

1. **Definitions.** For the purposes of these General Terms and Conditions (the "Conditions"), the following words have the following meanings:
 - 1.1. "Affiliate" means the directors, executives, employees, shareholders, agents, independent contractors, parent company or subsidiary of the Party or a company in which the Party has a co-ownership interest;
 - 1.2. "Client" means the party or parties entering into the Agreement with The Overview Effect;
 - 1.3. "Agreement" means the Quotation provided by The Overview Effect to the Client and the Conditions, as may be amended in writing by The Overview Effect and the Client in accordance with Article 20;
 - 1.4. "The Overview Effect" means The Overview Effect Holding B.V., located at Mendelhof 12hs, 1098 TP Amsterdam;
 - 1.5. "Price" means the price stated in the Quotation or determined by Article 5 (as the case may be), which may be amended under the Agreement;
 - 1.6. "Project" means the work specified in the Quotation and all additional work performed by The Overview Effect in connection with the Services;
 - 1.7. "Quotation" means the document(s) issued by The Overview Effect to the Client, including assumptions, conditions, and limitations regarding the Project, in which The Overview Effect describes and offers the Services;
 - 1.8. "Services" means all work performed or to be performed by The Overview Effect for the Client under the Agreement;
 - 1.9. "Location" means the location(s) where or in relation to which the Services may be provided;
2. **Interpretation.** Words in the singular include the plural and vice versa. The headings of the Articles are added for convenience only and do not limit the meaning or interpretation of the Conditions. Any reference to an Article means an article of these Conditions. Unless expressly stated otherwise, any reference to a specific part within a general category does not exclude parts of a broader or similar nature. Unless otherwise agreed in writing, the Conditions govern the relationship between The Overview Effect and the Client, to the exclusion of all other general terms and conditions brought forward by or on behalf of the Client.
3. **Quotation.** The Quotation is valid for a period of thirty days from the Quotation date or for the duration stated in the Quotation, after which The Overview Effect may withdraw or amend the Quotation. Unless expressly provided otherwise in the Quotation, the fees, costs, and schedules stated in the Quotation are the expected, probable costs and time of The Overview Effect for the specified Services. The expected, probable costs are not considered a guaranteed maximum price for providing the Services. If at any time The Overview Effect finds that a change to the nature, schedule, or scope of the Services is necessary or desirable, The Overview Effect will notify the Client of such change and the consequences for the Price and schedule. Such change may not be implemented without the Client's consent, unless required by a sudden event or emergency.
4. **Standard of Care.** In providing the Services, The Overview Effect must exercise the degree of skill and care that is exercised at the same time under similar circumstances by professional consultants in the field of environment, human rights, or sustainability who provide similar services at the same time in the same or a similar place.
5. **Price.** Payment for the Services is based on time spent and costs incurred or on a declaration basis:
 - 5.1. Fees, expenses, and subcontracting costs incurred in providing the Services will be charged as indicated in the Quotation. Fees apply to all: (i) full-time, part-time, temporary, and seconded employees of The Overview Effect and its affiliated companies; (ii) temporary employees whose direct remuneration is paid by an employment agency; and (iii) hired consultants.
 - 5.2. Fees stated in the Quotation are subject to adjustment by The Overview Effect on April 1st of each year and, after proper notice to the Client, when The Overview Effect's personnel rates are adjusted to give such personnel promotions or salary increases. If these fees are not stated in the Quotation, the rates are The Overview Effect's standard fees in effect at the time the Services are provided.
 - 5.3. Costs incurred in providing the Services will be charged by The Overview Effect based on actual costs plus handling and administrative fees of 15 percent, unless otherwise stated in the Quotation. Certain suppliers and subcontractors offer The Overview Effect trade and volume discounts, rebates, or other special pricing arrangements that may not be passed on to the Client or reflected in the invoices.
 - 5.4. If The Overview Effect's personnel are called or subpoenaed for a witness statement, interrogation, hearing, tribunal, government investigation, or court appearance or for similar purposes, however named and regardless of the jurisdiction, in connection with a dispute arising from the Project in which The Overview Effect is not named as a party, the Client will reimburse The Overview Effect based on time and material at the then-current professional rates plus 40 percent as well as for all costs incurred in that regard in accordance with Article 5.3. Such Services are governed by the Agreement.
6. **Invoices and Payment.**
 - 6.1. Unless otherwise stated in the Quotation, each invoice must be paid by the Client within thirty days of the invoice date.
 - 6.2. All stated fees are exclusive of value-added tax or similar tax applied in the country where The Overview Effect provides the Services; this will be charged on top at the prevailing rate. If withholding tax must be paid to a tax authority under the Agreement, the amount payable to The Overview Effect will be increased by an amount that results in The Overview Effect receiving the same amount it would have received if no withholding tax had been paid. The Client agrees to apply the provisions of relevant tax treaties to exempt from or reduce any withholding taxes. Unless otherwise agreed by the Parties, all payments by the Client to The Overview Effect must be made in euros by direct transfer to the account of The Overview Effect, the details of which are stated on the relevant invoice. The Overview Effect may submit invoices electronically to the Client.
 - 6.3. The Client is not entitled, for any reason or under any circumstances, to set off or withhold any amount from the fees owed to The Overview Effect. Regardless of the facts and circumstances surrounding the Agreement, the Client must pay The Overview Effect for the Services provided to it, whether the Services are intended wholly or partly to benefit a third party.
- 6.4. Unpaid balances will bear interest at the then-applicable statutory interest rate in the Netherlands, starting thirty days from the invoice date. Additionally, The Overview Effect may, after ten working days' notice, suspend the Services without any obligation until all overdue amounts (including fees and accrued interest) are paid. If The Overview Effect takes legal action to enforce payment for the Services and is successful, all collection and legal costs associated with such action must be reimbursed by the Client.
7. **Force Majeure and Emergencies.**
 - 7.1. Price and time commitments under the Agreement are subject to equitable adjustments for delays and changed circumstances resulting from the Client's or the Location owner's failure to provide complete or accurate information and required approvals or to grant suitable access to a Location, or for delays and changed circumstances resulting from unforeseeable events or circumstances beyond the reasonable control of either Party, such as fire, floods, earthquakes, strikes, riots, war, kidnapping, terrorism, threat of terrorism and all resulting security measures, natural disasters, pandemic, changes in applicable laws or regulations of a governmental authority, or the presence of hazardous materials or waste in locations, quantities, concentrations, or circumstances not reasonably anticipated by The Overview Effect ("Force Majeure").
 - 7.2. If The Overview Effect determines that the health or safety of its personnel or subcontractor personnel or the environment or property of the Client or others is or may be endangered during the execution of a Project, such circumstances will also be considered force majeure, and The Overview Effect will have the right to take any measures it deems necessary to prevent any imminent damage, injury, or loss and to recover the reasonable and actual costs of such measures from the Client. Where it is impossible to obtain prior consent from the Client in an emergency, The Overview Effect has the right to act at its discretion under this Article.
8. **Client Responsibilities.** The Client must provide all reasonable cooperation required by The Overview Effect in connection with the Services, including any cooperation specified in the Quotation. In particular, the Client will provide The Overview Effect with the following:
 - 8.1. All information concerning the Project that the Client possesses, stores, or manages that The Overview Effect reasonably requires. The Overview Effect has the right to rely on the accuracy and completeness of all information provided by, on behalf of, or at the request of the Client or a governmental authority to The Overview Effect or anyone providing services for The Overview Effect in connection with the Services without independent verification or review. The Client agrees to review all Quotations, manuals, guidelines, reports, and other required Project deliverables prepared by The Overview Effect for the Client for the accuracy and completeness of the factual information provided by or on behalf of the Client for inclusion therein and to make available to The Overview Effect any further information in the Client's possession that may affect the accuracy or completeness of The Overview Effect's report.
 - 8.2. If the Services include electronic data files maintained by or for the Client, the Client is responsible for maintaining backup copies of such files.
 - 8.3. A condition upon which The Overview Effect agrees to provide the Services is that the Client will not, without prior written consent from The Overview Effect, offer employment to any employee or subcontractor of The Overview Effect involved in providing the Services during the period of employment or for one year after the employee is no longer employed by The Overview Effect.
 - 8.4. The Client will inspect all Services upon delivery. If the initial inspection reveals defects in the provision of the Services caused by negligence or a deliberate error by The Overview Effect, the Client must notify The Overview Effect in writing within one (1) month following the inspection or otherwise lose the right to file a complaint. Defects that cannot reasonably be identified within that period must be reported in writing to The Overview Effect within one (1) month of discovering the defect, provided that The Overview Effect receives such notification no later than six (6) months after the completion of the Services. After that period, any notice of non-conformity is invalid.
 - 8.5. The Client shall fully cooperate with any investigation into a defect or complaint. If the Client does not fully cooperate or if it is no longer possible to conduct such an investigation, the complaint will not be considered, and the Client will not be able to make any claims in this regard. If a complaint is found to be unfounded, the costs of investigating the complaint will be borne by the Client. The Client cannot derive any rights from the mere fact that a complaint is being considered. If the Client's complaint is submitted in a timely manner, found to be valid, and the Client is not in default of fulfilling its obligations, the Client has the option to rectify the defective Services (or have them rectified), receive a credit note for the portion of the Price of the defective Services, or receive a (mutually acceptable) discount on the Price. By performing one of the aforementioned actions, The Overview Effect is fully discharged from its obligations in this regard, and the Client has no right to further compensation and cannot terminate the Agreement.
 - 8.6. Reasonable access to and exit from the Location for The Overview Effect and its subcontractors and their personnel and materials.
 - 8.7. Clean and safe workplace and logistical areas, free of obstacles, at the Location for the vehicles of The Overview Effect and its subcontractors.
9. **Insurance.** The Overview Effect shall maintain insurance that provides coverage against the consequences of its legal liability during the provision of the Services, in accordance with the provisions of these Terms and Conditions.
10. **Limitation of Liability.** In the event that the Services are not performed properly, The Overview Effect has no other obligations than those provided in Article 10. Any liability for any loss arising from the performance of the Agreement by The Overview Effect is excluded.
 - 10.1. To the extent permitted by applicable law and in the event a court determines that The Overview Effect is liable under this Agreement, the maximum liability of The

- Overview Effect will be limited to the Price (although in the case of a contract duration of more than one year, the maximum liability will be limited to the amount the Client would owe The Overview Effect in one year). In no event will The Overview Effect or its insurers be liable under this Agreement for more than 1,000,000 (one million) euros per incident and in total. If a third party suffers a loss that exceeds The Overview Effect's indemnification obligation under this Article, the Client will indemnify The Overview Effect for and against the claims of such third party.
- 10.2. If The Overview Effect has engaged the services of third parties (including, but not limited to, a sub-consultant, subcontractors, suppliers, agents, and representatives) for the performance of the Agreement, The Overview Effect is not liable for errors or negligence of these third parties, except to the extent that the Client can prove that it was unreasonable for The Overview Effect to choose that third party for providing those services. The limitation of liability included in this Article 10 is to be considered a provision for the benefit of all third parties engaged by The Overview Effect for the performance of the Agreement, which parties may therefore directly invoke this limitation of liability. Therefore, Article 10 is a third-party clause as defined in Article 6:253 of the Dutch Civil Code and is made for the benefit of third parties. The Client cannot reject this third-party clause.
 - 10.3. To the extent permitted by applicable law, neither the Client and its Affiliates nor The Overview Effect and its Affiliates will be liable to each other or anyone claiming through, by, or for them (including insurers) for any damage, delayed or reduced profit, revenue, production, trade, use or opportunities, or incidental, special, indirect or economic damage, unnecessary costs, depreciation or consequential damage, of any kind or nature, however caused.
 - 10.4. All liability of The Overview Effect and its Affiliates regarding the Services (whether based on a contract, negligence, or any other law) expires six years from the date of the final invoice for the Services, except for a claim that is brought to the attention of The Overview Effect in detail and in writing before the expiration of that period, provided that the liability of The Overview Effect and its Affiliates is definitively determined if no legal proceedings are initiated by the Client or its Affiliates regarding such claim against The Overview Effect or its Affiliates within 12 months after the Client notifies The Overview Effect of the claim.
 - 10.5. Notwithstanding the provisions of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code, all Services are performed by The Overview Effect, regardless of whether the Agreement was intended to be performed by a specific person or not. Consequently, none of the directors, executives, employees of, or persons working for The Overview Effect are personally bound by or liable for the terms of this Agreement, nor will the assignment given to The Overview Effect under this Agreement cease to exist in the event of (for example) death, incapacity, guardianship, or personal bankruptcy of.
 - 10.6. The provisions of this Article 10 will: (i) apply regardless of whether the liability of The Overview Effect or the Client or their Affiliates is invoked or found to be based on a contract (including breach of warranty or breach of contract), a tort (including negligence or negligent misrepresentation), strict liability, or otherwise; and (ii) survive the completion of the Services or the expiration, termination, or cancellation of this Agreement.
 - 10.7. The Client acknowledges and agrees that the limits of liability of The Overview Effect and its Affiliates in this Article 10 are agreed upon based on the Price, the financial resources of The Overview Effect, the nature and scope of the Services, and the availability of professional liability insurance on reasonable commercial terms. Consequently, the Client acknowledges and agrees that the provisions of this Article 10 meet all requirements of reasonableness under any law applicable to the Agreement and claims relating to or arising in connection with the Agreement.
 - 10.8. Notwithstanding the above provisions, nothing in these Conditions is deemed to exclude or limit the liability of either Party for death or personal injury (for which no financial limit will apply) caused by the negligence of that Party.
 11. **Termination.** This Agreement may be terminated in whole or in part in writing by either Party in the event of: (i) a breach by the other Party of a material obligation of that Party under the Agreement, (ii) a force majeure event causing a delay in the provision of the Services of 60 days or more; (iii) if a petition is filed or a meeting is convened with the aim of liquidating the other Party, the other Party is placed under court supervision or goes into liquidation (whether compulsory or voluntary) or the other Party reaches a settlement with its creditors in general or an administrator, trustee, or administrative receiver is appointed with respect to all or part of its assets. Provided that such termination is only effective if the defaulting Party: (i) is given at least ten (10) calendar days' written notice of the intention to terminate; (ii) is given the opportunity to consult with the Party terminating before the effective date of such termination; and (iii) is given a reasonable opportunity to remedy the default, to the extent possible. Notwithstanding the foregoing, if the Client fails to pay an invoice within two weeks of the due date, The Overview Effect may terminate the Agreement and immediately cease work on a Project after sending notice to the Client. The Client may terminate the Agreement in the Client's interest by giving The Overview Effect two weeks' notice. In the event of termination, the Client must, in accordance with the terms of Article 6, pay all amounts due for the Services up to the date of termination as well as the reasonable costs incurred by The Overview Effect as a result of such termination, including demobilization costs. The Overview Effect will issue a final invoice after the effective date of termination.
 12. **Use of Name.** The Client agrees that The Overview Effect has the right to mention the Client's name as a client and include a general description of the Project in publications or written or oral presentations, provided that The Overview Effect does not disclose any confidential information.
 13. **Third Parties and Reliance on Services or Any Work Product.** Except for the Parties, any Affiliate of a Party specifically named in the Agreement, and any Affiliate of The Overview Effect providing Services in connection with the Agreement, no other person is entitled to: (i) enforce the terms of the Agreement; or (ii) rely on the Services or any Work Product generated by or for The Overview Effect under the Agreement ("Work Product of The Overview Effect"). The Client agrees to indemnify The Overview Effect and its Affiliates against claims arising from any act or omission by the Client or its Affiliates causing a third party to rely on the Work Product of The Overview Effect.
 14. **Confidentiality.** All documents, information, and advice provided to The Overview Effect or its Affiliates during the course of the Services, and all confidential information concerning the Client or the Client's activities or a Location, must be treated confidentially by The Overview Effect and may not be disclosed to a third party (except for professional advisors and Affiliates on a "need-to-know" basis) unless: (i) the Client gives its prior written consent; (ii) The Overview Effect is required by law or a governmental authority to make the disclosure; (iii) the document, information, or advice becomes publicly known through no fault of The Overview Effect; or (iv) the document or information was in the possession of The Overview Effect before the Client's disclosure. Notwithstanding the terms of any separate confidentiality agreement(s) between The Overview Effect and the Client, The Overview Effect is at all times entitled to retain an archival copy of any Work Product produced by The Overview Effect under the Agreement, provided that The Overview Effect treats such information confidentially as described above.
 15. **Data Protection.** To the extent that The Overview Effect is instructed by the Client to process personal data in connection with the Services, it will do so as a data processor on behalf of the Client in accordance with applicable data protection laws.
 16. **Intellectual Property.** The Client acknowledges and agrees that The Overview Effect will retain all proprietary rights to all patents, designs, trademarks, copyrights, rights to computer software, database rights, layout rights, trade secrets, or rights to confidential information, moral rights, or other industrial or intellectual property rights (whether registered or not) and all applications thereof relating to all inventions, information, know-how, processes, works, materials, or methods ("Intellectual Property") conceived, developed, or made by The Overview Effect or its Affiliates outside the Services, as well as all improvements made by The Overview Effect or its Affiliates to the Intellectual Property during the provision of the Services. Furthermore, the Client acknowledges and agrees that The Overview Effect will retain ownership rights to all Work Products conceived, developed, or made by The Overview Effect or its Affiliates in the course of providing the Services. The Overview Effect agrees to grant the Client a non-exclusive, irrevocable, and royalty-free license to use its Intellectual Property for the purposes specified in the Quotation. Full payment for the Services is a condition precedent to the Client's rights to The Overview Effect's Work Product. The Client warrants that it will: (i) not use, copy, store, or disclose the Intellectual Property provided by The Overview Effect in a manner detrimental to The Overview Effect from a competitive standpoint; and (ii) only use the Intellectual Property provided by The Overview Effect for the purposes specified in this Agreement.
 17. **Governing Law and Jurisdiction.** The Agreement is governed by the laws of the Netherlands. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. All disputes, controversies, or claims arising out of or relating to the Agreement are subject to the exclusive jurisdiction of the Dutch court in Amsterdam.
 18. **Severability.** All provisions of the Conditions are distinct and severable from each other, and if at any time one or more of these provisions (in whole or in part) is or becomes invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions (or the same provision to any other extent) of the Conditions will not be affected or impaired in any way, and the Parties agree to replace such provision with a provision that closely approximates the invalid provision without making it invalid, illegal, or unenforceable.
 19. **Miscellaneous.** Upon acceptance of the Quotation by the Client, the terms of the Agreement constitute the entire agreement between the Parties and the complete and final representation of that agreement, which takes precedence over all prior and contemporaneous express or implied, oral or written arrangements, statements, or conditions. Other amendments to the Agreement than those intended in Articles 3 and 6 are only valid if they are in writing and signed by or on behalf of each Party. Notwithstanding the foregoing, an amendment to the Agreement is valid if the Client otherwise agrees to or knowingly accepts the benefit of the provision of the Services by The Overview Effect under the Agreement considering the amendment. The provisions of Articles 6, 10, 12 to 18, and all provisions of the Agreement that by their nature would generally be expected to survive the termination of the Agreement, will survive the completion of the Services or the expiration, cancellation, or termination of any agreement between The Overview Effect and the Client and will apply to the maximum extent permitted by law. A Party giving notice, request, demand, or other communication under this Agreement (all referred to as "Notice") must give Notice in writing by one of the following methods of delivery, each of which is deemed to be in writing for the purposes of this Agreement: (i) personal delivery; (ii) registered mail with return receipt and postage prepaid; (iii) internationally recognized courier with 24-hour service, with all fees prepaid; (iv) email. Notice must be given to the persons named in the Quotation.
 20. **Additional Terms.** Additional terms set out in any addendum attached by The Overview Effect to and made part of these Conditions or set out in the Quotation are (any) additional provisions addressing matters relating to the Project or certain applicable laws and regulations governing the performance of the Services by The Overview Effect.
 21. **Translations.** For the interpretation of the Conditions, only the Dutch version of the Conditions will be binding and decisive.
