

General terms of conditions Humancollective bv

I **General, concepts and definitions**

1. By 'Humancollective' we mean 'Human Collective BV' registered with the Chamber of Commerce in the Netherlands under number 69370923.
2. All services provided by Humancollective are distributed in the capacity of an independent contractor.
3. These General Terms and Conditions shall apply to every offer, assignment or agreement regarding services to be provided or advice and training to be given by Humancollective.
4. Our Terms and Conditions shall be binding unless expressly agreed otherwise.
5. Every amendment to these General Terms and Conditions shall be agreed in writing.
6. With Client we intend the person or organization providing an assignment to Humancollective.

II **Offers**

1. Offers of Humancollective are based upon the information provided by the client.
2. The client is responsible for supplying all essential information for the setup and execution of the assignment.
3. The activities described in our offer and the related costs (including any possible changes therein, which will have to be confirmed by the other party in writing (per email)) form part of this agreement. This agreement is a contract for professional services as provided in Book 7, title 7, part 1 of the Dutch Civil Code.
4. Our offer is without any obligation and shall be valid within three months of its date. The agreement will be concluded by the Client signing and returning (or confirmation by email) our written offer (possibly changed in consultation) to Humancollective.

III **Execution**

1. The assignment shall be carried out to the best of its knowledge, abilities and in accordance with the requirements of good practice.
2. The Client shall provide the information necessary for carrying out the assignment and required by Humancollective in time and in a proper manner. This specifically includes a reaction to planning proposals and issued option data.
3. As part of the quality control and quality support we reserve the right to have employees of our agency, without any costs for the Client, work as trainee on the assignments.
4. Humancollective is entitled, after consultation with Client, to engage third parties during the execution of the assignment.

IV **Interim changes and termination**

1. If a change in advice or service is required by the Client which leads to an increased time investment by Humancollective, Humancollective has the right, in consultation with the client, to invoice the extra investment according to the fees agreed upon in this order.
2. In the case of cancellation of planned time units (for – amongst others – assessments, workshops and training courses) within two weeks before the start 100% of the costs of the cancelled time units will be charged. In the case of cancellation within four weeks before the start, 50% of the costs will be charged.
3. Obligations towards third parties assumed by Humancollective for an amended or annulled assignment shall be for the account of the Client in full.
4. If a party fails to comply with any material obligation in the agreement the other party shall send a written notice on the subject and set a reasonable period to fulfill the obligation. If the defaulting party does not fulfill its obligation within the set period, the other party may terminate the agreement and recover its damages from the defaulting party.
5. All cancellations or changes must be received in writing (per email).

V **Intellectual property and confidentiality**

1. Humancollective and third parties engaged by Humancollective for carrying out the assignment shall keep confidential any confidential information of the Client and they shall never allow third parties access to reports and memoranda submitted to the Client.
2. The Client has the complete and unlimited disposal of the deliveries from Humancollective within the context of the assignment. However, Humancollective reserves all its rights pursuant to the Copyright Act, in particular including the right to reproduce.
3. Under no circumstance is the Client allowed to provide third parties with material of Humancollective.

4. In the activities of Humancollective whereby its consultants come into contact with personal data via the Client, being not anonymous and can be traced back to a specific person, Humancollective can never be held liable for any damage resulting from loss or from any form of unlawful processing thereof.
5. The responsibility for the data processed by means of a service provided by Humancollective lies solely with the Client. The Client warrants to Humancollective that the content, the use and / or the processing of the data are not unlawful and do not infringe any right of a third party. The Client indemnifies Humancollective against any legal claim by third parties, on any grounds whatsoever, in connection with this information or the exercise of this agreement.

VI **Force majeure**

1. Force majeure in relation to the agreement is understood to mean everything that is understood in law and jurisprudence.
2. Humancollective is not bound by its obligations under the agreement if compliance has become impossible due to force majeure. In case of force majeure, Humancollective will immediately notify the Client of this.

VII **Liability**

1. The results of implementation and use of the advice provided, the services rendered or the training given depend on many factors outside Humancollective's sphere of influence. Therefore, Humancollective cannot provide guarantees regarding the results of the assignment carried out by Humancollective. Humancollective therefore assumes an obligation to perform to the best of its abilities.
2. Humancollective is liable for direct damage which is the direct result of serious and imputable mistakes made by Humancollective when carrying out the assignment. A serious mistake is a failure to act, a mistake or an omission which under normal circumstances, with normal professional knowledge and experience, with due observance of normal attention and a normal working method as regards professional conduct automatically could have been avoided.
3. Natural persons connected to Humancollective or third parties engaged by Humancollective shall bear no liability connected to the assignment. Every regulation or claim of any nature connected to the assignment and the fulfillment thereof shall only be submitted or enforced against the legal entity the assignment has been concluded with.
4. Loss of profits, consequential loss and indirect loss shall always be excluded, with the exception of intent or gross negligence of Humancollective.
5. Humancollective's liability is limited to twice the amount agreed upon for the assignment.

VIII **Price and payment**

1. Unless stated otherwise the prices as included in the offer shall be excluding turnover tax and other levies imposed by the government.
2. Travel and subsistence expenses in the offer also include an overnight stay the night before an assignment is carried out. If the travelling distance from Amsterdam to the location (of the training) exceeds 75 kilometers then an overnight stay the night before the assignment is carried out will be an option.
3. Payment shall be made within fourteen days of the invoice date, without any deduction or setoff. The Client shall not be relieved of its payment obligation by existing claims or complaints.
4. Complaints against payment shall be made in writing within 8 days of receiving the invoice.
5. The rates may be adjusted annually.
6. In the event that the Client exceeds the payment term the Client shall pay Humancollective the statutory interest.
7. Any collection costs, both judicial and extra-judicial, (amounting to at least € 125) shall be for the account of the Client.

IX **Applicable law and disputes**

1. If and insofar as any provision of these General Terms and Conditions is null and void or is nullified, the other provisions will remain in full force.
2. All disputes shall be submitted to the competent court in Amsterdam.
3. These Terms and Conditions shall be governed by Dutch law.

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