

FDAG General Terms & Conditions

v2026.01.15



First Day Advisory Group

General Terms & Conditions (1)

1 Applicability

1.1 These General Terms and Conditions apply to all Engagements.

1.2 We will perform the Engagement in compliance with applicable national and international laws and regulations. We shall never be obliged to act or refrain from acting in a manner that conflicts with or is incompatible with the aforementioned laws and regulations.

2 Formation of the Engagement

2.1 The Engagement is formed at the time we receive the written agreement, setting out the Engagement, signed by both you and us, subject to the provisions of Article 2.3 below.

2.2 We reserve the right to verify the identity of the client before commencing the performance of the Engagement. Verification will take place on the basis of public and independent sources, such as the Chamber of Commerce Trade Register. We may request your cooperation in relation to identification and verification.

2.3 If we have not yet received the Engagement signed by you, the Engagement shall be deemed to have been formed subject to these General Terms and Conditions at the time we have commenced performing the Engagement at your request, provided that you have confirmed this by email.

3 Your Obligations

3.1 You shall provide us, in a timely manner and in the form and manner requested by us, with all information and documents that we require to perform the Engagement properly and on time.

3.2 You are solely responsible for the description of the Engagement and for the decisions that you make or intend to make as a result of and/or partly on the basis of our work, including management decisions within your organisation.

3.3 You warrant the accuracy, completeness and reliability of the information and documents made available to us, including where these have been obtained through or from third parties.

3.4 Any additional costs or damages resulting from a delay in the performance of the Engagement, caused by the failure to provide the requested information, documents, facilities and/or employees, or by failure to do so on time or properly, shall be for your account and risk.

4 Performance of the Engagement

4.1 All work performed by us shall be carried out to the best of our knowledge and ability, in accordance with the requirements of good professional practice. Our obligations in respect of the intended work constitute obligations to use best efforts.

4.2 We shall determine the manner in which, and the persons by whom, the Engagement is performed, taking your stated requirements into account as far as possible.

4.3 We may perform and charge you for additional work beyond the scope of the Engagement, provided that you have given prior permission for such work or where such work results from national or international laws, regulations or professional rules applicable to the Engagement.

4.4 At your request, the information made available by you will be returned after completion of the Engagement. In connection with the performance of the Engagement, we maintain our own electronic work file containing copies of documents we consider relevant, which shall remain our property. In performing the Engagement, we shall not be deemed to have access to information obtained from other Engagements that we have performed, or are currently performing, for you.

5 Confidentiality and Data Protection

5.1 Unless:

- (i) any provision of national or international law or professional regulation requires us to disclose information; or
- (ii) we, or persons affiliated with or working at or for us, act on our own behalf in disciplinary, civil, administrative or criminal proceedings in which such information may be relevant,

we and the persons engaged by us shall not disclose confidential information and personal data or provide such information to third parties other than those referred to in Article 5.2.

5.2 You agree that, in the context of:

- (i) an Engagement assigned to us by you;
- (ii) compliance with legal obligations imposed on us;
- (iii) risk management and quality review requirements; and
- (iv) internal business purposes,

we may process and share confidential information and personal data relating to you and/or persons working for, affiliated with, or connected to you, your clients or third parties, with:

Partners and/or employees of FDAG;

Where necessary, parties involved in the performance of the Engagement; and

Our insurers or legal or financial advisers.

5.3 We shall take appropriate measures to protect confidential information and personal data and shall inform third parties and employees engaged by us of the confidential nature of the information.

5.4 Unless you are subject to a legal obligation or regulation requiring disclosure, or unless we have granted prior written permission, you shall not disclose or provide to third parties any information relating to the Engagement or the content of reports, advice or other written or non-written statements issued by us.

5.5 The parties shall impose their obligations under this Article on any third parties they engage.

5.6 We are entitled to mention your name and, in broad terms, describe the work performed to our existing and prospective clients as an indication of our experience.

6 Intellectual Property

6.1 We retain all intellectual property rights in respect of intellectual creations that we use, have used, develop and/or have developed in connection with the performance of the Engagement, and in respect of which we hold or may assert copyrights or other intellectual property rights.

6.2 You are expressly prohibited from reproducing, disclosing or exploiting such creations, including, without limitation, designs, methods, advice, models, trademarks and logos.

6.3 Reproduction, disclosure and/or exploitation is only permitted with our prior written consent. You are entitled to reproduce written documents for your own internal use, insofar as this is consistent with the purpose of the Engagement. In the event of early termination of the Engagement, the foregoing shall apply accordingly.

7 Fees

7.1 If, after formation of the Engagement but before it has been fully performed, factors affecting fees, such as wages and/or prices, change, we shall be entitled to adjust the previously agreed fee accordingly.

7.2 Our fee excludes our expenses and invoices from third parties engaged by us.

7.3 All rates exclude VAT and other levies that may be imposed by government authorities and that will be passed on to you by us.

8 Payment

8.1 Payment must be made, without deduction, discount or set-off, within 15 days of the invoice date. Payment must be made in the currency specified on the invoice, by transfer to a bank account designated by us. Objections to the amount of submitted invoices do not suspend your payment obligation.

8.2 All judicial and extrajudicial debt-collection costs that we incur or have incurred in connection with your failure to fulfil your payment obligations shall be for your account.

8.3 If, in our opinion, your financial position and/or payment behaviour gives cause to do so, we shall be entitled to require you to provide, without delay, additional security in a form to be determined by us and/or to pay an advance. If you fail to provide the requested security or pay the requested advance, we shall be entitled, without prejudice to our other rights, to immediately suspend further performance of the Engagement. All amounts owed by you to us on any grounds shall then become immediately due and payable.

8.4 In the event of a jointly assigned Engagement, all clients shall be jointly and severally liable for payment of the full invoice amount to us, insofar as the work has been performed for the benefit of those joint clients.

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9 Complaints

9.1 Complaints relating to work performed and/or the invoice amount must, on penalty of forfeiture of all claims, be notified to us in writing within 30 days of the date on which the documents or information to which the complaint relates were sent, or within 30 days of discovering the defect, error or shortcoming, if you demonstrate that you could not reasonably have discovered the defect, error or shortcoming earlier.

9.2 Complaints as referred to in Article 9.1 do not suspend your payment obligation. Under no circumstances are you entitled, on the basis of a complaint relating to a particular service, to defer or refuse payment for other services provided by us to which the complaint does not relate.

9.3 In the event of a justified and timely complaint, you may choose between adjustment of the fee charged, correction or re-performance of the rejected work free of charge, or complete or partial non-performance of the Engagement, with a proportionate refund of the fee already paid by you.

10 Delivery Period

10.1 If you owe an advance payment or are required to provide information and/or materials necessary for performance, the period within which the work must be completed shall not commence until we have received payment in full or, as applicable, until the information and/or materials have been made available to us in full.

10.2 The periods within which the work must be completed shall only be regarded as strict deadlines if this has been agreed in writing in advance.

10.3 Unless it is established that performance has become permanently impossible, you may not terminate the Engagement on account of exceeding a deadline unless we also fail to perform, or fail to fully perform, the Engagement within a reasonable period notified to us in writing after expiry of the agreed delivery period.

11 Early Termination of the Engagement

11.1 The parties may terminate the Engagement at any time in writing, subject to a reasonable notice period. If the Engagement ends before it has been completed, you shall owe the fee for work performed for your benefit.

11.2 The parties may terminate the Engagement, in whole or in part, with immediate effect by written notice, without notice of default and without judicial intervention, if the other party is granted a suspension of payments, whether provisional or otherwise, if the other party is declared bankrupt, or if its business is liquidated or discontinued.

11.3 If you proceed with early termination, we shall be entitled to reimbursement of costs that we must reasonably incur as a result of the early termination of the Engagement, including costs relating to subcontracting, unless the termination is based on facts or circumstances attributable to us. If we proceed with early termination, you shall be entitled to our cooperation in transferring the work to third parties, unless the termination is based on facts or circumstances attributable to you.

12 Liability

12.1 We shall perform our work to the best of our ability and shall exercise the due care that may be expected of us. If an error is made because you have provided us with inaccurate or incomplete information, we shall not be liable for any resulting damage. Our total liability to you for any errors that would have been avoided had we acted with due care is limited to a maximum of the fee that you have paid and/or still owe for the specific work performed under the Engagement from which the error arises. This limitation of liability does not apply in the event of intent or wilful recklessness on our part.

12.2 If the Engagement is performed for the benefit of more than one legal entity or individual, the limitation of liability in relation to the Engagement shall apply jointly to all parties involved. It is for the group of legal entities or individuals involved to divide the maximum compensation payable among themselves.

12.3 You indemnify us against third-party claims for damage caused because you provided us with inaccurate or incomplete information, unless you demonstrate that the damage is unrelated to culpable acts or omissions attributable to you or was caused by our intent or wilful recklessness.

12.4 We shall not be liable for consequential, indirect or punitive damages and/or loss of profit.

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12.5 The Engagement is entered into exclusively between you and us. We reserve the right to use other parties affiliated with FDAG in performing all or part of the Engagement. The Engagement shall be performed under our sole responsibility, and you shall not hold those other parties or their employees liable, whether contractually, in tort or otherwise, in connection with the performance of the Engagement. The foregoing does not apply to damage suffered as a result of intent or wilful recklessness by such parties. The other parties and their employees may invoke the foregoing as if they were parties to the Engagement. We shall be entitled to compensation for damages and costs resulting from breach of this provision.

13 Transfer of Contract / Indemnity

13.1 You are not permitted to transfer the Engagement, or any obligation arising from it, to third parties unless we expressly agree to this in writing. We are entitled to attach conditions to such consent, which shall not be unreasonably withheld. In any event, you undertake to impose all relevant payment obligations arising from the Engagement and these General Terms and Conditions on the third party. You shall remain jointly and severally liable alongside that third party at all times for the obligations arising from the Engagement and these General Terms and Conditions.

13.2 You indemnify us against all third-party claims that may arise as a result of your failure to comply, or incorrect compliance, with any obligation arising from the Engagement and/or these General Terms and Conditions.

14 Use of the Internet

The parties may communicate with each other by email. The parties acknowledge that the use of email entails risks, including, but not limited to, distortion, delay, interception, manipulation and viruses. The parties agree that neither shall be liable to the other for any damage incurred by either of them as a result of using email. The parties shall take or refrain from taking all measures that may reasonably be expected of them to prevent the occurrence of the aforementioned risks. In the event of doubt between the parties regarding the content of an email received, the content of the email sent by the sender shall be decisive.

15 Limitation Period

Unless otherwise provided in the Engagement, your rights of action and other rights against us, on any grounds whatsoever, shall in any event lapse after six months from the date on which the damage for which we are held liable first manifested itself, and in all cases after one year from the date on which the event causing the damage occurred.

16 Waiver of Rights

Failure to immediately enforce any right or authority shall not affect or limit our rights and authorities under the Engagement. A waiver of any provision or condition in the Engagement shall only be effective if expressly made in writing.

17 Severability

If, to the extent that, by reason of fairness and reasonableness or because of its unreasonably onerous nature, any provision of the Engagement cannot be invoked, the relevant provision shall nevertheless be given a meaning that corresponds as closely as possible to its content and intent, so that it may be invoked.

18 Continuing Effect

The provisions of the Engagement that are expressly or implicitly intended to remain in force after termination of the Engagement shall remain in effect thereafter and shall continue to bind the parties.

19 Conflicting Clauses / Precedence

If these General Terms and Conditions and the written Engagement agreement contain conflicting terms, the terms set out in the written Engagement agreement shall prevail. Deviations from these General Terms and Conditions may only be made in the written Engagement agreement.

20 Applicable Law and Jurisdiction

21.1 All Engagements and negotiations between the parties shall be governed by Dutch law.

21.2 All disputes relating to Engagements between the parties shall, in the first instance, be settled by the competent court in Utrecht.

21 Definitions

a. **You, you or client:** the party for whom the Engagement is performed.

b. **Engagement:** the oral or written agreement under which we undertake to perform work for you.

c. **We, we or us:** the party to whom the Engagement has been assigned. First Day Advisory Group is a company that also uses the trade names Signifer Advisory, Intervenire, WelInvent and Men In Blue.

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