

## 1. GENERAL

In the General Terms and Conditions, the following terms shall have the following meanings:

- Client: the party placing the order.
- Contractor: CoThink bv
- Assignment or Agreement: the agreement of assignment whereby the Contractor undertakes vis-à-vis the Client to perform work or services.

## 2. APPLICABILITY

2.1 These general terms and conditions apply to all services provided by the Contractor to the Client. This includes all agreements with Contractor concerning participation in or assignments to provide courses, trainings and all other forms of education, facilitations, as well as all assignments to provide advice in the broadest sense of the word and all legal acts under which Contractor supplies goods and/or services of any nature to Principal.

2.2. The applicability of the Client's General Terms and Conditions is expressly rejected by the Contractor.

## 3. CREATION OF THE AGREEMENT

3.1 The Agreement is formed by these general terms and conditions together with an order confirmation.

3.2. The Agreement will be concluded either by a registration or application form signed by the Client, or by an order confirmation signed for approval by the Client, or by a written confirmation by the Contracted Party of a request made by the Client by telephone or verbally.

3.3 The Agreement will be concluded at such time as the order confirmation and/or registration form signed by the Client has been returned to the Contracted Party.

3.4 An offer created by Contractor is only valid for the period stated in the offer with a maximum of 4 weeks, after which the offer will lapse.

3.5 An offer is exclusive of travel and accommodation expenses incurred by Contractor, unless otherwise agreed in the agreement. All quotations and rates of the Contractor are exclusive of VAT.

3.6. Quotes from Contractor are based on information provided by Client. The Client warrants that it has provided the Contractor with all information that is essential for the set-up and execution of the Assignment.

## 4. COOPERATION BY THE CLIENT

4.1 The Client shall ensure that all information and documents which the Contractor believes to be necessary for the correct and timely execution of the assignment are made available to the Contractor on time, in the form and manner desired by the Contractor.

4.2. The Client is responsible for the accuracy, completeness and reliability of the information and Documents made available to the Contractor, even if they originate from third parties.

4.3. The Contractor has the right to suspend the execution of the Agreement and to charge the Client for the costs arising from the delay if the Contractor does not require all the information and documents that the Contractor requires in accordance with the judgement for the correct and timely execution of the assignment, on time and in the form and manner desired by the Contractor.

4.4. If the performance of the Assignment requires the support or cooperation of employees of the Client, the Client will make such employees timely available to the Contractor.

## 5. EXECUTION OF THE ASSIGNMENT

5.1 All activities carried out by Contractor shall be performed to the best of his knowledge and ability in accordance with the requirements of good craftsmanship. Contractor is bound by a best-efforts obligation regarding the intended activities.

5.2 Contractor shall make every effort to execute the Assignment within the

agreed time. However, the performance of the Assignment may be affected by circumstances beyond the control of the Contractor, such as sudden unavailability of facilities, trainers and consultants. The time and/or date agreed for the execution of the assignment shall therefore always be approximate.

5.3 If the Client wishes to involve third parties in the execution of the assignment, it shall only do so after agreement with the Contractor, as the direct or indirect involvement of third parties in the execution of the assignment may significantly affect Contractor's ability to execute the assignment correctly.

5.4. Contractor has the right to replace the deployed consultants/trainers. The Contractor shall make every effort to deploy a replacement of the same level to guarantee the continuity and quality of the Assignment as far as possible.

## 6. CONFIDENTIALITY

6.1 Contractor is obliged to maintain confidentiality with third parties in respect of confidential information obtained from the Client.

6.2 Without prior written permission from Contractor, Client shall not disclose to third parties the contents of reports, recommendations or any other statements made by Contractor, whether or not in writing, or communicate the methods of Contractor.

## 7. INTELLECTUAL PROPERTY

7.1 Contractor reserves all intellectual property rights in respect of products he uses or has used and/or develops and/or has developed in the context of the execution of the agreement, in the context of the execution of the agreement, and in respect of which he has or may enforce copyright or other right of intellectual property.

7.2 The Client is explicitly forbidden from reproducing, publishing or exploiting such products, including brochures, computer programs, project materials, quotations, training materials, reports, proposals and other intellectual products of Contractor, all in the broadest sense of the word, with or without the involvement of third parties. Duplication and/or publication and/or exploitation are only permitted after obtaining written permission from Contractor.

## 8. FEE

8.1 If after the creation of the Agreement, but before the Assignment has been fully performed, factors determining fees, such as wages and/or prices, are subject to change, Contractor shall be entitled to modify the previously agreed fee accordingly.

8.2 The Contractor's fee is exclusive of the Contractor's expenses and exclusive of expense claims submitted by third parties engaged by the Contractor.

8.3 All fees are exclusive of VAT and other government levies.

## 9. PAYMENT

9.1 Payment by Client must be received by Contractor within 14 days of the invoice date. Payment shall be made into a bank account to be indicated by Contractor. Objections to the amount of the invoices submitted do not suspend Client payment obligation. Objections concerning the content of the invoice must be received by Contractor within 8 days of the invoice date.

9.2 Payment for participation in a training or other form of education provided as a Public Session must be received by Contractor no later than 14 days before the start of the training, failing which Contractor reserves the right to deny the participant participation in the training.

9.3 If the term specified under 1 is exceeded, Principal is due the statutory interest on the amount of the invoices as of that date. In addition, all costs of collection after the Customer is in default, both extrajudicial and judicial, shall be borne by the Client. The extrajudicial costs are set at a minimum of 15% of the principal and interest, without prejudice to the Contractor's right to claim the actual extrajudicial costs exceeding this amount. Judicial costs include the

full costs incurred by Contractor, even if they exceed the liquidation rate.

9.3 If, in the opinion of Contractor, the financial position and/ or payment history of Client gives cause to do so, Contractor is entitled to require Client to immediately provide (additional) security in a form to be determined by Contractor and/ or to make an advance payment. If the Client fails to provide the requested security, Contractor shall be entitled, without prejudice to its other rights, to suspend the further performance of the Assignment with immediate effect and all amounts payable by the Client to Contractor on any basis whatsoever shall become due and payable forthwith.

9.4 Contractor has the right to refuse participation of the Client or any participant designated by the Client in a training if the Client has not fulfilled his payment obligation on time.

## 10. ADJUSTMENT OF THE ORDER

10.1 The Contractor and the Client have the right to discontinue the performance of the Assignment if the performance of the Assignment is made considerably more difficult or impossible due to a change in circumstances. In the event that circumstances arise during the execution of the Assignment that make it necessary to adjust the Assignment, the Client and the Contractor will reasonably consult about adjusting the Assignment.

## 11. CANCELLATION

11. The Client and the Contractor shall be entitled to terminate the Order prematurely if and to the extent that either party is able to demonstrate that the performance of the originally agreed Assignment has become substantially more difficult or impossible due to compelling reasons and that completion of the Assignment cannot reasonably be required. All this must be effected by registered letter with one month's notice, unless reasonableness and fairness dictate otherwise.

11.2 Either party may terminate the Assignment by registered letter (prematurely) without observing a notice period if the other party is unable to pay its debts, if a receiver, administrator or liquidator has been appointed, if the other party is subject to debt rescheduling, or if it ceases its activities for any other reason or if the other party deems it reasonable to assume that one of the above circumstances applies to it or if a situation has arisen that justifies immediate termination in the interest of the party terminating the Assignment.

11.3 If the Client has effected (premature) termination, Contractor is entitled to amend for all work performed and costs incurred up to that point, or to attend compensation for the loss of capacity utilization incurred by Contractor and which can reasonably be attributed to it, as well as additional costs which it reasonably incurs as a result of premature termination of the Agreement. If the Contractor terminates the Agreement (prematurely), the Client is entitled to transferring the work to third parties from the Contractor, unless the termination is based on facts and circumstances that are attributable to the Client.

## 12. CANCELLATION OF TRAINING

12.1. The Client has the right to cancel participation in the Agreement of a training by notice through a registered letter before starting of the training.

12.2. If the cancellation is received by Contractor not later within one month before the start of the training, the Client shall owe 25% of the agreed fee, plus all additional costs incurred by Contractor.

12.3. If the cancellation is received by the Contract within less than one month before the start of the training, the Principal owes the full agreed fee plus all additional costs incurred by the Contractor.

12.4. If Client, or any participant designated by Client, terminates the participation after the start of the training or otherwise does not participate in the training, the Client shall not be entitled to a refund.

12.5 Contractor has the right to cancel a training without giving any reasons, or to refuse the participation of any third party designated by the Client in such training, in which cases the Client is entitled to a refund of the full fee paid for

the training or the fee paid to Contractor for the participation of the third party.

## 13. LIABILITY

13.1 Contractor shall perform its activities to the best of its knowledge and with the care that may be expected of Contractor.

13.2 If an error is made because Client provided Contractor with inaccurate or incomplete information, Contractor shall not be liable for any resulting damage. The damage incurred by Contractor as a result of the use of the incorrect information shall be borne by Client.

13.3 Contractor shall not be liable to Client for any damage caused by or in connection with the Agreement. If the Client proves that it has suffered damage as a result of an error by Contractor which would have been avoided if diligence had been exercised, Contractor shall be liable for such damage up to a maximum of the amount received by Contractor for its work in the context of the Agreement. In the case of Assignments with a duration of more than three months, liability shall be limited to a maximum of the amount that the Contractor will have received over the last three months.

13.4 Client shall indemnify Contractor against claims from third parties for damages. The application, use and publication of advice, reports and materials of Contractor is entirely at the risk of the Client.

13.5 Contractor shall only be liable for an attributable breach in the performance of an Assignment if Client gives Contractor immediate and proper notice of default, setting a reasonable time period in which to remedy the breach and if Contractor continues to fail attributable in the performance of its obligations even after that period. The notice of default must contain as detailed a description as possible of the breach, which will enable the Contractor to respond adequately.

## 14. APPLICABLE LAW

14.1 All Agreements and Assignments between the Client and the Contractor are governed by Dutch law.

14.2 All disputes relating to the Agreements between the Client and the Contractor will be settled by the competent court in the district where the Contractor has its registered office.