

1. General

- These are general terms and conditions of **Leadership Evolution**. Registered in the Dutch chamber of commerce (CC 85203688), located at Staaieweg 9 in Vierlingsbeek. Leadership Evolution (hereinafter referred to as "Contractor") is a partnership between Martijn Maas and Michiel van der Weijden.

2. Applicability

- These general terms and conditions apply to all quotations and agreements between the Contractor and the Client.
- These general terms and conditions have been declared applicable in the Contractor's quotation. In the event of an order confirmation by the Client, this applicability cannot be set aside. Even if, in the confirmation of the assignment, the Client declares its general terms and conditions applicable, or sets aside clauses in the Contractor's general terms and conditions, the Contractor's general terms and conditions will nevertheless apply in full.
- In the event of a conflict between the provisions of the general terms and conditions and the provisions of the agreement, the provisions of the agreement shall prevail over the provisions of the general terms and conditions.

3. Acceptance of the agreement

- The agreement, including acceptance of these general terms and conditions, is accepted at the moment that the signed proposal/quotation has been received by the Contractor. Changes to the agreement, or deviations from these general terms and conditions, can only be agreed in writing.
- A quotation from the Contractor is only valid for the duration stated in the quotation with a maximum of 6 weeks, after which the quotation will expire.

4. Execution of the assignment

- The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the knowledge at that time.
- If and to the extent required for the proper execution of the agreement, the Contractor has the right to have certain work carried out by third parties.
- The Client shall ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, is provided to the Contractor in a timely manner. If the information required for the execution of the agreement is not provided to the Contractor in a timely manner, the Contractor has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs arising from the delay in accordance with the usual rates.
- The Contractor is not liable for damage of any nature whatsoever that arises because the Contractor has relied on incorrect and/or incomplete information provided by the Client.

5. Confidentiality

- Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from any other source in the context of their agreement. Information is considered confidential if it has been communicated by the other party or if this logically follows from the nature of the information.

6. Intellectual property

- The copyright and intellectual property rights of materials supplied by the Contractor are vested in the Contractor. This concerns all documents provided, such as quotations, descriptions, readers,

presentations, handouts, reports, advice, designs, sketches, drawings, sound files or videos. It is not permitted to reproduce the material in any way whatsoever without the express permission of the Contractor. It is not permitted to re-exploit the material. It is also not permitted to use the material for purposes other than those for which it was made available.

7. Changes to the Agreement

- If, during the execution of the agreement, it appears that it is necessary to amend or supplement the work to be performed for proper execution, the parties will amend the agreement in a timely manner and in mutual agreement.
- If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected by this. The Contractor will inform the Client of this as soon as possible.
- If the amendment or addition to the agreement has financial and/or qualitative consequences, the Contractor will inform the Client of this in advance.
- If a fixed fee has been agreed, the Contractor will indicate the extent to which the amendment or addition to the agreement will result in this fee being exceeded.
- If circumstances arise during the execution of the assignment that necessitate adjustment of the assignment, the Client and the Contractor will reasonably negotiate about adjustment of the assignment.

8. Payment

- Payment must be made within 4 weeks of the invoice date.
- After the expiry of 4 weeks after the invoice date, the client is in default. From the moment of default, the client is liable to pay the statutory commercial interest on the amount due and payable.
- In the event of liquidation, bankruptcy or suspension of payments of the Client, the Contractor's claims and the Client's obligations towards the Contractor shall be immediately due and payable.
- Payments made by the Client are always intended to settle in the first place all interest and costs due and secondly to settle invoices which have been outstanding for the longest period of time, even if the Client states that the payment relates to a later invoice.
- If the Client is in default or in default in the fulfilment of one or more of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. These costs amount to at least 15% of the outstanding invoice.

9. Termination

- The Client and the Contractor may terminate the assignment prematurely if and insofar as one of the parties demonstrates that the execution of the originally agreed assignment will become considerably more difficult or impossible for important reasons and that completion of the assignment cannot reasonably be required. This must be done in writing with due observance of one month unless reasonableness and fairness preclude termination within such a period.
- The assignment may be terminated by either party by registered letter (prematurely) without observing a notice period in the event that the other party is unable to meet its debts, if a receiver, administrator or liquidator has been appointed, if the other party enters into a debt restructuring, or ceases its activities for any other reason or if the other party can reasonably plausibly demonstrate the occurrence of one of the above circumstances on the part of one party or if a situation has arisen that warrants immediate termination in the interest of the terminating party.
- If the Client has terminated the contract (prematurely), the Contractor will be entitled to reimbursement of all work performed and costs incurred up to that point, or to reimbursement of the additional costs incurred by the Contractor that it reasonably must incur as a result of the early termination of the agreement.

- If the Contractor has terminated the contract (prematurely), the Client shall be entitled to the Contractor's cooperation in the transfer of work to third parties, unless there are facts and circumstances underlying that termination that are attributable to the Client.

10. Complaints

- Complaints about the work performed must be reported by the Client to the Contractor in writing within 8 days of discovery, but no later than 14 days after completion of the work in question.
- If a complaint is well-founded, the Contractor will remedy the complaint within reasonable endeavor, unless this has become demonstrably pointless for the Client in the meantime. The latter must be made known in writing by the client.
- If the performance of the agreed service is no longer possible or useful, the Contractor will only be liable within the limits of these general terms and conditions.

11. Force majeure

- The Contractor may invoke force majeure. As a result, the execution of the guidance is impossible due to a cause that cannot be attributed to the Contractor. Nor is this cause in his sphere of risk. As a result, the contractor cannot be expected to be able to perform the assignment within the agreed period. The Contractor is entitled to an extension of the term, or is entitled to terminate the performance of the Assignment and to charge the Client for the costs incurred in the context of the Assignment.
- If the execution of the assignment becomes impossible due to a cause that cannot be attributed to the client (force majeure) and is not within its sphere of risk, the latter is entitled to have the work terminated against reimbursement of costs incurred by the contractor.
- Force majeure is understood to mean all circumstances beyond the control of the parties that reasonably make the fulfilment of the agreement very difficult or impossible. This includes, but is not limited to: illness, molestation; fire, natural disasters; Floods; epidemics or war.
- The party that invokes the non-compliance of the other party with the agreement is obliged to take all necessary measures to limit the damage to be suffered. If these measures entail costs, these costs will be reimbursed by the other party.

12. Liability

- The Contractor will perform its work to the best of its knowledge and will observe the care that can be expected of the Contractor.
- The Contractor accepts no liability for defects in services provided by it, unless these are the result of serious negligence, intent or gross negligence.
- The Client indemnifies the Contractor against claims from third parties for damage.
- The Contractor shall only be liable for an attributable failure to comply with an assignment if the Client immediately and properly gives the Contractor notice of default and thereby sets a reasonable period to remedy the shortcoming and the Contractor continues to attributable fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible and enables the Contractor to respond adequately.
- The Contractor's liability can never exceed the invoice amount.
- The Contractor shall never be liable for consequential damage.

13. Governing Law

- This agreement is governed by Dutch law. Any disputes will be submitted to the court with jurisdiction in the district in which the contractor has its registered office.
- The Contractor is free to submit a dispute to another competent court.
- The invalidation of one or more provisions of these General Terms and Conditions by court decision shall not affect all other provisions.

14. Version(s)

- These general terms and conditions are published on the Contractor's website (www.leadership-evolution.nl). They are sent on request and can always be consulted by the client.
- The Contractor is free to publish a new version of the Terms and Conditions. It applies to agreements entered into after the date of publication.