

## GENERAL TERMS AND CONDITIONS Kleemans B.V.

Registration number C.O.C. for Southwest Netherlands: 20076795 0000

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### Article 1: Applicability, definitions

1. These conditions apply to all offers and all contracts of assignment, such as providing documents, performing (consulting) work or providing training and all other commitments, which are directly or indirectly related to the activities and other business activities of Kleemans BV, hereinafter referred to as "Kleemans".
2. The client will hereinafter be referred to as "the other party".
3. In these general terms and conditions, "participant" means the natural person who participates in a study program.
4. The term "trainer" in these general terms and conditions means: the specific employee of Kleemans or the third party engaged by Kleemans who personally provides (part of) the agreed training.
5. "Training" in these general terms and conditions is understood to mean: every individual or group training, course, work group or training, etc., which is provided by Kleemans.
6. The term "training fee" in these general terms and conditions means the fee agreed or payable for the training.
7. The term "in writing" means in these general terms and conditions: by letter, e-mail, fax or any other method of communication that can be equated with this, with a view to the state of technology and the prevailing opinions.
8. Advice, calculations, reports and the like to be made by Kleemans will hereinafter be referred to as "the documents". These documents and the data and documents provided by the other party can be recorded in writing as well as on other data carriers, such as CD-ROMs, DVDs, USB sticks, DBS sites and the like.
9. All provisions of these general terms and conditions apply to all deliveries, activities and/or services of Kleemans, unless the text of the Article or provision proves otherwise.
10. The possible non-application of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.
11. These general terms and conditions also apply to sub- and/or follow-up assignments arising from the agreement.
12. If Kleemans has already provided these general terms and conditions to the other party several times, then there is a permanent trade relationship. Kleemans does not have to return the terms and conditions again and again to apply them to the following agreements.
13. If any clause, forming part of these general terms and conditions or the agreement, is null and void or is nullified, the agreement and the general terms and conditions remain valid and the clause in question will be replaced by a clause in consultation with the parties without delay, that approximates the scope of the original stipulation as much as possible.
14. If the user does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the user would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.

**Article 2: Offers, realization agreements**

1. If a written offer is made, the agreement is concluded after the other party has accepted the offer made by Kleemans, even if this acceptance differs from the offer on minor points. However, if the acceptance of the other party deviates substantially from the offer, the agreement will only come into effect if Kleemans has explicitly agreed to these deviations in writing.
2. Kleemans shall first be bound by verbal agreements after it has confirmed this in writing to the other party or as soon as Kleemans - with the consent of the other party - has started implementing the agreements.
3. Orders from the other party must be accompanied by a clear, written description of the nature of the assignment. If the other party gives Kleemans an assignment without preceding offer, Kleemans will first be bound by this order after it has confirmed this to the other party in writing.
4. Changes to an assignment issued in writing must also be made in writing and must be accompanied by a clear description of the changes. The aforementioned changes as well as additions to or changes to the general terms and conditions or the agreement shall only be binding on Kleemans after these have been confirmed to the other party in writing and only relate to the relevant agreement.

**Article 3: Offers, quotations**

1. All offers and/or quotations by Kleemans are without obligation, unless they contain a term for acceptance. If an offer or quotation contains an offer without obligation and this offer is accepted by the other party, then Kleemans has the right to revoke the offer within 2 working days after receipt of the acceptance.
2. The prices stated in the offers, quotations, price and/or price lists and the like are exclusive of VAT and any costs, such as shipping costs, travel costs, administration costs and invoices of third parties engaged.
3. A composite quotation does not oblige Kleemans to deliver part of the offer included in this quotation at a corresponding part of the price.
4. If the offer is based on data provided by the other party and these data prove to be incorrect or incomplete or subsequently change, Kleemans shall be entitled to adjust the prices and/or delivery terms stated in the offer.
5. Offers, quotations, prices and rates do not automatically apply to new orders.
6. Shown and/or provided examples of documents, training materials and software to be delivered, as well as other descriptions in brochures, promotional materials and/or on the website of Kleemans are as accurate as possible, but are only indicative. The other party can not derive any rights from this.
7. The models and examples mentioned in the previous paragraph remain the property of Kleemans at all times and must be returned to Kleemans on the first request at the expense of the other party.
8. Kleemans has the right to charge the costs related to the offer or quotation to the other party, provided that it has informed the other party of these costs in advance in writing.

#### **Article 4: Fees, prices and rates**

1. Unless the parties have agreed on a fixed price or a fixed fee, Kleemans will calculate its fee on the basis of the number of hours spent using the agreed hourly rate or the usual hourly rate of Kleemans.
2. The hourly rates apply to normal working days, which means: Monday to Friday (with the exception of recognized public holidays) for the times agreed between the parties.
3. In the event of urgent orders, if the work should be accelerated at the request of the other party or if the work should take place at the request of the other party outside normal working days, Kleemans is entitled to charge a surcharge on the agreed hourly rate.
4. The prices stated in the offers, quotations, price and/or price lists and the like are exclusive of VAT and any costs, such as shipping costs, travel costs, administration costs and invoices of third parties engaged.
5. If there is a dispute between the parties about the number of hours spent and/or invoiced, the time registration of Kleemans is binding. All this subject to proof to the contrary of the other party.
6. In the case of duration agreements, Kleemans will send the other party an invoice for the work performed once a month or once a quarter, unless the parties have expressly agreed otherwise in writing.
7. In the case of long-term contracts, Kleemans is entitled to periodically adjust the applicable prices and/or rates. Kleemans will inform the other party about this in writing at the latest one month before the date of commencement of the price or rate change. If the other party does not agree with the announced price or rate change, he is entitled to cancel the agreement within 10 (ten) working days after the date of this notification by the effective date stated in the notification. Cancellation must be in writing.
8. If, between the date of conclusion of the agreement and the performance thereof, price-increasing circumstances (cost) occur for Kleemans as a result of legislation and regulations or price or tariff changes in the third parties engaged by Kleemans, Kleemans is entitled to the agreed price or increase the agreed fee accordingly and charge the other party for this.
9. The applicability of any purchase or other conditions of the other party is explicitly rejected.
10. If the other party can reasonably understand that the offer or quotation contains an obvious mistake or error, Kleemans can not be held to his offer or quotation.
11. Kleemans shall be entitled to require payment in advance or security in respect of the fulfilment of financial obligations of the other party before commencing the performance of the agreement.
12. Kleemans is entitled to execute the agreement in various phases and to invoice the part thus executed separately.

**Article 5: Engaging third parties**

If a proper execution of the agreement so requires, Kleemans has the right to have (parts of) the training, certain activities and/or deliveries arranged by third parties. All this at the discretion of Kleemans.

**Article 6: Obligations of the other party**

1. The other party must ensure that:
  - a. he makes all data and documents required for the performance of the agreement available to Kleemans on time in the manner required by Kleemans;
  - b. any data carriers, electronic files and the like provided by the other party to Kleemans are free of viruses and/or defects;
  - c. the software supplied by Kleemans in accordance with the (user) instructions, instructions, advice, manuals and the like supplied and/or delivered by Kleemans are used as well as adequately secured;
  - d. in case work has to take place on location, Kleemans has access to this location at the agreed dates and times. This location must comply with the applicable legal (safety) requirements;
  - e. Kleemans at the aforementioned location can have electricity, internet, telephone and the like. The costs are for the account of the other party. Lost working hours as a result of cancellation of these provisions are also at the expense of the other party;
  - f. if the work takes several days, there is a space available at this location where materials, tools, personal belongings etc. of Kleemans can be stored or stored without damage or theft of these materials, aids or property can take place;
  - g. at this location the other facilities reasonably needed by Kleemans are present, without being related to its costs.
2. The other party shall ensure that the information provided by it is accurate and complete and indemnifies Kleemans for claims from third parties arising from the incorrectness and/or incompleteness of the data.
3. The other party is liable for loss or theft of and/or other damage to the materials, aids, property etc. that Kleemans uses or has stored at the other party during the performance of the work.
4. During participation in a study program, the other party is obliged to comply with the house rules, instructions etc. that are reasonably used by Kleemans within the framework of this study program, or the other party must ensure that the participant(s) registered keep the above-mentioned house rules, directions, etc. Kleemans will inform the other party of this at the latest at the start of the training.
5. Without prejudice to the provisions of the previous paragraph of this Article, the other party must at all times behave in such a way that the other participants in the training are not hindered by and/or suffer from the behaviour of the other party. In the event that the other party does not take part in the study program, he must ensure that the registered participant(s) behaves and/or behaves in accordance with the previous sentence.
6. The other party or the participant(s) registered on behalf of the other party are prohibited from having themselves replaced by another person without prior written permission from Kleemans.
7. In the event that the other party fails to meet the obligations referred to in this Article or fails to do so in time, Kleemans shall be entitled to suspend the performance of the agreement until such time as the other party has complied with these obligations. In case of training, Kleemans can in that case exclude the other party or the participant(s) registered on behalf of the other party - whether or not temporarily - from (further) participation in the training.

Exclusion will not take place on unreasonable grounds and will not affect the payment obligation of the other party. The costs in connection with the incurred delay and/or the costs for performing additional work or other consequences arising from this are for the account and risk of the other party. Kleemans is not obliged to pay any compensation to the other party or to refund the training fee already paid by the other party.

8. If the other party fails to meet its obligations and Kleemans fails to demand fulfilment from the other party, this will not affect the right of Kleemans to demand fulfilment at a later date.

**Article 7: Prohibition takeover employees**

1. During the term of the agreement, as well as for a period of 12 months after termination, the other party is not permitted to offer employees of Kleemans an employment contract or to engage employees of Kleemans in any other way, directly or indirectly and outside Kleemans, for the performance of work for the benefit of the other party.
2. If the employee himself makes efforts to carry out activities for or via the other party elsewhere than for or via Kleemans, the other party must immediately inform Kleemans of this in writing.
3. Violation by the other party of the provisions of this Article will result in the forfeiture of an immediately due and payable penalty that is not subject to judicial moderation, equal to 9 times the monthly wage costs (including social security contributions and holiday allowance) of the employee concerned. The aforementioned amount is immediately due and payable without any legal intervention being required. Kleemans reserves the right to claim full compensation for the damage suffered by it if it exceeds the aforementioned penalty amount.

**Article 8: Confidential information**

1. The parties undertake to observe secrecy with regard to all information that they have obtained in the context of the conclusion and execution of the agreement from or about the other party and of which this party has indicated that it concerns confidential information or of which they know or can reasonably be expected to know that this information must be treated confidentially. Parties will only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. Each party shall take all reasonable precautions to keep the confidential information confidential and guarantees that its employees or other persons who are involved in the execution of the agreement under its responsibility will also comply with this obligation of confidentiality.
3. The duty of confidentiality does not apply if a party is obliged as a result of legislation and/or regulations or a court order to disclose the confidential information and can not invoke a legal right or a privilege granted by a judge. This exception also applies to employees and/or other persons as referred to in paragraph 2 of this Article.
4. Kleemans is at all times allowed to publish on the agreed work and/or services and to reuse the methods used, (parts of) analysis, etc. provided that the privacy of the other party is guaranteed or if Kleemans has obtained permission for this from the other party.

**Article 9: Risk of storing information**

1. Kleemans will store all data and/or documents received from the other party in a careful manner during the term of the agreement and (will have) take all measures reasonably to be taken in order to prevent undesired access (for example, by hackers) to these data or documents.
2. However, Kleemans is never liable for the loss or destruction of these data and/or documents - whether or not by hackers - unless this is due to intent and/or deliberate recklessness on the part of Kleemans or its managerial staff at board level. The other party must at all times ensure that he retains the original or a copy of the data and/or documents provided to Kleemans.

**Article 10: Delivery, delivery/completion times**

1. Any periods stipulated in the agreement within which the work must be carried out apply only approximately and not as deadlines. Exceeding such a period therefore does not result in an attributable failure on the part of the contractor and therefore no reason for dissolution of the agreement. The Client can, if this term is exceeded, set a new, reasonable term within which the Contractor must have executed the Agreement, except in the case of force majeure. Exceeding this new, reasonable, period does provide a ground for termination of the agreement by the client.
2. Kleemans is entitled to deliver or carry out the work in parts, whereby each partial delivery or partial performance can be invoiced separately.
3. The risk regarding the delivered documents or software transfers to the other party at the time of delivery. Delivery within the framework of these general terms and conditions is understood to mean: the moment that the documents or software to be delivered are actually available to the other party.
4. The documents produced by Kleemans will be sent in a manner to be determined by Kleemans, but will be at the expense of the other party.
5. If, due to a cause in the risk sphere of the other party, it proves impossible to carry out the work or to deliver the documents or software (in the agreed manner) to the other party, Kleemans shall be entitled to preserve the documents or software for account and to the risk of the other party. Unless Kleemans has expressly stipulated a different term in writing, the other party must enable Kleemans within 1 month after notification of the custody to carry out the work as yet, or to deliver the documents or software as yet.
6. If the other party fails to fulfil its obligations after the expiry of the term stated in paragraph 5 of this Article, it shall immediately be in default. Kleemans then has the right to dissolve the agreement with immediate effect, without judicial intervention, by means of a written statement, in whole or in part, and to destroy the documents or software produced. All this without any obligation for Kleemans to pay compensation for damage, costs and interest.
7. The foregoing shall not affect the other party's obligation to compensate any (storage) costs, delay damage, loss of profit or other damage.

#### **Article 11: Progress, execution agreement**

1. If the commencement, progress or completion of the work or delivery of the documents is delayed or the agreed processing term threatens to be exceeded because:
  - a. Kleemans has not received all necessary data or documents from the other party on time;
  - b. Kleemans did not timely receive the agreed (advance) payment from the other party;
  - c. there are other circumstances that are at the expense and risk of the other party;then Kleemans is entitled to such an extension of the delivery term as reasonably ensues from these circumstances and is entitled to charge the costs and damages to the other party for this.
2. Kleemans will endeavour to realize the work and the delivery of the documents or software within the agreed and planned time, in so far as this can reasonably be expected of it. If the execution of the agreement must be accelerated at the request of the other party, Kleemans shall be entitled to charge the additional costs involved to the other party.
3. If the completion of the execution of the agreement is postponed or delayed at the request or by the actions of the other party, the fee for all work already carried out or costs incurred at that time will be immediately due and payable and Kleemans shall be entitled to charge these to the other party. Kleemans is furthermore entitled to charge all costs incurred during the delay period as well as the costs already set and planned for the completion of the contract to the other party. In the event that the execution of the agreement is resumed after the suspension or delay period, the other party shall be obliged to reimburse Kleemans for any costs arising from this resumption.
4. If it becomes apparent during the execution of the agreement that the work and/or the delivery of the documents can not be carried out in the agreed manner as a result of unforeseen circumstances, Kleemans will enter into consultation with the other party about changes to the agreement. Kleemans will inform the other party about the consequences of the change for the agreed prices, rates and the agreed delivery times. If the implementation of the agreement becomes impossible as a result, Kleemans shall in any case be entitled to full compensation for the work and/or deliveries already carried out by it.
5. Additional work must be agreed in writing between Kleemans and the other party. Kleemans is only bound by verbal agreements after it has confirmed this in writing to the other party or as soon as Kleemans has started implementing these agreements without objection from the other party. 'Additional work' is understood to mean: all additional work and deliveries arising at the request of the other party or necessarily resulting from the work. Kleemans is entitled to charge the costs involved separately to the other party.
6. The other party will always check every draft version of the documents to be produced by Kleemans and will inform Kleemans as soon as possible of its reaction. If necessary, Kleemans will adapt the concept and submit it to the other party for approval. Kleemans is entitled to require that the final version of the manufactured documents be initialled for approval by the other party per page or that the other party signs a written statement of approval of the definitive version. The other party may only use the documents or software produced after Kleemans has received the initialled final version or the written statement of approval.
7. In the event that Kleemans has to make changes in already approved documents or software, this can be regarded as additional work and Kleemans is entitled to charge the additional costs resulting from this to the other party.

**Article 12: Registration, access to a training**

1. The other party must register himself or the participant (s) on whose behalf he concludes an agreement for a specific training in accordance with the registration method used for that training by Kleemans.
2. In the context of the registration, Kleemans is entitled to require a copy of a valid identity card from the other party or the participant(s) registered by him.
3. Kleemans reserves the right to decide not to accept a registration if the number of enrolments for a program gives rise to this or if the participant does not meet the admission requirements for the specific training.
4. In the event that the desired training is fully booked, Kleemans will inform the other party in writing and - if possible - offer an alternative training.
5. The agreement between Kleemans and the other party comes into effect at the time when Kleemans has confirmed the registration(s) for the training in writing to the other party.
6. From the conclusion of the agreement, the other party is obliged to pay the training fee due for that training.
7. Unless the parties have expressly agreed otherwise in writing and provided the replacement meets the admission requirements that may be set for the training, the other party is permitted to have a substitute participated on behalf of him or on behalf of one or more of the participants registered in the training by the other party. In that case, the other party must provide Kleemans with all relevant data relating to this replacement, such as a copy of a valid identity document of the replacement, at the latest before the participation of the replacement.

**Article 13: Implementation of training**

1. Kleemans will endeavour to have the training take place on the training days and/or times agreed between the parties at the start of the training. If there is a risk of exceeding any term, Kleemans will inform the other party as soon as possible and have consultations about this.
2. Kleemans reserves the right, in any case, to deviate from the locations, times and dates stated in the training program if the (quantity of) registrations so warrant.
3. Kleemans also reserves the right to make other organizational and/or substantive changes to the training program or to replace the trainer intended for the training if circumstances so warrant, such as in case of illness of a trainer, without being obliged to pay compensation for any damage or costs on the part of the other party. Any training fees paid in advance by the other party will then be refunded to the other party by Kleemans insofar as there is a total or partial dissolution of the agreement.
4. Kleemans will inform the other party as soon as possible about the changes mentioned above regarding the training program.
5. Kleemans is authorized to suspend the delivery of the necessary books or the (other) training materials required for the training, as well as to refuse the other party or the participant (s) registered on behalf of the other party access to the training until a possible the advance payment of the training fee by the other party has been paid.

**Article 14: Developing custom software**

1. The other party must provide Kleemans with all data and documents required for the development of the software, in a timely manner and in the form desired by Kleemans. The data carriers, electronic files, software and the like supplied by the other party for this purpose must comply with the agreed specifications.
2. The functionalities, properties, characteristics and the like of the software to be developed will be recorded in writing by the parties. The extent of Kleemans' obligations is exclusively determined by what parties have agreed in writing.
3. Unless the parties have expressly agreed otherwise in writing, all intellectual property rights with regard to the developed software will remain with Kleemans, but the other party can make use of the definitive version of this software without restrictions, if and insofar as the other party has fulfilled all its payment obligations to Kleemans.

**Article 15: Delivery and acceptance of the developed software**

1. Kleemans is obliged to inform the other party that the agreed activities for the software have been completed and the software is ready for use.
2. The software shall be deemed to have been delivered in accordance with the agreement and to comply with the agreement, if it is made ready for use by the other party, the other party has checked its operation and the delivery statement has been signed for approval by the other party.
3. The software shall also be deemed to have been delivered in accordance with the agreement if the other party has not complained to Kleemans within a period of 2 weeks after the notification referred to in paragraph 1.
4. If the other party identifies defects, errors, imperfections and the like, the other party must inform Kleemans in writing and in detail. In that case, Kleemans will repair the reported defects, errors, imperfections and the like within a reasonable period after notification. Such a repair will be carried out free of charge, unless there are usage errors of the other party or other causes not attributable to Kleemans. Recovery of any lost data is not included free of charge.
5. In the event that the other party still has defects, errors, imperfections and the like with regard to the software after the delivery or repair period, the provisions of the complaint article included in these general terms and conditions shall apply.

**Article 16: Web service**

1. In the event that Kleemans grants server (hosting) services for the other party, the other party is prohibited with regard to the use of this server or its data traffic to:
  - a. behave in violation of the 'netiquette';
  - b. infringe on intellectual property rights or other rights of third parties;
  - c. disseminate information, make accessible and/or offer it - whether or not via banners or advertisements from third parties on its website - that is in conflict with Dutch laws and regulations;
  - d. engage in 'hacking', including unauthorized access to computer systems, software and/or data of third parties;
  - e. distribute advertising, messages and/or opinions in a way that can be classified as 'spamming';
  - f. via the services of Kleemans to encourage them to engage in other illegal activities or activities that could be detrimental to the Kleemans server or to any other server connected to the internet, including referrals to or the provision of so-called 'pirated' software, 'hacker' programs, archives or 'warez' sites;
  - g. commit another offense in any other way, including the dissemination and access to information that is in conflict with public order or morality or is discriminatory in nature.
2. The other party indemnifies Kleemans for any claims from third parties that are related to the way in which the other party makes use of the web services provided by Kleemans.

3. Kleemans is entitled to limit the data traffic. If the parties have agreed such a limit, Kleemans shall be entitled to charge the additional costs arising from this or the loss suffered by Kleemans when the limit is exceeded.
4. Unless the parties have expressly agreed otherwise in writing, the agreed web service is granted for a period of 12 months. This term is tacitly renewed for the same period each time, unless one of the parties has cancelled the agreement in writing no later than 2 months before the end of the period.

#### **Article 17: Complaints**

1. The other party is obliged immediately to take receipt of the documents or software, of which it has not been agreed that a concept would be manufactured first, to proceed with its inspection. Any errors, inaccuracies, imperfections and the like that can reasonably be detected by the other party in a first, careful inspection of the documents or software must be reported to Kleemans within 2 working days after receipt of the documents, followed by a written confirmation of this.
2. Other complaints regarding the documents supplied or software, of which it has not been agreed that a concept would be produced first, must be reported to Kleemans in writing immediately after discovery - but no later than 1 month after delivery.
3. All complaints with regard to the work performed must be reported to Kleemans in writing immediately after discovery - but no later than within 3 months after execution of the work.
4. If the aforementioned complaints have not been made known to Kleemans within the aforementioned terms, the documents or software shall be deemed to have been delivered in accordance with the agreement or the work shall be deemed to have been performed in accordance with the agreement. All consequences of not reporting in time are at the risk of the other party.
5. Complaints do not suspend the payment obligation of the other party. In that case, the other party also remains obliged to purchase and pay for the otherwise ordered items.
6. The other party must enable Kleemans to investigate the complaint and in this context to provide Kleemans with all information relevant to the complaint. If the return of the documents is necessary for the investigation into the complaint, or if it is necessary for Kleemans to examine the complaint on site, the associated costs are at the expense and risk of the other party, unless the complaint proves to be well-founded.
7. No complaints are possible with regard to documents or software that have been changed by the other party after receipt or have been processed in whole or in part.

#### **Article 18: Guarantees**

1. Kleemans will ensure that the agreed deliveries and/or work are carried out properly and in accordance with the norms, professional standards and legislation and regulations applicable in its sector, but never gives a further guarantee with respect to these deliveries or activities than expressly between parties agreed.

2. In the event that the other party rightly invokes the agreed guarantees, Kleemans will provide the re-production of the documents or software or the correct execution of the agreed work or for the restitution of or a reduction on the agreed fee for the work or the price for the documents or software. All this at the discretion of Kleemans. If there is additional damage, the provisions of the liability article included in these general terms and conditions apply.

**Article 19: Liability**

1. Kleemans does not accept any liability other than the explicitly agreed professional standards by Kleemans.
2. Notwithstanding the provisions of paragraph 1 of this Article Kleemans is only liable for direct damage. Any liability of Kleemans for consequential loss, such as trading loss, loss of profit and/or loss, delay damage and/or personal injury or personal injury, is explicitly excluded.
3. The other party is obliged to take all measures that are necessary to prevent or limit the damage.
4. If Kleemans is liable for damage suffered by the other party, Kleemans's compensation obligation shall at all times be limited to a maximum of the amount paid by its insurer in the occurring case. In the event that Kleemans' insurer does not pay out or if the damage is not covered by an insurance policy taken out by Kleemans, Kleemans's compensation obligation shall be limited to a maximum of the invoice amount for the work performed or the documents and/or software delivered.
5. Contrary to paragraph 4, in the case of long-term contracts with a term longer than 3 months, Kleemans's liability is limited to the fee due over the last 3 months in the event that the Kleemans insurer does not pay out or the damage is not covered by an insurance policy taken out by Kleemans.
6. The other party must notify Kleemans within six months after he became familiar with or have become aware of the damage suffered by him.
7. If Kleemans has to perform its work on the basis of data and/or documents provided by or on behalf of the other party or on the basis of work already performed by or on behalf of the other party, Kleemans is only responsible for the correct execution of the work.
8. The other party loses its rights vis-à-vis Kleemans, is liable for all damage and indemnifies Kleemans against any claim by third parties in respect of damages if and insofar as such damage has arisen:
  - a. due to improper use or use contrary to the destination of the documents supplied or software or the result of the work or instructions provided by or on behalf of Kleemans, advice and the like;
  - b. due to errors or incompleteness in the data and/or documents provided to Kleemans by or on behalf of the other party (including advice, documents etc. from third parties);
  - c. due to non-timely and/or incomplete delivery of data and/or documents by the other party;
  - d. because adjustments have been made to the delivery by or on behalf of the other party, without the express prior permission of Kleemans.
9. In the cases listed in paragraph 8 of this Article, the other party is fully liable for all damage resulting from this and expressly indemnifies Kleemans against all third-party claims for compensation of this damage.

10. The limitations of liability included in this Article do not apply if the damage is due to intent and/or deliberate recklessness on the part of Kleemans or its managerial staff at board level or if mandatory statutory provisions oppose this. Only in these cases will Kleemans indemnify the other party for any claims by third parties against the other party.
11. Kleemans is not liable, except insofar as it is due to its gross negligence or intent, for damage including business and/or consequential damage, which may arise as a direct or indirect consequence of:
  - a. force majeure as defined in Article 24 of these terms and conditions;
  - b. acts or omissions of the other party, his subordinates, or other persons who have been employed by him or on his behalf;
  - c. negligence of the other party with regard to the quality of the delivered products;
  - d. depreciation on the delivered products as a result of external influences;
  - e. damage caused by or the result of incorrect or incomplete information on the part of the client;
  - f. damage resulting from the use of electronic means of communication, such as e-mail;
  - g. indirect damage, here understood as: consequential and consequential loss.

#### **Article 20: Payment**

1. Kleemans is at all times entitled to demand (partial) advance payment or any other security for payment from the other party.
2. Payment must be made within an expiration period of 14 days after the invoice date, unless parties have explicitly agreed otherwise in writing. The accuracy of an invoice is established if the other party has not objected within this payment term.
3. If an invoice has not been paid in full after the expiry of the term referred to in paragraph 2, the other party will owe Kleemans a late payment interest of 8.25% per month, to be calculated cumulatively over the principal sum. Parts of a month are counted as full months.
4. If, after having received payment from Kleemans, payment is still not forthcoming, Kleemans is furthermore entitled to charge extrajudicial collection costs to the other party.
5. The extrajudicial collection costs referred to in paragraph 4 for claims with a principal amount of no more than € 25,000.00:
  - a. 15% of the amount of the principal sum over the first € 2,500.00 of the claim (with a minimum of € 40.00);
  - b. 10% of the amount of the principal sum over the next € 2,500.00 of the claim;
  - c. 5% of the amount of the principal sum over the next € 5,000.00 of the claim;
  - d. 1% of the amount of the principal sum over the next € 15,000.00 of the claim.
6. If the principal sum exceeds € 25,000.00, Kleemans shall be entitled to charge the other party for the first € 25,000.00 extrajudicial collection costs in accordance with paragraph 5 of this Article and for the additional extrajudicial collection costs of 10% over that multiple to charge the other party.
7. In order to calculate the extrajudicial collection costs, Kleemans shall be entitled to increase the principal amount of the claim after the expiry of 1 year with the default interest accumulated cumulatively in that year in accordance with paragraph 3 of this Article.
8. In the absence of full payment by the other party, Kleemans shall be entitled to terminate the agreement without further notice of default or judicial intervention by means of a written statement or to suspend its obligations under the agreement until the payment has been made or the other party has provided sound assurance for this. Kleemans also has the aforementioned right of suspension if it has reasonable grounds to doubt the creditworthiness of the other party before the other party is in default. Kleemans is not liable for damage to the other party caused by the delayed handling of work caused by the suspension.

9. Payments made by the other party will first be deducted by Kleemans from all interest and costs due and then from the due and payable invoices that have been outstanding the longest, unless the other party explicitly states in writing that the payment relates to a later invoice.
10. The other party is not entitled to settle claims of Kleemans with any counterclaims that he has against Kleemans. This also applies if the other party applies for a (provisional) suspension of payment or is declared bankrupt.
11. In the event that a continuing performance agreement involves a failure to pay in full, Kleemans will give the other party written notice of default and grant a reasonable period of time within which the other party will still have to pay. If payment is not made after this reasonable period has expired and the payment arrears are 3 instalments or more, Kleemans shall be entitled to suspend its services after notification thereof to the other party until full payment has been made or proper security has been provided. In that case Kleemans is also entitled to dissolve the agreement without judicial intervention by means of a written statement. Suspension can in this context include the blocking of the website(s), software or files managed by Kleemans for the other party. All damage suffered by Kleemans as well as the costs of reconnection or re-activation of the service are at the expense of the other party.

**Article 21: Intellectual property rights**

1. Kleemans is and remains the owner of all intellectual property rights that rest on, arise from, are related to and/or belong to (the result of) the services provided by Kleemans within the scope of the agreement or work performed, such as, among other things, the intellectual property rights relating to the databases and source codes supplied in the context of the development of the software. All this, unless the parties have explicitly agreed otherwise in writing or are determined differently in these general terms and conditions.
2. The exercise of the rights referred to in paragraph 1 of this Article is explicitly and exclusively reserved for Kleemans both during and after the execution of the agreement. The other party only obtains the (user) rights expressly agreed by the parties in respect of the databases and source codes referred to in paragraph 1 of this Article.
3. The other party is not entitled to use the documents or software supplied or produced by Kleemans outside the context of the agreement. The other party is forbidden to give it to third parties, allow third parties to inspect this or to multiply it without prior written permission from Kleemans.
4. The other party guarantees that all data or documents to be provided by him or provided to Kleemans, do not infringe the copyright or any other intellectual property rights of third parties. The other party is liable for any damage that Kleemans suffers as a result of such infringements and indemnifies Kleemans for claims from these third parties.
5. Kleemans guarantees that the (delivered) software it delivers does not, as such, infringe Dutch copyrights, patent rights, design rights or other intellectual property rights of third parties.
6. If Kleemans must nonetheless be recognized or a Dutch judge determines that software supplied by Kleemans infringes on the aforementioned rights of third parties, Kleemans - after consultation with the other party - will replace the relevant software with software that does not infringe, create a right of license to the right in question or revoke this software against a refund of the purchase price, reduced by the normal to be deemed depreciation, without being liable for further compensation.

7. The other party is only entitled to the options mentioned in paragraph 6 of this Article if he has informed Kleemans at such a time about the (alleged) claims of third parties - stating all relevant details - that Kleemans is capable of properly defend its rights in the matter. Kleemans will then indemnify the other party against any claims by third parties arising from the infringements referred to in paragraph 6 of this Article, provided that the other party leaves the handling of a possible legal case exclusively to Kleemans and hereby provides all necessary cooperation.
8. Kleemans is permitted to take technical measures to protect its rights.

**Article 22: Retention right**

Kleemans is entitled to suspend the return of all data and documents provided to it by the other party, which Kleemans has in the context of the execution of the agreement, until the other party has paid all due and payable claims in respect of the aforementioned agreement. Kleemans is not liable for any damage - of whatever nature - that arises from the right of retention exercised by it.

**Article 23: Bankruptcy, disqualification of powers and the like.**

1. Without prejudice to the provisions of the other Articles of these general terms and conditions, Kleemans is entitled to dissolve the agreement, without further notice and without judicial intervention, by means of a written statement to the other party, at the time the other party:
  - a. is declared bankrupt or an application for bankruptcy has been made;
  - b. has (temporary) suspension of payments;
  - c. is affected by executory attachment;
  - d. is placed under guardianship or under administration;
  - e. otherwise loses the power of disposal or legal capacity with respect to his assets or parts thereof.
2. The provisions of paragraph 1 of this Article shall apply, unless the receiver or the administrator recognizes the obligations arising from the agreement as an estate debt.
3. The other party is obliged at all times to inform the receiver or administrator of the (content of the) agreement and these general terms and conditions.

**Article 24: Force Majeure**

1. If Kleemans can not, not timely or improperly fulfil its obligations under the agreement as a result of force majeure as stated in this Article, these obligations will be suspended until the moment that Kleemans is still able to perform these in the agreed manner without that Kleemans is in default and without being obliged to pay any compensation.
2. The other party has the right in case the situation as referred to in the first paragraph occurs, to terminate the agreement in whole or in part and with immediate effect in writing after a period of 30 days has elapsed and the obligations due to the situation of force majeure can still not be fulfilled.
3. In the event of force majeure on the part of the other party, Kleemans shall be entitled to dissolve the agreement without legal intervention, by means of a written statement to the other party, or to suspend the fulfilment of its obligations towards the other party for a reasonable period of time without to pay any compensation.

4. Force majeure on the part of Kleemans in the context of these general terms and conditions is understood to mean: a non-attributable shortcoming of Kleemans, of the third parties or subcontractors engaged by it or other important reasons on the part of Kleemans.
5. Circumstances in which there will be force majeure include war, riots, mobilization, domestic and foreign disturbances, government measures, strikes within the organization of Kleemans and/or the other party or the threat of such circumstances, disruption of the currency relations existing at the time of entering into the agreement, business malfunctions caused by fire, burglary, sabotage, natural phenomena, etc., disruptions or interruptions of the internet, as well as travel and supply problems resulting from weather conditions, roadblocks, accident etc., as well as illness or death of the intended trainer, in which Kleemans is not reasonably able to take care of adequate replacement in good time.
6. If the force majeure situation occurs if the agreement has already been partially implemented, the other party is obliged to fulfil its obligations towards Kleemans up to that moment.

**Article 25: Cancellation, suspension**

1. In the event that the other party wishes to cancel the contract prior to or during the execution thereof, he will owe Kleemans a compensation to be determined by Kleemans. This compensation includes all costs already incurred by Kleemans and the loss suffered by the cancellation, including the lost profit. Kleemans is entitled to fix the above-mentioned compensation and - at its discretion and depending on the work already carried out - to charge 20 to 100% of the agreed price to the other party.
2. If the other party cancels or reschedules a scheduled appointment less than 24 hours in advance, Kleemans shall in any event be entitled to charge the other party for the reserved time on the basis of the agreed or customary hourly rate. Cancelling can only be done by telephone or by e-mail.
3. The other party shall be liable to third parties for the consequences of the cancellation and shall indemnify Kleemans for any claims from these third parties arising from this.
4. In the event of suspension of the execution of the agreement at the request of the other party, the fee for all activities already carried out at that time or costs incurred shall immediately be due and Kleemans shall be entitled to charge these to the other party. In addition, Kleemans is entitled to charge all costs incurred during the suspension period and the costs already incurred for the suspension period to the other party.
5. In the event that the execution of the agreement can not be resumed after the agreed suspension period, Kleemans shall be entitled to dissolve the agreement, without judicial intervention, by means of a written statement to the other party. In the event that the execution of the agreement is resumed after the agreed suspension period, the other party is obliged to reimburse Kleemans's costs resulting from this resumption.

**Article 26: Applicable law/competent court**

1. Only Dutch law applies to the agreement concluded between Kleemans and the other party.
2. Any disputes shall be settled by the competent court in the place where Kleemans is established, albeit that Kleemans always retains the authority to submit the dispute to the competent court in the place where the other party is established.
3. If the other party is located outside the Netherlands, Kleemans shall be entitled to act in accordance with the provisions of paragraph 2 of this Article or - at its option - to bring the disputes before the competent court in the country or the state where the other party is established.

January 2017