlauw's invoice relating to work performed or approved costs incurred by the Interim Professional shall be borne by the Contractor if:
    a. the Client is declared bankrupt;
    b. the Client is granted a suspension of payments;

c. &deBlauw's claim is reduced as a result of a composition confirmed by the court under the Dutch Act on Court Confirmation of Extrajudicial Restructuring Plans (Wet homologatie onderhands akkoord);
d. the Client is dissolved or ceases trading; or
e. the claim, after reasonable collection measures, must reasonably be regarded as wholly or partly irrecoverable.

13. In these cases, &deBlauw's payment obligation in respect of the corresponding amount shall be subject to the condition precedent that, and to the extent that, &deBlauw receives payment from the Client, the bankrupt estate, an insurer or another third party. For as long as it has not been established what amount will be received, &deBlauw shall be entitled to suspend payment without being in default. To the extent that no payment is received, &deBlauw shall not owe the corresponding amount to the Contractor.
14. &deBlauw shall notify the Contractor In Writing as soon as possible if it invokes paragraph 12. To the extent that &deBlauw subsequently receives payment relating to the work or costs concerned, it shall pay the Contractor, within 10 Business Days, the same percentage of the relevant self-billing invoice as the percentage that &deBlauw has received on the corresponding invoice to the Client. Reasonable external collection costs shall be deducted therefrom pro rata, to the extent that they are not reimbursed by the Client, the bankrupt estate or a third party. &deBlauw shall determine which collection measures are reasonably appropriate and shall not be obliged to bring legal proceedings or to advance costs.
15. Paragraph 12 shall not apply to the extent that the non-payment results from a failure attributable to &deBlauw or if &deBlauw waives the corresponding claim without reasonable commercial grounds.

CLAUSE 8. TAXES, CONTRIBUTIONS AND STATUTORY OBLIGATIONS

1. The Contractor warrants to &deBlauw the timely and full compliance with all tax, employment law and social security obligations relating to the Assignment, the Contractor, the Interim Professional and any third parties engaged.
2. The Contractor shall indemnify &deBlauw and its Affiliated Entities against all claims, additional assessments, interest, penalties and costs of the Dutch Tax and Customs Administration (Belastingdienst), the Employee Insurance Agency (UWV), regulatory authorities and other third parties relating to the obligations referred to in paragraph 1, to the extent permitted by law.
3. If the Contractor deploys staff or other workers and holds or is required to hold a G account (G-rekening), &deBlauw shall be entitled to pay up to 40% of the invoice amount exclusive of VAT, plus the VAT stated on the invoice, into the G account.
4. If the Contractor does not hold a G account and &deBlauw is reasonably exposed to a risk of chain or hirer's liability, &deBlauw shall be entitled to pay the relevant portion directly to the Dutch Tax and Customs Administration, to the extent that this is legally and practically possible.
5. Payment into a G account or directly to the Dutch Tax and Customs Administration shall constitute a full discharge of &deBlauw's payment obligation towards the Contractor in respect of the relevant amount.
6. Upon first request, the Contractor shall provide a current statement of payment history (verklaring betalingsgedrag) and, if &deBlauw has reasonable grounds to doubt correct or timely payment, a statement from a chartered accountant (registeraccountant or accountant-administratieconsulent). The costs thereof shall be borne by the Contractor.
7. &deBlauw shall be entitled to suspend payments and to terminate the Assignment with immediate effect if the Contractor:
   a. fails to provide the requested statements or information in time;
   b. is in arrears with tax or social security obligations; or
   c. otherwise causes a material tax or liability risk for &deBlauw.
8. The Contractor shall provide, and shall ensure that the Interim Professional provides, all information and documents that &deBlauw reasonably requires under applicable laws and regulations for identification, verification and compliance with statutory obligations. Copies of identity documents and the citizen service number (BSN) shall only be provided and processed to the extent that there is a legal basis for doing so.
9. The Contractor warrants that, to the extent applicable to it, it complies in a timely and complete manner with the Waadi, the Dutch Act on the Admission of Labour Providers (Wet toelating terbeschikkingstelling van arbeidskrachten) and other applicable laws and regulations, including any registration, notification, admission and information obligations.
10. Upon first request, the Contractor shall provide all information and supporting documents required to establish compliance with paragraph 9. &deBlauw shall be entitled to suspend or terminate the Assignment with immediate effect if the Contractor fails or ceases to comply with these obligations.

11. Upon first request by &deBlauw, the Contractor shall provide a certificate of conduct (Verklaring Omtrent het Gedrag, VOG) of the Interim Professional not older than three months, as well as such other information as the Client or a regulatory authority may reasonably require in connection with the screening or vetting of the Interim Professional. The costs thereof shall be borne by the Contractor.

CLAUSE 9. DURATION AND TERMINATION

1. An Assignment shall be entered into for the fixed term stated in the Assignment. Continuation after the agreed end date shall not give rise to an Assignment of indefinite duration; paragraph 6 shall apply in that event.
2. &deBlauw shall be entitled to suspend or terminate the Assignment in whole or in part with immediate effect if:
   a. the Contractor or the Interim Professional commits an attributable failure and, to the extent that remedy is possible, fails to remedy it within a reasonable period set In Writing;
   b. the Contractor is declared bankrupt, applies for or is granted a suspension of payments, is wound up or ceases trading, or the Interim Professional dies or becomes permanently unable to perform the work;
   c. a prejudgment or enforcement attachment is levied on a material part of the Contractor's assets and is not lifted without delay;
   d. the Contractor or the Interim Professional acts in breach of laws and regulations, the Assignment or lawful and reasonable rules of the Client relating to safety, access to the organisation, information security or necessary organisational coordination that are compatible with Clause 4.5;
   e. the Contractor does not or no longer holds the required permits, registrations, insurance or admissions;
   f. the agreement between &deBlauw and the Client relating to the work to which the Assignment relates ends or is suspended;
   g. the Client requires the Interim Professional to cease the work;
   h. the contractual relationship between the Contractor and the Interim Professional ends or the Interim Professional is no longer made available; or
   i. &deBlauw cannot reasonably be required to continue the Assignment.
3. The Contractor shall only be entitled to terminate the Assignment with immediate effect if &deBlauw is declared bankrupt or commits an attributable failure and fails to remedy that failure within 14 days of proper Written notice of default.
4. In the event of termination pursuant to paragraph 2, &deBlauw shall only owe payment for the work actually performed up to the termination date and approved in accordance with Clause 7. Any further liability of &deBlauw for damages or compensation is excluded.
5. Section 7:411 of the Dutch Civil Code is excluded to the extent permitted by law.
6. Any extension of the Assignment shall apply only for the extension period agreed In Writing and shall terminate by operation of law on the end date agreed for that period. If the work is continued after the agreed end date with the consent of &deBlauw without the Parties having agreed a new end date In Writing, the Assignment shall be deemed to have been extended on the same terms for a fixed term of one calendar month at a time. Either Party may terminate any such tacit extension by Written notice with effect from the end of a calendar month, subject to a notice period of one month. This right of termination applies solely to a tacit extension as referred to in this paragraph; paragraph 7 shall apply in full to any term or extension agreed In Writing. Paragraph 2 shall continue to apply in full. Paragraphs 4 and 5 shall apply mutatis mutandis to any termination by &deBlauw.
7. A fixed-term Assignment may not be terminated or ended early by the Contractor, save as provided in paragraph 3.
8. If the Contractor, in breach of paragraph 7, terminates the Assignment, ceases performance in practice or no longer makes the Interim Professional available, the Contractor shall owe &deBlauw:
   a. a termination fee equal to 30% of the amount that the Contractor would have received on the basis of the Rate had the Assignment continued unchanged for the remainder of the agreed term, calculated on the basis of the agreed level of engagement or, if no fixed level of engagement has been agreed, the actual average level of engagement during the preceding three months or, if the Assignment has been in force for a shorter period, during its actual term. If the Assignment is terminated before the work commences or no actual engagement has yet taken place, the calculation shall be based on the expected level of engagement stated in the Assignment or, failing that, on the level of engagement that could reasonably be expected having regard to the nature and scope of the Assignment;
   b. all amounts which &deBlauw owes or becomes liable to pay to the Client or third parties as a result; and
   c. &deBlauw's other reasonable costs and direct loss, to the extent not already included under a or b.

9. Termination shall be without prejudice to all payment obligations already accrued and to provisions which by their nature are intended to survive termination, including Clauses 4, 5, 8, 11, 12 and 13.

CLAUSE 10. UNAVAILABILITY AND REPLACEMENT

1. If the Interim Professional is or is likely to become unable to perform the Assignment due to illness, accident or any other circumstance, the Contractor shall notify &deBlauw without delay.
2. The Contractor shall use its best endeavours to propose an equivalent replacement Interim Professional within 5 Business Days after notification of the unavailability. The replacement shall be subject to the prior approval of &deBlauw and the Client. Following such approval, the Contractor shall make the replacement available without delay or within a period accepted by &deBlauw.
3. Replacement shall not result in an increase in the Rate or other costs for &deBlauw, unless &deBlauw consents thereto In Writing in advance.
4. If the Interim Professional is unavailable and the Contractor fails to propose an equivalent replacement Interim Professional within the period referred to in paragraph 2, or fails to make a replacement accepted by &deBlauw and the Client available without delay after acceptance or within a period accepted by &deBlauw, &deBlauw shall be entitled to terminate the Assignment in whole or in part with immediate effect. Clauses 9.4 and 9.5 shall apply mutatis mutandis.
5. If the contractual relationship between the Contractor and the Interim Professional ends or the Interim Professional can otherwise no longer be made available, the Contractor shall notify &deBlauw without delay. Clause 9.2(h) and, where applicable, Clause 9.8 shall apply mutatis mutandis.

CLAUSE 11. CONFIDENTIALITY, PERSONAL DATA AND INTELLECTUAL PROPERTY

1. The Contractor and the Interim Professional shall keep all confidential information of &deBlauw, the Client and their Affiliated Entities strictly confidential and shall use it solely for the performance of the Assignment.
2. Confidential information shall only be disclosed to persons who require it for the performance of the Assignment and who are bound by confidentiality obligations that are at least equivalent.
3. Upon first request by &deBlauw and upon termination of the Assignment, the Contractor shall return or destroy all confidential information and data, save to the extent that retention is required by law.
4. The Contractor and the Interim Professional shall comply with applicable privacy and information security legislation and with the reasonable security rules of &deBlauw and the Client.
5. Any actual or suspected breach involving personal data, confidential information or information systems shall be reported to &deBlauw without delay and, where possible, within 24 hours.
6. The Contractor warrants that the results of the work do not infringe any third-party rights and shall indemnify &deBlauw and the Client against any claims in that respect.
7. The Contractor hereby assigns to &deBlauw in advance, which assignment &deBlauw hereby accepts, all transferable intellectual property rights in results created specifically in the context of the Assignment. The Rate includes the consideration for this assignment.
8. The Contractor shall provide all cooperation required to give effect to the assignment and shall sign any supplementary deeds upon first request. &deBlauw shall be entitled to transfer the rights in whole or in part to the Client or to grant the Client a right of use.
9. To the extent that rights are not transferable, the Contractor grants &deBlauw an exclusive, irrevocable, worldwide, transferable, sublicensable and perpetual right of use. The Contractor and the Interim Professional waive their moral rights to the extent permitted by law.
10. Rights in methodologies and materials of the Contractor existing prior to the Assignment shall remain with the Contractor. To the extent that these are incorporated into a result, the Contractor grants &deBlauw and the Client an irrevocable, worldwide, transferable and perpetual right of use for the use and exploitation of that result.
11. The obligations under this Clause shall remain in full force and effect after termination of the Assignment.

CLAUSE 12. PENALTY

1. In the event of a breach of any of Clauses 3.3, 5.1, 5.2 or 5.6, 7.8 or 11, the Contractor shall owe &deBlauw an immediately payable penalty of EUR 30,000 per breach.
2. If the breach continues after &deBlauw has demanded In Writing that the Contractor cease it, the Contractor shall additionally owe EUR 2,500 for each calendar day, subject to a maximum of EUR 60,000 per breach.

3. The penalty shall be without prejudice to &deBlauw's right to performance. Additional damages shall only be payable to the extent that &deBlauw's demonstrable loss exceeds the total penalty payable under this Clause.
4. A breach of the notification obligation in Clause 5.1 shall only result in a penalty if the Contractor fails to comply with that obligation within 2 Business Days after a Written reminder.

CLAUSE 13. GOVERNING LAW AND JURISDICTION

1. The Assignment and these General Purchasing Terms and Conditions Interim Management are governed exclusively by Dutch law.
2. Disputes shall be submitted at first instance exclusively to the competent court of the District Court of Rotterdam (rechtbank Rotterdam), without prejudice to the mandatory jurisdiction of the subdistrict court (kantonrechter) and without prejudice to &deBlauw's right to submit a dispute to the court having jurisdiction by law.
3. If these General Purchasing Terms and Conditions Interim Management are available in more than one language, the Dutch text shall prevail in the event of any discrepancy in content or interpretation.

CLAUSE 14. AMENDMENT OF THE GENERAL PURCHASING TERMS AND CONDITIONS INTERIM MANAGEMENT

1. &deBlauw reserves the right to amend these General Purchasing Terms and Conditions Interim Management. Amendments shall be communicated to the Contractor In Writing at least 30 days before they take effect.
2. Amended General Purchasing Terms and Conditions Interim Management shall apply to new Assignments from the effective date specified therein. They shall apply to Assignments of indefinite duration, and to Assignments tacitly extended in accordance with Clause 9.6, 30 days after &deBlauw has provided them to the Contractor, unless &deBlauw specifies a later effective date. Amended General Purchasing Terms and Conditions Interim Management shall apply to a fixed-term Assignment only if the Parties agree to this In Writing.