

1. Applicability

- 1.1.** Every offer, order or agreement regarding advice to be given or services to be performed by Aon Global Risk Consulting shall be subject to the following general terms and conditions, in the absence of any written document in evidence that they have been deviated from in mutual agreement between Aon Global Risk Consulting and the principal.
- 1.2.** These general terms and conditions have been established by Aon Global Risk Consulting and are filed at the Office of the District Court in Rotterdam and at the Chamber of Commerce and Industry for Rotterdam.

2. Offer

- 2.1.** The subject of the agreement is determined by the definition of the work to be performed which is included in the written offer, including all amendments subsequently introduced after mutual consultation. Verbal promises or arrangements made by or with its personnel shall not commit Aon Global Risk Consulting until after and insofar as it has laid down these promises or arrangements in writing in its offer.
- 2.2.** The offer holds good for 60 days, unless otherwise stated therein.
- 2.3.** The agreement shall be effected after the offer made by Aon Global Risk Consulting has been confirmed in writing by the principal.

3. Interim change/rescheduling or cancellation of the assignment

- 3.1.** Any amendment or supplement to and/or extension of an agreement shall only be binding after the parties have agreed accordingly in writing.
- 3.2.** If, however, the additional costs should cause the agreed price to increase by more than 10 per cent, Aon Global Risk Consulting is entitled to dissolve the agreement without being obliged to pay any compensation to the principal in this respect. In this case, Aon Global Risk Consulting is further entitled to charge fees if it has already started performing the work.
- 3.3.** If, during the performance of the agreement, the principal should give additional orders or require alterations of the existing agreement, this will be subject to Aon Global Risk Consulting accepting these additional orders or alterations and the principal paying for any additional costs, without prejudice to the preceding provisions.
- 3.4.** Aon Global Risk Consulting is entitled, after consulting with the principal, to alter the constitution of the team of consultants assigned to carry out the agreement.
- 3.5.** Rescheduling of the performance of the assignment is only possible in mutual consultation between the parties. If the client wishes to reschedule the performance of the assignment within 10 working days before the start of the execution date, 100% of the assignment fee will be charged. If the client resumes the (unchanged) assignment within four months of the initial start date, only those costs will be charged that pertain to any adjustments to the content, insofar as reasonably necessary for the correct performance of the assignment. If the assignment is rescheduled within four weeks to 10 days before the performance date, 50% of the costs will be charged. If the (unchanged) assignment is resumed within four months, the remaining amount will be charged. Additional costs will only be charged insofar as reasonably necessary for the correct performance of the assignment. This takes place in mutual consultation between the parties.

3.6. Cancellation of the assignment is only possible within two weeks after the signing of the offer. The provisions set out in article 4.4. apply accordingly.

4. Interim termination

- 4.1.** Within the framework of articles 4.2 - 4.4, both parties are entitled to unilaterally terminate the agreement prematurely. Such termination shall be notified in writing and by registered mail.
- 4.2.** Aon Global Risk Consulting will only make use of this right if, due to facts or circumstances beyond its control, Aon Global Risk Consulting cannot in reasonableness be asked to carry out the order.
- 4.3.** If the principal fails to fulfil one or more of his obligations, or fails to perform timely or properly, if he is put into involuntary liquidation or applies for suspension of payments, in case of winding-up of the principal's company, as well as in case of attachment of his capital or part of it, Aon Global Risk Consulting is entitled to suspend the execution of the agreement or to dissolve the agreement, wholly or partly, by written statement without prior notice of default, at its option and with retention of any right to compensation of costs, damages and interest belonging to it. In such cases any debt owed to Aon Global Risk Consulting by the principal is immediately and fully due and payable.
- 4.4.** Unilateral cancellation by the principal is only allowed if the agreement contains provisions to that effect. In case of a cancellation by the principal, Aon Global Risk Consulting is entitled to continue to receive the fees established in the agreement as well as the costs incurred and a surcharge for loss of profits.
- 4.5.** It is possible for the principal to terminate the agreement unilaterally, even if the agreement does not provide for this, in the event of an attributable failing on the part of Aon Global Risk Consulting.

5. Execution of the order

- 5.1.** The agreement will be executed within the (estimated) time-limit which has been laid down in the offer after consultation with the principal, unless this should prove to be impossible to realise within the bounds of reasonableness. If the period threatens to be exceeded, this shall be communicated to the principal as soon as possible.
- 5.2.** The principal shall duly provide all information required for the execution of the agreement.

6. Rights to results

- 6.1.** The principal shall fully and freely dispose of the results of the agreement, as provided by Aon Risk Consultants to the principal, unless otherwise agreed on in writing.
- 6.2.** Aon Risks Consultants shall retain the rights belonging to it by virtue of the Copyright Act. The copyrights to reports, advice etc. made by Aon by order of the principal shall remain vested in Aon.

7. Confidentiality

- 7.1.** In connection with the fact that the conclusions and findings laid down by Aon Global Risk Consulting within the framework of the agreement are tuned to the individual case, Aon Global Risk Consulting shall:
- observe secrecy with regard to confidential information concerning the principal;
 - not allow any third parties to inspect reports and invoices submitted to the principal;
 - not name the principal as a reference without his prior consent, not even after termination of this agreement.
- 7.2.** The responsibilities arising from this article also extend to those whose services are used by Aon Global Risk Consulting during the execution of the agreement, unless in this respect other arrangements were made of which the principal has been informed.

8. Liability

- 8.1.** The results of application and use of advice given and services rendered by Aon Global Risk Consulting depend on many factors outside the latter's control. Therefore, Aon Global Risk Consulting will not be able to offer any guarantees with regard to the results of advice given and services rendered by it, although the agreement will be executed to the best of its knowledge and ability and in accordance with the requirements of proper skill.
- 8.2.** If an error is committed during the execution of the order by Aon Global Risk Consulting itself or by any third party whose services were engaged by Aon Global Risk Consulting, then the latter shall be liable to the principal for the loss or damage sustained by the principal in so far as this loss or damage is the direct result of the error committed by Aon Global Risk Consulting or by the third party called in by it.

An error shall be understood to mean: negligence, mistakes, omissions, or such errors committed during the execution of the agreement which could have been avoided under normal circumstances, with normal skill and experience and with due observance of proper care and professional conduct.

- 8.3.** No liability whatsoever, in connection with the order given to Aon Global Risk Consulting or the execution thereof, shall rest with natural persons employed by Aon Global Risk Consulting.

The principal shall be obliged to ensure that no claim of whatever nature, in connection with the agreement or the execution thereof, is submitted or substantiated other than by the principal himself against the corporate body Aon Global Risk Consulting. If, however, any natural persons employed by Aon Global Risk Consulting or called in by Aon Global Risk Consulting in connection with the execution of the agreement are sued nevertheless by the principal, they are entitled, with respect to the principal, to invoke all defences derived from the agreement and these general terms and conditions as if they were a party to the agreement.

The principal shall indemnify Aon Global Risk Consulting, as well as natural persons employed by it and third parties called in by it in connection with the agreement or the execution thereof, against all claims from third parties with regard to the execution of the agreement by Aon Global Risk Consulting, in so far as these claims differ from or exceed those to which the principal is entitled towards Aon Global Risk Consulting.

- 8.4.** Except in case of an intentional act or omission by the management of Aon Global Risk Consulting, liability of Aon Global Risk Consulting for loss of profits and consequential loss or damage shall always be excluded.
- 8.5.** In all cases where Aon Global Risk Consulting is liable to pay compensation, the amount of this compensation shall never exceed the price, which was agreed on with regard to the services which caused the loss or damage or which were connected to the loss or damage being caused.
- 8.6.** Every claim against Aon Global Risk Consulting, except for those claims admitted by Aon Global Risk Consulting, shall be barred by the lapse of twelve months after the claim has arisen, yet in any case by the lapse of twelve months after the final invoice of Aon Global Risk Consulting has been sent.

9. Price and payment

- 9.1.** The offer can be made on the basis of a 'fixed price' or on the basis of 'hours charged'. If a 'fixed price' is mentioned in the offer, this price shall be deemed to be the price agreed on. If no 'fixed price' is mentioned in the offer, the amount to be paid shall be determined on an 'hours charged' basis in accordance with the normal rates as charged by Aon Global Risk Consulting. If an 'indicative price' is mentioned in the offer, this amount shall be deemed to be merely an estimate of the costs made without any obligation.
- 9.2.** If no specific arrangements on terms of payment are stated in the agreement, the following rules shall apply:
- fixed price: 50% at the start of the assignment, 50% after the finalisation of the assignment; alternatively payment may be arranged in a number of equal instalments.
 - hours-charged basis: monthly bills payable in arrear.
- 9.3.** Unless indicated otherwise, all amounts mentioned by Aon Global Risk Consulting in the offer are exclusive of value added tax and other government levies.
- 9.4.** Unless agreed otherwise in advance and in writing, the principal shall be obliged to pay in Dutch currency within 30 days after the invoice date.
- 9.5.** Payments shall be made by the principal without any discount or setoff. The existence of any claims and/or complaints shall not release the principal from his obligation(s) to pay.

In case of any overdraft beyond the credit term, the principal shall owe an interest to Aon Global Risk Consulting on the outstanding invoice amount, which interest shall be equal to the official promissory note discount rate of the Nederlandsche Bank valid as of that moment, increased by 2%, calculated from the day(s) the payment(s) should have been made up to and including the day of payment, without any demand or default notice being required.

- 9.6.** Collection charges - both judicial and extra judicial - set at an amount of EUR 115.-- at least, as well as costs in connection with filing a bankruptcy petition shall also be charged to the principal.

10. Sundries

- 10.1.** Indien een van de partijen niet voldoet aan enigerlei essentiële verplichting uit de overeenkomst, anders dan in het vorenstaande bepaalde, zal de andere partij dienaangaande schriftelijk en aangetekend bericht zenden en de in gebreke zijnde partij gedurende een redelijke termijn in de gelegenheid stellen alsnog

haar verplichtingen na te komen. In het geval de in gebreke zijnde partij binnen de gestelde termijn haar verplichtingen niet alsnog nakomt, vervallen haar rechten uit de overeenkomst en is de andere partij niet meer gehouden enigerlei op haar rustende verplichting na te komen.

11. Disputes

- 11.1.** All disputes arising from the agreement shall be settled by the competent Court in Rotterdam, with the exclusion of any other forum, unless a dispute has been submitted to the jurisdiction of a Dutch sub district court or unless Aon Global Risk Consulting prefers any other competent court.
- 11.2.** The law of the Netherlands shall apply to all relations between Aon Global Risk Consulting and the principal.

Over Aon About Aon

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

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