



GENERAL TERMS AND CONDITIONS

INSTITUTE FOR GOVERNANCE & LEADERSHIP

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1. General

1.1. This document contains the General Terms and Conditions of the Institute for Governance and Leadership (IGL) headquartered in Amersfoort, The Netherlands (hereafter: Contractor). They are filed at the Chamber of Commerce (KvK) of Gooi-, Eem- en Flevoland under nr. 91460298. The following terms shall bear the definitions assigned to them:

- a. Client: any legal or natural person who has awarded a contract to Contractor to carry out work.
- b. Contractor: Institute for Governance & Leadership (hereafter: IGL).
- c. Work: all services for which a contract has been awarded, or which is carried out or should be carried out by the Contractor for other causes, all this in the broadest sense of the word and in any event including the work referred to in the confirmation of the order.
- d. Services: CONTRACTOR OFFERS TRAINING AND COACHING SERVICES, NOT CONSULTING OR MANAGEMENT SERVICES. THE TRAINING AND COACHING SERVICES ARE INNOVATIVE AND CONTAIN INFORMATION AND EXAMPLES TO BE DISCUSSED FOR EDUCATIONAL PURPOSES ONLY. CONTRACTOR WILL NOT PROVIDE ADVICE IN ANY WAY AND IN ANY PARTICULAR CASE.
- e. Records: all goods and files that are placed at the Contractor's disposal by the Client, including (electronic) documents or data carriers, and all goods and files that are produced by the Contractor in the context of the execution of the contract, including (electronic) documents or data carriers.

1.2. The English text of these General Terms and Conditions is based on the Dutch version of the document. In case of doubt about the meaning or translation into the English language, the Dutch version is leading and will take precedence.

2. Applicability

2.1. These general terms and conditions shall apply to all contracts the Contractor enters into within the context of the execution of the work, subject to changes in these terms and conditions which must have been explicitly confirmed by the Contractor in writing.

2.2. The general terms and conditions of the Client shall only apply to the contracts entered into with the Contractor in so far as they are not in conflict with the present terms and conditions. In the event that doubts arise with regard to the existence of such conflict, the general terms and conditions of the Contractor shall prevail.

2.3. These general terms and conditions shall also apply to contracts between Client and any independent professional service provider affiliated to and/or licensed by Contractor for the execution of a contract, as the case may be.

3. Proposals, start, duration and cancellation of a contract

3.1. All proposals are offers free of engagement ending four weeks after receipt by the Client.

3.2. Oral and other informal agreements are only effective after written confirmation by the Contractor. Contracts shall not become effective until the moment the Contractor signs the order confirmation he received back from Client bearing the Client's signature.

3.3. A contract shall be entered into either for an indefinite or definite period of time.

3.4. A contract entered into for an indefinite period of time is terminated by cancellation. Client and Contractor can terminate this contract in writing stating the reasons for termination and at any time subject to a two month's notice. Both parties will do all that the circumstances require in the interests of the opposite party. Provisions in this contract that are explicitly or implicitly meant to remain effective after termination of this contract, shall remain effective afterwards and both parties shall be permanently bound by them.

3.5. A contract entered into for a definite period of time is terminated by expiration of the final date or by fulfillment of the contract. A (12-months) subscription offered by Contractor is also automatically terminated at the expiration date. To renew the subscription, a new application by Client in writing is due.

3.6. Intermediate termination of a contract entered into for a definite period of time is not possible, unless mutually agreed and done in writing stating the reasons for termination and done with a one month's notice. Termination of a (12-month) subscription is possible at any time but payment of the entire fee remains due without any right to restitution or reduction. Both parties will do all that the circumstances require in the interests of the opposite party. Provisions in this contract that are explicitly or implicitly meant to remain effective after termination of this contract, shall remain effective afterwards and both parties shall be permanently bound by them.

3.7. Nonetheless, Contractor and Client are entitled to terminate in writing any contract without a notice of default being required, all this without prejudice to the Contractor's other rights, and with immediate effect in case of failure, such as but not limited to:

- Client's inability to fulfill his contractual obligations due to filing for bankruptcy, seizure of property, legal restraint or other considerable loss of power of disposal;
- Client's inability to fulfill his contractual financial obligations according to the Contractor's judgment;
- Client's or Contractor's gross negligence of any obligation based on the contract or these general terms and conditions.

3.8. When terminating the contract as mentioned in the articles 3.5 and 3.6, the Contractor is entitled to payment of the entire Contract fee. When terminating the contract as mentioned in the articles 3.4. and 3.7., the Contractor is entitled to payment of all services delivered and costs incurred. Contractor will not be obliged to refund payments received or to compensate for damages incurred.

3.9. Nonetheless, Contractor is entitled to submit a claim for compensation when damage has occurred following the termination of a contract by the Client based on the articles 3.4 to 3.7.

4. Client particulars

4. 1. Client shall be obliged to place all information and records that the Contractor needs according to his own judgment for the proper execution of the awarded contract at the Contractor's disposal in time and in the required form and manner.
4. 2. Client shall guarantee the Contractor that the records and information he supplies to the Contractor are consistent with the facts.
4. 3. Contractor shall be entitled to suspend the execution of the contract until the moment the Client has met the requirements stipulated in the first paragraph.
- 4.4. If and in so far as required by the Client, the supplied records, subject to the provisions under articles 14 and 15, shall be returned to him.

5. Execution of the contract

- 5.1. Contractor shall decide in what manner the awarded contract shall be executed. The term in which the contract shall be executed is a guide term, unless explicitly agreed on a firm date or if the term implies to be a deadline. The term shall be suspended until the Contractor has received all relevant records from the Client and, if applicable, the Client has made a down payment to the Contractor.
- 5.2. Contractor shall be entitled to have certain work carried out by third parties the Contractor collaborates with under a joint name or on a permanent basis, without giving notice to the Client. Subcontracting work to others requires the permission of the Client.
- 5.3. Contractor shall send or transport records by ordinary post, unless explicitly instructed by the Client to send or transport records in a manner that provides more security with respect to timely and complete delivery.
- 5.4. Contractor shall execute the contract in accordance with the applicable rules of conduct and professional rules.
- 5.5. Contractor shall only carry out more work than stipulated in the order confirmation after the Client has awarded a contract to do so, unless the work arises from a duty of care of the Contractor.
- 5.6. If during the contract work is carried out for the benefit of the Client's profession or business that is not part of the work as agreed upon in the order confirmation this work shall be supposed to have been carried out as part of the current order of the Client, based on the records related to this work in the Contractor's administration. These records must refer to interim consultation between the Client and the Contractor.

6. Electronic communication

- 6.1. During the execution of the Engagement the Client and Contractor can communicate with each other by means of electronic resources and/or make use of electronic storage (including cloud storage), networks, applications or other electronic systems.
- 6.2. In case of doubt regarding the content or transmission of electronic communication, the data extracts from Contractor's computer systems shall be decisive.

6.3. Contractor shall not be liable for any loss or damage incurred by the Client due to the use of electronic means of communication, including but not limited to loss or damage due to non-delivery or delay in delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/hardware used for sending, receiving or processing electronic communication, transmission of viruses, and non-functioning or not properly functioning of the telecommunication network or other means required for electronic communication, except for loss or damage that is the result of gross negligence or intent by Contractor.

6.4. In addition to the previous paragraph, Contractor shall not be liable for any loss or damage resulting from or in connection with drafting electronic documents, including but not limited to tax return(s), annual accounts and reports, filing and/or issuing of such documents based on Standard Business Reporting (SBR) or other prescribed methods and/or applications, including but not limited to third party formats or portals.

7. Secrecy and exclusivity

7.1. Contractor shall be bound to secrecy towards third parties that are not involved in the execution of the contract, with the exception of obligations imposed on him by virtue of the law to disclose certain information.

7.2. Contractor shall be bound to impose this obligation of secrecy also upon any third parties he engages.

7.3. Contractor shall be entitled to use results in figures obtained after processing the information for statistical or comparative purposes, provided that the results cannot be reduced to individual Clients. Contractor is allowed to use Client's name as a reference to new clients, unless Client objects.

7.4. Except for the provisions in the immediately preceding paragraph, the Contractor shall not be entitled to use the information made available to him by the Client for any other purpose than that which it was obtained for. Unless with prior written permission from the Contractor, the Client shall not disclose the contents of questionnaires, reports, advises or any other verbal, written or electronic expressions of the Contractor that have not been produced or made with the object to provide the information contained in them to third parties. The Client shall also ensure that third parties cannot access the contents referred to in the preceding sentence.

7.5. Contractor is entitled to submit a claim for compensation when the Client has breached the provisions of this section, in particular article 7. jo. art. 8.

8. Intellectual property

8.1. Contractor reserves all rights regarding intellectual property he creates, develops, uses or has used in the context of the execution of the contract with the Client, in so far as any rights can exist or be established to this property in a legal sense.

8.2. Client is explicitly forbidden to reproduce, disclose, or exploit this property, including (electronic) books, questionnaires, computer software, system designs, processes, advises, models, contracts, reports, certificates and other intellectual property, with or without the help of third parties.

8.3. It shall not be permitted for the Client to submit aids of this property to third parties, unless for the purpose of seeking an expert opinion on the work of the Contractor.

9. Force majeure

9.1. If the Contractor cannot fulfill or fulfill in time or properly his obligations arising from the contract due to a cause he cannot be held responsible for, including but not limited to electronic loss of data, (temporary) unavailability of the website and related services, or discontinuation in the normal procedures of his business, these obligations shall be suspended until the moment the Contractor shall be able to fulfill them as yet in the agreed manner.

9.2. Client shall be entitled in the event that the situation referred to in the first paragraph should occur, to terminate the contract in writing, wholly or partially and with immediate effect.

10. Fee

10.1. Contractor shall be entitled both before commencement of the work and during the work to suspend performance of the work until the Client has made a reasonable and fair down payment to the Contractor for the work, or has provided security for this.

10.2. The Contractor's fee shall not depend on the result of the awarded contract and is charged in compliance with the usual fees of the Contractor and is payable in proportion to the work carried out by the Contractor for the benefit of the Client.

10.3. The Contractor's fee, if required plus disbursements and expense claims of engaged third parties, shall be charged to the Client inclusive of the possible BTW payable (Dutch VAT 21%), per month, per quarter, per year or after completion of the work.

11. Payment

11.1. Payment by the Client of the invoice amount shall be due within 30 days after the date of invoice, in standard currency (EURO) stated by the Contractor, at the Contractor's office or by payment to a bank account stated by the Contractor, and in so far as the payment regards work, without any right of setoff or discount.

11.2. If Client has not paid within the above-mentioned period or within the period otherwise agreed upon, he shall be in default by operation of law and the Contractor shall be entitled to charge the highest statutory interest from the due date until the date of complete payment, without a notice of default being required, all this without prejudice to the Contractor's other rights.

11.3. All costs due to judicial or extrajudicial collection of the amount due shall be at the Client's expense. The extrajudicial costs have been set to at least 15% of the amount due.

11.4. In case of a joint contract, the Clients shall be jointly and severally liable for payment of the invoice amount, in so far as the work is carried out for the benefit of the joint Clients.

12. Complaints

12.1. Complaints with regard to the performed work and/or invoice amount must be submitted to the Contractor in writing within 30 days after the day of dispatch of the documents or information the complaint is about, or within 30 days after discovery of the defect, if the Client can prove that it was not possible to discover the defect earlier in all fairness.

12.2 In case of a just complaint, the Contractor can choose to adjust the fee charged, to correct or re-do the work free of charge or to cancel the contract wholly or partially against a refund in proportion to the fee the Client already paid.

12.3. A complaint as referred to in the first paragraph shall not suspend the Client's obligation to pay.

13. Liability

13.1. CONTRACTOR OFFERS TRAINING AND COACHING SERVICES, NOT CONSULTING OR MANAGEMENT SERVICES. THE TRAINING AND COACHING SERVICES ARE INNOVATIVE AND CONTAIN INFORMATION AND EXAMPLES TO BE DISCUSSED FOR EDUCATIONAL PURPOSES ONLY. CONTRACTOR WILL NOT PROVIDE ADVICE IN ANY WAY AND IN ANY PARTICULAR CASE. CONTRACTOR CANNOT BE HELD LIABLE, NOR PROFESSIONALLY NOR PERSONALLY, FOR THE DIRECT OR INDIRECT IMPACT OF THIS INFORMATION AND EXAMPLES ON THE CLIENT'S BUSINESS AND PERSONAL CIRCUMSTANCES.

13.2. Contractor shall execute a training and coaching contract in accordance with the applicable legal and professional rules of conduct at all times, such as stipulated by the International Coaching Federation (ICF). Nonetheless, in the execution of the contract damage can occur. In that case, the Client and the Contractor will first try to any reasonable extent to find a satisfactory solution for both parties.

13.3. Contractor's liability for possible direct loss of the Client, in whatever way related to or caused as a result of overdue or improper performance of the contract, shall be limited to the amount of fee charged and paid by the Contractor to the Client for this contract in the period of 12 months prior to the moment of failure. With regard to loss related to or caused by overdue or improper execution of the work by employees or affiliated independent professional service providers of the Contractor that have been seconded by the Client, the Contractor's liability shall be limited to a maximum of three months of fee as charged by the Contractor to the Client for the contract within the period of the failure.

13.4. For all consequential loss, including discontinuation in the normal procedures within the Client's business, in any way related to or caused by an error in the execution of the work by the Contractor, the Contractor cannot be held liable in any way.

13.5. Contractor shall be entitled at any time to undo the Client's loss, if and in so far as possible in the judgment of the Contractor.

13.6. Contractor shall not be liable for the custody, damage or the loss of records during transport or dispatch by electronic or ordinary post, irrespective of whether the transport or dispatch is by or on behalf of the Client, the Contractor or a third party. Contractor shall not be liable for the (temporary) unavailability or loss of electronic facilities, such as the server, the website and related services.

13.7. Client indemnifies the Contractor against all claims of third parties which are directly or indirectly related to the execution of the contract, in any event if the claim has been given rise by providing information that is in conflict with the facts, unless the Client shows that the claim is not related to the provided information or in case of gross negligence or intention of the Contractor.

13.8. Contractor shall never be liable for a loss as a result of gross negligence or intention of free-lancers or non-executive employees of the Contractor.

14. Right to suspend performance

14.1. Contractor shall be entitled to suspend the performance of all his obligations, including the delivery of records or other items to the Client or third parties until the moment all debts which are due and payable by the Client have been settled.

15. Lapse of rights

15.1. In so far as not provided otherwise in these general terms and conditions, all rights for claims and other rights of the Client for any cause against Contractor in connection with the execution of work carried out by the Contractor lapse in any event one year after he became aware or could be aware in all fairness of the existence of these rights.

16. Applicable law and jurisdiction

16.1. Dutch law applies to all contracts between the Client and the Contractor to which these general terms and conditions apply.

16.2. All disputes related to contracts between the Client and the Contractor to which these general terms and conditions apply shall be submitted to the competent court in the court district in which the Contractor has its residence.

17. Repair Clause

17.1. If a provision of these General Terms & Conditions or the underlying Engagement/Agreement might be wholly or partially null and void and/or invalid and/or unenforceable as a result of any statutory regulation, judicial decision, or otherwise, this will have no consequences whatsoever for the validity of these General Terms & Conditions or the underlying Engagement/Agreement.

17.2. If a clause of these General Terms & Conditions or the underlying Agreement/Engagement might not be valid for a reason referred to in the previous paragraph, but would be valid if it would have a more limited scope or purport, such clause shall automatically be valid with the most far-reaching or largest limited scope or purport with which or in which it would be valid.

17.3. Subject to the clause in paragraph 2 and if so required, the parties can consult each other in order to agree upon new clauses, which shall replace the void and/or invalid clauses, while maintaining as much as possible the objective and the purport of the void and/or invalid clauses.

Amersfoort, May 1, 2024
The Netherlands

This document is a translation. In the event of any dispute as to the interpretation of any of these conditions, the official Dutch language version shall prevail.