

Terms and Conditions Bureau Tromp B.V.

January 2023

1. GENERAL

- a) These terms and conditions are applicable to all offers of and agreements with Bureau Tromp, with seat and offices in Utrecht.
- b) The conditions regard, but are not limited to, the issue of quotations for and the execution of and participation in projects, interim management, courses, training, and other forms of education, or consultation, all matters in the widest sense of the term, between Bureau Tromp and their clients, or respectively their successors in title.
- c) The applicability of any other possible (general) conditions or clauses of the client is expressly rejected by Bureau Tromp.
- d) In case of an agreement concluded with more than one client, each client is severally and jointly liable for compliance with all obligations that the client is subject to on grounds of the agreement and these conditions.
- e) Modifications or respectively additions to these conditions and/or the agreement, as well as (verbal) arrangements and/or pledges of (collaborators of) Bureau Tromp are only valid if and to the extent these have been established and confirmed in writing by Bureau Tromp and are only effective for the relevant.
- f) Bureau Tromp takes privacy seriously. By accepting these conditions, client declares to have taken cognisance as well of the privacy statement of Bureau Tromp and to agree with it.

2. GROUNDS QUOTATIONS

- a) Quotations of Bureau Tromp are non-committal, unless it is expressly stated otherwise in the quotation, and they are based on the information provided by the client. The client guarantees that he thereby supplied, to the best of his knowledge, all essential information for the setting up and implementation of the agreement.
- b) The client cannot derive any rights from apparent typing errors and/or mistakes in the quotation.
- c) The quotations prepared by Bureau Tromp are valid for a maximum of 30 (thirty) days, unless it is expressly stated otherwise in the quotation.

3. ADOPTION OF THE AGREEMENT AND ADDITIONAL WORK

- a) An agreement between Bureau Tromp and the client is adopted after the signing by the client of the quotation of Bureau Tromp establishing the content and implementation terms for an assignment and is valid until all obligations that were entered into on grounds of this agreement have been fulfilled.
- b) An agreement is also adopted if
 - Bureau Tromp has accepted an application or an assignment from a client in writing;
 - Bureau Tromp has received approval for the quotation from the client by e-mail or verbally.
- c) Any possible additional work is billed separately and is calculated on the basis of the conditions established upon entry into the agreement. Reduced work is only set off if parties established this beforehand in writing.

4. EXECUTION OF ACTIVITIES

- a) Bureau Tromp will carry out the services to be provided to the best of their understanding and ability and in accordance with the requirements of good craftsmanship. This obligation has the character of a "best-effort obligation", because the realisation of the result aimed for cannot be guaranteed.
- b) It is permitted to Bureau Tromp upon the execution of the assignment granted to make use, if necessary, of third parties at the expense and risk of client.

5. FORCE MAJEURE

By force majeure is intended, e.g.: war, threat of war, terrorism, epidemics, rioting, fire, natural disasters, theft, power outages, internet malfunctions, disruption of e-mail traffic, viral infections or hacking by third parties, weather conditions, water damage, acts of violence, work strikes, traffic disruptions, traffic jams, government measures, changes to legislation and regulations.

- a) If Bureau Tromp is prevented completely or in part by a circumstance that cannot be attributed to them from complying with the agreement concluded, Bureau Tromp have the right to suspend compliance until execution is possible. The client in such case owes Bureau Tromp compensation for the part already executed. When the suspended part has been carried out later on, the client owes Bureau Tromp the entire amount.
- b) If due to a circumstance that cannot be attributed to Bureau Tromp the implementation of the agreement by Bureau Tromp is or becomes useless or the later implementation cannot reasonably be demanded of Bureau Tromp, Bureau Tromp have the right to rescind the agreement without any obligation to provide compensation of damages.
- c) By circumstances that cannot be attributed to Bureau Tromp must be understood in any event any circumstance beyond the control of Bureau Tromp, even if such circumstance regards Bureau Tromp itself, with the result that it is no longer reasonably possible for Bureau Tromp

to comply with their obligations, unless these circumstances have arisen through the wilful intent or gross fault of Bureau Tromp.

- d) Due to certain circumstances it may occur (on occasion) that Bureau Tromp has to change the training location of a scheduled training shortly before it starts. Even though BT tries to prevent this at all times, BT expressly reserves itself the right to do so. Such change as may occur cannot be claimed from BT and is at the risk and expense of the participant.

6. PROVISION OF INFORMATION, COLLABORATORS AND WORK AREA BY THE CLIENT

- a) In order to let the execution of the assignment progress properly and as much as possible according to schedule, the client timely provides all documents and data required by Bureau Tromp. This applies as well for the assignment of collaborators of the own organisation of the client who are or will be involved in the activities of Bureau Tromp.
- b) If Bureau Tromp so requests, the client offers a work area with phone connections, internet connection at his location, free of charges, for the benefit of the trainer/advisor of Bureau Tromp.

7. STAFF

- a) Training/Consultancy team and changes thereto:
Bureau Tromp determines - following coordination with the client - which persons will carry out the assignment granted. Bureau Tromp can change the composition of the team in consultation with the client, if they believe this is necessary for the execution of the assignment or for different reasons. The change may not reduce the quality of the consultancy services to be provided, nor have a negative effect on the continuity of the assignment. A change to the team can also occur upon request of the client in consultation with Bureau Tromp.
- b) The recruitment or hiring of mutual staff:
None of the parties may during the execution of the assignment and within one year after termination of the assignment hire staff of the counterparty or negotiate with such staff on entry into their service, if not in consultation with the counterparty. This also applies for third parties that are engaged (such as independent trainers/consultants).

8. RATES AND COSTS OF THE ASSIGNMENT

- a) With respect to the rates and the cost estimates based thereupon it is indicated in the quotation whether they include office costs, travel hours, travel and accommodation costs and other assignment-related expenses, such as the leasing of accommodation and audio-visual material. To the extent such costs are not included, they can be billed separately.
- b) An intermediate change to the level of the wages and costs that compels Bureau Tromp to adjust rates or adjust other expense allowances listed above will be passed on.

No interest costs and VAT are included in the fee, unless indicated otherwise in the quotation.

9. PAYMENT CONDITIONS

- a) The fee, the rates, and the costs as listed in article 7 are billed monthly by Bureau Tromp by way of (advance) invoice. Payment must occur within 15 days after billing date. All amounts billed to the client must be settled without discounts or deductions. The client is not authorised for setoffs.
- b) After the 15-day payment term, the statutory interest rate is billed, without a default notice being required. If payment fails to occur, Bureau Tromp can suspend execution of the assignment by appeal to the uncertainty exception.
- c) If the client is negligent or he falls short in a different manner in complying with one or more of his obligations, all reasonable costs to obtain satisfaction are borne by him, including both judicial and extrajudicial expenses.
- d) If the assignment was granted by more than one client, all clients are severally and jointly liable for compliance with the obligations as indicated in this article (regardless of who the recipient of the bill was).

10. MODIFICATION OF THE ASSIGNMENT OR ADDITIONAL WORK RESPECTIVELY

- a) The client accepts that the time schedule for the assignment may be affected if parties establish intermediately to expand or change the approach, work method, or scope of the assignment and/or the resulting activities.
- b) If the intermediate modification affects the established fee or the expenses allowances, Bureau Tromp will accordingly inform the client as soon as possible.
- c) If an intermediate change to the assignment or the execution of the assignment arises through the actions of the client, Bureau Tromp will apply the necessary adjustments if the quality of the provision of services so requires. If such an adjustment leads to additional work, this will be confirmed to the client in writing as an additional assignment.

11. DURATION AND CONCLUSION OF THE ASSIGNMENT

- a) The duration of the assignment can be affected, besides by the exertions of the team, by a variety of factors, such as the quality of the information obtained by Bureau Tromp and the assistance they receive. Bureau Tromp therefore is unable to indicate exactly beforehand what the lead time for the execution of the assignment will be.
- b) If applicable, the assignment is concluded in the financial sense as soon as the final bill has been approved by the client.
- c) If the client does not respond within a 15-day term after receipt of the final bill, the final bill is deemed to have been approved.

12. INTERMEDIATE TERMINATION OF AN ASSIGNMENT

- a) Each of the parties has the right to prematurely cancel this agreement unilaterally, if one of them holds that the execution of the assignment can no longer occur in accordance with the confirmed quotation and any possible later additional assignment specifications. This must be communicated to the counterparty as soon as possible in writing, including motivation.
- b) If premature termination has been proceeded with by the client, Bureau Tromp on account of the occupancy loss that has arisen and can be rendered probable are entitled to compensation, whereby the billing amount that was the monthly average until such time is used as a baseline.
- c) Bureau Tromp may only exercise their authority to terminate prematurely if as a result of facts and circumstances that are beyond their control or that cannot be attributed to them, completion of the assignment cannot reasonably be demanded of them. Bureau Tromp thereby retain entitlement to payment of the bill for the activities conducted until such time, whereby the client will be provided, subject to reserve, with the preliminary results of the work carried out until such time. To the extent this entails additional costs, these will be billed.
- d) In case one of the parties ends up in a state of bankruptcy, applies for suspension of payments, or ceases business activities, the other party has the right to terminate the assignment without regard for a notice period, all matters subject to rights.
- e) If the client is negligent with the correct or timely fulfilment of one or more of his obligations, or in the event that Bureau Tromp have legitimate grounds to suspect this, Bureau Tromp have the right to suspend the own obligations (established in compensation of the former).

13. CANCELLATION OR MODIFICATION TRAINING BY CLIENT (IN-COMPANY)

- a) The client for training is entitled to cancel or modify participation in, or the order for training in writing or respectively by e-mail, indicating reasons, with observance of the notice periods listed under 13 b. As date of cancellation or modification applies the date of the postmark or the e-mail date.
- b) After adoption of the agreement, in case of cancellation or modification up to eight weeks prior to the starting date a maximum of € 150 excl. VAT in administration costs and 15% of the quotation amount will be billed.
After adoption of the agreement, in case of cancellation or modification until four weeks before the starting date, a maximum of € 150 excl. VAT in administration costs and 20% of the quotation amount will be billed.
- c) In case of cancellation or modification of the training within a term of less than 4 weeks before the start of the first day, 50% of the price of the training is billed.
- d) In case the client, or a participant designated by the client, terminates participation intermediately after the start of the training or otherwise does not participate (any longer) in the training, the client is not entitled to a refund.

- e) In case of a coaching appointment made (individually) (for practice supervision), it can be changed until 2 weeks before the scheduled appointment. After, modification no longer is possible and the moment reserved is considered and registered as being a coaching session that was consumed.

14. CANCELLATION OR MODIFICATION TRAINING BY CLIENT (OPEN REGISTRATION)

- a) A client for training has the right to cancel or modify participation in, or the assignment for training in writing or by e-mail respectively, indicating reasons, with regard for the notice periods listed under 14 b. As the date of cancellation or modification will apply the date of the postmark or the e-mail date.
- b) After the adoption of the agreement, in case of cancellation or modification until four weeks before the first day of training a maximum of € 150 excl. VAT in administration costs will be billed.
- c) In case of the cancellation or modification of the training within a term of less than 4 weeks before the start of the first day, 50% of the price of the training is billed.
- d) In case the client, or a participant designated by client, after the start of the training terminates participation intermediately or otherwise does not participate in the training (any longer), the client is not entitled to a refund. The cancellation fees are owed and payable in a manner comparable to the invoices forwarded by contractor.
- e) In case of illness of the trainer, Bureau Tromp arranges for replacement.
- f) For participants (consumers) a reflection period applies of 14 days after adoption of the agreement. If the consumer exercises his right of revocation, he reports this in writing or by e-mail to Bureau Tromp. This reflection period lapses in any event on the first day of the training.
- g) In case of a coaching appointment that is made for practice supervision, it can be modified until 3 weeks prior to the scheduled appointments. After, changing is no longer possible and the moment reserved is booked as hours.
- h) Purchased coaching can be cancelled within 4 weeks after the end of the training, restitution of the outstanding hours is carried out after deduction of the cancellation fee of € 150.
- i) The cancellation or restitution of coaching hours after 4 weeks following training is not possible.

15. INTELLECTUAL PROPERTY

- a) Written documents, models, techniques, instruments, also including software, that are used for the execution of the assignment and are included in the consultancy result are and remain the property of Bureau Tromp. Disclosure by client or third parties therefore can only occur after obtaining the written permission of Bureau Tromp.

- b) Any violation of article 16 is sanctioned with an immediately payable fine of € 10,000 (ten thousand Euros). Exceeding damage that is incurred is claimed by Bureau Tromp from the client at all times.
- c) The client naturally has the right to multiply documents for usage within his own organisation, to the extent this is appropriate for the purpose of the assignment.
- d) In case of the intermediate termination of the assignment, the preceding under 16 a, b, and c is correspondingly applicable.

16. CONFIDENTIALITY

- a) Unless established otherwise, parties are mutually obligated to observe the secrecy of all information they have received from each other.
- b) Without the written permission of Bureau Tromp, the client will not make any statements to third parties regarding the approach of Bureau Tromp, their work method and the like, nor provide their reports.
- c) Bureau Tromp observes the effective privacy legislation.

17. PROTECTION PERSONAL DATA

- a) Personal data provided to Bureau Tromp by client will not be used by Bureau Tromp or supplied to third parties for other purposes than for the purpose of the execution of the assignment granted to them or for mailings and the like to be forwarded to them to the client, barring to the extent Bureau Tromp are obliged on grounds of the law or public order in the context of their business operations to provide the relevant information to an agency designated to such effect.
- b) If client has an objection against the inclusion of his personal data in any mailing list and the like of Bureau Tromp, then Bureau Tromp will remove the relevant data upon first written request of the client from the relevant file.

18. LIABILITY

- a) Bureau Tromp are not liable for any shortcoming in compliance with the obligations flowing for them from the agreement nor for unlawful actions vis-a-vis client, unless the client proves that the shortcoming is attributable to wilful intent or gross fault on the part of Bureau Tromp or on the part of a third party engaged by Bureau Tromp.
- b) The liability for the damage caused by any possible shortcomings is limited to the amount of the fee that Bureau Tromp have received for their activities in the context of that assignment.
- c) In case of assignments that have a lead time longer than a half year, a further limitation applies for the liability referred to here to a maximum of the sum billed over the past six months.
- d) Any possible claims of the client in the sense referred to here must be submitted within three months after the occurrence of the damage, failing which the client has forfeited his rights.

19. APPLICABLE LAW

The agreement and these terms and conditions are exclusively subject to Netherlands Law.

20. COMPLAINTS PROCEDURE

If shortcomings are identified by the client upon the execution of the consultancy assignment and/or training, the client can submit a complaint within a two-week term after termination of the assignment and/or training. This can be done in the following ways:

- 1) digitally via info@bureautromp.nl specifying complaint.
- 2) in writing to the following address: Bureau Tromp Fao. Complaints Committee, Orteliuslaan 850, 3528 BB Utrecht.

Bureau Tromp subsequently processes the complaint, taking into account the following principles:

- The handling of the complaint falls under the responsibility of the management of Bureau Tromp.
- Bureau Tromp during their complaints procedure observe all regulations regarding privacy and will naturally take under advisement your complaint with the greatest diligence possible.
- Bureau Tromp only take complaints under advisement that are provided with name and address information and the date of the notification.
- Bureau Tromp respond to complaints as soon as possible, but observes the following terms in any event:
 - Within one week, receipt of the complaint is confirmed in writing to the applicant.
 - Bureau Tromp give an adequate, written reaction within three weeks after receipt of the complaint.
- The client will render all assistance that is required for the investigation of the complaint. If the client does not provide assistance or investigation is not possible (any more) otherwise, the complaint is not taken under advisement and the client will have no rights of claim in the matter. If the complaints have turned out to have been unfounded, the costs of the investigation of the complaint are borne by the client.
- Bureau Tromp can postpone the handling of the complaint for a maximum of 10 days. You are informed accordingly in writing. Complaints and the manner of handling are recorded for the established term of 1 year.
- In case a consensus is not reached regarding a complaint between the client and Bureau Tromp, the client can take recourse to arbitration institute 'Nederlands Arbitrage Instituut'



in Rotterdam. The judgment of the appeals agency is binding for Bureau Tromp; any possible consequences are settled swiftly by Bureau Tromp.

21. DISPUTE SETTLEMENT

All disputes that may arise in connection with the implementation of the underlying agreement or of further agreements that may be the result thereof are settled in accordance with the Regulation of Dutch arbitration institute 'Nederlands Arbitrage Instituut' in Rotterdam.

Bureau Tromp B.V. Chamber of Commerce No 55.43.81.72 VAT-number NL8517.12.083.B.01