

# General Terms and Conditions

## Gimd

### 1. Definitions

- 1.1 In these General Terms and Conditions, Gimd is taken to mean: the private company "Gimd B.V.", having its offices in Drachten, the Netherlands, and registered with the Chamber of Commerce in Leeuwarden, the Netherlands, under number 01094594.

### 2. Applicability

- 2.1 These General Terms and Conditions apply to all legal acts performed by Gimd (including offers) and to all agreements concluded with Gimd, unless otherwise agreed in writing.
- 2.2 Deviation from these General Terms and Conditions is only possible if agreed in writing. If an agreement concluded with Gimd contains provisions that deviate from these General Terms and Conditions, the other provisions of these General Terms and Conditions shall remain in full force. In case of a deviation from these General Terms and Conditions, that deviation only applies to the relevant agreement.
- 2.3 Any general terms and conditions of the contracting party or negotiating partner of Gimd do not apply, unless otherwise agreed in writing.
- 2.4 In the event of nullity of one or more provisions of these General Terms and Conditions, the remaining provisions shall remain in full force and effect. If a provision of these General Terms and Conditions is not valid for any reason, the parties will agree on a replacement provision that approximates the content and scope of the original provision as closely as possible.
- 2.5 Gimd is entitled to periodically amend the General Terms and Conditions, in which case the new General Terms and Conditions shall apply from the moment that Gimd has sent you a copy of these new General Terms and Conditions.

### 3. Offer and agreement

- 3.1 Gimd's offers (including quotations) are valid for a maximum of three months, unless a different period is stated in the offer.
- 3.2 If an offer is accepted, Gimd has the right to revoke that offer within five working days of becoming aware of the acceptance.
- 3.3 Gimd will, on the basis of an offer made by Gimd and accepted by the client with regard to a long-term relationship, or on the basis of a quotation, draw up an agreement that Gimd will send to the client in signed duplicate. The agreement is concluded when Gimd has received one of the two copies signed by the client, or on
- 3.4 the moment that Gimd has made a start with the execution of the agreement. Individual or partial agreements are concluded once Gimd has received the signed offer it sent to the client, or at the time that Gimd has made a start with the execution of

the individual agreement.

- 3.5 If the contents of the agreement signed by the parties and/or the appendices thereto deviate from the offer accepted by the client, from the contents of the offer and/or from other correspondence that preceded the conclusion of the agreement, only the contents of the agreement signed by the parties and the appendices thereto shall apply, unless, in the reasonable opinion of Gimd, there is an obvious mistake or clerical error.
- 3.6 Gimd is not obliged to carry out assignments or perform work if and for as long as Gimd has not received the signed agreement and/or the associated annexes from the client.

### 4. Provision of information by the employer

- 4.1 If the client does not, does not timely, or does not fully comply with the obligation to provide Gimd with information or if that information is incorrect, the financial and other consequences thereof will be at its expense and risk, even in the event that Gimd fails to fulfil its obligations under the agreement concluded with the client.

### 5. Duration, termination, and extension of the agreement

- 5.1 Unless otherwise agreed in writing, agreements are concluded for an indefinite period. The agreement for an indefinite period, with a minimum of one year, can be terminated at any time by both parties with due observance of a notice period of 3 months.
- 5.2 If an agreement has been entered into for a definite period of time, with a minimum of one year, it will be automatically renewed for a period of one year after the expiry of that period, unless the agreement has been terminated in good time.
- 5.3 Either party may terminate the fixed-term agreement at the end of the period for which the agreement has been entered into, subject to a notice period of three months. The client may therefore not prematurely terminate a fixed-term agreement, unless Gimd has agreed to this in writing.
- 5.4 Termination can only legally take place by registered letter, which letter must be addressed to Gimd in Drachten, the Netherlands, or to any other address specified by Gimd in writing by agreement with the client.
- 5.5 Notwithstanding clauses 5.1 and 5.3, Gimd may terminate the agreement at any time with due observance of a notice period of 1 month, without being obliged to pay any compensation to the client in connection therewith, if Gimd, in its discretion, is of the opinion that an unchanged continuation of the agreement is not reasonably possible in the light of a change in the law and/or new legislation or any other circumstance deemed

relevant by Gimd.

- 5.6 If the agreement is terminated prematurely by the client, the client will owe the agreed fee, without prejudice to all other rights held by Gimd.

## 6. Modification of service agreement

- 6.1 The contents of Gimd's agreements and/or the name thereof may be unilaterally amended/changed by Gimd in connection with amended or new legislation and/or adjustments to the services provided by Gimd that are deemed necessary by Gimd. In the event of an amendment/change to the contents of the agreement, Gimd will inform the client as soon as possible.
- 6.2 If the contents of the agreement have been changed on the basis of the provisions of the first paragraph of this clause, the client is not entitled to terminate or otherwise terminate the agreement in connection therewith.
- 6.3 The client accepts that the time schedule of the assignment may change, either because this is deemed necessary in the context of the careful execution of the assignment, or because the parties agree in the interim that the approach, working method, or scope of the assignment and/or the resulting work must be changed and/or expanded. If an interim change in the assignment or execution of the assignment arises due to the fault of the client, Gimd will make the necessary adjustments, if the quality of the service requires this. If this adjustment leads to additional work, this will be confirmed to the client as an additional assignment. During the term of the agreement, Gimd may unilaterally terminate the agreement at any time if Gimd believes that the execution of the order can no longer take place in accordance with the agreed order confirmation. Gimd will make this clear to the client in writing, stating reasons. If either party becomes bankrupt, applies for a moratorium, or ceases its business, the other party has the right to terminate the assignment without observing a notice period, while retaining its rights.

## 7. Cancellation of services ("appointments")

- 7.1 An agreed service to be provided for an individual customer ("agreement") can only be cancelled in writing by the client up to 48 hours (i.e. two working days) before the agreed day of execution. Agreed services to be performed (e.g. workshops) that concern more than one customer can only be cancelled in writing by the client up to three working days before the agreed date of performance of the first service to be performed in that context. Agreed services to be provided (e.g. training courses) that concern more than 15 customers or that concern a project with respect to which a supplementary agreement has been concluded may only be cancelled in writing by the client up to 15 working days before the agreed date of performance of the first service to be provided in that context. In case actors are deployed or external accommodations are used, additional conditions will be drawn up separately.
- 7.2 Gimd is entitled to charge the entire fee applicable to the relevant services and the costs incurred in connection with the cancelled services for all agreed services that have not been cancelled or have not been cancelled in time by the client. In cases as mentioned in the last sentence of paragraph 1, Gimd is entitled to charge 10% of the agreed

fee.

- 7.3 If Gimd itself is forced to cancel an agreed service, a new date for the performance of the service will be agreed. Only in the event that Gimd cancels the agreed service on the agreed day of execution itself, any costs already reasonably incurred by the client, if specified in writing, can be reimbursed in consultation with Gimd.

## 8. Prices and price change

- 8.1 The prices quoted by Gimd are in euros and exclude turnover tax and any other levies imposed by the government, unless otherwise stated.
- 8.2 Travel time, travel and accommodation costs, and other assignment-related costs will be charged separately, unless otherwise stated.
- 8.3 In case of price-increasing factors beyond the control of Gimd that have arisen after the making of an offer or after the conclusion of an agreement and/or if the contents of the applicable agreement have been changed on the basis of the provisions of clause 6, Gimd is entitled to increase the prices of its services and/or the agreement. In that case the client is obliged to pay that increased price. The client is not entitled to terminate the agreement in connection with such price increase.
- 8.4 Notwithstanding the provisions of clause 8.2, in the event of an agreement, Gimd is entitled to adjust the agreed prices annually on the basis of at least a CBS index and/or on the basis of CLA increases or legal measures. In the case of a fixed-term agreement, this adjustment can take place with effect from each anniversary of the relevant agreement. In the event of an agreement for an indefinite period, the prices may be adjusted with effect from each new calendar year. The prices for the individual assignments (performances), regardless of whether they are carried out under an agreement, can also be adjusted with effect from each new calendar year.

## 9. Payment

- 9.1 Gimd invoices must be paid within thirty days of the invoice date. In the case of payment by wire transfer, the date of payment is the date of crediting the bank account of Gimd.
- 9.2 Unless otherwise agreed in writing, in the case of agreements, Gimd charges the client the amount to be paid by the client for the agreed or applicable agreement annually at the beginning of a contract year (as an advance payment note).
- 9.3 Gimd will not be obliged to perform work with regard to customers who Gimd has not been informed of, or has been informed of late, by the client. If Gimd has performed work for a customer that has not been registered or not registered in time, Gimd is entitled to charge the client for this on the basis of the rates for individual transactions and in that case the client is obliged to pay the costs determined in that way.
- 9.4 If and for as long as the client is in default with the fulfilment of its payment obligations, Gimd is not obliged to carry out the assignments and Gimd is entitled to suspend its obligations under the agreement concluded with the client. The consequences thereof are entirely at the expense and for the risk of the client. It is the client's responsibility to inform its customers about this.
- 9.5 The client is not permitted to set off the payment obligations towards Gimd against its possible claims against Gimd, or to suspend the payment obligation, unless Gimd has given the client written permission in advance.

- 9.6 In the event of non-payment, late payment, or incomplete payment, the client shall owe Gimd the statutory interest, without prior notice of default being required.
- 9.7 If payment of the amount owed does not take place, does not take place on time, or does not take place in full and Gimd incurs costs, in or out of court, to obtain the amount still owed, including the costs for sending notices of default and reminders, the client will owe Gimd a fee for this, which is calculated in accordance with the collection rate advised by the Dutch Bar Association, but which fee is at least €150.
- 9.8 Payment of an invoice will first be applied towards the payment of extrajudicial costs, next towards interest due, and finally towards the due and payable principal outstanding for the longest time and accrued interest, also if the client states in his payment that it relates to a later invoice.
- 9.9 Objections against invoices must be submitted to Gimd in writing within 14 days of receipt.

## 10. Installments

- 10.1 Unless otherwise agreed in writing, a period specified by Gimd in connection with the performance of an obligation is only indicative and can never be regarded as a final deadline, even if it is an ultimate date. If Gimd has exceeded a deadline, it will only be in default if Gimd is given notice of default by way of a written reminder providing Gimd a reasonable term for compliance, while it fails to comply within this term.
- 10.2 The client accepts that the time schedule of the agreed service may change.

## 11. Force majeure

- 11.1 Force majeure in these terms and conditions is taken to mean circumstances that prevent the fulfilment of the obligation and that are not due to the fault of Gimd, nor are they for the account of Gimd by virtue of the law, legal act, or generally accepted standards. Such circumstances at any rate include, but are not limited to: war, danger of war and riots, terrorist attacks, natural disasters, obstructive measures by domestic and foreign governments, sabotage, strikes, transport disruptions, shortcomings of Gimd's suppliers with regard to the supply of goods and/or services, computer malfunctions (including internet, intranet, and email traffic), business disruptions (for example due to fire, loss of data, etc.), epidemics, loss of employees due to illness or termination of employment, and when the client's company merges or when there is a takeover, reorganisation, or change of business activities within its company.
- 11.2 If Gimd does not culpably fail to fulfil its obligations (force majeure), it shall not be liable. Insofar as fulfilment is not yet permanently impossible, its obligations will be suspended. If the period in which performance is not possible due to force majeure lasts or will last longer than two months, both parties are entitled to cancel the agreement, without there being an obligation to pay compensation in that case.
- 11.3 If Gimd has partially fulfilled its obligations when the force majeure occurs, or if Gimd can, in such a situation, only partially fulfil its obligations, Gimd is entitled to invoice the services already performed or still to be performed separately and the client is obliged to pay the relevant invoice as if it were a separate agreement.
- 11.4 Gimd is entitled to invoke force majeure if the non-attributable circumstance that prevents the fulfilment of its obligation occurs after Gimd should have fulfilled its obligations.

## 12. Dissolution, suspension, compensation

- 12.1 If the client is in default with the payment of any amount owed to Gimd or has not, not fully, not timely, or not properly complied with any other obligation towards Gimd, if the client applies for a moratorium or bankruptcy, if the client requests for the application of the debt restructuring scheme, if it offers its creditors an extrajudicial agreement, if any attachment is levied against it, if the company it runs is liquidated, actually discontinued, or established outside the Netherlands, Gimd has the right to dissolve the agreement without notice of default and/or judicial intervention, without prejudice to Gimd's right to claim compensation for costs, damage, and interests.
- 12.2 If one of the cases mentioned in the previous paragraph of this clause occurs or threatens to occur, the client is obliged to inform Gimd immediately in writing. If Gimd has good reasons to assume that one or more of the cases mentioned in the previous paragraph of this article occurs and the client refuses to provide Gimd with clarification on this matter or does not respond to a request to that effect, Gimd is also entitled to dissolve the agreement without notice of default and/or judicial intervention, without prejudice to Gimd's right to claim compensation for costs, damage, and interests.

## 13. Liability

- 13.1 Unless otherwise stipulated in these General Terms and Conditions, Gimd's liability for damage suffered by the client resulting from one or more attributable shortcomings in the fulfilment of its obligation or from an unlawful act committed by it (irrespective of whether this damage is related to one or more events) shall in no case
- (i) exceed the amount received from the client in the case of an individual assignment, and
  - (ii) in the case of agreements, exceed the amount equal to one quarter (¼th part) of the amount paid by the client for the services performed in the twelve months preceding the occurrence of the damage. In any case, the liability is limited to the amount that has actually been or will be paid out by Gimd's insurer in respect of this liability, plus the amount of the excess.
- 13.2 If the client, on the advice of Gimd or otherwise, turns to a third party for further treatment/advice, full contractual freedom applies between the client and that third party and Gimd is not a party to such an agreement, unless otherwise agreed in writing. Gimd is never liable to the client if that third party fails to fulfil its obligations under that agreement or commits an unlawful act towards the client, even if Gimd has a cooperation relationship with that third party.
- 13.3 The client indemnifies Gimd against all claims from third parties (including its employees) with regard to agreements executed by Gimd, unless it is legally established that these claims are the result of intent or gross negligence on the part of Gimd and the client also demonstrates that it is not at fault in this regard.
- 13.4 All legal claims against Gimd arising from breach of contract or tort shall become statute-barred twelve months after the day on which the damage arose or could reasonably have been discovered or should have been discovered, but no later than two years after the day on which Gimd failed to fulfil an obligation or on which the error the claim is based on was made.

## 14. Confidentiality and privacy

- 14.1 The parties are mutually obliged to treat as confidential all information they have obtained in the context of concluding and executing the agreement.
- 14.2 All personal data that the parties provide to each other is subject to a duty of confidentiality towards third parties. This duty of confidentiality does not apply insofar as the providing party has given permission to provide the information to third parties, if the provision of the information to third parties is necessary in view of the purpose for which the personal data is provided and/or for the execution of the agreement, or if there is a legal obligation or court ruling on the basis of which the information must be provided to a third party.
- 14.3 The Parties are obliged to comply with all their obligations under the General Data Protection Regulation and all other applicable privacy laws and regulations in connection with the agreement.
- 14.4 Gimd's Privacy Statement is part of the agreement.

## 15. Staff

- 15.1 Gimd may change which staff performs an assignment. However, Gimd guarantees the quality agreed with the client.
- 15.2 The client undertakes to provide a fully equipped, equipped, secluded, and lockable workplace for Gimd staff working at the client's location. This workplace features IT facilities (laptop/ PC) allowing the Gimd staff to register their activities. Gimd in consultation and with the permission of the client's IT management provides the necessary software access to the Gimd network. The client complies with the obligations regarding well-being, safety, and health as referred to in the Dutch Working Conditions Act with respect to Gimd staff working at the client's location.
- 15.3 The client is not permitted to employ the persons engaged by Gimd in the execution of an agreement or Gimd employees, or to have them employed, during the term of the agreement and up to two years after its termination, be it on the basis of an employment contract or otherwise (e.g. by means of an assignment agreement or secondment), unless Gimd has given the client written permission in advance.
- 15.4 The client will forfeit to Gimd a fine of €5,000 per person (formerly) engaged by Gimd or (former) Gimd employee for each day that the client acts in violation of the provisions of the previous paragraph. Without prejudice to the above, Gimd retains the right to compensation for the damage actually suffered by it in this regard.

## 16. Intellectual property rights

- 16.1 The intellectual property rights of Gimd products and services, and of syllabi, reports, information, and advice provided by Gimd are and remain with Gimd and are never transferred to the client. Disclosure may therefore only take place after Gimd has granted permission to do so. Gimd reserves the right to use totalised data from internet applications for advertising purposes. Such data will never be traceable to a specific client or a specific user. The client is not permitted to use data from the internet applications for advertising purposes without citing the source.

## 17. Applicable law and disputes

- 17.1 All agreements concluded with Gimd are governed exclusively by Dutch law.
- 17.2 All disputes between the parties will be submitted exclusively to a competent court in the district of Leeuwarden.