

## Terms and Conditions

### 1. General

- 1.1 These General Terms and Conditions apply to all instructions to and all offers and agreements to which Twinxter or persons acting for or on behalf of it are party, hereinafter referred to as the 'contractor', unless expressly agreed otherwise in writing.
- 1.2 The activities of the contractor, which may lead to an agreement with the contractor, consist of all work performed by or on behalf of the Contractor, hereinafter to be referred to as consultancy and/or training. These comprise (a non-exhaustive list)
- Consultancy, coaching and advising on (business agile) projects and processes
  - Provision of training and courses
- 1.3 All offers are without obligation. Any purchase or other conditions of the other party, hereinafter referred to as the 'client', do not apply unless they have been expressly accepted in writing by the contractor.

### 2. Entering into an agreement

- 2.1 These general terms and conditions apply to all activities of the contractor. If the client agrees to a consultancy and/or training, the contractor assumes agreement to the general terms and conditions, unless explicitly stated otherwise by the client. In case of doubt, the general terms and conditions of this document will apply.
- 2.2 These terms and conditions will not be deviated from, unless explicitly agreed upon in writing by the client and the contractor.
- 2.3 The obligations of the contractor never go beyond what is included in these terms and conditions or confirmed by it in writing.

### 3. Offers and conclusion of the agreement

- 3.1 All offers made by contractor are free of obligation and valid for 14 days after the date of the offer, unless explicitly stated otherwise in writing. If the client has not accepted the offer within the aforementioned period, the offer will lapse. After expiry of the offer, the contractor is entitled to amend the offer.
- 3.2 Upon commencement of the consultancy and/or training, the client must provide all relevant information to the contractor upon request. By agreeing to a consultancy and/or training, the client declares to have understood this and to guarantee that this has been done.
- 3.3 An agreement is concluded at the moment that the client agrees to the proposal made by Twinxter, either orally, in writing or digitally.

#### **4. Cooperation by the client**

- 4.1 The client shall always timely and appropriately provide the contractor with all useful and necessary materials, data, information or access to relevant persons for the proper fulfilment of the agreement.
- 4.2 The client warrants the accuracy, completeness and reliability of the information supplied to the contractor, even if it originates from third parties.
- 4.3 The client shall ensure that workspace and/or work facilities are made available for the proper fulfilment of the agreement with appropriate facilities, if so required.
- 4.4 If the client fails to fulfill the obligations described under this Article (4), Twinxter remains the right to either temporarily or permanently suspend execution of the assignment and/or to charge the extra costs resulting from the delay to the client according to the then applicable rates.

#### **5. Execution**

- 5.1 In the execution of the agreement, the contractor assumes a best-efforts obligation and will execute this agreement to the best of his knowledge and ability in accordance with the requirements of good craftsmanship.
- 5.2 When executing the agreement, the contractor shall take into account as much as possible the reasonable and timely wishes of the client, provided that this, in the opinion of the contractor, is conducive to the proper execution of the agreement.
- 5.3 If and in so far as required for the proper performance of the agreement, the contractor will be entitled to have certain activities performed by third parties, or to have itself assisted or replaced in any other way by third parties, and these General Terms and Conditions will also apply to and be applied to the activities of such third parties.
- 5.4 Twinxter can change the composition of the team involved in the project, in consultation with the client. A change can take place if this is necessary for an adequate execution of the assignment, or if one or more members of the project team is/are no longer able to be part of the team. The change may not be at the expense of the quality of the services to be provided and the progress of the assignment.

#### **6. Fees and payment**

- 6.1 Invoices for training and/or courses must be paid prior to the commencement of the training and/or course.
- 6.2 In the case of consultancy services, the client must pay Twinxter's invoice within 30 days of the invoice date. If the client does not pay the amount due within the stated period, it will be in default, without the need for a specific notice. The client shall in

that case be liable for the relevant statutory interest from the time that the client is in default until the date of payment of the full amount. If payment is not made within one month, Twinxter may suspend execution of the assignment until payment has been made in full.

- 6.3 If the client fails to pay the amounts due or to fulfil any of its obligations, Twinxter will be entitled to assign the claim to external parties, in which case all costs incurred to obtain satisfaction, both judicial and extrajudicial (the latter fixed at 15% of the amount due), will be at the expense of the client. The client shall also owe interest on the collection costs due. This is without prejudice to Twinxter's right to claim the actual total costs. If the agreement is entered into by more than one client, all clients shall be jointly and severally liable for the performance of the obligations set forth in this Article (6).
- 6.4 No refunds will be made in the event of cancellation, termination or modification of the assignment by the client, after confirmation of the assignment by the contractor, or after the consultancy and/or training course has commenced.
- 6.5 If the client objects to an invoice from the contractor, the client must give notice of this within 14 days of the date of the invoice. The client has 14 days after the date of the invoice in which to substantiate this objection in writing to the contractor. If the client has not complied with the above, the client will be deemed to have accepted the invoice.

## **7. Changes to the agreement and/or extra work**

- 7.1 The client accepts that the duration as well as the costs of the assignment may be affected if parties timely and mutually agree upon modifying and/or extending the approach, method or scope of the assignment. If adjustment of the assignment is the result of requests and/or actions of the client and/or other circumstances that can be attributed to the client, Twinxter may charge any additional work resulting from this on the basis of its usual rates as an additional or separate agreement.

## **8. Force majeure**

- 8.1 In the event of force majeure, the delivery obligations and other obligations of the contractor will be suspended. In that case, the contractor is obliged to deliver as soon as this is reasonably possible. Force majeure will be understood to mean unforeseen circumstances with regard to persons and/or materials, including the premises which the contractor uses or tends to use during the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so objectionable and/or disproportionately expensive that the contractor cannot reasonably be expected to comply with the agreement promptly. If, when the force majeure arises, the contractor has already partially fulfilled its obligations, the contractor will be entitled to separately invoice that which has already been delivered and the client will be obliged to pay this invoice as if it concerned a separate transaction.

## **9. Confidentiality**

- 9.1 Content-related information from the consultancy or training will only be disclosed and shared with others if the client has given his explicit consent.

- 9.2 It is not permitted to make (audio or video) recordings, other than after prior consultation and agreement between the contractor and the client and with the permission of those present during the consultancy or training.

## 10. Liability

- 10.1 The total liability of the contractor on account of attributable failure in the performance of the agreement is limited to compensation for direct damage up to a maximum of the amount of the order declared up to the moment of the failure.
- 10.2 The contractor's liability on account of attributable failure to execute the agreement will only arise if the client immediately and properly gives the contractor notice of default in writing, stipulating a reasonable period in which to remedy the failure and if the contractor continues to fail attributable in the performance of its obligations even after that period.
- 10.3 The contractor is not liable for any damage caused by the fact that the client has failed to provide in due time necessary and correct materials, data, information or access to relevant persons which the contractor, in its opinion, requires for the proper fulfilment of the agreement.
- 10.4 Contractor is not liable for loss or theft of or damage to personal property and/or injury incurred during consultancy and/or training or as a supposed consequence thereof.
- 10.5 Apart from the liability referred to in article 10.1, the contractor is not liable for damages towards the client and/or third parties, regardless of the ground on which an action would be based.

## 11. Cancellation

- 11.1 The Client is entitled to cancel training courses free of charge up to 6 weeks before the start of the training course. Cancellation must be made in writing. If cancelled within 6 weeks before the start of the training, the following costs will be charged:
- 42 to 15 days before the training: 50% of the invoice amount
  - Less than 14 days prior to the training: 100% of the invoice amount
- 11.2 The contractor reserves the right to cancel agreements in whole or in part if compliance can no longer reasonably be required of the contractor. In such cases, the contractor must notify the client of the cancellation in writing. The client is not entitled to claim compensation in such cases. If applicable, payments to the client will be refunded, unless the cancellation is attributable to the client.

## 12. Early termination of the agreement

- 12.1 In consultancy cases or alike, parties both have the right to prematurely terminate the agreement in writing if and insofar as it is demonstrated that the implementation of the original agreement has become impossible to execute, and completion of the agreement cannot reasonably be expected. In case of termination of the agreement, for whatever reason, the client will fully reimburse all work performed by Twinxter under the agreement up to that time. All invoices already sent to the client remain payable in full and become immediately due and payable upon termination of the agreement. If the client terminates the agreement, he is also obliged to pay Twinxter any damage, consisting of loss of profit.

- 12.2 In the case of liquidation, strike, bankruptcy, attachment or suspension of payments of one of the parties, the other party has the right to terminate the Agreement without notice. If the foregoing applies to the principal, Twinxter's claims against the principal shall become immediately due and payable subject to the conditions set out in this Article (12).

### **13. Rescheduling of Sessions**

- 13.1 A request for rescheduling of a program and/or session must be submitted in writing (via e-mail) by the client. The date of sending the e-mail is considered the date of request.
- 13.2 Rescheduling of group sessions, team meetings and/or projects: A planned group session or team meeting can be rescheduled free of charge by the client up to 10 working days prior to the start of the session, whereby the rescheduled session must fall within 3 months of the originally scheduled date. If this request is made less than 10 working days before the session, and / or the rescheduled session takes place later than the aforementioned period of 3 months, Twinxter is entitled to charge the session immediately or based on recalculation, including any preparations already made.
- 13.3 Rescheduling of individual sessions: A planned individual session can be rescheduled free of charge by the client up to 3 working days before the start of the session, whereby the rescheduled session must fall within 3 months of the originally scheduled date. If this request is made less than 3 working days before the session, and / or if the rescheduled individual session takes place later than the aforementioned 3-month period, Twinxter is entitled to charge the session immediately or based on recalculation, including any preparations already made.

### **14. Intellectual property**

- 14.1 Models, techniques, instruments, including software, which are used for the execution of the assignment, in particular the use of People Journey Circle and Business Agility Scan are and remain the intellectual property of Twinxter. The client will not infringe these existing intellectual property rights.
- 14.2 Parties can agree that the rights referred to in the first paragraph of this Article (14) regarding the use and implementation of the before stated method will be transferred in whole or in part to the client. This transfer and any conditions under which the transfer takes place are always recorded in writing. If the client wishes to use the tools mentioned in Article (14.1), this is possible on the basis of a license agreement. Twinxter grants the client the right to use the materials and/or data exclusively within and for the benefit of its own organisation, but not beyond the scope of the agreement.

### **15. Processing of personal data**

- 15.1 Processing of personal data by Twinxter will take place in accordance with the applicable laws and regulations in the field of personal data protection. Twinxter will treat personal data confidential and will ensure that anyone who necessarily has access to the data is up to date about its confidential nature.
- 15.2 Twinxter considers the personal data provided by the client under the agreement to be lawfully obtained and managed by the client. The client indemnifies Twinxter against any claims from third parties in this regard.

## 16. Non-acquisition clause

- 16.1 During the term of the agreement and up to two years following, the client is not permitted to, in any way, employ employees or former employees of Twinxter or third parties engaged by Twinxter, who have either directly or indirectly been involved in the execution of the agreement. This non-takeover clause covers both employment offers for a fee and offers free of charge.
- 16.2 In the event of a breach by the client of the previous paragraph, the client is forfeit to a penalty of €15,000.00, to be increased by €500.00 for each day that the breach continues, without prejudice to the client's obligation to pay Twinxter full compensation in this regard, if the damage should amount to more than the amount of the fine reported and without prejudice Twinxter's right to claim compliance with this stipulation and termination of the breach(es). A breach will also constitute a compelling reason for Twinxter to terminate the agreement, without Twinxter being obliged to compensate the client for any loss or damages.
- 16.3 This non-takeover clause can only be dropped if there is a written approval from the board of directors from Twinxter, for a specific employee, former employee or third parties engaged by Twinxter, who have either directly or indirectly been involved in the execution of the agreement.

## 17. Applicable law

- 17.1 All agreements with the contractor are governed by Dutch law.

## 18. Disputes

- 18.1 All disputes which may arise between the contractor and the client as a result of an agreement or any agreements resulting therefrom will be settled by the competent court in Amsterdam, unless the contractor chooses to submit the dispute to another court.
- 18.2 All judicial and extrajudicial costs reasonably incurred as a result of the client's failure to fulfil its obligations under the Agreement will be for the client's account.

## 19. Final provision

- 19.1 The contractor is authorised to amend these general terms and conditions. The conditions applicable at the time of the conditions applicable at the time the agreement was entered into shall be those published on the contractor's website(s) and filed with the Dutch Chamber of Commerce.
- 19.2 If one or more provisions of these General Terms and Conditions prove to be null and void or are annulled following consultation between the client and the contractor, these General Terms and Conditions will remain in force in all other respects. The expired, invalid or annulled provision(s) shall then be replaced by a legally valid provision which corresponds as closely as possible to the expired, invalid or annulled provision(s) in terms of content, purport and effect. The parties will in that case consult to agree on substitute provisions, whereby the purpose and purport of the original provision will be assumed as far as possible.
- 19.3 The client is not entitled to transfer its rights and obligations under the agreement without the contractor's prior written consent.