

## **General terms and conditions**

### **1. General**

- 1.1 These terms are applicable to all services provided by **WEngage BV**, Kennedyplein 222, 5611ZT Eindhoven, with company number 13042783 (hereafter “WEngage”) to a customer, unless otherwise agreed in writing. The customer's general terms and conditions are excluded.
- 1.2 Deviating and validly signed agreements (offers, service agreements, data processing agreements, addenda, etc.) take precedence over these general terms and conditions.
- 1.3 Proposals or quotations from WEngage are only valid for thirty (30) days, unless stated otherwise.

### **2. Term**

- 2.1 The agreement enters into force when all parties have signed, on the agreed effective date or at the moment of first performance, whichever is earliest.
- 2.2 The agreement has an indefinite term as of the effective date, unless otherwise agreed.

### **3. Termination and suspension**

- 3.1 If the agreement has an indefinite term, either party may terminate the agreement with 6 months' notice by registered letter.
- 3.2 Either party may terminate the agreement immediately and without intervention of courts if the other party:
  - a) Is in breach of an essential contractual obligation and has not remediated it within a duration of 15 days after a registered letter of default; or
  - b) Is declared bankrupt, requests bankruptcy, stops payments, extrajudicial restructuring or is dissolved other than in a situation of a merger or reorganization.
- 3.3 WEngage may suspend performance if the customer is in default to pay an uncontested amount of an invoice for 2 weeks.

### **4. Confidentiality**

- 4.1 Confidential information is all information (written, oral, electronic or visual, being marked as being confidential or not) which a party or its connected undertaking shares with the other party or its connected undertaking.
- 4.2 Confidential information will only be used by the recipient for the purpose of the agreements between the parties and their connected undertakings.
- 4.3 The recipient obligates and enforces its staff and connected undertakings to respect similar obligations of confidentiality.
- 4.4 The above obligations of confidentiality do not apply to information which was:
  - (a) lawfully made public;
  - (b) was lawfully received from a third party; or
  - (c) was independently developed by the recipient.
- 4.5 The recipient has the right to disclose confidential information insofar as this is legally required. Within the confines of the law, the recipient should inform the other party as soon as possible.
- 4.6 These obligations of confidentiality apply during the agreement and for two (2) years after its termination.

### **5. Privacy**

- 5.1 The customer is the data controller and WEngage is a processor as defined in the European GDPR Regulation 2016/679.
- 5.2 The customer is responsible to give complete instructions to the processor as defined in art. 28 of the GDPR. This may be done by concluding a data processing agreement, or in absence thereof, in accordance with the privacy policy on WEngage's website.
- 5.3 WEngage will only take action at the instruction of the customer, who remains responsible for each declaration, change or removal of personal data.

### **6. Calling list, script and licenses**

- 6.1 The customer is responsible for compiling the list and compliance with the Dutch Telecommunications Act. Any guidance or information WEngage may give to the customer about these rules are purely informative and without warranty or reliance.
- 6.2 The customer is responsible for the calling script and guarantees it complies with all laws and regulations. WEngage is not required to have special licenses or permissions to provide the services, unless otherwise agreed in writing.
- 6.3 The customer accepts the burden of proof with regards to its responsibilities. The customer will hold WEngage harmless and will compensate WEngage for damages under customer's responsibility.

## 7. Human resources and authority

- 7.1 The staff of WEngage will at all times remain under its supervision, authority and control, as is legally prescribed to the employer.  
The customer may only issue this limitative list of instructions:
- Instructions in relation to health and safety, compliant with applicable legislation;
  - Instructions in relation to customer-specific work procedures.
- 7.2 Questions, procedures and instructions in relation to HR, including the request for leave, questions about payroll, compensation, evaluation, dismissal, etc. are at the responsibility of WEngage and may never be handled by the customer.

## 8. Prices, payment and invoicing

- 8.1 The services are invoiced on a monthly basis, at the end of the month they were performed.
- 8.2 Payment is due within thirty (30) days of the invoice date.
- 8.3 The customer mentions the invoice number with the payment to the bank account number mentioned on the invoice.
- 8.4 All prices are exclusive of VAT, which will separately be mentioned on each invoice.
- 8.5 The prices are automatically adjusted each year on 1 January, taking into account the evolution of the consumption price index according to the formula  $P = P_0 (C_1/C_0)$
- P** = new price
  - P<sub>0</sub>** = initial price (as in the agreement).
  - C<sub>0</sub>** = consumption price index of the month of December previous to the effective date of the agreement
  - C<sub>1</sub>** = consumption price index of the month previous to the indexation
- 8.6 The customer will pay an interest rate of 12% per year (pro rata) on overdue invoices as of the due date. If WEngage issues a default notice, the claim is increased with an administrative cost of 10% of the invoice, with a minimum of 150 EUR per invoice.
- 8.7 All complaints in relation to performance or invoices must be submitted to WEngage within fourteen (14) calendar days after the invoice date. Protests must be substantiated and specify disputed amounts. Undisputed amounts remain due and payable.
- 8.8 Without prejudice to these provisions, WEngage has the right to change the pricing provided there is a valid reason and written notice of 3 months before the change takes effect. If the customer does not agree to the new pricing, the customer is entitled to terminate the contract according to the agreed notice period.

## 9. Liability

- 9.1 The obligations of WEngage are obligations of means.
- 9.2 WEngage is not liable for damages, except in case of intent or deliberate recklessness.
- 9.3 WEngage's liability for consequential damages is also excluded (e.g. loss of profit or turnover, economic damage, third party claims).
- 9.4 WEngage's liability is in each case limited to 30% of the contract value per year with a maximum yearly aggregate of 50.000 EUR.

## 10. Miscellaneous

- 10.1 New instructions or changes should be agreed in writing and in advance. The related costs may be charged. WEngage reserves the right to refuse requests for upscaling or downscaling, unless otherwise agreed in special conditions.
- 10.2 The parties will not (directly or indirectly) entice away each other's staff or encourage them to terminate their relationship. In case of a breach against this obligation, liquidated damages to the amount of 50.000 EUR per staff member shall be due. WEngage may be open to negotiate this amount in good faith.
- 10.3 Clauses which would be void, unenforceable or invalid will not affect the other provisions. Such remain binding insofar as they are permitted by law or insofar as a similar effect can be obtained.
- 10.4 The customer is not allowed to transfer this agreement.
- 10.5 WEngage is allowed to transfer the agreement (in part or in full) to connected undertakings.
- 10.6 The agreement is exclusively governed by the laws of the Netherlands and the Eindhoven courts have exclusive jurisdiction.