

General Terms and Conditions

Engagement Builders B.V. is a private limited liability company registered in the Commercial Register under number 91785693 ("Engagement Builders"). These general terms and conditions apply to all services provided by Engagement Builders. The clients of Engagement Builders are hereinafter referred to as "Client" and Engagement Builders and Client together as "Parties".

1. Assignment

When the Client engages Engagement Builders, parties enter into a service agreement. This assignment contains at least a description of the assignment, the expected duration of the work and the applicable fees.

2. When is the assignment established?

An assignment is established when the service agreement has been signed by both parties or when Engagement Builders sends a written confirmation to the Client. This applies unless the Client notifies Engagement Builders in writing by return of post, and at the latest within 5 calendar days after the date of confirmation, that the confirmation contains an incorrect representation of what was agreed.

3. Execution of the assignment

In certain cases, Engagement Builders will engage one or more third parties (auxiliary persons) in the execution of an assignment. This will always be done in consultation. Engagement Builders may execute an assignment in different phases. Engagement Builders may suspend the execution of parts per phase until the results of the previous phase have been approved in writing.

4. Amendment of the assignment

If it appears that an assignment must be amended for proper execution, Parties will always do this in consultation. Parties will in any case consult if the scope of an assignment changes substantially or if a difference of opinion is established. Any amendments agreed between Parties become effective after they have been sent in writing by Engagement Builders to the Client. This applies unless the Client notifies Engagement Builders in writing by return of post, and at the latest within 5 calendar days after the date of confirmation, that the confirmation contains an incorrect representation of what was agreed.

5. Fees and payment term

Engagement Builders applies a payment term of thirty days after the invoice date. If the Client does not pay on time, the Client is in default by operation of law and the Client owes statutory (commercial) interest. The full claim on the Client is immediately due and payable if:

- a) the Client exceeds a payment term
- b) the Client is declared bankrupt or granted a suspension of payments
- c) the Client (company) is dissolved or liquidated
- d) the Client (natural person) is placed under guardianship or passes away

Engagement Builders is entitled to invoice based on advance declarations and/or to invoice in installments.

6. Suspension and dissolution

Engagement Builders is entitled to suspend an assignment if:

- the Client is, in the opinion of Engagement Builders, not sufficiently creditworthy for the fulfillment of their obligations
- the Client has not provided the required information to Engagement Builders in time

Upon suspension, Engagement Builders is entitled to:

- demand security from the Client for the fulfillment of their obligations
- charge the costs arising from the delay

If fulfillment is permanently impossible, Parties can dissolve the part that has not yet been fulfilled.

7. Force majeure

In the event that the work of Engagement Builders unexpectedly cannot proceed due to illness or other circumstances, the Client is not entitled to dissolve the agreement. Engagement Builders will then look for a solution, such as replacement or rescheduling of the training, in consultation with the Client. If the period of force majeure lasts longer than 30 days, Parties are entitled to dissolve the agreement without Parties being obliged to compensate each other for damages.

8. Extension and termination of the assignment

An assignment ends by operation of law when the term has expired or the assignment has been completed, unless Parties jointly decide otherwise. In case of an extension, an assignment is continued under the same conditions unless otherwise agreed in writing. Engagement Builders may terminate an assignment in writing with a notice period of one month. Termination with immediate effect and without judicial intervention is permitted by Parties if the other party fails to fulfill an assignment. This applies unless the negligent party, after being demanded in writing, still fulfills their obligations within 14 days after the sending of this demand.

Engagement Builders can terminate an assignment immediately without a notice period, and without Engagement Builders being obliged to pay compensation, if:

- (a) the Client exceeds a payment term
- (b) the Client is declared bankrupt or in suspension of payments
- (c) the Client (company) is dissolved or liquidated
- (d) the Client (natural person) is placed under guardianship or passes away
- (e) another circumstance occurs through which the Client can no longer freely dispose of their assets

9. Liability

The liability of Engagement Builders in connection with an assignment, including assignments arising from an assignment and amended assignments, is always limited to the amount paid out in the relevant case by the liability insurance of Engagement Builders. Any liability of Engagement Builders is limited to a maximum of € 2.500.000 per

event or series of related events, whereby a series of related events is considered as one event.

The Client indemnifies Engagement Builders and auxiliary persons engaged by it and, if necessary, holds Engagement Builders harmless for all claims from third parties related to an assignment. The limitation period for all claims and defenses against Engagement Builders is one year.

10. Confidentiality

Parties are obliged to maintain confidentiality regarding all confidential information, unless there is a legal duty or professional duty of disclosure. Information is classified as confidential if this has been communicated by the other party or if this follows from the nature of the information. This obligation applies both during the term of an assignment and after the termination of an assignment.

All documents provided by Engagement Builders, including but not limited to reports, advice, designs, sketches, drawings and software, are intended solely for the Client's own use. The Client is not entitled to reproduction, disclosure or making these available to third parties without prior written consent from Engagement Builders.

11. Intellectual property rights

All intellectual and industrial property rights regarding an assignment that have been (partly) developed or contributed by Engagement Builders prior to or during an assignment rest with Engagement Builders.

12. Final provisions

Deviations from these general terms and conditions can only be made in writing. In the event that these general terms and conditions and an assignment contain conflicting conditions, the conditions included in the assignment shall prevail.

If part of this agreement is void or voidable, this does not change the validity of the rest of this agreement. The void or voided part will be replaced by Parties with provisions that correspond as much as possible to the purpose and intent of the void or voided part. Dutch law applies to these general terms and conditions and every assignment. Any disputes arising from these general terms and conditions and every assignment will be submitted to the District Court of Amsterdam.