

TERMS AND CONDITIONS ORGANISATIEGROEI
SUBMITTED AT THE CHAMBER OF COMMERCE UNDER NUMBER 12046537

Article 1. GENERAL

1.1. These conditions apply to all offers and agreements, advice, assignments, training, coaching and services of OrganisatieGroeï. The general terms and conditions can be found on www.organisatiegroeï.com and are provided with each offer and are sent free once again on request.

1.2. Additions or deviations from these conditions must be agreed in writing and only apply to the agreement for which they were made;

1.3. The rights and obligations arising from agreements between OrganisatieGroeï and the other party can not be transferred to third parties, unless with the written permission of OrganisatieGroeï;

1.4. Other terms and conditions, including those of the other party, are not accepted by OrganisatieGroeï, unless otherwise agreed in writing and confirmed by OrganisatieGroeï;

1.5. The behavior and professional rules of OrganisatieGroeï are part of these conditions. OrganisatieGroeï guarantees the quality level of its coaching and training courses and is qualified for the work to be performed. The other party declares to constantly respect the resulting obligations of OrganisatieGroeï;

Article 2. OFFERS / QUOTATION

2.1. All offers are entirely without obligation and have a validity of 60 days, unless otherwise agreed in writing. An agreement is only concluded after OrganisatieGroeï has accepted the assignment and the other party has accepted the offer by signing it. If the quotation is not returned signed within eight days after receipt, OrganisatieGroeï assumes that the quotation expresses what the parties have agreed. In particular, the absence of a signature does not affect the binding force of the offer and the acceptance thereof;

2.2. An offer that contains a period may be revoked by OrganisatieGroeï, even after receipt of the order, provided that within 5 working days after receipt of that order. The content of the agreement is determined by the offer and / or order confirmation from OrganisatieGroeï and these general terms and conditions;

2.3. The offer / quotation includes a description of the work to be performed that is sufficiently detailed to make a good assessment of the offer by the other party possible. The offer to the other party provides insight into the price and whether there is a fixed fee or that the assignment will take place on the time unit worked;

Accepted fee: Carrying out the assignment, which has been agreed between the counterparty and OrganisatieGroeï at a predetermined total amount;

Worked time unit: A pre-agreed fee for the provision of services during the time of one hour and / or part of a day by one person. The counterparty will be charged the total number of hours and / or half-days that they have worked for him / her, including the time for moving to and from work;

2.4. An offer is made based on the data known at that time. If information provided by or on behalf of the other party - in retrospect - gives a false picture of the actual situation, OrganisatieGroeï is entitled to recalculate the number of hours to be spent on an assignment. OrganisatieGroeï can then adjust the quotation on the basis of the new facts and circumstances that have come to light, and inform the other party accordingly;

Article 3. CONFIDENTIALITY

3.1. The other party undertakes to complete confidentiality of all data and information regarding OrganisatieGroeï or its business, before, during and after termination of the agreement and the relationship between parties, insofar as these data are provided confidentially or are of a clearly confidential nature;

3.2. OrganisatieGroeï will not disclose information made available by the other party to it for the execution of the assignment, or of which OrganisatieGroeï has become aware of during the execution of the assignment, to third parties, unless this is necessary for the execution of the assignment or unless OrganisatieGroeï has obtained permission from the other party;

3.3. Conversations, sessions and other contacts that take place in whatever form between OrganisatieGroeï and the other party are also considered to be strictly confidential.

Article 4. AGREEMENT

4.1. OrganisatieGroeï assumes a best efforts obligation and no obligation to achieve results. Technical advice is given to the best of our knowledge. The application - justification thereof remains entirely at the expense and risk of the other party;

4.2. OrganisatieGroeï will carry out the assignment to the best of its knowledge and ability in accordance with the requirements of good workmanship;

Article 5. FEE / PRICES

5.1. All quotations and fees charged by OrganisatieGroeï are the prices applicable at the time of the offer / conclusion of the agreement excluding VAT, including travel costs and other costs that are covered by the agreement, unless otherwise agreed in writing;

5.2. The OrganisatieGroeï fee is not dependent on the outcome of the assignment granted;

5.3. In the case of payments based on an hourly rate, an estimate of the number of hours to be spent on the assignment will be made in advance on the basis of experience and the facts and circumstances outlined by the other party;

5.4. Price changes of more than 10% entitle the other party to dissolve the agreement, provided this is done in writing and within seven days after receipt of the relevant notice. A dissolution as aforesaid gives the other party no right to compensation for any damage;

Article 6. PAYMENT

6.1. Payment must be made within 30 days of the invoice date, unless otherwise agreed in advance;

6.2. The other party will be in default after the payment term referred to in paragraph 1 of this article without notice of default being required, irrespective of whether or not the exceeding of the other party can be attributed;

6.3. If the other party is in default with the payment of invoices, OrganisatieGroeï is entitled to suspend the work. Any damage resulting from this is at the expense of the other party;

6.4. Without prejudice to the other rights it may enjoy, OrganisatieGroeï is then authorized to charge interest on the outstanding amount of 1% per month or part of a month, to be calculated from the relevant due date;

6.5. In case of a joint assignment, each other party is individually jointly and severally liable for payment of the entire invoice amount.

Article 7. DELIVERY TIME, DELIVERY, RISK

7.1. Periods within which the work must be completed do not count as deadlines and are only indicated by approximation, even if these have been expressly accepted by the other party. In case of non-timely fulfillment, OrganisatieGroeï is therefore only in default after written notice of default;

7.2. The contract can not - unless it has been established that execution is permanently impossible - not be terminated by the other party for exceeding the deadline, unless OrganisatieGroeï does not or

does not fully execute the agreement within a reasonable period of time stated in writing - after the said term has expired;

7.3. The mentioned or agreed term is in any case, but not exclusively, automatically extended with a reasonable term if:

- there is a delay in any circumstance temporarily preventing the execution, regardless of whether this OrganisatieGroeï can be attributed;

- the other party fails in one or more obligations against OrganisatieGroeï or there is a justified fear that it will fall short, irrespective of whether the reasons are well-founded or not;

- the other party does not allow OrganisatieGroeï to execute the agreement; this situation arises, inter alia, if the other party fails to provide the data, items or facilities required for the execution;

Article 8. EXECUTION OF THE AGREEMENT

8.1. OrganisatieGroeï will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the current state of science. OrganisatieGroeï can not guarantee the achievement of an intended result or legal consequence, but will make every effort, (effort commitment) so that the intended result or legal consequence takes effect;

8.2. OrganisatieGroeï has the right to outsource the assignment or parts thereof to or have it performed by third parties that are not employed by OrganisatieGroeï without permission from the other party;

8.3. The other party shall ensure that all data, of which the OrganisatieGroeï indicates that these are necessary or of which the other party should reasonably understand that these are necessary for the execution of the agreement, are provided to OrganisatieGroeï in time. If the data required for the execution of the agreement are not provided to OrganisatieGroeï in time, OrganisatieGroeï has the right to suspend the execution of the agreement and / or charge the counterparty for the extra costs resulting from the delay at the usual rates;

8.4. If it has been agreed that the agreement will be executed in phases, OrganisatieGroeï may suspend the execution of those parts that belong to a following phase until the other party has approved the results of the preceding stage in writing;

Article 9. NON-FULFILLMENT / DISSOLUTION / SUSPENSION

9.1. OrganisatieGroeï is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:

- the other party does not or not fully comply with the obligations under the agreement;

- after the conclusion of the agreement OrganisatieGroeï come to the knowledge of circumstances giving good ground to fear that the other party will not fulfill the obligations. In case there is good reason to fear that the other party will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as the shortcoming justifies it;

- the other party was asked at the conclusion of the agreement to provide security for the fulfillment of its obligations under the agreement and this fails or is insufficient;

9.2. Furthermore, OrganisatieGroeï is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be demanded, or if other circumstances arise of such a nature that unaltered maintenance of the agreement can not reasonably be expected;

9.3. If the agreement is dissolved, the claims of OrganisatieGroeï on the other party are due immediately. If OrganisatieGroeï suspends the

fulfillment of the obligations, it retains its rights under the law and agreement;

9.4. OrganisatieGroeï always reserves the right to claim compensation.

Article 10. LIABILITY

10.1. OrganisatieGroeï is not liable for damage at the counterparty or third parties, which is the result of inaccurate or incomplete information or an act or omission of or on behalf of the other party if there is gross fault or negligence. OrganisatieGroeï will consult with the other party as far as possible when engaging third parties and will exercise due care in the selection of third parties to be engaged. However, OrganisatieGroeï is never liable for damage of the other party that is the result of acts or omissions of third parties in the exercise of their profession and which are engaged by OrganisatieGroeï on behalf of the other party;

10.2. The liability of OrganisatieGroeï for a professional error that damages the other party is limited to the amount of the invoice, at least that part of the assignment to which the liability relates, at least up to a maximum of EURO 2,500.00 (in words: twenty-five hundred euros). The liability is at all times limited to a maximum of the amount to be paid by the insurer of OrganisatieGroeï in the occurring case. Compliance with this provision is the only and complete compensation;

10.3. Notwithstanding the provisions of the previous paragraph, OrganisatieGroeï is never obliged to compensate direct damage that exceeds the insured amount, insofar as the damage is covered by an insurance contract concluded by OrganisatieGroeï;

10.4. The other party is obliged to indemnify OrganisatieGroeï for all third-party claims, arising from or in connection with the activities of OrganisatieGroeï for the benefit of the other party;

10.5. OrganisatieGroeï excludes any liability in respect of damage or injury resulting from or in connection with the follow-up by the other party of advice provided by OrganisatieGroeï, unless there is intent or gross negligence on the part of OrganisatieGroeï;

10.6. OrganisatieGroeï can also not be held liable for the advice it issues;

10.7. OrganisatieGroeï is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation;

Article 11. FORCE MAJEURE

11.1. The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and not under the law, a legal act or generally accepted in society;

11.2. In these general terms and conditions, force majeure is understood in addition to what is understood in law and jurisprudence, all external causes, foreseen or not foreseen, on which OrganisatieGroeï can not exert influence, but as a result of which OrganisatieGroeï is unable to meet its obligations. Strikes in the organization of OrganisatieGroeï are included;

11.3. OrganisatieGroeï also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after OrganisatieGroeï should have fulfilled its obligations;

11.4. During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage;

11.5. Insofar as OrganisatieGroeï has meanwhile partially fulfilled or will be able to fulfill its obligations under the agreement at the time of force majeure, and if the part to be fulfilled or to be fulfilled belongs to

independent value, OrganisatieGroeï is entitled to the part already fulfilled or to be fulfilled, declare separately. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 12. ADVERTISING / COMPLAINTS

12.1. Complaints about the performed work (training) must be reported to OrganisatieGroeï by the other party within 7 days after completion of the relevant work (training). After the expiry of this period, complaints will no longer be processed. OrganisatieGroeï will inform the other party in writing within 18 working days after receipt of the complaint of the well-founded or unfounded finding. The notice of default must contain a description as detailed as possible of the shortcoming, so that OrganisatieGroeï is able to respond adequately;

12.2. If a complaint is well-founded, OrganisatieGroeï will still perform the work as agreed, unless this has become demonstrably useless for the other party. The latter must be made known in writing by the other party;

12.3. If the performance of the agreed activities is no longer possible or useful, OrganisatieGroeï will perform its own choice or perform other activities or grant a price reduction;

12.4. Advertising is not possible if:

- damage has been caused by negligence on the part of the other party or because the other party has acted contrary to instructions, instructions and advice from OrganisatieGroeï;
- the other party has not fulfilled its obligations towards OrganisatieGroeï (both financially or otherwise attended by a number of participants);

Article 13. CANCELLATION (Course / training)

13.1. The other party has the right to cancel the participation 30 days prior to the training / course (day part);

13.2. If less than 30 days prior to the training / course by the counterparty a cancellation is made, the counterparty owes the full costs for the planned day part / day parts. This also applies to no show;

13.3. Cancellation by the other party will be increased for as much as necessary with any damage suffered by OrganisatieGroeï as a result of the cancellation;

13.4. In the event that the other party or the participant designated by the other party, after the starting moment the participation prematurely terminated or otherwise no longer participates or just does not show up, then the other party is not entitled to any reimbursement. The planning of (group) training will continue to be used;

Article 14. INTELLECTUAL PROPERTY RIGHTS

OrganisatieGroeï has registered its name. OrganisatieGroeï retains all rights (of intellectual property) with regard to the goods it supplies, (training) materials and documents for the broadest sense of the word, in particular the copyrights to all works as referred to in Article 10 of the Copyright law. The other party undertakes not to violate or impair these rights in any way, directly or indirectly, through use or otherwise and recognizes that OrganisatieGroeï is entitled in this matter;

Article 15 CONFIDENTIALITY AND PRIVACY

15.1 OrganisatieGroeï commits itself to everything that comes to its knowledge during the execution of the assignment and that is confidential, to keep it secret and to take all possible precautions to protect the interests of the client. Only with permission of the client may OrganisatieGroeï break this confidentiality and / or on the basis of a statutory duty.

15.2 OrganisatieGroeï is aware that, by virtue of its function, it has access to certain personal data or is in possession or use certain data

carriers with personal data of the client. The personal data will be processed in a proper and careful manner and in accordance with the Personal Data Protection Act and the General Data Protection Regulation. OrganisatieGroeï will make every effort to prevent personal data from getting into strange hands. The instructions of the client regarding the occurrence of data leaks are strictly followed if applicable. Otherwise, all agreements related to this, as well as the processing of personal data, are applicable, which are described in the OrganisatieGroeï Privacy Statement, which is accessible to everyone via the OrganisatieGroeï website.

15.3 OrganisatieGroeï will, both during and after the end of the assignment, observe strict confidentiality regarding all confidential business data that have come to its knowledge in the context of the assignment, both those of the client and those of other companies belonging to the group, to which client belongs and that of clients and relations of the client in the broadest sense of the word. All confidential business details include contact details, invoicing data, documents, records or notes that have not been made public. Technical and organizational measures will be taken to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.

15.4. OrganisatieGroeï assists the third parties when they submit a request for the exercise of their rights such as, but not limited to, the right to inspect, correct, delete, object to the processing of the personal data and a request for the portability of its own personal data.

Article 16. PARTIAL NULLITY

If one or more provisions from this agreement with the other party are not or not fully legally valid, the other provisions will remain in full force. Instead of the invalid provisions, an appropriate arrangement applies, which approaches the parties' intentions and the economic result they seek in a legally effective manner as closely as possible;

Article 17. PLACE OF PERFORMANCE, APPLICABLE LAW, COMPETENT JUDGE

17.1. The location of OrganisatieGroeï is the place where the other party must meet its obligations to OrganisatieGroeï, unless compelling provisions dictate otherwise;

17.2. Dutch law is exclusively applicable to all offers and agreements of OrganisatieGroeï;

17.3. All disputes that arise as a result of the agreement concluded between the other party and the OrganisatieGroeï or of further agreements, which may result therefrom, will be settled by the competent court.

Article 18. AMENDMENT, EXPLANATION AND DISPOSAL OF THE CONDITIONS

18.1. These conditions have been filed with the Chamber of Commerce;

18.2. In case of explanation of the content and scope of these general terms and conditions, the Dutch text will always be decisive;

18.3. Applicable is always the last deposited version or the version as it applied at the time of the conclusion of the agreement.