



GENERAL TERMS AND CONDITIONS WSP ASSURANCE B.V.

1. INTERPRETATION

Additional Fee: the amount payable by the Client to the Consultant if Additional Services are required.

Additional Services: any additional services agreed in writing by the Client and Consultant.

Applicable Sanctions Regimes: collectively trade controls and/or sanctions laws of the countries in which the parties are established, the European Union and its Member States, the United States, the United Kingdom and Canada.

Appointment: the appointment of the Consultant by the Client as set out in clause 3 of these general terms and conditions.

Client: the legal or natural person requiring the Services to be performed.

Client Input: means any goods, parts, materials, documents, data, information, services or support provided or approved by or required from the Client relating to the Services.

Consultant: WSP Assurance B.V., a private company with limited liability, incorporated under the laws of The Netherlands, having its statutory seat in Utrecht, and its office address at (3511SW) Utrecht, Daalsesingel 51 and registered with the Dutch trade register under number 63505339.

Fee: the fee set out in the Proposal, as may be adjusted from time to time and the Additional Fee (if any).

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials delivered by the Consultant to the Client as part of the Services.

Project: the project defined in the Proposal.

Proposal: the proposal of the Consultant setting out the Services and Fee for the Project.

Relevant Entities and Individuals: collectively, any legal or natural person that, in relation to a respective party, holds a shareholding, directorship, officer position, or acts on behalf of that party.

Required Standard: the reasonable skill, care and diligence to be expected of a qualified professional experienced in providing services of a similar size, scope and complexity as the Services.

Sanctions: any explicit or implicit listing of a given person, entity, or institution, having the effect in relation to third parties of imposing prohibitions, trade control requirements or other public law limitations affecting economic interactions.

Services: the services to be provided by the Consultant set out in the Proposal and the Additional Services (if any).

VAT: value added tax or any similar tax in addition to or replacing it from time to time.

2. APPLICABILITY

2.1 These general terms and conditions shall apply to all of the Services carried out by the Consultant on behalf of the Client as defined in the Proposal. Together with the Proposal these general terms and conditions shall constitute the sole agreement between the Consultant and the Client until such time as they are replaced by a written, agreed, signed and subsequent consultancy agreement (if any).

2.2 Sections 404 and 407 (2) of Book 7 of the Dutch Civil Code are not applicable.

3. APPOINTMENT

3.1 The Client appoints the Consultant to carry out the Services, subject to the Proposal and these general terms and conditions.

3.2 These general terms and conditions take effect from the date when the Consultant begins performing the Services.

4. PARTIES' OBLIGATIONS

4.1 The Consultant shall exercise the Required Standard when performing the Services.

4.2 The Client shall (a) provide the Consultant with all Client Input required for the performance of the Services in accordance with the Proposal and otherwise from time to time as reasonably requested by the Consultant; (b) ensure that the Client Input comply with applicable law and are accurate, safe and free from defects; (c) be responsible for taxes and duties that may apply to the provision of the Client Input and reimburse the Consultant for any such taxes and duties that may be levied against the Consultant; (d) provide instructions and feedback when requested to in a timely manner; (e) notify the Consultant promptly of any risk, safety issues or incidents arising in respect of the Client Input; and (f) comply with any other obligations in the Proposal relating to the Client Input or otherwise.

4.3 The Consultant shall not be responsible for any failure or delay in the performance of the Services that is caused by a failure or delay by the Client in performing its obligations in Clause 4.2. The Consultant may use all Intellectual Property Rights owned by the Client or subsisting in the Client Input for the purpose of performing the Services and for the Consultant's internal purposes.

4.4 In undertaking the Services, the Consultant shall operate an internal management control system certified to the standards of ISO 9001 or any successor standard with the aim of ensuring quality of service.

4.5 Where the Services include the supply of one or more of the following "**Accredited Services**" – including NoBo, DeBo as prescribed by ISO/IEC 17065, the Client shall comply with the responsibilities set out in the Appendix.

5. REMUNERATION

5.1 The Client shall pay the Fee as full remuneration for the Services.

5.2 Any amount expressed as payable to the Consultant is exclusive of VAT unless stated otherwise.

5.3 The Fee shall be calculated and paid in instalments in accordance with the Proposal. If not set out in the Proposal, the Fee shall be paid at intervals of not less than one month, beginning one month after the Consultant begins performing the Services.

5.4 The Consultant shall submit to the Client an invoice for each instalment of Fee, together with any supporting

documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the payment due in respect of the instalment of the Fee, and the basis on which that sum is calculated.

- 5.5 Payment shall be due thirty (30) days after the Client receives each invoice.
- 5.6 Should the Client dispute an invoice, the Client shall be entitled to reject the invoice and, in such case, shall inform the Consultant of the reasons for rejection in writing within ten (10) days of the date of receiving the disputed invoice. Where part of an invoice is disputed, the Client shall proceed to make payment of the undisputed portion of the invoice. Invoices shall be deemed to be approved by the Client unless an objection is stated in writing within ten (10) days following receipt of the invoice.
- 5.7 Any dispute under this clause 5 shall be resolved in accordance with clause 14.

6 ADJUSTING THE FEE

- 6.1 The Fee shall be adjusted if the performance of the Services is delayed or disrupted due to (a) a change in the scope, size, complexity or duration of the Project; or (b) any other cause outside the Consultant's reasonable control.
- 6.2 The Consultant shall notify the Client of its intention to claim an adjustment to the Fee as soon as reasonably practicable after it becomes aware of any delay or disruption to the Services. The Consultant's notice shall include a written estimate of (a) the proposed adjustment to the Fee; and (b) the likely effect of the delay or disruption on the Services and the programme.

7. ADDITIONAL SERVICES

- 7.1 The Consultant shall notify the Client as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, identifying the required services.
- 7.2 The Consultant shall not begin performance of the Additional Services unless the Additional Fee and Additional Services are agreed in writing and signed and a written instruction to do so is given to the Consultant by the Client.
- 7.3 Unless the parties agree otherwise, the Additional Fee shall be a reasonable amount calculated in accordance with the Consultant's standard rates.
- 7.4 Any Additional Fee payable by the Client shall be included in the next invoice following performance of the Additional Service to which it relates.

8. SUSPENSION

- 8.1 The Client may, at any time, suspend performance of all or part of the Services by giving seven (7) business days' written notice to the Consultant. Subject to clause 9.2, the Consultant shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Client.
- 8.2 If the Client fails to pay an undisputed invoice by the due date, the Consultant may suspend the performance of any or all of its Services and other obligations by giving not less than seven (7) business days' notice to the Client

of its intention to do so and stating the ground or grounds on which it intends to suspend performance.

- 8.3 In the event of a suspension, the Client shall pay the Consultant a reasonable amount in respect of costs and expenses reasonably incurred by the Consultant as a result of any exercise of its rights referred to in clause 8.2.

9. TERMINATION

- 9.1 The Client may terminate the agreement with the Consultant at any time by giving thirty (30) days' notice in writing to the Consultant.
- 9.2 If (a) a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six (6) months; and (b) the Client does not instruct the Consultant to resume the Services within ten (10) business days of receiving a written notice from the Consultant requiring it to do so, the Consultant may immediately terminate the agreement by giving written notice to the Client.
- 9.3 Either party may immediately terminate the agreement by giving written notice to the other party if (a) the other party is in material breach of its obligations and fails to remedy that breach within fourteen (14) business days of receiving written notice requiring it to do so; (b) the other party becomes insolvent; or (c) the other party is in breach of clause 16.
- 9.4 Termination pursuant to this clause 9 shall not need to be referred to any court to become valid, final and binding on the parties.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination in accordance with clause 9 the Client shall pay the Consultant any amount properly due for payment at the date of termination; and a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination.
- 10.2 Termination of the Consultant's engagement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination.

11. COPYRIGHT AND INTELLECTUAL PROPERTY

- 11.1 The Consultant owns all intellectual property rights (including copyright) relating to the Material.
- 11.2 Upon payment of the Fee, the Consultant grants to the Client, with immediate effect, an irrevocable, non-exclusive, royalty-free, perpetual licence (with no right to sub-license) to copy and make full use of any Material.
- 11.3 Consultant shall not be liable for the use by the Client or any person of any of the Material or any other intellectual property owned or created by the Consultant for any purpose other than that for which such Material was prepared by or on behalf of the Consultant. The Client agrees not to use, disclose or facilitate use, input or copy any of the Material or Services provided by the Consultant under the Appointment for the development, training,

deployment or processing of any information through open-source artificial intelligence projects or models. The Consultant reserves the right at any time to revoke this licence for any period or periods during which any monies payable to the Consultant under this Appointment are outstanding.

12. CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party and/or the subject matter of the agreement between the parties, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and (b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations in connection with the Appointment.

13. PROFESSIONAL INDEMNITY INSURANCE

- 13.1 The Consultant shall maintain professional indemnity insurance for an amount of EUR 1 million in the annual aggregate provided that such insurance is available at commercially reasonable rates and terms.
- 13.2 Whenever the Client reasonably requests, the Consultant shall send the Client a certificate of the insurance as evidence that the Consultant's professional indemnity insurance is in force.

14. DISPUTES

- 14.1 The parties shall use their good faith and reasonable endeavours to resolve any dispute or difference between them through negotiation.
- 14.2 If the parties cannot resolve the dispute in good faith, or either party is refusing to participate in the process, the dispute may be referred to arbitration in accordance with the rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Institute). The seat of the arbitration shall be the law of the country wherein the Consultant is registered, and the number of arbitrators shall be one unless otherwise agreed by the parties. The costs of the arbitration shall be borne equally by the parties until the arbitral award which shall deal with the question of the costs of the arbitration and all matters related thereto. The Netherlands Arbitration Institute may not have the arbitral judgment published.
- 14.3 Despite any contrary provisions, the Consultant may at its absolute and sole discretion commence proceedings against the Client in the courts of law of the Consultant's contracting entity's country as an alternative to

arbitration with respect to the Client's failure to pay the Consultant's fees and any part thereof.

15. LIMITATION OF LIABILITY

- 15.1 The Consultant's total liability under or in connection with the Appointment shall be limited to the Fee in the aggregate amount. This limit shall apply however that liability arises including a liability arising by breach of contract, tort (including the tort of negligence), breach of statutory duty, any indemnity or otherwise.
- 15.2 The Consultant shall not be liable for indirect or consequential damages, howsoever arising, including but not limited to any loss of profit, loss of revenue, loss of use of any facilities, loss of product or production, loss of value, loss of sales or business, loss of anticipated savings, loss of any facilities, damages for delay or penalties.
- 15.3 The liability of the Consultant expires after five (5) years from the date of completion of the Services or, if earlier, the date of termination of the Consultant's engagement.
- 15.4 Should the Consultant fail to perform the Services in accordance with the Appointment, the Consultant shall only be liable for that amount which it would be just and equitable for the Client and/or any claimant to recover from the Consultant based on all third parties contributing in the same percentage as their respective responsibility in causing the event or events which led to such damage, loss, expense or cost incurred by the Client and/or such claimant.

16. COMPLIANCE AND ETHICS

- 16.1 The Consultant maintains a Code of Conduct and a Business Partner Code of Conduct, which can be accessed on <https://www.wsp.com/>. The Consultant represents that it shall conduct its business in compliance with the standards laid down in the Code of Conduct. The Client represents that it shall either (a) adhere to the standards laid down in the Consultant's Business Partner Code of Conduct or (b) it maintains a Code of Conduct with equivalent standards.
- 16.2 Neither party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that (a) is illegal under any applicable laws or regulations; or (b) would have the effect of causing either party, its subsidiaries or affiliates to be in violation of any applicable laws or regulations. For the purpose of these general terms and conditions, applicable laws and regulations shall include, without limitation, the Canada Corruption of Foreign Public Officials Act, the United Kingdom Bribery Act 2010 and the US Foreign Corrupt Practices Act (Anti-Corruption and Fair Competition Requirements) and the U.S. Foreign Corrupt Practices Act.
- 16.3 Neither party shall give, offer, promise, or authorise, directly or indirectly, anything of value to an official or any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an official in order to (a) influence any official act or decision; (b) induce an official to do or omit to do any act in violation of their lawful duty; (c) induce an official to use their influence to affect or influence a decision or act of any government, instrumentality, or international organisation; (d) assist the parties hereto or any other

person in obtaining or retaining business for or with, or in directing business to the parties or any other person; or (e) to obtain or secure an unfair or improper advantage for the parties in any respect.

- 16.4 Neither party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office, with the intent or where such could be perceived to unlawfully influence decision-making of any kind pertaining to the Project.
- 16.5 Neither party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, neither party shall give, offer, promise or authorise, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.
- 16.6 The parties covenant that no official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, in an improper or unlawful manner from the Appointment. The Parties agree to notify each other immediately of any changes to this covenant.
- 16.7 Notwithstanding any other provision (including any attachments, variations or other documents forming part of the Appointment), nothing shall require the Consultant at any stage to undertake any act, refrain from undertaking any act, or otherwise comply with any law, regulation, decree, or policy to the extent that it is prohibited under, inconsistent with or penalizable under any applicable law or regulation.

17. SANCTIONS

- 17.1 Any Project or Proposal submitted subject to these general terms and conditions, is offered under the condition that acceptance thereof will not lead to non-compliance with the Applicable Sanctions Regimes.
- 17.2 Both parties represent that they respectively have no relationship with Relevant Entities and Individuals, that may cause the Appointment to be considered unlawful following the Applicable Sanctions Regimes.
- 17.3 In the event a party becomes aware it has a relation with Relevant Entities and Individuals subject to any Sanction imposed by an Applicable Sanctions Regime, that party shall inform the other party immediately.
- 17.4 Both parties warrant that they shall adhere to the requirements of the Applicable Sanctions Regimes.
- 17.5 In the event either party suspects that itself, its employees, or any Relevant Entities and Individuals to which it has a relationship, in the context of the Appointment, has committed an act in violation of the Applicable Sanctions Regimes, that party shall inform the other party immediately.
- 17.6 In the event a party ("Notified Party") has received notice from the other party ("Responding Party") following clause 17.3 or 17.5 or suspects that the other party is in non-compliance with the Applicable Sanctions Regimes, the Notified Party may send notice

to the Responding Party. The notice shall comprise a request to the Responding Party for information that is necessary for investigating compliance with the Applicable Sanctions Regimes. Such a request for information may include, but is not limited to, information concerning the identity of Relevant Entities and Individuals suspected of non-compliance.

- 17.7 If in the reasonable judgment of the Notifying Party the Responding Party has not provided sufficient information to resolve the reasonable doubt within ten (10) calendar days of the notice, the Notifying Party shall have the right to terminate the Appointment, effective immediately. Application of clause 10 shall be suspended until the Responding Party has demonstrated that adherence therewith shall not constitute a violation of Applicable Sanctions Regimes by the Notified Party.

18. DATA PROTECTION

- 18.1 For the purposes of these Terms, the terms "**controller**", "**data subject**", "**personal data**", "**processing**", "**processor**", "**personal data breach**" and any other data protection terminology shall have the meanings assigned to them under **Regulation (EU) 2016/679 (General Data Protection Regulation) ("GDPR")** and any applicable national legislation implementing or supplementing the GDPR (together, "**Applicable Data Protection Laws**"). The terms "**process**" "**processed**" and "**processing**" shall be construed accordingly.
- 18.2 To the extent that the Client provides the Consultant with, or makes available to the Consultant, personal data relating to the Client's employees or representatives in connection with, and operationally required by the Consultant for the performance of the Appointment, the Client agrees that the Client and the Consultant shall each be independent controllers of the personal data in their own right.
- 18.3 The Client hereby warrants in respect of such personal data that it has the authority and lawful basis to provide the personal data to the Consultant and that the Client shall comply with all applicable laws in respect of the personal data, including by providing the relevant information to the data subjects as is required by such laws and obtaining such consent as may be required by the Consultant from time to time to enable the Consultant to process the personal data in connection with the performance of the Appointment (and the Client shall provide the Consultant with records of such consent promptly upon request).
- 18.4 The Client acknowledges that the Consultant may process the personal data as set out in the privacy pages at WSP.com or as otherwise provided by the Consultant to the Client from time to time, and that personal data may be transferred to, and otherwise processed, outside the European Economic Area in connection with delivering the relevant Services, including by the Consultant group companies in India and/or Serbia who each provide complimentary resource (with whom the Consultant have entered into standard contractual clauses).
- 18.5 If during the course of delivering the Services the Consultant provides the Client with access to any personal data relating to the Consultant employees or



representatives, the Client, as independent controller of such personal data, acknowledges and agrees that it shall only use such personal data for the purpose for which it was disclosed, and assumes responsibility for its own compliance with applicable data protection law.

19 ENTIRE AGREEMENT

- 19.1 The Proposal and these general terms and conditions constitute the entire agreement between the parties regarding the Appointment and supersedes and extinguishes all previous appointments, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In the event of conflict between the terms of the Proposal and these general terms and conditions, the Proposal shall prevail.

20 GOVERNING LAW

- 20.1 Any dispute or claim arising out of or in connection with these general terms and conditions (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.

Appendix – Responsibilities of the Client and the Consultant (according to ISO/IEC 17065:2012)

- a) The Client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the Consultant.
- b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
- c) The Client makes all necessary arrangements for:
 1. the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors;
 2. investigation of complaints;
 3. the participation of observers, if applicable.
- d) The Client makes claims regarding certification consistent with the scope of certification.
- e) The Client does not use its product certification in such a manner as to bring the Consultant into disrepute and does not make any statement regarding its product certification that the Consultant may consider misleading or unauthorized.
- f) Upon suspension, withdrawal, or termination of certification, the Client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
- g) If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- h) In making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of the Consultant or as specified by the certification scheme.
- i) The Client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

NOTE: See also ISO/IEC 17030, ISO/IEC Guide 23 and ISO Guide 27.

- j) The Client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the Consultant when requested, and:
 1. takes appropriate action with respect to such complaints and any deficiencies found in products

that affect compliance with the requirements for certification;

2. documents the actions taken.

NOTE: Verification of item j) by the Consultant can be specified in the certification scheme.

- k) The Client informs the Consultant, without delay, of changes that may affect its ability to conform with the certification requirements.

NOTE: Examples of changes can include the following:

- the legal, commercial, organisational status or ownership;
- organisation and management (e.g. key managerial, decision-making or technical staff);
- modifications to the product or the production method;
- contact address and production sites;
- major changes to the quality management system.