

## General terms and conditions

### VM Corporation B.V.

#### Article 1. Definitions

- 1.1. The capitalised words are defined as follows in these general terms and conditions, unless expressly indicated otherwise, or determined otherwise by the context:
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|---------------------|---|
| Effective Date:     | The effective date of the Training Course or Coaching Session;  |
| Coaching Session:   | The one-on-one Coaching Session arranged by VM Corporation;   |
| Participant:        | The employee of the Client for whose benefit the Client concluded the Agreement and/or the Employee participating in a Training Course or Coaching Session;                                       |
| Materials:          | All training materials developed or provided by VM Corporation in the context of the Agreement and any other work within the meaning of the Dutch Copyright Act;                                  |
| Client:             | The legal entity or natural person which or who acts in the pursuit of its <b>or his/her</b> profession or company which or who concludes or wishes to conclude an Agreement with VM Corporation; |
| Agreement:          | The Agreement between VM Corporation and the Client;  |
| Training Course:    | The online or offline training course arranged by VM Corporation;   |
| In Writing/Written: | In writing or by email;   |
| VM Corporation:     | The user of these general terms and conditions: VM Corporation B.V., established at Hendrik Chabotstraat 6 in Waalwijk, registered with the Chamber of Commerce with CoC number 18080765.         |
- 1.2. Unless the context determines otherwise, the definitions set out above used in the singular will also refer to the plural.

#### Article 2. General

- These general terms and conditions govern all Agreements between VM Corporation and the Client.
- Deviations from these general terms and conditions are only valid if agreed In Writing.
- The applicability of any purchase or other conditions of the Client is explicitly rejected.
- These general terms and conditions also govern all Agreements concluded with VM Corporation for which execution third parties are involved.
- If one or more provisions of these general terms and conditions become invalid or void, the remaining provisions of these general terms and conditions will remain fully applicable. VM Corporation will replace the invalid or void provisions, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- Insofar as VM Corporation does not require strict compliance with these general terms and conditions at all times, this will not mean that their provisions will not apply or that VM Corporation will lose its right to require strict observance of the provisions of these general terms and conditions in any other cases.
- VM Corporation has the right to amend these general terms and conditions and to declare the amended general terms and conditions applicable to the existing Agreement. The Client will be informed of the amended general terms and conditions and their effective date In Writing.

#### Article 3. Offer

- Each offer and any quotation by VM Corporation is non-binding.
- The Client is responsible for the accuracy and completeness of the requirements and specifications of the performance and all information used by VM Corporation for the quotation.
- VM Corporation cannot be held to the proposal or quotation if its acceptance (whether or not on minor points), deviates from the range offered in it by VM Corporation.
- A compound sales quotation does not require VM Corporation to execute part of the contract at a corresponding part of the quoted price.
- Clear errors or mistakes in Agreements, email messages, quotations, or on the website of VM Corporation will not be binding to VM Corporation.
- Listed prices and rates do not include VAT.
- Listed prices and rates do not apply automatically to future contracts.

#### Article 4. Conclusion of the Agreement

- The Agreement will be concluded at the moment on which the Client accepts the offer or the quotation issued by VM Corporation.
- Once the Agreement has been concluded, VM Corporation will send the Client a contract confirmation by email.

#### Article 5. Cancelling a physical Training Course or a physical Coaching Session

- The physical Training Course and the physical Coaching Session can be cancelled at no cost up to 31 days before the Effective Date.
- If the Client cancels the physical Training Course or physical Coaching Session 30 days or less before the Effective Date, the following cancellation costs will be charged to the Client:
  - In case of cancellation between 30 days and 14 days before the Effective Date: 50% of the price agreed for the physical Training Course or physical Coaching Session;
  - In case of cancellation between 14 days and 7 days before the Effective Date: 75% of the price agreed for the physical Training Course or physical Coaching Session;
  - In case of cancellation between 7 days before and the Effective Date and the actual Effective Date: 100% of the price agreed for the physical Training Course or physical Coaching Session.

#### Article 6. Cancelling an online Training Course or an online Coaching Session

- The online Training Course and the online Coaching Session can be cancelled at no cost up to 7 days before the Effective Date.
- If the Client cancels the online Training Course or the online Coaching Session later than 7 days before the Effective Date, the cancellation costs will amount to 100% of the price agreed for the online Training Course or the online Coaching Session.

#### Article 7. Rescheduling by VM Corporation

- If a Training Course or Coaching Session cannot take place due to circumstances and must be rescheduled to a different date, VM Corporation will inform the Client as soon as possible. In this case, the parties will discuss a new date for the Training Course or Coaching Session.

#### Article 8. Execution of the Agreement

- VM Corporation will execute the Agreement to the best of its ability and in accordance with the requirements of good workmanship.
- VM Corporation has the right to engage third parties, engage services from third parties, and to have the Agreement fully or partially implemented by third parties, without the need for prior notice to the Client.
- Each Agreement will lead to a best-efforts obligation, not an obligation to achieve certain results, for VM Corporation. The remuneration of VM Corporation does not depend on the result. VM Corporation does not guarantee that its work will lead to the intended result. The success partly depends on the cooperation of both parties and the commitment of the Participants.

#### Article 9. Execution period

- If a period for the completion of certain work has been agreed on, this will not be a deadline. Late execution does not give the Client the right to claim compensation or to refuse to fulfil any obligation vis-à-vis VM Corporation.
- If an execution period agreed between VM Corporation and the Client is exceeded as a result of an event which is beyond its control and cannot be attributed to it, such as the events set out in Article 16, this period will automatically be extended by the exceeded period resulting from such an event.

#### Article 10. Amendments to the Agreement

- If the Agreement is amended at the request of the Client, this may have financial or other consequences.
- Additional costs for additional work will be charged to the Client in consultation.

#### Article 11. Obligations of the Client

- The Client will ensure that all data indicated by VM Corporation as necessary for the execution of the Agreement, or of which the Client should reasonably understand their necessity, will be made available to VM Corporation in a timely fashion.
- If VM Corporation arranges a Training Course or Coaching Session at the location of the Client, the following will apply:
  - The Client must arrange a suitable space where the Training Course or Coaching Session can take place in a timely fashion;
  - The Client will provide the facilities reasonably required by VM Corporation at no cost;
  - The Client must ensure that the location where, the tools with which, and the conditions in which VM Corporation must perform the work are safe and meet all statutory requirements. The Client must take such measures that VM Corporation is protected against any risks to its person, its dignity, and its properties during the performance of the work.
- The Client must refrain from any behaviour which makes it impossible for VM Corporation to execute the contract in a proper manner.
- The Client is obliged to immediately inform VM Corporation of any facts and circumstances which may be relevant to the execution of the Agreement.
- The Client will indemnify VM Corporation against any claims by third parties which have suffered damage related to the execution of the Agreement attributable to the Client.

#### Article 12. Training Course and Coaching Session

- VM Corporation has the right to remove a Participant from the Training Course or to end the Coaching Session if a Participant misbehaves or unreasonably complicates or impedes the proper execution of the Training Course or Coaching Session. In this case, the agreed remuneration will remain due in full.
- Participants may not use or be under the influence of alcoholic beverages or drugs during a Training Course or Coaching Session.
- The Participant may not be disturbed by incoming phone calls, (text or WhatsApp) messages, or email messages during the Training Course or the Coaching Session, unless the Participant has been given permission for this by VM Corporation. The phone of the Participant must be in silent mode during the Training Course and Coaching Session.
- Costs arising from damage and/or destruction caused by a Participant during a Training Course or Coaching Session will be paid by the Client insofar as these cannot be recovered from the perpetrator.

#### Article 13. Invoicing and payment

- Invoicing will take place around the time of the Training Course or Coaching Session.
- Invoices will be sent to the Client by email.
- The Client must pay the invoices received from VM Corporation within 30 days of the invoice date.
- If the payment period is exceeded, the Client will, from the date on which the sum due became exigible up to the moment of payment, owe an interest of 1% to VM Corporation, unless the applicable statutory commercial interest is higher, in which case VM Corporation may charge this statutory commercial interest to the Client. In addition, all collection costs, both judicial and extrajudicial, will be charged to the Client. The extrajudicial collection costs will be 15% of the principal with a minimum of €100.
- Payments made by the Client will first be used to settle all owed interests and costs, and then to settle the oldest invoices, even if the Client states that the payment relates to a later invoice.
- In case of liquidation, bankruptcy, or suspension of payments of the Client, the claims of VM Corporation and the obligations of the Client vis-à-vis VM Corporation will become immediately exigible.

#### Article 14. Personal data

- 14.1. VM Corporation processes personal data in accordance with the General Data Protection Regulation (GDPR). The Client can consult the VM Corporation cookie and privacy statement for more information about the processing of personal data by VM Corporation, available at <https://www.oneminutecoaching.nl/nl/cookie-en-privacystatement/>.

#### Article 15. Liability and expiration

- 15.1. VM Corporation cannot be held to pay compensation for any damage which is a direct or indirect result of:
- An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 16;
  - Any act or omission of the Client, its subordinates, or other persons who perform work for or on behalf of the Client.
- 15.2. The Client will always be responsible for the accuracy and completeness of all information it provides. VM Corporation will never be liable for any damage (partially) caused by the inaccuracy and/or incompleteness of data and documents provided by the Client. The Client indemnifies VM Corporation against any claims in this respect.
- 15.3. VM Corporation does not accept any liability for damage of any kind incurred by Participants related to their participation in the Training Course or Coaching Session.
- 15.4. The Participant will always be responsible for the choices he makes, his behaviour, and the consequences of this behaviour, both during the time the Participant and VM Corporation spend together and afterwards.
- 15.5. VM Corporation is not liable for the wrong interpretation of the content of a Training Course or a Coaching Session by the Participant.
- 15.6. VM Corporation can never be held liable for damage, loss, theft, or the disappearance of properties of the Participant at the location where the Training Course or Coaching Session is organised.
- 15.7. VM Corporation will never be liable for indirect damage, including consequential damage, loss of profits, loss of turnover, lost savings, labour costs, imposed fines, reputation damage, and damage due to business interruptions.
- 15.8. If VM Corporation is found to be liable for any damage, this liability will be limited to the amount paid by the insurer of VM Corporation. If the insurer does not provide payment in a given case, or if the damage is not covered by the insurance, the liability of VM Corporation will be limited to the invoice amount paid by the Client for the work to which the liability relates.
- 15.9. The Client must file all legal claims within 1 year if the Client is not satisfied with the work or actions of VM Corporation. The legal claim will expire if the Client does not take action on time.
- 15.10. If the Client has provided goods and/or materials and/or facilities for the performance of the work to VM Corporation and these goods and/or materials and/or facilities are not suitable for the purpose for which they have been provided to VM Corporation, the Client will be liable for any resulting damage.
- 15.11. If the Client is attributable found to be in default with respect to the proper fulfilment of its obligations vis-à-vis VM Corporation, or if the Client acts illegitimately vis-à-vis VM Corporation, the Client will be liable for all direct or indirect damage incurred by VM Corporation.

#### Article 16. Force majeure

- 16.1. VM Corporation is not required to fulfil any of its obligations if it is prevented from doing so due to force majeure. Force majeure at least includes extreme weather conditions, floods, theft, natural disasters, terrorism, riots, epidemics, pandemics, obstructions by third parties (including those by the government), illness or family issues of the natural person executing the Agreement on behalf of VM Corporation, traffic disruptions, vehicle breakdown, fire, Internet outage, power outage, computer hacking, email traffic disruptions, government measures, and changes to laws and regulations.
- 16.2. Force majeure will also be considered a non-attributable shortcoming of a third party engaged by VM Corporation.
- 16.3. The VM Corporation also has the right to invoke force majeure if the circumstance causing the force majeure occurs after the execution period has been exceeded.
- 16.4. Insofar as VM Corporation has already partially met or will meet its obligations arising from the Agreement at the time the force majeure occurred, and the part that has been or will be met has an independent value, VM Corporation has the right to invoice the already met or to be met part.
- 16.5. If a physical Training Course or physical Coaching Session is not possible due to a situation of force majeure, the Client does not have the right to dissolve or terminate the Agreement at no cost. In this case, VM Corporation has the right to amend the Agreement and to arrange an online Training Course or Coaching Session. If the Client indicates that it does not accept the amended execution method and cancels the Agreement, the cancellation costs will be charged to the Client as set out in Article 5.

#### Article 17. Suspension and dissolution of the Agreement

- 17.1. VM Corporation has the right to suspend the execution of the Agreement with immediate effect if:
- VM Corporation is exposed or faces the risk of being exposed to a hazardous situation during the execution of the work;
  - The circumstances in which the work must be performed do not meet the relevant requirements imposed by law;
  - VM Corporation learns of circumstances – after the conclusion of the Agreement – that give it reason to fear that the Client will not meet its obligations;
  - The Client has failed to fulfil one or more of its obligations vis-à-vis VM Corporation.
- 17.2. The Client will be informed of the suspension of the execution of the Agreement by means of a Written statement.
- 17.3. VM Corporation has the right to dissolve the Agreement if the Client fails to fulfil its obligations vis-à-vis VM Corporation and the Client does not respond to a sent notice of default. A notice of default is not required if fulfilment has become permanently impossible.
- 17.4. VM Corporation also has the right to dissolve the Agreement if circumstances arise that make the execution of the Agreement impossible, or if its implementation can in

all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.

- 17.5. VM Corporation has the right to terminate the Agreement if the Client requests or is granted suspension of payments, or if the Client is declared bankrupt or applies for bankruptcy, or if the Client is unable to pay its debts, terminates or liquidates its business, is placed under guardianship, or if an administrator is appointed.
- 17.6. If the Agreement is dissolved, all work performed until the time of dissolution will be charged to the Client by VM Corporation, without prejudice to the right of VM Corporation to claim any damage suffered by it as a result of the dissolution, including loss of profit, from the Client.
- 17.7. VM Corporation is not liable for any damage suffered by the Client because of the fact that VM Corporation dissolved the Agreement prematurely or because VM Corporation suspended the execution of the Agreement.

#### Article 18. Complaints

- 18.1. Complaints about the executed work must be reported to VM Corporation immediately. The notice of default must give a detailed description of the shortcoming in order to give VM Corporation the opportunity to respond adequately.
- 18.2. Handling a complaint does not mean that VM Corporation acknowledges that the work performed contains shortcomings.
- 18.3. After the submission of the complaint, the Client must give VM Corporation the opportunity to investigate the validity of the complaint and, if necessary, give VM Corporation the opportunity to resolve its failure to carry out the agreed work.
- 18.4. The liability of VM Corporation is always limited to the provisions of Article 15.
- 18.5. Complaints do not suspend the payment obligation of the Client.

#### Article 19. Intellectual property rights

- 19.1. VM Corporation is and remains the full and exclusive beneficiary concerning the intellectual property rights on the Materials, such as copyrights.
- 19.2. The Materials may not be copied, disclosed, or used for commercial purposes without the prior written permission of VM Corporation.
- 19.3. All intellectual property rights to Training Courses developed by VM Corporation will remain vested with VM Corporation.
- 19.4. If the Client violates the intellectual property rights of VM Corporation, the Client will be liable for all damage suffered by VM Corporation as a result, including loss of turnover.
- 19.5. VM Corporation reserves the right to use information gained thanks to the execution of an Agreement for other purposes, insofar as no information about the organisation of the Client that must be reasonably considered confidential, or information about individual persons, is shared with third parties.

#### Article 20. Confidentiality

- 20.1. Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or another source. Information is confidential if the other party has indicated this, or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 20.2. If, pursuant to a statutory provision or a court order, VM Corporation is required to disclose confidential information to a third party designated by law or the designated competent court, and VM Corporation cannot invoke a duty of confidentiality permitted by law or the competent court, VM Corporation will not be liable to pay damages or compensation and the Client will not have the right to terminate the Agreement based on any resulting damage.

#### Article 21. Applicable law and competent court

- 21.1. All Agreements and transactions between the Client and VM Corporation are governed by the laws of the Netherlands.
- 21.2. All disputes related to this Agreement, these general terms and conditions, or any legal relationships that arise from them, specifically those concerning validity, interpretation, implementation, termination, or dissolution, will exclusively be settled by the court competent in the district where VM Corporation is established, to the exclusion of any other court.