

General Terms & Conditions of Relevance Learning B.V.

Article 1 Definition of terms

Client: the natural or legal person who negotiates with Contractor on the granting of an Assignment to perform work or who in any other way has given Contractor an Assignment to perform work.

Contractor: Relevance Learning B.V.

Assignment: the assignment given by the Client to Contractor for the provision of learning services for which an offer is drawn up separately and on which matter a Contract is entered into between Parties.

Contract: an agreement concluded between Parties (for the provision of learning services).

Standard training /course: Existing standard training/courses, part of Contractor's standard portfolio. It can be a purely online learning pathway, a blended learning journey or purely Virtual instructor led or face to face training.

Customised training/course: Training/course that is either an adaptation of a standard Contractor training/ course to the needs of the Client, or a training/ course that has been developed specially for this Client and may have some elements of a Contractor standard training/course in it. It can be a purely online learning pathway, a blended learning journey or purely Virtual instructor led or face to face training.

Starting moment of the training/course: starting moment of the first online session (date that participants can start the journey in case of blended or online program) or session case of a non -blended program.

Starting moment of the assignment: the first invoiceable performance of the assignment.

Cancelling/Shifting: the termination/shifting of the Assignment for a training/course or shifting of the starting moment of the Assignment.

Party: Client or Contractor

Parties: Client and Contractor jointly.

Coaching: individual counselling.

Article 2 Applicability

1. These General Terms and Conditions apply to all quotations and offers from Contractor, as well as all contracts between Contractor and Clients for the provision of internal company projects and/or participation in these projects, or consultancy in the broadest sense of the word, hereinafter also referred to as the 'Assignment'.

2. Deviations from these terms and conditions will only be binding if and to the extent they are confirmed in writing by Contractor.

3. The application of any purchasing terms and conditions or other terms and conditions of the Client is expressly excluded.

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Article 3 Formation of the assignment

The Contract between Contractor and the Client is concluded by (1) signing of the offer by the Client, (2) by signing of the written confirmation by the Client or (3) through written confirmation by Contractor of the Client's notification of the Assignment by telephone.

Article 4 Offers

1. The Contractor cannot be bound by an offer or bid if the Client can reasonably understand that (part of) the offer or bid contains a clear mistake or clerical error.
2. A compiled offer and/or bid does not commit the Contractor to perform part of the offer and/or bid for an equivalent part of the price quoted.
3. Offers and/or bids do not automatically apply to future contracts.
4. All amounts included in offers and/or bids, Contracts and these general terms and conditions are exclusive of, so to be increased with, VAT.

Article 5 Assistance by Client

1. The Client will provide the Contractor at all times, on request or otherwise, with all information that the Contractor needs for correct execution of the Assignment awarded to it.
2. If the data necessary for the execution of the agreed Assignment is not made available by the Client, or is not made available on time or in accordance with the agreements, or if the Client fails to comply with its information obligation or other obligations in other ways, the Contractor is authorized to suspend the execution of the Contract.
3. In order to ensure that the execution of the Assignment proceeds well and on schedule as far as possible, the Client will make employees of its own organisation available in a timely manner, unless this does not follow from the nature of the Assignment. The Client must ensure that its personnel have the right skills and experience to be able to perform the necessary work.
4. If the Client's failure to provide personnel, requested data, documents and facilities or its failure to do so correctly or on a timely manner results in extra costs for the Contractor, these costs will be fully borne by the Client.

Article 6 Performance of the contract

1. In so far as offers and/or bids submitted by Contractor are partly based on information that is provided by the Client, the Client guarantees that to the best of his knowledge he provided all essential information for the design and performance of the offered activities. Contractor will perform the services to be provided by Contractor to the best of its knowledge and ability, and in accordance with the usual standards within the sector in which Contractor

operates. If in the performance of the Assignment/Contract it emerges that there are circumstances that require a modified approach, Contractor will, in consultation with Client - or vice versa - strive to adapt the original Assignment/Contract. Both Client and Contractor are obliged to draw attention to this promptly and discuss and record in writing the consequences for the Assignment/Contract and any (extra) costs.

2. The Contractor is not liable for damage of whatever nature as a result of the Contractor's reliance on incorrect and/or incomplete information provided by the Client unless it should have been apparent to the Contractor that such information was incorrect or incomplete.

3. If it has been agreed that the Assignment/Contract is executed in phases, the Contractor may suspend execution of such phases as pertain to a following phase until the Client has approved the results of the preceding phase in writing.

Article 7 Cancellation and/ or rescheduling of the assignment by the client

1. Any cancellation by the Client, as well as any desired change to the commencement date (rescheduling), must always be made in writing or by e-mail with confirmation of receipt, addressed to the contact person as included in the Assignment/Contract. Rescheduling is equivalent to cancellation, as referred to hereunder.

2. In the event of compelling reasons (including, but not limited to: illness or absence of an expert/third party) on the part of the Contractor, the Contractor can propose to the Client to cancel the Assignment/Contract in whole or in part or to cancel participation in it by the Client or the participant designated by the Client. The Client will accept such proposal from the Contractor, provided that the Contractor offers full refund to the Client in respect of the cancelled (relevant part of the) Assignment/Contract.

- The client may cancel the assignment free of charge until 8 weeks before commencement of the assignment.
- For rescheduling after a planning has been confirmed by client, before 8 weeks before the commencement of the assignment, will be charged at 5% of the price of the scheduled programs

II. of the Assignment for a Customized training/course by the Client

1. Cancellation of an entire Assignment can take place under the following conditions:

- Free of charge up to 8 weeks before the commencement of the Assignment. However, all start-up costs, as well as all other costs incurred by the Contractor in connection with the Assignment, are due by the Client;
- If the Client cancels up to 4 weeks before commencement of the Assignment, the Client will be obliged to pay 50% of the agreed amount for the Assignment as included in the Contract;
- If the Client cancels up to 2 weeks before commencement of the Assignment, the Client will be obliged to pay 75% of the agreed amount for

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the Assignment as included in the Contract;

- In the event of cancellation by the Client less than 2 weeks before commencement of the Assignment, the Client is obliged to pay 100% of the agreed amount for the Assignment as included in the Contract, whereby the cancellation costs referred to above will be charged to the Client at the time the Assignment would have commenced. If the Assignment is rescheduled within 8 weeks before the commencement of the Assignment, this will be regarded as a cancellation as referred to above.

2. Cancellation of **a part of an Assignment**, not leading to cancellation of an entire Assignment as referred to above, can take place under the following conditions:

- Free of charge up to 4 weeks before the commencement of the Assignment. However, all start-up costs, as well as all other costs incurred by the Contractor in connection with the Assignment, are due by the Client;
- If the Client cancels less than 4 weeks before commencement of the Assignment, the Client will be obliged to pay 50% of the agreed amount for the relevant part of the Assignment as included in the Contract;
- If the Client cancels up to 2 weeks before commencement of the Assignment, the Client will be obliged to pay 75% of the agreed amount for the relevant part of the Assignment as included in the Contract;
- In the event of cancellation by the Client less than 2 weeks before commencement of the Assignment, the Client is obliged to pay 100% of the agreed amount for the relevant part of the Assignment as included in the Contract,

whereby the cancellation costs referred to above will be charged to the Client at the time the relevant part of the Assignment would have commenced. If the Assignment is rescheduled within 4 weeks before the commencement of the Assignment, this will be regarded as a cancellation as referred to above.

III. of an Assignment for individual guidance/coaching by the Client

1. Cancellation of an entire Assignment can take place under the following conditions:

- Cancellation or amendment of the Assignment always takes place in consultation between the Client and the Contractor;
- Free of charge up to 4 weeks before the commencement of the Assignment. However, all start-up costs, as well as all other costs incurred by the Contractor in connection with the Assignment, are due by the Client;
- If the Client cancels up to 2 weeks before commencement of the Assignment, the Client will be obliged to pay 50% of the agreed amount for the relevant part of the Assignment as included in the Contract;
- If the Client cancels up to 48 hours before commencement of the Assignment, the Client will be obliged to pay 75% of the agreed amount for the relevant part of Assignment as included in the Contract;
- In the event of cancellation by the Client less than 48 hours before commencement of the Assignment, the Client is obliged to pay 100% of the agreed amount for the relevant part of Assignment as included in the Contract, whereby the cancellation costs referred to above will be charged to the Client at the time the Assignment would have commenced.

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2. Cancellation of a part of an Assignment, not leading to cancellation of an entire Assignment as referred to above, can take place under the following conditions:

- Cancellation or amendment of the conversation always takes place in consultation between the coach and the coached. Hereby it is assumed that the coach will always try to achieve optimal flexibility with regard to rescheduling appointments;
 - Free of charge up to 4 working days before the commencement of the relevant part of the Assignment;
 - If the Client cancels up to 2 working days before commencement of the relevant part of the Assignment, the Client will be obliged to pay 50% of the agreed amount for relevant part of the Assignment as included in the Contract;
 - In the event of cancellation by the Client less than 2 working days before commencement of the relevant part of the Assignment, the Client is obliged to pay 100% of the agreed amount for the relevant part of the Assignment as included in the Contract,
- whereby the cancellation costs referred to above will be charged to the Client at the time the relevant part of the Assignment would have commenced.

Article 8 Prices

Prices are non-binding unless included in a written Contract as referred to in article 3.

Article 9 Payment

1. Contractor will charge the fees payable by the Client by means of an invoice. Payment must be made in the bank or postal giro account indicated on the invoice within a period of 30 days, without suspension or set-off due to an (alleged) failure by Contractor.
2. If the Client fails to pay within the agreed period, it will be in default without further notice of default. Contractor will always be entitled to charge statutory interest from the due date. If payment is not made in good time, Contractor is entitled to suspend performance of the Assignment immediately in whole or in part.
3. Failing prompt payment by the Client, the Client will always be obliged to compensate Contractor for all extra judicial collection costs reasonably incurred in and out of court at any time, including, but not limited to, the collection costs as well as the costs actually incurred and the fees of bailiffs and lawyers. The extra judicial collection costs will amount to at least 15% of the amount owed by the Client, with a minimum of EUR 260,-.

Article 10 Suspension and dissolution

Failing prompt payment by the Client, Contractor is entitled to refuse participation of the Client or the participants designated by the Client in a Standard training/ course and/or Customized training/course or to suspend performance of the Assignment or dissolve the Contract, without prejudice to the terms of Article 9.

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Article 11 Duration and conclusion of Assignment

1. Offers and/or bids by Contractor are inextricably linked with the structure of the activities described in the project proposal (of Contractor). Changes to the structure, including those concerning the size, phasing of the Assignment, the method, analysis and reporting, that are made in consultation with the Client, can result in the modification of the costs owed by the Client.
2. If interim change to the performance of the learning services arises due to facts or circumstances within the control of the Client, Contractor is entitled to make modifications to the described structure for the learning services if this is necessary for the quality of these services. Contractor is entitled to charge the (additional) costs associated with aforementioned modifications to the Client.
3. Contractor can in advance only give an indication of how long the completion time will be for the performance of an Assignment/Contract. An agreed period or end date of the Assignment/Contract and the reporting are never fatal, unless otherwise expressly agreed upon in writing.
4. If and insofar as required for the proper execution of the Assignment/Contract, the Contractor is entitled to have certain work carried out by third parties.
5. A Contract is always concluded for a minimum period and/or for a minimum number of (repeat) deliveries. Unless agreed otherwise in writing, such a Contract cannot be terminated prematurely.

Article 12 Termination

1. Without affecting any other right or remedy available to it, either Party may terminate it with immediate effect by giving written notice to the other Party if:
 - i. the other Party commits a material breach of any of those terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;
 - ii. the other Party applies for suspension of payments, is declared or becomes bankrupt, offers an amicable or judicial settlement, not being a WHOA-agreement, ceases/stops its business operations in whole or in part or threatens to do so, liquidates her business, changes its legal personality, the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations has been placed in jeopardy and/or an execution order is levied on (part of) the assets of the other Party .
 - iii. Without affecting any other right or remedy available to it, Contractor may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment

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Article 13 Consequences of termination

1. On termination of the Contract:

- The Client shall return any of the training materials which have not been fully paid for and all other documents and/or information belonging to Contractor; and
- any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

2. Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Article 14 Force majeure

Contractor shall have no liability to the Client under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to illness, (government measures as a result of an) epidemic and/or pandemic, strikes, blockades, lock-outs, other industrial disputes or business disturbances (whether involving the workforce of Contractor or any other party), failure (temporarily or for whatever reason) of a utility service or transport or communications network (telephone, e-mail, fax etc.), failure (temporarily or for whatever reason) of the electrical and/or electronic infrastructure (computers, software etc.), destruction and/or disappearance of the electronic data and/or fraudulent use thereof by third parties, act of God, war, riot, civil commotion, occupation, malicious damage, government obstruction, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, (large scale) (natural) disasters, fire, flood, storm, nuclear reactions, , default of suppliers or sub-contractors, third parties refusing to cooperate and all other causes beyond the control of Contractor.

Article 15 Variation

No variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

Article 16 Waiver

No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Article 17 Intellectual property

1. Unless expressly agreed otherwise, the intellectual property rights of the materials used by the Contractor in the performance of the Contract, including teaching materials, exclusively belong to the Contractor, unless these property rights belong to another party which use thereof is permitted to Contractor. The Contractor hereby declares and warrants to the Client that, with due observance of the foregoing, it is fully entitled and authorized with regard to the use of intellectual property rights and that Contractor has not granted any exclusive license or other copyrights to third parties or that she has waived any copyrights in this respect and that third parties cannot enforce any rights on the intellectual property rights.
2. The Contractor will indemnify the Client against any action by third parties based on the allegation that the Contractor infringes an applicable copyright or any other intellectual property right, provided that the Client, within 15 days after the Client is addressed by a third party against any infringement of a valid copyright or any other intellectual property right, informs the Contractor thereof in writing by registered letter and with copies of the documents the Client received from the third party.
3. The indemnification referred to in Article 17.2 does not apply if the Client, without written permission of the Contractor, has made use of the intellectual property rights and/or has made changes thereto, or at least has had them made by a party other than Contractor.
4. The Parties are jointly responsible for any claim of a third party against the Contractor and/or Client regarding the content of intellectual property rights, as well as if such a claim pertains to an infringement of intellectual property rights with regard to any manufactured/developed works. If third parties announce or submit any claim against one of the Parties in this respect, the Parties will determine in mutual consultation whether they will put up a defense against this and how this will be done, whereby the Contractor has a decisive vote. The costs arising from such claims, including the costs of defense and compensation to be paid to third parties, will be borne by the Contractor. However, if it is established in court that there is intent or serious negligence on the part of the Client, all costs and damage will be borne by the Client.
5. Unless expressly agreed otherwise, the copyright on reports, proposals and other written documents produced by the Contractor for the purpose of carrying out the Assignment/Contract exclusively belongs to the Contractor.
6. The intellectual property rights of training resources and materials specifically manufactured and/or compiled by the Contractor for the benefit of the Client for the performance of the Assignment/Contract exclusively belong to the Contractor, but the Client does have the right to use these training resources and materials within its own organization and to multiply it for that purpose, provided that this is not done with the intention or the effect of competing in any way with the Contractor. The Client is not entitled to use these training resources and materials to provide lessons itself or to have

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them provided by third parties, both internally and externally.

7. If the Client instructs the Contractor by means of an Assignment/Contract to develop material especially for the Client, the Contractor can, in consultation with the Client, transfer the intellectual property rights to that specifically developed material to the Client. However, the Contractor is never obliged to do so and cannot be obliged to cooperate in this.

8. Insofar as the Client provides data and/or information to the Contractor, the Client guarantees the correctness and completeness of the information and data it has provided to the Contractor and indemnifies the Contractor against third parties claims regarding infringement of (intellectual property) rights of these third parties with regard to (the use of) the result of what has been realized by the Contractor in the context of the implementation of the Assignment/Contract. Furthermore, the Client guarantees that the use of such data and/or information does not infringe (legal) regulations, rules and/or guidelines.

9. All intellectual property rights with regard to the development and performance of research subsequently belong to the Contractor. The Contractor grants the Client a non-exclusive right of use for the duration of the Contract.

10. Models, techniques, instruments, including software, used for the performance of research activities and are included in the result, are and remain the property of the Contractor. Disclosure can only take place after the prior written consent of the Contractor. The Client has the right to reproduce documents for use within its own organization, insofar as this is appropriate for the purpose of the Assignment. The copyright on the project material published by the Contractor rests with the Contractor, unless another copyright holder has been indicated on the work itself.

11. The copyright on everything arising from the activities of the Contractor, including but not limited to proposals, reports, statistics, research data, data files and other documents and generated data, rests exclusively with the Contractor, unless otherwise agreed in writing. The Contractor also retains the right to use the knowledge gained through the performance of work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 18 Takeover of personnel

During their employment and for two years after termination of their employment, the employees of Contractor will be bound by a competition clause, entailing that they may not (do any) work for business associates of Contractor. On that basis, the Client is not at liberty during the aforementioned period, , to employ (former) employees and/ or associated staff of Contractor or otherwise make use of their services without previous written approval of Contractor. This also applies if the employee and/ or associated staff member has meanwhile been employed by a third party.

Article 19 Liability

1. Contractor will carry out the Assignments according to commercially

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reasonable efforts and in accordance with the codes of the NRTO (Association of Training and Educational Institutes in the Netherlands). www.nrto.nl/kwaliteit

2. Contractor will not accept any liability towards the Client for damage other than damage covered by their liability insurance and to the extent that the insurer will pay in cases that arise.

3. In cases other than those mentioned in paragraph 2, liability is limited to the amount charged for the performance causing the damage, or if a fixed-term Contract is concerned, up to the amount of the invoices over a period of 3 (three) months. In no event will the damages amount to more than EUR 15.000

4. Contractor will never be liable for damage due to:

- any breach by the Client of its obligations, including not rendering sufficient cooperation in the performance of the Contract.
- incorrect and/or incomplete information from and/or information provided too late by the Client. The Client warrants the correctness and completeness of the information essential to the project.

5. Contractor will never be liable for indirect damage and/or loss, including consequential loss, loss of profit and damage and/or loss from business stagnation.

6. Contractor may not be held liable if the Client has the opportunity to claim compensation from its insurance company or from a third party for the damage and/or loss incurred.

Article 20 Processing personal Data

1. The basis for the processing of personal data is formed by the execution of the Contract with the participant/Contracting Party as included in these General Terms and Conditions of Delivery.

2. The purpose for which we process personal data is related to the services provided by Contractor, namely the development, maintenance and organisation of training, education, consultancy, coaching and research, with the objective of personal, team and organisational development.

3. All personal data that are obtained within the context of the Contract with the participant/Client will be handled in the strictest confidence and in accordance with the applicable privacy legislation and regulations by the Contractor.

4. Any research data that are obtained by the Contractor from the Client may be used for scientific and other research activities in anonymised form. This means that the data can be published without a statement of the exact origin of the data without the Client's express approval. By granting the Assignment to the Contractor, the Client also grants the Contractor approval to use the data generated at the Client for the purpose described above.

5. Inspection, correction and removal. Client is entitled to inspect, correct or remove his/her personal data. Our Data Protection and privacy statement explain how to exercise this right.

6. The processing of personal data results in information concerning the use of the training and learning services and is therefore used to generate information that cannot be traced back to the person concerned but comes

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in form of statistical and other overviews for management, policy and research purposes.

7. The full Data protection and privacy Statement can be found here.

Article 21 Penalty Clause

In the event the Client acts in violation of any of the obligations under the articles of the Assignment/Contract (including these general terms and conditions), the Client shall, upon written objective substantiation of such violation and without notice of default being required, owe the Contractor an immediately due and payable , penalty of EUR 10.000,00 to be increased with a penalty of EUR 1.000,00 for each day such violation has taken place and continues, without prejudice to the right of Contractor to claim full compensation. Aforementioned penalties are not subject to judicial modification.

Article 22 Provision of personal data to third parties

1. Personal data are not provided to third parties unless:
 - a. This takes place with the express consent of the data subject;
 - b. Such is required by law or the information is requested by the Public Prosecution Service and/or the police within the context of the investigation and prosecution of criminal offences.
2. The Contractor may engage third parties to process personal data. The Contractor obliges these third parties to act in accordance with the Contractor's privacy and data processing conditions, which have been laid down in Section 20 and the Data protection and privacy statement and Data processing statement, referred to in article 20.
3. Personal data are not sold to third parties.

Article 23 Confidentiality

1. In addition to the data processing agreement, referred to in article 20, , both Parties are obliged towards each other, both during the term of the Contract and thereafter, to maintain the confidentiality of all information of any nature and/or content, and regardless of the manner in which this information has come to their knowledge, which they receive by virtue of or in connection with the conclusion and/or performance of a Assignment/Contract and of which it is or should be clear to them that this information is of a confidential nature. In special cases, the confidentiality criteria per Assignment/Contract can be supplemented/changed in consultation between Parties. The aforementioned does not apply insofar as the data and/or confidential information is made public:
 - a. If a Party is obliged to do so by virtue of any statutory regulation or is required to do so by a competent authority, provided that such disclosure is made after consultation with the other Party; or

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b. To the professional advisers of a Party, insofar as this disclosure is necessary and provided that these advisers have a duty of confidentiality; or

c. When already public other than by disclosure in violation of this article; or

d. In legal proceedings between Parties.

2. The Parties will not use the information as referred to above for any purpose other than the implementation of the obligations and activities arising from the Assignment/Contract. The Parties are prohibited from using information from the other Party to obtain an advantage for themselves, including having direct contact with relations of the other Party other than under the Assignment/Contract.

3. At the first request of the other Party, the Parties shall return the information received to the disclosing Party, without leaving behind any (digital) copy.

4. The Contractor is authorized or entitled to use the name of the Client as a reference, except insofar as Parties agreed otherwise in writing.

Article 24 Assignment and subcontracting

Assignment of any Contract or any rights or obligations thereunder by the Client to a third party requires the prior written consent of Contractor. This provision is considered to be a stipulation with effect under property law within the meaning of Book 2, article 83, paragraph 2 of the Dutch Civil Code.

Article 25 Applicable law and court with jurisdiction

All Assignments/Contracts between Contractor and a Client are governed by Dutch law. Disputes with regard to any Assignment/Contract, will, subject to appeal, be submitted to the competent court within the district of East-Brabant (Oost-Brabant).

Further inquiries:

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