

General Terms and Conditions Jaatinen B.V.

Article 1 Definitions

- 1.1. In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.
- Jaatinen: Jaatinen B.V., corporate seat in Utrechtse Heuvelrug, the Netherlands, holding office at Arnhemsebovenweg 92, 3971 MN Driebergen-Rijsenburg, the Netherlands, registered in the Dutch Business Register with the Chamber of Commerce number of 61962902.
- Client: The Jaatinen's counterparty.
- Contract: The contract for the rendering of services.
- Parties: Jaatinen and the Client
- Services: Advising, leading and supporting organizations or parts thereof, in their change process. Training and coaching people in their professional development. The services Jaatinen will provide are further defined in the Contract between the Parties.

Article 2 General

- 2.1. These conditions are applicable to all offers, quotations and all contracts between Jaatinen and a client to which Jaatinen has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.
- 2.2. These terms and conditions are further applicable to all contracts with Jaatinen that are executed with the assistance of third-parties.
- 2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.
- 2.4. The applicability of any purchasing or other conditions of the client is expressly rejected.

Article 3 Offers and quotations

- 3.1. All offers are subject to contract unless the offer contains an express written statement to the contrary.
- 3.2. In the absence of statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.
- 3.3. If the acceptance differs (on minor points) to the offer set out in the quotation, Jaatinen is not bound to those differing points. In the absence of statement to the contrary by Jaatinen, the contract will in that case not be formed in keeping with those different points.
- 3.4. A composite price statement does not oblige Jaatinen to perform part of an order at a corresponding proportion of the stated price.
- 3.5. Offers and quotations are not automatically applicable to future orders.

Article 4 Execution of the contract, information and resources

- 4.1. Jaatinen will execute the contract to the best of his knowledge and ability and in accordance with high standards and in keeping with the expertise the client can reasonably expect of Jaatinen. Jaatinen does not however guarantee that any intended result will be achieved.
- 4.2. Jaatinen will determine how and by whom the order is carried out, but will act in accordance with the client's indicated wishes wherever possible. If and in so far as required for the correct execution of the contract, Jaatinen reserves the right to have the work carried out by third-parties.
- 4.3. The client shall ensure that Jaatinen is provided in full and in good time with all information, as well as amendments thereto, in the form and manner that Jaatinen indicates is necessary for the performance of the contract or which the client could reasonably be expected to understand is required both on commencement and during the execution of the contract. If the information required for the execution of the contract is not issued to Jaatinen on time or in full, Jaatinen reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current

market rates.

- 4.4. The client shall ensure that Jaatinen is provided in good time with all resources and facilities that Jaatinen indicates are necessary and which the consumer could reasonably be expected to realize are necessary to the execution of the contract and to ensure that they are available and correctly functioning at all times. If sufficient resources required for the execution of the contract are not issued to Jaatinen, Jaatinen reserves the right to suspend execution of the contract and/or to charge the client with extra costs incurred as a result of the delay at the current market rates.
- 4.5. The client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to Jaatinen. Jaatinen cannot be held liable for losses of any nature whatsoever caused by Jaatinen's use of incorrect and/or incomplete information provided by the client, unless Jaatinen should have been aware of that inaccuracy or incompleteness.
- 4.6. The client is obliged to inform Jaatinen without delay of changes to the issued information and other facts and circumstances that could be important to execution of the contract.
- 4.7. If it has been agreed that the contract will be executed in stages, Jaatinen reserves the right to suspend execution of the components forming part of a subsequent stage until the client has approved the results of the preceding stage in writing.
- 4.8. If Jaatinen or third-parties engaged by Jaatinen in the context of the order carry out work at the client's location or a location indicated by the client, the client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.

Article 5 Amendments to the contract

- 5.1. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the contract, the parties shall enter into consultation in good time and amend the contract accordingly.
- 5.2. Amendments or additions to the contract that have been agreed by the parties can result in a change to the completion date. Jaatinen shall inform the client of changes to the completion date as soon as possible. Amendments or additions to the contract do not give the client any entitlement to compensation for damages.
- 5.3. If the amendment or addition to the contract has any financial and/or quality implications, Jaatinen shall inform the client of those implications in advance. Jaatinen has the right to charge additional costs to the client.
- 5.4. If a fixed fee has been agreed, Jaatinen shall further indicate the extent to which the amendment or addition to the contract will result in that fee being exceeded.

Article 6 Fees and Costs

- 6.1. The Client will be charged for the Work performed by Jaatinen based on the amount of time spent and the costs incurred by Jaatinen. Payment of the fee is not dependent on the result of the Work unless otherwise agreed. Travel and accommodation expenses are charged separately.
- 6.2. In addition to the fee, the Client will also be charged any expenses incurred by Jaatinen and the expense claims submitted by any third parties engaged by Jaatinen.
- 6.3. In the event that fees or prices are subject to change after the formation of the Contract, nonetheless before the Contract has been fully executed, Jaatinen shall be entitled to amend the agreed fee accordingly.
- 6.4. The fee and any cost estimates are exclusive of VAT unless otherwise stated. Where statutorily required, VAT will be charged separately on all amounts payable by the Client to Jaatinen.

Article 7 Payment

- 7.1. Payment is due within 30 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank or bank giro account stipulated by Jaatinen. Objections to the level of the bills do not suspend the payment obligation.
- 7.2. If the client fails to remit payment within the 30-day period, the client shall be held in default by operation of law. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- 7.3. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of Jaatinen on the client shall become immediately due and payable.
- 7.4. Jaatinen reserves the right to have payments made by the client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest. Jaatinen can refuse a payment offer, without thus being in default, if the client indicates a different order of allocation. Jaatinen can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.

Article 8 Collection costs

- 8.1. All judicial and extrajudicial (debt collection) costs reasonably incurred by Jaatinen in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account.
- 8.2. The client is liable for payment of interest over the debt collection costs.

Article 9 Inspection, complaints

- 8.3. Complaints about the work carried out must be lodged in writing by the client to Jaatinen within 5 days of the faults being established, but 10 days at the latest following completion of the work in question. The notice of default should contain a description of the failure to perform in as much detail as possible so that Jaatinen is able to put forward an adequate response. A claim does not suspend the client's payment obligation other than if and insofar as Jaatinen has informed the client in writing that he regards the claim as being well-founded or well-founded in part.
- 8.4. If the complaint is well-founded, Jaatinen shall as yet carry out the work as agreed unless that is demonstrable no longer of any benefit to the client. The client shall be responsible for indicating that that is the case in writing.
- 8.5. If it is no longer possible or beneficial to carry out the agreed work, Jaatinen can repay a proportion of the fee already paid without continuing to carry out the order and Jaatinen can only be held liable in that regard within the constraints set forth in article 12.

Article 10 Termination

- 11.1. Either party is authorized to terminate the contract with due observance of a notice period of 1 month and towards the end of a calendar month unless otherwise agreed by the parties. Notice must be given in writing.
- 11.2. If the contract is prematurely terminated (if the contract was entered into for a fixed period of time) by the client, Jaatinen has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilization unless the termination is in response to facts and circumstances that can be attributed to Jaatinen. The client is further obliged to pay the bills for work carried out up until that time.
- 11.3. If the contract is prematurely terminated by Jaatinen, Jaatinen will arrange in consultation with the client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the client.
- 11.4. If Jaatinen incurs extra costs when transferring the work, the client shall be obliged to compensate Jaatinen for those costs with due observance of the provisions of articles 6 and 7 of these general terms and conditions.

- 11.5. Jaatinen further reserves the right at its absolute discretion and without liability to cancel a training due to insufficient bookings or through circumstances beyond the reasonable control of the company. In which event the liability of Jaatinen shall be limited to the return of all monies paid.
- 11.6. The Client is entitled to cancel any booking under the following terms only:
 - a. Over 14 days before the event, course fees will be refunded
 - b. Less than 14 days would be subject to full fees.Cancellation must be made in writing and received Jaatinen by the due date.
- 11.7. No refund of fees or transfers are allowed in the case of delegates who fail to attend. Substitutions for original nominees may be made at any time. However Jaatinen is to be notified of substitutions prior to course commencement.

Article 11 Suspension and dissolution

- 11.1. Jaatinen is authorized to suspend compliance with his obligations or to dissolve the contract if:
 - 1) The client fails to meet his contractual obligations or meet them in full.
 - 2) After entering into the contract, Jaatinen becomes aware of circumstances that gives Jaatinen good grounds to presume that the client will not meet his obligations. If there are good grounds for presuming that the client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcoming.
 - 3) Upon entering into the contract the client was required to furnish security for meeting his contractual obligations and has failed to provide that or sufficient security.
- 11.2. Jaatinen is further authorized to dissolve the contract or have it dissolved if circumstances arise of such a nature that compliance with the contract is no longer possible or can no longer be required according to the standards of fairness and equity of if circumstances arise of such a nature that the contract cannot reasonably be left in effect in unamended form.
- 11.3. If the contract is dissolved, the claims of Jaatinen on the client shall become immediately due and payable. If Jaatinen suspends compliance with his obligations, he retains his claims by law and under the contract.
- 11.4. Jaatinen reserves the right at all times to claim compensation for damages.

Article 12 Liability

- 12.1. In the event of Jaatinen being held liable, that liability shall be limited to the provisions of this clause.
- 12.2. Liability of Jaatinen is limited only for damage, if the client has lodged the damage as a well-founded complaint or claim in accordance with Article 9 and Jaatinen is nevertheless negligent to fulfill the relevant obligations.
- 12.3. Jaatinen's liability is limited to a maximum of the amount of the fee charged by Jaatinen to the client for the performance of the work in which the cause of the loss occurred, subject to the proviso that this relates exclusively to the fee payable during the last three months in which that work was carried out. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Jaatinen. For the purpose of this and subsequent clauses of this article Jaatinen is also defined as Jaatinen's employees and third-parties he has engaged for the implementation of the order.
- 12.4. Jaatinen cannot be held liable for losses caused by the client's failure to meet the disclosure obligation pursuant to article 4.3 or the fact that the information provided by the client is not in keeping with the provisions of article 4.5.
- 12.5. Neither can Jaatinen be held liable for losses caused by acts or omissions of third-parties engaged by the client during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of Jaatinen.
- 12.6. Jaatinen is further authorized at all times to maximally limit or reverse the client's loss, for which the client is obliged to cooperate in full.
- 12.7. Jaatinen cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above

is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Jaatinen.

Article 13 Indemnification

- 13.1. The client indemnifies Jaatinen against claims of third-parties regarding intellectual property rights on materials or information issued to the client and which are used during implementation of the contract.
- 13.2. If the client issues Jaatinen with information carriers, electronic files or software, etc., he guarantees that the information carriers, electronic files or software are free of viruses and defects.
- 13.3. The client indemnifies Jaatinen against claims of third-parties regarding losses related to or arising from the order implemented by Jaatinen if and insofar as Jaatinen is not liable to the client in that respect by virtue of the provisions of article 12.

Article 14 Force majeure

- 14.1. The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- 14.2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of Jaatinen but which prevent Jaatinen from meeting his obligations.
- 14.3. Jaatinen shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Jaatinen should have met his obligations.
- 14.4. The parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.
- 14.5. If Jaatinen has already partly met or will partly meet his contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied with, Jaatinen reserves the right to separately charge for the obligations already complied with or to be complied with. The client is obliged to pay that charge as though it were a separate contract.

Article 15 Confidentially

- 15.1. Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of their contract. Information is deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.
- 15.2. The obligations of confidentiality and restrictions on use shall not apply to any Confidential Information that a party proves:
 - (a) was in the public domain prior to the date of their contract or subsequently came into the public domain by other than an unauthorized disclosure;
 - (b) was previously known to such party free of any obligation to the disclosing party to keep it confidential;
 - (c) was rightfully received by such party from a third party whose disclosure would not violate a confidentiality obligation and which disclosure was not in breach of this contract;
 - (d) was previously and independently developed by such party without breach of the contract or any previous agreement with the other party; or
 - (e) was approved for release by the written authorization of the other party.
- 15.3. If Jaatinen is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or court with competent jurisdiction, and Jaatinen is unable to invoke a right to privilege recognized or permitted by statute or by the court with competent jurisdiction, Jaatinen is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the contract on the ground of any losses thus caused.

Article 16 Processing personal data

- 16.1. All personal data that are obtained within the context of the agreement with the participant/Client will be handled in the strictest confidence and in accordance with the applicable privacy legislation and regulations by the Contractor.
- 16.2. Name and address details are entered in the customer database of Jaatinen and is used to keep those concerned informed of training and other products and services provided by Jaatinen. If the participant indicates that he/she does not wish to receive information other than about his/her own training, this request will be respected immediately and the participant's data will no longer be used.

Article 17 Intellectual property and copyrights

- 16.1. Notwithstanding the other provisions of these general terms and conditions, Jaatinen reserves the rights and powers enjoyed by Jaatinen under the Dutch Copyright Act.
- 16.2. All reports, recommendations, contracts, presentations, training material, designs, sketches, drawings, software, etc., issued by Jaatinen are exclusively designated for the client's use and the client may not, without the prior permission of Jaatinen, reproduce them, publicize them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.
- 16.3. Jaatinen reserves the right to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

Article 18 No-takeover of personnel

- 17.1. During the term of the contract and for one year following its termination the client will refrain from employing or otherwise making use of the services, directly or indirectly, of employees of Jaatinen or of companies engaged by Jaatinen for the implementation of this contract or which are or have been involved in the implementation of the contract other than following proper consultation on that subject with Jaatinen.

Article 19 Disputes

- 18.1. In the absence of mandatory rules of law to the contrary, the court in Jaatinen's place of establishment has exclusive competent jurisdiction.
- 18.2. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 20 Applicable law

- 19.1. All legal relationships between Jaatinen and the client to which these general conditions apply shall be governed by the laws of the Netherlands.

Article 21 Source of conditions

- 20.1. The version that was applicable at the time at which the contract was formulated shall be applicable during the contract.
- 20.2. If any provision from these general terms and conditions or from the underlying Contract should be wholly or partly void and/or invalid and/or unenforceable as a result of any statutory provision or regulation, court judgment or otherwise, then this will have no effect whatsoever on the validity of all other provisions in these general terms and conditions or the underlying Contract.
- 20.3. If any provision in these general terms and conditions or the underlying Contract should not be valid for a reason referred to in the preceding paragraph, but would be valid if it had a more limited scope or intention, then such provision will - firstly - automatically apply with the most far-reaching or most extensively more limited scope or intention with which or within which it is valid.