

General Terms and Conditions Twinxter

These General Terms and Conditions are deposited at the Dutch Chamber of Commerce on 1 June 2022, under registration number 82248524.

1. Definitions

- 1.1 Twinxter: Partnership Twinxter, having its registered seat in Bloemendaal, the Netherlands and registered with the Dutch Chamber of Commerce under number 82248524.
- 1.2 Activities: all services performed by or on behalf of Twinxter on behalf of a client for the benefit of this client or a third party appointed by this client. These activities comprise (among others) (I) consultancy, coaching and advising on (business agile) projects and processes as well as (II) provision of training and courses as well as (III) speaking at conferences, conventions and other occasions.
- 1.3 Client: the natural or legal person who concludes and/or executes an agreement with Twinxter, uses the services of Twinxter or to whom Twinxter provides an offer.
- 1.4 Parties: Twinxter and Client.

2. Applicability

- 2.1 These General Terms and Conditions apply to the conclusion and execution of all agreements to which Twinxter or persons acting for or on behalf of Twinxter are party, both of a preparatory and executive nature, such as offers and order confirmations.
- 2.2 These General Terms and Conditions will not be deviated from, unless explicitly agreed upon in writing by the client and Twinxter.
- 2.3 If one or more provisions of these General Terms and Conditions are deviated from, the other provisions of these General Terms and Conditions will continue to apply in full.
- 2.4 If the client agrees to any of the Activities of Twinxter, Twinxter assumes agreement to these General Terms and Conditions, unless explicitly stated otherwise by the client. In case of doubt, these General Terms and Conditions will apply.
- 2.5 If one or more provisions in these General Terms and Conditions are at any time wholly or partially null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force. The expired, invalid or annulled provision(s) shall then be replaced by a legally valid provision which corresponds as closely as possible to the expired, invalid or annulled provision(s) in terms of content, purport and effect. The parties will in that case consult to agree on substitute provisions, whereby the purpose and purport of the original provision will be assumed as far as possible.
- 2.6 If a situation arises between Parties that is not stipulated in these General Terms and Conditions, then this situation should be judged in the spirit of these General Terms and Conditions.

- 2.7 Ambiguities about the interpretation or content of one or more provisions of these General Terms and Conditions shall be judged In the spirit of these General Terms and Conditions.
- 2.8 If strict observance of these General Terms and Conditions is not always required by Twinxter, this does not mean that these General Terms and Conditions do not apply or that Twinxter revokes her right to demand strict compliance with these General Terms and Conditions in other cases.
- 2.9 Twinxter is authorised to (unilaterally) amend these General Terms and Conditions at any time.

3. Offers

- 3.1 All offers made by Twinxter are free of obligation, unless Twinxter indicates differently in her offer.
- 3.2 The offers made by Twinxter are valid for 14 days after the date of the offer, unless explicitly stated otherwise in writing.
- 3.3 If the client has not accepted the offer within the aforementioned period, the offer will lapse. After expiry of the offer, Twinxter is entitled to amend the offer.
- 3.4 In the event the offer made by Twinxter is accepted by the client in a deviated variant, Twinxter will not be bound by this deviating acceptance. The agreement is then not concluded in accordance with this deviating acceptance.
- 3.5 All offers made by Twinxter are based on the information provided by the client. The client warrants that, to the best of its knowledge, all essential and relevant information for the conclusion and execution of the agreement will be provided upon request. By agreeing to any of the Activities of Twinxter, the client declares to have understood this and has guaranteed that this has been done. If it appears that the by or on behalf of the client provided information is incorrect or incomplete, Twinxter had the right to reject the offer or amend the agreement.
- 3.6 Twinxter cannot be kept to its offers if the client should have understood, in terms of reasonableness and judiciousness and views prevailing in society, that the offer or a part thereof contains an apparent error or spelling mistake.
- 3.7 Offers made by Twinxter do not apply automatically for future agreements.

4. Conclusion of the agreement

- 4.1 An agreement is concluded at the moment that the client agrees to the offer made by Twinxter, either in writing or digitally.
- 4.2 An agreement is also concluded at the moment Twinxter starts performing it's Activities at the request of the client.
- 4.3 Twinxter is entitled to refuse to conclude an agreement, without giving reasons.

- 4.4 In the event an agreement is in violation of any statutory provision of a mandatory nature, including a provision as contained in conventions, applicable laws, government conditions, commissions or requirements, Twinxter is entitled to refuse the agreement.
- 4.5 All data, information, reports, advice, materials and records are part of the agreement, unless Parties have agreed otherwise.

5. Execution of the agreement

- 5.1 In the execution of the agreement, Twinxter assumes a best-efforts obligation and will execute this agreement to the best of his knowledge and ability in accordance with the requirements of good craftsmanship.
- 5.2 When executing the agreement, Twinxter shall take into account as much as possible the reasonable and timely wishes of the client, provided that this, in the opinion of Twinxter, is conducive to the proper execution of the agreement.
- 5.3 If and in so far as required for the proper performance of the agreement, Twinxter will be entitled to have certain activities performed by third parties, or to have itself assisted or replaced in any other way by third parties, and these General Terms and Conditions will also apply to and be applied to the activities of such third parties.
- 5.4 Twinxter can change the composition of the team involved in the project, in consultation with the client. A change can take place if this is necessary for an adequate execution of one or multiple Activities, or if one or more members of the project team is/are no longer able to be part of the team. The change may not be at the expense of the quality of the services to be provided and the progress of one or multiple Activities.
- 5.5 The best-efforts obligation means that Twinxter cannot guarantee the desired results (actually) will be achieved.
- 5.6 If the client has a complaint about the execution of the agreement, the client must give notice of this within 14 days after discovery in substantiated writing. If the client has not complied with the above, the execution of the agreement is considered to have been approved so far and all rights in this regard lapse.
- 5.7 The obligations of Twinxter never go beyond what is included in these General Terms and Conditions or is confirmed by Twinxter in writing.

6. Cooperation by the client

- 6.1 The client shall always timely and appropriately provide Twinxter with all useful and necessary materials, data, information or access to relevant persons for the proper fulfilment of the agreement.

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- 6.2 The client warrants the accuracy, completeness and reliability of the information supplied to Twinxter, even if it originates from third parties.
- 6.3 The Client shall ensure that the information provided, materials or information are free of copyright or other property rights. Twinxter is never liable for materials that are not free from royalty.
- 6.4 The Client is responsible for the timely provision of employees from his company, or third parties acting on behalf of the Client during the execution of the agreement should be involved.
- 6.5 The Client shall ensure that workspace and/or work facilities are made available for the proper fulfilment of the agreement with appropriate facilities, if so required.
- 6.6 If the Client fails to fulfill the obligations described under this Article (6), Twinxter remains the right to either temporarily or permanently suspend execution of the assignment and/or to charge the extra costs resulting from the delay to the Client according to the then applicable rates.

7. Fees and payment

- 7.1 The client must pay Twinxter's invoices within 30 days of the invoice date.
- 7.2 Twinxter sends its invoices digitally.
- 7.3 Twinxter may demand an advance payment (deposit).
- 7.4 If the client objects to an invoice from Twinxter, the client must give notice of this within 14 days of the date of the invoice. The client has 14 days after the date of the invoice in which to substantiate this objection in writing to Twinxter. If the client has not complied with the above, the client will be deemed to have accepted the invoice.
- 7.5 Any objections to (the amount of) the invoice do not suspend the payment obligations of the client.
- 7.6 No refunds will be made in the event of cancellation, termination or modification of the assignment by the client, after confirmation of the assignment by Twinxter, or after one or multiple Activities of Twinxter have commenced.
- 7.7 If due to circumstances attributable to the client, planned work to be performed by Twinxter cannot be performed, the client must pay the agreed fee and associated costs to Twinxter.
- 7.8 If the client does not pay the amount due within the in Article 7.2 stated period, it will be in default, without the need for a specific notice. The client shall in that case be liable for the relevant statutory interest from the time that the client is in default until the date of payment of the full amount. If payment is not made within one month, Twinxter may suspend execution of the agreement until payment has been made in full.
- 7.9 If the client fails to pay the amounts due or to fulfil any of its obligations, Twinxter will be entitled to assign the claim to external parties, in which case all costs incurred to obtain satisfaction, both judicial and extrajudicial (the latter fixed at 15% of the amount due), will be at the expense of the

client. The client shall also owe interest on the collection costs due. This is without prejudice to Twinxter's right to claim the actual total costs.

- 7.10 If the agreement is entered into by more than one client, all clients shall be jointly and severally liable for the performance of the obligations set forth in this Article (7).

8. Changes to the agreement and/or extra work

- 8.1 The client accepts that the duration as well as the costs of the agreement may be affected if parties timely and mutually agree upon modifying and/or extending the approach, method or scope of the assignment. If adjustment of the agreement is the result of requests and/or actions of the client and/or other circumstances that can be attributed to the client, Twinxter may charge any additional work resulting from this on the basis of its usual rates as an additional or separate agreement.
- 8.2 In case of changes in legislation and/or by the government imposed otherwise additional regulations will result in extra obligations for Twinxter, Parties shall amend the agreement accordingly, on a timely basis and in mutual consultation. As soon as Parties will have knowlegde about this, they will notify each other of the aforementioned new obligations as well as the resulting necessary adjustments of the agreement and the associated costs, without delay.

9. Force majeure

- 9.1 In the event of force majeure, the delivery obligations and other obligations of Twinxter will be suspended. In that case, Twinxter is obliged to deliver as soon as this is reasonably possible.
- 9.2 Force majeure will be understood to mean unforeseen circumstances with regard to persons and/or materials, including the premises which Twinxter uses or tends to use during the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so objectionable and/or disproportionately expensive that Twinxter cannot reasonably be expected to comply with the agreement promptly.
- 9.3 If, when the force majeure arises, Twinxter has already partially fulfilled its obligations, Twinxter will be entitled to separately invoice that which has already been delivered and the client will be obliged to pay this invoice as if it concerned a separate transaction.
- 9.4 If the force majeure situation has lasted three months, or as soon as it is ascertained that the force majeure situation will last longer than three months, each of the parties is entitled to terminate the agreement prematurely with the observance of any notice period. Twinxter will be entitled to separately invoice that which has already been delivered and the Client will be obliged to pay this invoice.

10. Privacy and confidentiality

- 10.1 The parties are obliged to each other to provide all reasonable cooperation in order to enable the other party to establish its obligations under the applicable privacy legislation.
- 10.2 Processing of personal data by Twinxter will take place in accordance with the applicable laws and regulations in the field of personal data protection. Twinxter will treat personal data confidential

and will ensure that anyone who necessarily has access to the data is up to date about its confidential nature.

- 10.3 Twinxter considers the personal data provided by the client under the agreement to be lawfully obtained and managed by the client. The client indemnifies Twinxter against any claims from third parties in this regard.
- 10.4 Content-related information from the consultancy or training will only be disclosed and shared with others if the client has given his explicit consent.
- 10.5 It is not permitted to make (audio or video) recordings, other than after prior consultation and agreement between Twinxter and the client and with the permission of those present during one or multiple Activities of Twinxter.
- 10.6 This confidential obligation does not apply for information, of which can be demonstrated that (i) this is generally known and/or publicly accessible or (ii) if the other party was already aware of this information in advance and if this information was not subject to any obligation to maintain confidentiality before this information was provided to her.
- 10.7 The parties will also comply with the confidentiality obligation by imposing this obligation on their employees and all other third parties, who will work for them.
- 10.8 Twinxter may use gained knowledge gained and experience for other purposes, to the extent that no confidential information about the client is disclosed to third parties.
- 10.9 This duty of confidentiality will be applicable for the duration of this agreement, as well as after the termination of the agreement.

11. Liability

- 11.1 The total liability of Twinxter in respect of all claims under the agreement is limited to compensation for direct damage up to a maximum of the amount of the order declared up to the moment of the failure. However, the aggregate maximum of Twinxter under this agreement is limited to an amount of € 10.000,-- (in words: ten thousand euros).
- 11.2 Twinxter's liability in respect of all claims under the agreement will only arise if the client immediately and properly gives Twinxter notice of default in writing, stipulating a reasonable period in which to remedy the failure and if Twinxter continues to fail attributable in the performance of its obligations even after that period.
- 11.3 Twinxter is not liable for any damage caused by the fact that the client has failed to provide in due time necessary and correct materials, data, information or access to relevant persons which Twinxter, in its opinion, requires for the proper fulfilment of the agreement.
- 11.4 Twinxter is not liable for errors due to design, errors, failure or negligence of third parties hired by Twinxter as meant in Article 5.3.
- 11.5 Twinxter is not liable for loss or theft of or damage to personal property and/or injury incurred during consultancy and/or training or as a supposed consequence thereof.

- 11.6 Twinxter can only be held liable for direct damage. Direct damage means exclusively:
- reasonable costs made by the client to demand Twinxter to perform as agreed upon in the agreement, insofar as Twinxter can be held accountable for this failure in the performance of the agreement;
 - reasonable costs made by the client to determine the cause and extent of the direct damage;
 - reasonable costs made by the client to prevent or limit the direct damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage.
- 11.7 Twinxter cannot be held liable for indirect damage. Indirect damage means, among others:
- lost profit(s);
 - lost and/or missed savings;
 - loss of goodwill;
 - consequential damage;
 - reputational damage;
 - frustrated hopes and expectations;
 - business interruptions and other interruptions.
- 11.8 Any liability of Twinxter lapses after 1 year after termination of the work or after 1 year after the occurrence of the damage. If Twinxter is not held liable by the client within this year, any right to compensation will lapse.
- 11.9 Any claim by the client against Twinxter lapses if the client has not substantiated the alleged liability in writing and submitted to Twinxter within 3 calendar months after he has committed the facts to which the liability is based, established or could reasonably have established.
- 11.10 Liability of Twinxter due to imputable failure of the performance of the agreement only arises if the client has written a formal notice, whereby a reasonable period of time for the correction of the failure of the performance of the agreement is stated and Twinxter fails to correct the deficiency within this period.
- 11.11 Apart from the liability referred to in article 11.1, Twinxter is not liable for damages towards the client and/or third parties, regardless of the ground on which an action would be based.
- 11.12 Twinxter is not liable in the event of force majeure.

12. Cancellation of Activities II and III

- 12.1 The Client is entitled to cancel the Activities II and III (provision of training and courses as well as speaking at conferences, conventions and other occasions). In case of cancellation, client is obliged to pay the following, applying fees:
- 60 or more days before the start: 10% of the invoice amount;
 - 60 - 43 days before the start: 25% of the invoice amount;
 - 42 - 15 days before the start: 50% of the invoice amount;
 - 14 - 0 days before the start: 100% of the invoice amount;.

- 12.2 The Client is entitled to cancel Activity I (consultancy, coaching and advising on (business agile) projects and processes), but solely as described in Article 14.
- 12.3 Twinxter reserves the right to cancel agreements in whole or in part if compliance can no longer reasonably be required of Twinxter. In such cases, Twinxter must notify the client of the cancellation in writing. The client is not entitled to claim compensation in such cases. If applicable, payments to the client will be refunded, unless the cancellation is attributable to the client.
- 12.4 In the event the Client - without unsubscribing - does not show up at an appointment, the Client is obliged to pay 100% of the invoice amount.
- 12.5 If Twinxter cancels an appointment or training due to illness or another force majeure situation, a new appointment or training will be made. In these events Twinxter cannot be held liable.

13. Rescheduling of Sessions

- 13.1 A request for rescheduling of one or multiple Activities must be submitted in writing (via e-mail) by the client. The date of sending the e-mail is considered the date of request.
- 13.2 Rescheduling of group sessions, team meetings and/or projects: A planned group session or team meeting can be rescheduled free of charge by the client up to 10 working days prior to the start of the session, whereby the rescheduled session must fall within 3 months of the originally scheduled date. If this request is made less than 10 working days before the session, and/or the rescheduled session takes place later than the aforementioned period of 3 months, Twinxter is entitled to charge the session immediately or based on recalculation, including any preparations already made.
- 13.3 Rescheduling of individual sessions: A planned individual session can be rescheduled free of charge by the client up to 3 working days before the start of the session, whereby the rescheduled session must fall within 3 months of the originally scheduled date. If this request is made less than 3 working days before the session, and/or if the rescheduled individual session takes place later than the aforementioned 3-month period, Twinxter is entitled to charge the session immediately or based on recalculation, including any preparations already made.

14. Duration and (early) termination of the agreement

- 14.1 Agreements are entered into for the duration as described in the agreement and are in any case deemed to be terminated as soon as Twinxter has completed its Activities. Regarding agreements for an indefinite period, Parties will always be entitled by the end of each agreement year to cancel the agreement by registered letter with due observance of a notice period of three months, unless otherwise stated in writing agreed.
- 14.2 In Activity I cases described in Article 1.2 (consultancy, coaching and advising on (business agile) projects and processes) both parties have the right to prematurely terminate the agreement in writing if and insofar as it is demonstrated that the implementation of the original agreement has become impossible to execute, and completion of the agreement cannot reasonably be expected. In case of premature termination of the agreement, for whatever reason, the client will fully reimburse all work performed by Twinxter under the agreement up to that time. All invoices already sent to the client remain payable in full and become immediately due and payable upon

termination of the agreement. If the client prematurely terminates the agreement, he is also obliged to pay Twinxter any damage, consisting of loss of profit.

- 14.3 In the case of liquidation, strike, bankruptcy, attachment or suspension of payments of one of the parties, the other party has the right to terminate the agreement without notice. If the foregoing applies to the principal, Twinxter's claims against the principal shall become immediately due and payable subject to the conditions set out in this Article (14).
- 14.4 In the event Twinxter dissolves the agreement, then all her claims are immediately due and payable.
- 14.5 In the event Twinxter suspends the fulfillment of her obligations, Twinxter will retain its claims under the law, the agreement and/or these General Terms and Conditions.
- 14.6 Once the agreement has been concluded, it cannot be cancelled free of charge by the client.

15. Intellectual property

- 15.1 Models, techniques, instruments, including software, which are used for the execution of the assignment, in particular the use of People Journey Circle and Business Agility Scan are and remain the intellectual property of Twinxter. The client will not infringe these existing intellectual property rights.
- 15.2 Parties can agree that the rights referred to in the first paragraph of this Article (15) regarding the use and implementation of the before stated method will be transferred in whole or in part to the client. This transfer and any conditions under which the transfer takes place are always recorded in writing. If the client wishes to use the tools mentioned in Article (15.1), this is possible on the basis of a license agreement. Twinxter grants the client the right to use the materials and/or data exclusively within and for the benefit of its own organisation, but not beyond the scope of the agreement.

16. Non-acquisition clause

- 16.1 During the term of the agreement and up to two years following, the client is not permitted to, in any way, employ or hire employees or former employees of Twinxter nor is the client permitted to hire or employ third parties engaged by Twinxter, who have either directly or indirectly been involved in the execution of the agreement. This non-takeover clause covers both employment offers for a fee and offers free of charge.
- 16.2 In the event of a breach by the client of the previous paragraph, the client is forfeit to a penalty of € 15,000.00, to be increased by € 500.00 for each day that the breach continues, without prejudice to the client's obligation to pay Twinxter full compensation in this regard, if the damage should amount to more than the amount of the fine reported and without prejudice Twinxter's right to claim compliance with this stipulation and termination of the breach(es). A breach will also constitute a compelling reason for Twinxter to terminate the agreement, without Twinxter being obliged to compensate the client for any loss or damages.
- 16.3 This non-takeover clause can only be dropped if there is a written approval from the board of directors from Twinxter, for a specific employee, former employee or third parties engaged by Twinxter, who have either directly or indirectly been involved in the execution of the agreement.

19. Final provisions

- 19.1 These General Terms and Conditions, applicable at the time the agreement was entered into, shall be those published on Twinxter's website and filed with the Dutch Chamber of Commerce.
- 19.2 All judicial and extrajudicial costs reasonably incurred as a result of the client's failure to fulfil its obligations under the agreement will be for the client's account.
- 19.3 The client is not entitled to transfer its rights and obligations under the agreement without the contractor's prior written consent.

17. Governing law and jurisdiction

- 17.1 All agreements with Twinxter are governed by Dutch law.
- 17.2 All disputes which may arise between Twinxter and the client as a result of an agreement or any agreements resulting therefrom will be settled by the competent court in Amsterdam.