

TERMS AND CONDITIONS BROUT B.V.
July 2024

Article 1. Definitions

1.1 In these Terms and Conditions, the following definitions shall apply:

- a. **Assignment/Agreement:** the entirety of agreements between the Client and the Contractor, whereby the Contractor undertakes vis-à-vis the Client to perform Work under the application of the Terms and Conditions;
- b. **Brout Coaching:** a coaching program custom made by Contractor on behalf of Client;
- c. **BroutSchool:** an open program established by Contractor on behalf of Client for which a Client may enroll;
- d. **BroutTailor Made:** Any Work performed by the Contractor on behalf of the Client that does not fall under Brout Coaching or Brout School, including but not limited to: customized programs, workshops, assessments, seminars, courses, learning courses, conferences, conventions, lectures and/or master class;
- e. **Cancellation:** the unilateral cancellation of an Assignment/Agreement by the Client or Contractor;
- f. **Client:** the legal or natural person who, as the counterparty to BROUT B.V., has commissioned BROUT B.V. to perform Work;
- g. **Contractor:** BROUT B.V., which has accepted the Assignment/Agreement and performs it under its own responsibility;
- h. **Custom Software:** Tailor Made assessments and/or online learning environment called Learning Stone, developed, and delivered by Contractor.
- i. **Employee(s):** the employees of the Contractor to be engaged by the Contractor for the execution of the Work, as well as the consultants, trainers, coaches and/or other auxiliary persons (not being employees of the Contractor) who will work under their own responsibility pursuant to a separate service provision agreement with the Contractor;
- j. **GDPR:** General Data Protection Regulation;
- k. **GDPR IA:** General Data Protection Regulation Implementation Act;
- l. **In Writing:** By e-mail or letter;
- m. **Licensee:** the natural or legal person with whom Contractor has entered into a license agreement;
- n. **Participant(s):** one or more natural person(s) who will participate in the Assignment/Agreement;
- o. **Parties:** The Contractor and the Client jointly;
- p. **Quotation:** any offer by the Contractor to conclude an Assignment/Agreement, whether or not at the request of the Client;
- q. **Terms and Conditions:** the provisions of this document;
- r. **Work:** the totality of activities performed under or in preparation of the Assignment/Agreement agreed upon between Client and Contractor.

Article 2. Applicability

- 2.1 These Terms and Conditions apply to all legal relationships between the Contractor and the Client concerning Work performed or to be performed by the Contractor for the Client. These Terms and Conditions also apply to any additional or follow-up assignments.
- 2.2 Deviations from these Terms and Conditions will only be valid if and insofar they have been expressly agreed upon by the Parties in writing.
- 2.3 The Contractor is authorized to amend these Terms and Conditions. Amended Terms and Conditions will be deemed to have been accepted if Client has not objected to the amended Terms and Conditions within thirty days after the amended Terms and Conditions have been sent to him or have become known to him.
- 2.4 Applicability of any purchase- or other terms and conditions of Client is expressly rejected.
- 2.5 If any provision in these Terms and Conditions is null and void, the rest of the Terms and Conditions will remain in force and the provision in question will be replaced in consultation between Parties by a provision that approximates the purport of the original provision as closely as possible.

Article 3. Conclusion of the Assignment/Agreement

- 3.1 Every Quotation made by Contractor is without obligation and valid for fourteen calendar days.

- 3.2 The Assignment/Agreement is concluded when the Contractor has received the Quotation sent to the Client and signed for approval in writing.
- 3.3 If the Client has not (yet) received the signed Quotation, the Assignment/Agreement will be deemed to have been concluded under the applicability of these Terms and Conditions when the Contractor has commenced performing the Work at the Client's request.
- 3.4 The Agreement will apply for the term as agreed between the Parties. The Assignment/Agreement will terminate in any case upon termination and/or completion of the Work.
- 3.5 Each of the Parties will be permitted to sign the Assignment/Agreement as well as any amendments to it electronically. Each of the Parties shall also be permitted to sign another copy of the same document. Amendments to the Assignment/Agreement must be agreed upon by both Parties in writing.

Article 4. Client's Obligation

- 4.1 If the co-operation of the Client is required with regards to an Assignment/Agreement, the Client will make all information and documents required by the Contractor for the correct and timely execution of the Assignment/Agreement available to the Contractor in a timely manner and in a form and manner requested by the Contractor.
- 4.2 The Client will be obliged to provide the Contractor, of its own accord, with all information which the Client knows or ought reasonably to know is or may be relevant to the proper execution of the Assignment/Agreement.
- 4.3 The Contractor may assume that the information supplied to the Contractor is accurate, complete, and reliable, even if it originates from third parties.

Article 5. Contractor's obligations

- 5.1 With consideration of what has been agreed upon by the Parties, the Contractor will execute the Assignment/Agreement to the best of its knowledge and ability and with the care of a good contractor. The Assignment/Agreement is subject to an obligation to perform to the best of one's ability.
- 5.2 The Contractor will determine the way and by whom the Assignment/Agreement will be executed. In situations where it is the explicit intention that the Assignment/Agreement be executed by a specific natural person, the applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is excluded. The Contractor will determine in what manner and by what means the Assignment/Agreement will be executed.
- 5.3 The Contractor will have the right to involve other persons, legal entities or third parties in the execution of the Assignment/Agreement. The choice of other persons, legal entities or third parties to be involved by the Contractor will, where possible and reasonably appropriate, be made in consultation with the Client and with due care. Contractor is not liable for shortcomings of these third parties, barring intent or gross negligence.
- 5.4 Time schedule, costs and quality of the Assignment/Agreement may be changed in the event of interim adjustment of the (scope of the) Assignment/Agreement, approach or working method, based on agreement in writing between the Parties.
- 5.5 The Contractor shall always be entitled to replace the Employee(s) named in the Assignment/Agreement with Employee(s) of equal or comparable expertise. Should it not be possible to deploy a replacement Employee of the Contractor for an Assignment/Agreement, the Parties will agree on a new date for the Brout Coaching, Brout Tailor and/or Brout School made.
- 5.6 For that part of the Assignment/Agreement that has been executed by the Contractor, we are entitled to claim payment pro rata.

Article 6. Fee and payment

- 6.1 Contractor's fee is expressed in Euros, exclusive of turnover tax and other levies which may be imposed by the government. The aforementioned levies will be charged by Contractor to Client.
- 6.2 If rate-determining factors, such as wages and/or prices, change after the Assignment/Agreement has been concluded, but before the Assignment has been completed, Contractor will have the right to adjust the previously agreed rate accordingly.
- 6.3 Payment by Client shall be made no later than 30 days after the invoice date, without deduction, discount or set-off, in Dutch currency by deposit into or transfer to a bank account designated by Contractor. Contractor is at all times entitled to invoice in a manner other than the aforementioned.

- 6.4 Complaints or objections by Client against the amount of the invoices submitted do not suspend the payment obligation.
- 6.5 If Client has not paid within the period referred to in Article 4.1, Contractor is entitled, without notice of default and without prejudice to Contractor's other rights, to charge Client the statutory commercial interest for the period from the due date of payment as referred to in Article 4.1 until the date of payment in full.
- 6.6 All judicial and extrajudicial (collection) costs incurred by Contractor in connection with Client's non-performance or late performance of its payment obligation and incurred by Client shall be borne by Client.
- 6.7 Contractor shall always be entitled to demand from Client a reasonable advance payment or (additional) security for the fulfilment of its payment obligation. If the Client fails to fulfil this requirement (in good time), the Contractor will be entitled, without prejudice to its other rights, to suspend the (further) execution of the Assignment / Agreement and all amounts owed by the Client to the Contractor for whatever reason will become immediately due and payable.

Article 7. Liability

- 7.1 Contractor will be liable for damage incurred by the Client as a direct result of an attributable breach in the execution of the Assignment / Agreement (breach of contract), or in tort or otherwise by virtue of the law.
- 7.2 Contractor's liability is limited to an amount equal to one (1) time the fee owed to Client, barring intent or gross negligence. This limitation applies in full in the event of liability to several Clients, in which case Contractor will pay all Clients together no more than one (1) time the fee owed to Contractor under the Assignment / Agreement.
- 7.3 Contractor's liability for indirect damage (including but not limited to lost profit, lost savings, damage due to business interruption) is excluded, barring intent or gross negligence on the part of Contractor.
- 7.4 Outside the cases mentioned in articles 7.1 to 7.3, the Contractor is under no obligation to pay damages.
- 7.5 Contractor is not obliged to fulfil any obligation to the Client if he is prevented from doing so due to a circumstance that is not due to his fault or a circumstance that is not his responsibility under the law or generally accepted practice. In these Terms and Conditions, force majeure means, in addition to its definition in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Contractor cannot exercise any control, but which prevent Contractor from fulfilling its obligations. This includes strikes at Contractor's company or third parties. The Contractor also has the right to invoke force majeure if the circumstance preventing (further) fulfilment of the Assignment / Agreement occurs after the Contractor should have fulfilled its obligation.
- 7.6 Contractor will always be entitled to limit or undo Client's damage as much as possible, to which Client will give full cooperation.
- 7.7 The Client may no longer invoke a defect in the Assignment/Agreement if it has not protested to Contractor in writing within one (1) year after it has discovered or could reasonably have discovered the defect.

Article 8. Intellectual property

- 8.1 The Contractor reserves all rights of intellectual property with regard to Custom Software developed by the Contractor for the execution of an Assignment/Agreement.
- 8.2 Development of Custom Software takes place based on specifications in writing drawn up by the Client and the data and information made available to the Contractor. The Client guarantees the accuracy, completeness, relevance and reliability of this data and information.
- 8.3 In view of the copyrights, database rights and/or other intellectual property rights that may be exercised - wherever and whenever - Contractor grants Client a non-exclusive and non-transferable right of use. This right of use includes the internal use of the Custom Software within the purpose for which and the persons for whom this Custom Software was developed. The right of use shall terminate upon termination of the Assignment/Agreement.
- 8.4 The Client is explicitly forbidden to duplicate, disclose or exploit those products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of the Contractor, all in the broadest sense of the word, with or without the involvement of third parties. Reproduction and/or disclosure and/or exploitation shall be permitted only with prior consent, in writing, of Provider. The Client has the right to reproduce

the written documents for internal use at the Client, to the extent appropriate within the purpose of the Assignment/Agreement.

Article 9. (Premature) termination of Assignment/Agreement

- 9.1 Parties shall be permitted to terminate the Assignment/Agreement prematurely, with due observance of a reasonable term of notice, if either Party is of the opinion that the Assignment can no longer be executed in accordance with the Assignment/Agreement.
- 9.2 The wish to terminate must be communicated to the other party in writing, with reasoning. Parties may only exercise the authority to terminate if, because of facts and circumstances beyond the control of the terminating party or which cannot be attributed to him, completion of the Assignment/Agreement cannot reasonably be required.
- 9.3 Contractor will charge Client for the work performed and costs incurred up to the time of termination.
- 9.4 If the Client is declared bankrupt, applies for a moratorium or discontinues its business, the Contractor will have the right to terminate the Assignment / Agreement, all without prejudice to its rights.
- 9.5 If the Client passes away or is placed under guardianship - if the Client is a natural person - the Contractor will also have the right to terminate all or part of the Assignment/Agreement without any judicial intervention or notice of default being required.
- 9.6 If the Client fails to duly fulfil its obligations under the law or pursuant to the Assignment/Agreement, fails to pay an invoice amount or part thereof within the specified period, or fails to comply with the Contractor's request for advance payment, cash payment or security for payment pursuant to Article 6.6 of these Terms and Conditions, the Contractor reserves the right to dissolve the Assignment/Agreement in whole or in part.
- 9.7 The right of rescission and immediate collection of amounts due shall not affect the Contractor's right to compensation for all direct, indirect and consequential damages, including lost profits. In addition, Contractor retains all other legal rights accruing to Contractor.

Article 10. Cancellation

- 10.1 The Client will always have the right to dissolve or cancel the Assignment/Agreement without giving reasons fourteen (14) calendar days after the conclusion of the Assignment/Agreement.
- 10.2 The provisions of Article 10.1 will not apply if the Contractor receives back the Quotation signed in writing by the Client within fourteen days prior to the Assignment/Agreement.

Cancelling Brout Tailor made

- 10.3 A Brout Tailor made activity can only be cancelled in writing and before the start of Brout Tailor made activity. In case of such cancellation (without prejudice to any cooling-off period as referred to in article 10.1) the Contractor is entitled to charge the following costs to the Client:
 - a) for cancellation less than thirty (30) days before the start of Brout Tailor made activity: 100% of the agreed price;
 - b) for cancellation between thirty (30) and sixty (60) days before the start of Brout Tailor made activity: 50% of the agreed price;
 - c) for cancellation between sixty (60) and ninety (90) days before the start of Brout Tailor made activity: 25% of the agreed price;
 - d) for cancellation more than ninety (90) days before the start of Brout Tailor made activity: 0% of the agreed price.

Cancelling Brout School.

- 10.4 A Brout School open program can only be cancelled in writing and prior to the start of the Brout School open program. In the event of such cancellation (without prejudice to any cooling-off period as referred to in article 10.1) the Contractor is entitled to charge the following costs to the Client:
 - a) for cancellation less than thirty (30) days before the start of the Brout School open program: 100% of the agreed price;
 - b) for cancellation between thirty (30) and sixty (60) days before the start of the Brout School open program: 50% of the agreed price;
 - c) in case of cancellation more than sixty (60) days before the start of the Brout School open program: 0% of the agreed price.

10.5 In case the number of Participants for a Brout School open program to be given is below the minimum number set by Contractor, Contractor is entitled to cancel the Brout School open program. In such a case, Contractor may offer Client the opportunity to enrol the Participant(s) for another. If this is not possible, the invoice amount will be credited to Client. In case the invoice amount has already been paid, the invoice amount will be refunded.

Cancelled Coaching

10.6 A Brout coaching activity can only be cancelled in writing. In the event of such cancellation (without prejudice to any cooling-off period as referred to in Article 10.1) the Contractor is entitled to charge the following costs to the Client:

- a) for cancellation less than seven (7) days before the start of the Brout coaching activity: 100% of the agreed price;
- b) for cancellation between seven (7) and fourteen (14) days before the start of the Brout coaching activity: 50% of the agreed price;
- c) for cancellation more than fourteen (14) days before the start of the Brout coaching activity: 0% of the agreed price.

10.7 Cancellation of the intake interview for the purpose of the Brout coaching activity can be always done free of charge.

Article 11. Protection of personal data

11.1 As far as the Contractor processes personal data within the meaning of the GDPR ("personal data") in the context of the Assignment/Agreement, the Contractor shall determine the purpose and means of the data processing, and thus acts as data controller within the meaning of GDPR.

11.2 Contractor may process Personal Data concerning and/or provided by the Client, inter alia (i) in the context of the Assignment/Agreement, (ii) in the context of complying with legal obligations incumbent on Contractor, (iii) in connection with support of the services provided by Contractor to the Client, (iv) in relation to the commencement of or defence against legal action as well as (v) with regards to being able to approach the Client and/or persons working at/for the Client with information and with service from Contractor and third parties.

11.3 Processing of Personal Data by Contractor in the context of the activities as mentioned above in Article 11 paragraph 2 shall take place in accordance with applicable laws and regulations in the field of personal data protection ("Privacy Law"), which includes, inter alia, the GDPR and the GDPRIA. The Contractor may share Personal Data with third parties that the Contractor engages in the (support of the) provision of services by the Contractor. Personal Data will only be shared to the extent necessary in the context of the aforementioned activities and to the extent consistent with the Privacy Law.

11.4 The Client has an independent duty to comply with the Privacy Legislation. The Client guarantees the lawfulness of the sharing of Personal Data to the Contractor and in doing so shall comply with all legal obligations incumbent on the Client in accordance with the Privacy Law, including the obligation to inform data subjects about the sharing of their Personal Data to the Contractor and the processing thereof by the Contractor in the context of the execution of the Assignment. Information about the processing of Personal Data by BROUT B.V. can be consulted in the privacy statement (<https://www.brout.nl/cookie-privacy-policy/>).

11.5 The Contractor shall take appropriate technical and organizational measures to secure the Personal Data against destruction, loss, modification or unauthorized disclosure and unauthorized access, taking into account the risks associated with the processing of the Personal Data, also given its nature.

11.6 Contractor shall, where Personal Data provided by Client are concerned, inform Client if (i) a request is received from data subject seeking to exercise their rights, (ii) a complaint or claim relating to the processing of Personal Data is received, and (iii) Contractor makes a notification pursuant to Article 33 or 34 of the GDPR.

11.7 Client shall, if requested by Contractor, without unreasonable delay provide all cooperation and information to comply with the Privacy Law, including but not limited to information and cooperation in relation to exercise of rights of data subject and any breaches related to Personal Data.

11.8 Client indemnifies Contractor with regards to all third-party claims arising from or related to Client's non-compliance with applicable Privacy Legislation. The indemnification shall include all damages and (litigation) costs suffered or incurred by Provider in connection with such claim.

Article 12. Applicable law and disputes

12.1 All legal relationships between the Parties arising from the Assignment/Agreement to which these Terms and Conditions apply are governed by Dutch law.

12.2 All disputes relating to the legal relationship between Parties to which these Terms and Conditions apply will be submitted exclusively to the competent court in Amsterdam.

CONCEPT