

# REFRESH INTERACTIVE B.V. GENERAL TERMS AND CONDITIONS

## 1 Definitions

- 1.1 **The Contractor:** the private limited company incorporated under Dutch law, Refresh Interactive B.V., with its registered office in Rotterdam, and/or companies or persons affiliated to this company.
- 1.2 **Client:** the legal entity or natural person that issues the contract for work.
- 1.3 **The Contract:** all agreements between Client and the Contractor for the provision of services by the Contractor for the Client.
- 1.4 **Services:** all services rendered by the Contractor that are performed in the context of a contract, including but not restricted to management consulting related to strategies, innovation, human resources policy, change processes workshops, events, and including work performed that has not been carried out at Client's express request.

## 2 Scope of application of the General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all quotations and agreements whereby the Contractor offers or provides services.
- 2.2 These General Terms and Conditions also apply to all contracts in which the Contractor involves third parties for the implementation of these contracts.
- 2.3 Deviations from these General Terms and Conditions are only applicable if and to the extent that they have been agreed to in writing between Client and the Contractor.
- 2.4 Any of Client's purchasing or other general terms and conditions are not applicable, unless the Contractor accepts these expressly and in writing.
- 2.5 If any provision of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain fully in effect. Client and the Contractor will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the original void or voided provision will be taken into account as far as possible.
- 2.6 These General Terms and Conditions also apply to additional and subsequent contracts commissioned by Client.

## 3 Formation of the Contract

- 3.1 Unless otherwise indicated, all quotations drawn up by the Contractor are subject to confirmation without obligation and are applicable for 30 days. The Contractor is only bound to a quotation after it has been accepted by Client without reservation or amendments, and it has been confirmed with the Contractor within the prescribed term of validity.
- 3.2 All prices quoted are excluding value added tax (VAT) and other levies imposed by the government.
- 3.3 All prices stated in the Contractor's quotation are subject to typing and calculation errors.
- 3.4 The Contract comes into effect through the acceptance by Client of the quotation, offer or contract sent electronically by the Contractor.
- 3.5 If Client has requirements that the Contractor can reasonably consider to be an amendment or addition

to that stated in the quotation or the Contract (which includes a delay or extension to the project that can be attributed to Client) and that increase the amount of work that the Contractor has to perform under this Contract, then these requirements constitute contract extras. These contract extras will be quoted separately.

## 4 Implementation of the Contract

- 4.1 All contracts constitute for the Contractor an obligation to perform to the best of its ability whereby the Contractor will discharge its obligations with the utmost care and necessary expertise to the best of its ability.
- 4.2 The Contract between Client and the Contractor is entered into for an indefinite period, unless the nature of the Contract dictates otherwise or if the Parties expressly agree otherwise in writing.
- 4.3 The Contract will be considered to have ended when the goods or services required under it have been provided on both sides.
- 4.4 If a term has been agreed for the completion of certain activities by the Contractor, then this is a final deadline, unless otherwise expressly agreed. Exceeding the agreed term in this case does not constitute an attributable breach in performance on the part of the Contractor. Client can therefore not terminate the Contract for this reason and is not entitled to compensation. If the agreed term is exceeded, Client may set a new and reasonable term within which the Contractor must implement the Contract. Exceeding this new term can provide Client with a basis for terminating the Contract.

## 5 Termination of the contract

- 5.1 The Contractor is entitled to terminate the Contract, with immediate effect and without recourse to the courts, and by means of a written notification of this to Client, if Client and/or a participant remains or remain in default of the payment of the invoice sent by the Contractor within 14 days of a written demand.

## 6 Cancellation conditions for workshops/events

- 6.1 Client and/or a participant is/are entitled to cancel in writing participation in or the contract for a workshop or event. Cancellation may be done free of charge up to four (4) weeks prior to the first day of the planned activity. If a cancellation is made in less than four (4) weeks prior to the first day of the planned activity, Client and/or the participant are obliged to pay 100% of the amount agreed for the activity or activities. Client and/or a participant may allow another participant to take part in the activity instead of the one who enrolled provided the Contractor is informed in good time and provided this is appropriate to the target group. Replacement after the start of the activity is only possible after written permission from the Contractor.

## 7 Address and name changes

- 7.1 Client must inform the Contractor in writing about a change of address ten (10) working days before this change of address becomes effective. The Contractor

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is not liable for any consequences of not passing on a change of address in time.

- 7.2 If Client is a legal entity, it is obliged to inform the Contractor in writing about any relevant changes to the company, such as the name or legal form.
- 7.3 Notification of the aforementioned changes may only take place in writing and will only apply from the time that the Contractor has confirmed the change or changes.

### 8 Intellectual property rights

- 8.1 The Contractor is the owner of the intellectual property rights related to the products and/or services provided to Client by it in the context of the Contract or used by it in the context of this Contract.
- 8.2 Client is not entitled to use these products and/or services of which the Contractor is the intellectual property rights owner without the express written permission of the Contractor, other than for the purposes of the Contract.
- 8.3 The Contractor is entitled to use the knowledge acquired through the implementation of the activities for other purposes, insofar as no confidential information is disclosed to third parties, and provided it cannot be traced back to individual clients.

### 9 Retention of title

- 9.1 All services and/or work provided by the Contractor in the context of the Contract remain the property of the Contractor until such time as Client has properly fulfilled all the obligations under the contract(s) entered into with the Contractor.
- 9.2 The services and/or work provided by the Contractor that fall under the retention of title pursuant to paragraph 1 of this article may not be sold on and may never be used as a means of payment. Client is not entitled to pledge or to encumber in any other way any services and/or work falling under the retention of title.
- 9.3 Client must at all times do what can reasonably be expected of it to safeguard the Contractor's property rights.
- 9.4 If third parties attach services and/or work supplied under retention of title, or want to establish or enforce rights to it, then Client is obliged to inform the Contractor of this immediately.
- 9.5 Client is obliged to insure and keep insured services and/or work supplied under retention of title against fire, explosion and water damage, and theft, and to provide the Contractor with a copy of the policy for inspection immediately on request. The Contractor is entitled to any insurance payment that is paid out. To the extent that it is necessary, Client undertakes in advance to cooperate with the Contractor for anything that is or may be necessary or desirable in this context.
- 9.6 If the Contractor wishes to exercise the retention of title stipulated in this article, Client hereby gives its unconditional and irrevocable permission to the Contractor, or a third party appointed by it, to enter all

locations where the Contractor's property is located and to take back these services and/or work.

### 10 Payment terms

- 10.1 Client owes the fee resulting from the Contract entered into with the Contractor.
- 10.2 Payment will be made either on the basis of an invoice, or by direct debit. Payments must always be made by way of a (monthly) advance, prior to the work taking place, without deductions, offsetting or suspension for any reason whatsoever.
- 10.3 If the Contractor uses direct debit as a payment method, Client will automatically collect the sum due from the bank account provided. The Contractor is responsible for the accuracy of the bank details provided, including but not restricted to the account number and the name details.
- 10.4 If the Contractor uses direct debit as a payment method and has the payment reversed, the Contractor will be owed administration costs.
- 10.5 If there are several clients, each client is jointly and severally liable to the Contractor for payment of the total invoice amount if the services are to be carried out on behalf of all these clients.
- 10.6 Payments made by Client will first go towards settlement of costs owed, and then secondly towards invoices due and payable that have been outstanding the longest, even if Client expressly states that the settlement pertains to a later invoice.
- 10.7 If Client objects to the amount of an invoice, it must inform the Contractor of this in writing within seven (7) days of the invoice date, at the risk of forfeiture. The submission of the objection will not suspend Client's payment obligation.

### 11 Collection costs

- 11.1 If Client does not pay the amount owed in good time after a written demand, the Contractor will pass on the claim for collection in accordance with the stipulations of the following two provisions (a, b).
- 11.2 If extrajudicial costs have to be made to collect the outstanding claim against Client, the Contractor is entitled to extrajudicial collection costs of 15% of the principal amount owed, with a minimum of € 100.
- 11.3 The Contractor is at all times entitled to demand an (additional) security in the form of, for example, a deposit, security payment or bank guarantee. The Contractor will in any event require security if it may reasonably doubt, on the basis of facts or circumstances, that Client can or will be able to meet its payment obligations; or if Client owes an unusually high amount of usage-based costs within a short period of time; or if Client uses the content or other services of third parties for the service and/or additional service for which high amounts are owed; or if it/he/she has no fixed place of business/domicile/residence in the Netherlands or no longer has a fixed place of business/domicile/residence in the Netherlands.

### 12 Duty of confidentiality

- 12.1 In their dealings with third parties, the Parties have a duty not to disclose any confidential information that they have acquired from each other and/or others in the context of the Contract. 'Confidential information' in any event includes information that one of the parties has stated is confidential or information for

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which it can be reasonably assumed that it is deemed confidential.

- 12.2 The Contractor will ensure that the employees and third parties engaged for a contract will also comply with the duty of confidentiality.
- 12.3 These obligations remain in place after the termination of the Contract regardless of the reason for the termination, and for as long as the Party providing the information can reasonably claim the confidential nature of the information.

### 13 Limitation and/or exclusion of liability

- 13.1 The Contractor is only liable to Client for damages due to what could be considered serious attributable breach in the fulfilment of the Contract if the Contractor does not exercise due care and apply the required expertise when implementing the Contract.
- 13.2 If it is demonstrated that the damages referred to in paragraph 1 of this article are due to deliberate intent or gross negligence on the part of the Contractor, the compensation owed on these grounds will be limited to the principal sum of the services rendered and the amounts invoiced in this regard, but never more than what the Client owes or has paid the Contractor in the previous six months, up to a maximum of € 25,000 (excl. VAT).
- 13.3 The Contractor is not bound to pay compensation for indirect damages suffered by Client, including but not restricted to consequential damages, loss of profit, physical injury, damages/defacement of property and equipment, and damage as a consequence of business interruption.
- 13.4 The Contractor will exercise due care when engaging third parties that are not working for its organisation. The Contractor disclaims liability for serious shortcomings towards Client or for any errors or shortcomings of these third parties. In this case, Client is obliged to hold the third parties who have been engaged liable itself and to recover any damages from these third parties itself.
- 13.5 Client indemnifies the Contractor against all third-party claims (such as damages and lawsuits) that are related to the implementation of the Contract between Client and the Contractor, unless these claims are due to deliberate intent or gross negligence on the part of the Contractor.

### 14 Force majeure

- 14.1 The Contractor is not obliged to fulfil any of its obligations towards Client if it is obstructed in this as a consequence of circumstances that are not its fault, nor if it is not accountable by law, a legal act or according to generally accepted standards.
- 14.2 In addition to what it is understood to mean under the law and according to legal precedent, in these General Terms and Conditions 'force majeure' is understood to mean: all external causes, whether anticipated or not, over which the Contractor cannot exert influence, and as a result of which it cannot fulfil its contractual obligations. Work strikes in the Contractor's company or the company of third parties are included in this. The Contractor is entitled to appeal to force majeure if the circumstances that obstruct fulfilment, or the continued fulfilment, of its obligations commence after it should have fulfilled its commitment.
- 14.3 The Contractor is entitled to suspend obligations under the contract during the period that the circumstances

beyond its control continue. If this period lasts longer than two months, either of the Parties is entitled to terminate the Contract without any obligation to pay damages to the other Party.

- 14.4 Insofar as the Contractor has already partly fulfilled part of its obligations under the Contract or will be able to fulfil these obligations at the time the circumstances beyond its control arise, and the fulfilled obligations or obligations to be fulfilled have an independent value, the Contractor is entitled to invoice separately for the already fulfilled or partly fulfilled portion. Client is obliged to pay this invoice as though it were under a separate contract.

### 15 Limitation period

- 15.1 Notwithstanding the provisions of statutory limitation periods, the limitation period for all claims and defences against the Contractor and third parties engaged by the Contractor in the implementation of a contract is one year.
- 15.2 The provisions of paragraph 1 do not apply to lawsuits and defences that are based on facts that would justify the assertion that the products delivered fail to comply with the Contract. Such claims and defences lapse after a period of two years after Client has informed the Contractor of such non-compliance.

### 16 Dispute resolution and applicable law

- 16.1 All contracts and legal acts between Client and the Contractor are governed by Dutch law.
- 16.2 The Parties will only appeal to the court after they have done their utmost to settle the dispute through mediation.
- 16.3 The competent court in the Contractor's place of business has jurisdiction, to the exclusion of others, to hear disputes.
- 16.4 The most recently filed version of the General Terms and Conditions always applies or the version as it applied at the time of the conclusion of the Contract.
- 16.5 The Contractor is entitled to amend the General Terms and Condition and to declare the amended General Terms And Conditions to be applicable to existing contracts.
- 16.6 If the Contractor declares the amended General Terms and Conditions to be applicable to existing contracts, the Contractor will announce the amendments in good time. The amended General Terms and Conditions will enter into force 31 days after the written announcement unless a later date is stated in the announcement.
- 16.7 If Client does not wish to accept an amendment to the General Terms and Conditions, it is entitled to terminate the Contract on the date on which the amended conditions enter into force. Client must notify the Contractor of the termination as soon as possible, but no later than two (2) weeks after the written announcement of the amendment.

### 17 Location and amendments to the terms and conditions

- 17.1 These General Terms and Conditions are filed with the Chamber of Commerce.
- 17.2 The most recently filed version of the General Terms and Conditions or the version as it applied at the time

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of the establishment of the legal relationship with Client always apply.

- 17.3 The Dutch text of the General Terms and Conditions is always determinative for its interpretation.