

General terms and conditions BMD Advies

Article 1. Definitions

1.1. The following capitalized definitions shall have the following meanings in the context of these general terms and conditions:

a. BMD Advies: the party commissioned by the Client;

b. Course assignment: an assignment given to BMD Advies by the Client to provide a course and/or training;

c. Assignment/Agreement: the agreements made between the Client and BMD Advies regarding the performance of work by BMD Advies for the Client;

d. Client: the party awarding an assignment to BMD Advies;

Parties: BMD Advies and Client, each in their own right and/or jointly;

Work: all work and transactions to be performed by BMD Advies on behalf of the Client for which an instruction was given and which have been accepted by BMD Advies, as well as all resulting work and transactions for BMD Advies.

Article 2. Applicability and validity

2.1. These general terms and conditions shall apply to all offers, quotations, Engagements, legal relationships and Agreements, however named, whereby BMD Advies undertakes or will undertake to perform Work for the Client, as well as to all Work resulting therefrom for BMD Advies, including an offer made by BMD Advies to the Client to perform Work.

2.2. Deviations from and additions to the Agreement shall only be valid if expressly agreed in writing.

2.3. Written provisions of the Agreement that are incompatible with these general terms and conditions shall take precedence over these general terms and conditions.

2.4. These general terms and conditions also apply to any additional or follow-up orders.

2.5. Any assignment or other terms and conditions of the Client shall not apply unless otherwise agreed in writing between the Parties. The provisions of article 6:225 paragraph 3 of the Civil Code do not apply.

2.6. Should BMD Advies not always require strict compliance with these general terms and conditions, this shall not mean that the provisions thereof do not apply, or that it loses or relinquishes the right to require strict compliance with the provisions of these general terms and conditions in other cases.

2.7. Should BMD Advies deviate from these general terms and conditions in one or more Agreements, this shall not imply that this deviation shall also apply to earlier or later Agreements between the Parties.

2.8. Should a provision of these general terms and conditions and/or an Agreement, in the opinion of the competent court, be inapplicable or contrary to the law, public order or good morals, this shall not affect the validity of the other provisions of these general terms and conditions and/or the Agreement.

2.9. In the event of nullity of one or more provisions from a legal relationship between BMD Advies and the Client or from these general terms and conditions, the parties shall consult to agree new provisions to replace the

null or nullified provisions, taking into account as much as possible the purpose and meaning of the null or nullified provision(s).

2.10. Provisions that by their nature are intended to continue after the end of the Agreement, such as the provisions regarding payment, liability, intellectual property, confidentiality, privacy and applicable law will remain in full force after the end of the Agreement.

Article 3. Formation of Agreements

3.1. The agreement with BMD Advies shall be concluded the moment the quotation or order confirmation signed by the Client is returned to BMD Advies, or the moment BMD Advies has started performing the Work at the (verbal) request of the Client.

3.2. BMD Advies quotation and/or order confirmation shall be based on the information provided by the Client to BMD Advies at the time.

Article 4. Provision of services by BMD Advies

4.1. BMD Advies shall determine the manner in which and by which person(s) the order granted to it shall be carried out. BMD Advies shall be free to choose to carry out its work remotely and/or at the Client's location.

4.2. BMD Advies shall be entitled to have all or part of the Assignment performed by third parties without the Client's prior consent.

4.3. Employees commissioned by BMD Advies to perform Work for the Client shall have access to the Client's business premises, buildings and installations insofar as this is necessary for the proper execution of the Work.

4.4. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are excluded.

Article 5. General obligations of BMD Advies

5.1. BMD Advies shall perform the Work to the best of its knowledge and ability and assist the Client independently and from a position of trust.

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5.3. BMD Advies shall keep a file of the Assignment. If and insofar as the Client so requests, BMD Advies shall return the documents received from the Client for the execution of the Work.

Article 6. General Obligations of Principal

6.1. The Client shall inform BMD Advies of all information relevant to the execution of the Engagement and shall be obliged to provide BMD Advies with any documents that BMD Advies, in its opinion, needs for the correct execution of the engagement in a timely fashion in the desired form and manner.

6.2. The Client shall guarantee the accuracy, completeness and reliability of the data and documents made available to BMD Advies, even if these originate from third parties, insofar as the nature of the Agreement does not dictate otherwise.

6.3. The additional costs and fees resulting from delays in the execution of the Agreement due to the Client's failure to provide information and documents required by BMD

Advies, or to do so in a timely or proper manner, shall be borne by the Client.

Article 7. Confidentiality

7.1. All information shared between the Parties in the context of the Engagement - for example the content of reports, Advies or other statements made by BMD Advies, whether or not in writing - shall count as confidential information, unless such information is publicly known or was already in the possession of the other Party. Parties shall use confidential information solely for the purpose for which it was shared. Parties shall treat confidential information strictly confidential and therefore not share it with or make it available to third parties, nor make it public or accessible to third parties in a direct or indirect way without prior written consent of the other Party.

7.2. If a Party is required by court order or by law to disclose or share confidential information of the other Party with third parties, that Party shall inform the other Party in writing as soon as possible so that the other Party can take measures to protect its interests.

7.3. Parties shall impose their obligations under this Article on third parties engaged by them.

Article 8. Intellectual Property

8.1. All intellectual and industrial property rights that (will) arise or (can) be acquired by operation of law or on application or by filing in connection with or as a result of the Engagement shall belong to BMD Advies.

8.2. The Client is expressly forbidden to duplicate, disclose or exploit the products described in Article 8.1, with or without the involvement of third parties.

8.3. Parties may only publish about the Work with each other's consent.

Article 9. Privacy

9.1. BMD Advies has recorded its use of data in a privacy statement that can be consulted on its website.

9.2. (Personal) data shall be processed by BMD Advies in accordance with the AVG and may also be used for offering (by phone, mail and e-mail) other services of BMD Advies (such as e.g. courses and meetings) and for customer relationship management.

9.3. BMD Advies shall not provide (personal) data to third parties without prior consent from the Client.

Article 10. Financial provisions

10.1. BMD Advies fee shall be determined in the Agreement and shall not depend on the outcome of the Assignment granted.

10.2. BMD Advies shall be entitled to index the annual fee and its rates annually.

10.3. BMD Advies fees shall, where appropriate, be increased by advances and invoices from third parties called in and, at BMD Advies' discretion, invoiced to the Client monthly, quarterly, annually or after completion of the work. Sales tax shall be charged on all amounts due from the Client and BMD Advies.

10.4. Client shall pay the costs on BMD Advies' invoice. Payment must be made without discount, suspension settlement or other deductions in Dutch currency within 30 days of the invoice date.

10.5. If the client fails to fulfil her payment obligations, fails to do so on time or only partially, she shall be deemed to be in default by operation of law and the total amount owed to BMD Advies shall be immediately due and payable, without summons or notice of default being required, regardless of any term agreements made earlier and the client shall owe statutory commercial interest on the outstanding amount from the invoice date until the time of payment.

10.6. All judicial and extrajudicial (collection) costs reasonably incurred by BMD Advies to obtain payment of its invoice shall be borne by the Principal.

10.7. If BMD Advies believes that the Client's financial position or payment record gives reason to do so, BMD Advies shall be entitled to demand that the Client immediately pay in advance or provide (additional) security in a form to be determined by BMD Advies. Should the Client fail to do so, BMD Advies shall be entitled, without prejudice to its other rights, to immediately suspend the further execution of the Agreement without becoming liable for damages towards the Client and all sums due by the Client to BMD Advies for whatever reason shall be immediately payable.

10.8. Should wages and/or prices change after the conclusion of the Agreement, but before the Assignment has been fully executed, BMD Advies shall be entitled to adjust the agreed fee accordingly, unless the Parties have made other agreements in this regard.

10.9. In the event of a joint Assignment awarded to BMD Advies, the Clients shall be jointly and severally liable for payment of the invoice amount insofar as the work was performed for their joint benefit.

Article 11. Complaints

11.1. Complaints regarding the work performed and/or the invoice amount must be made known to BMD Advies in writing within 14 days of the date of dispatch of the documents or information about which the Client is complaining, or within 30 days of discovery of the defect if the Client proves that it could not have discovered the defect earlier.

11.2. Complaints as referred to in Article 11.1 shall not suspend the Client's payment obligation.

11.3. In the event of a justified complaint BMD Advies shall have the choice between adjusting the fee charged, improving or redoing the rejected work free of charge, or not (or no longer) carrying out the assignment in whole or in part against a proportional refund of the fee already paid by the Client.

Article 12. Delivery Period

12.1. BMD Advies shall execute the order in accordance with the agreed time schedule. Unless the parties explicitly agree otherwise or if this follows from the nature of the order, the terms from the agreed time schedule shall not be deadlines.

12.2. If certain Work takes place in clearly distinguishable, successive phases, BMD Advies may opt to commence the next phase only after the Client has given its permission. This consent shall be deemed to include the approval of the preceding phases, except insofar as the Client has explicitly withheld its approval of parts of the Work.

12.3. If the Client owes an advance payment or has to provide information and/or materials necessary for the performance, then, if a deadline has been agreed upon, the deadline by which the Work must be completed will not commence until after payment has been received in full or the information and/or materials have been made available in full, respectively.

Article 13. Liability

13.1. 13.1. BMD Advies shall not be liable to the Principal if the following (cumulative) requirements are not met:

a. there is an attributable shortcoming;

b. The Client has given BMD Advies written notice of default, summoning BMD Advies to remedy the attributable breach within a reasonable term or to limit or eliminate the damage resulting from that breach; and

c. BMD Advies has not complied with this summons or has not complied with it in time.

13.2. 13.2. Any liability of BMD Advies for consequential damage, loss of profit, loss or missed opportunities is categorically excluded.

13.3. Without prejudice to the provisions in Clauses 13.1 and 13.2, BMD Advies shall only be liable for damages suffered by the Client (a) if the Client proves that she has suffered such damages due to an error on the part of BMD Advies that would have been avoided if BMD Advies had acted with due care and (b) up to a maximum of the amount paid out under BMD Advies liability insurance. If and insofar as, for whatever reason, no payment is made under the said insurance, BMD Advies' liability shall be limited to the fee charged by BMD Advies under the Assignment in question over the last calendar year with a maximum of € 25,000 unless there is intent or equivalent gross negligence on the part of BMD Advies.

13.4. The Client shall indemnify BMD Advies against claims from third parties due to damage caused by the Client providing incorrect or incomplete information to BMD Advies, unless the Client proves that the damage is not related to culpable acts or omissions on its part or caused by intent or gross negligence on the part of BMD Advies.

13.5. BMD Advies shall not be liable for any damages resulting from the acts or omissions of non-subordinate third parties engaged by it in the context of the Work, except in the event of BMD Advies own intent and/or deliberate recklessness.

13.6. BMD Advies shall not be liable for any loss resulting from the acts or omissions of the Client, its staff or third parties engaged in the context of the Work or related services.

Article 14. Anti-solicitation clause

14.1. During the term of the Agreement as well as for one year after its termination, the Client shall not be permitted, without BMD Advies prior written consent, to employ employees of BMD Advies or otherwise have them work for him directly or indirectly, or to approach them or have them approached in any way for that purpose, under penalty of a fine of EUR 30,000.00 payable immediately and without judicial intervention for each violation of this prohibition.

Article 15. Due date

15.1. Insofar as these General Terms and Conditions do not stipulate otherwise, rights of action and other powers of the Client vis-à-vis BMD Advies in connection with Work, without prejudice to the obligation to lodge a complaint as laid down in Article 6:89 of the Dutch Civil Code, shall lapse in any case after the lapse of 1 year from the day following the day on which the Client became aware or could reasonably have become aware of the existence of these rights and powers.

Article 16. Additional conditions for courses and trainings

16.1. All amounts mentioned for courses and trainings are exclusive of VAT, but include course materials, coffee, tea, water, soft drinks, refreshments and, if a full course day is followed, lunch.

16.2. The Course Order shall be established as soon as the course participant sends the registration form via BMD Advies' website, or returns the signed registration form by post or e-mail to BMD Advies. BMD Advies shall confirm receipt by e-mail.

16.3. After the Course Order has been concluded, it may be cancelled by the Client under the following conditions:

a. Up to 8 weeks before the commencement of the Course, cancellation shall be free of charge;

b. Between 8 weeks and 4 weeks prior to commencement of the Course the Client shall owe 25% of the Course fee;

c. For cancellation within 4 weeks before the start of the course or after the start of the course, the Client shall owe 100% of the course fee.

d. The cancellation fees mentioned under a, b and c shall not be due if the place of the prevented course participant is taken over by his/her colleague within the same company of the Client.

16.4. If there are insufficient registrations for the course, BMD Advies reserves the right to cancel or postpone the course. Course participants shall be informed of this no later than 1 week in advance and may cancel free of charge up to 4 weeks thereafter.

16.5. If a teacher is ill and/or unable to attend, BMD Advies shall make every effort to provide an equivalent replacement. Should replacement not be possible, BMD Advies shall inform the course participants as soon as possible. The meeting will then be rescheduled as soon as possible. In the unlikely event of a teacher or meeting being cancelled, the course participant shall be entitled to catch up on the course or training in question free of charge, without any right to compensation or refund.

16.6. In case of illness and/or prevention of a course participant, he/she has the right to make up the missed part once and this at the next edition of the relevant course or module.

Article 17. Service contracts

17.1. For service contracts, any unused hours in a calendar year will expire at the end of the relevant calendar year (and therefore cannot be carried over to the following year). Non-utilized hours may arise, for example, if BMD Advies performed its work remotely for whatever reason and not physically at the Client's premises.

Article 18. Termination, dissolution and consequences

18.1. Apart from the provisions in Article 16 and Article 18, the Client cannot cancel, annul, or dissolve the Agreement and Article 7:408 paragraph 1 of the Civil Code is excluded.

18.2. Service contracts can only be terminated by the Customer at the end of a contract year subject to a notice period of 1 month. If no notice of termination is given, the relevant service contract will be deemed to have been extended for the same contract period.

18.3. Participation can only be terminated by the Client after participation has lasted for at least 1 year, subject to a notice period of 1 month.

18.4. Should the Client cancel the Order after it has been awarded but before BMD Advies has started its work, BMD Advies shall charge the Client 20% of the quoted amount.

18.5. In the event of irregular cancellation by the Client, the latter shall be obliged to pay the fee and costs incurred with respect to the Work performed up to that time, without prejudice to BMD Advies' right to compensation for its damages.

18.6. BMD Advies may cancel a service contract with immediate effect without thereby becoming liable for damages towards the Client if the continuity of its service provision is prevented by the actions of its essential software suppliers and/or licensors. Without prejudice to the previous sentence, BMD Advies may only terminate the Agreement in writing on the grounds of weighty reasons as referred to in article 7:408 paragraph 2 of the Civil Code.

18.7. The Client may not dissolve the Agreement due to exceeding of a term, unless BMD Advies also fails to execute the Agreement or fails to execute it in full within a reasonable term notified to it in writing after expiry of the agreed delivery term or if execution is permanently impossible.

18.8. Without prejudice to the provisions in Article 18.7, a Party shall have the right to dissolve the Agreement only if the other Party is declared bankrupt, has applied for bankruptcy or provisional suspension of payments or wishes to make an arrangement (judicially or extrajudicially) with its creditors to avert their claims, with immediate effect and without judicial intervention or notice of default.

18.9. If a Party fails to fulfil one or more obligations to the other Party or fails to do so properly or on time, all other (remaining) claims of a Party against the other Party shall become immediately due and payable.

Article 19. Amendment of general terms and conditions

19.1. BMD Advies shall be authorized to amend these general terms and conditions. The general terms and conditions as amended by BMD Advies shall apply vis-à-vis the Client from 30 days after the Client has been informed of the amendment in writing, unless the Client informs BMD Advies in writing within this term that it objects to the amendment. In the latter case, the unchanged general terms and conditions shall remain in force between the Parties until the Assignment is completed or the Agreement is terminated.

Article 20. Disputes and applicable law.

20.1. All disputes regarding (the execution of) an Agreement between BMD Advies and the Client that cannot be resolved in mutual consultation between the Parties shall be submitted exclusively to the competent court in the jurisdiction in which BMD Advies is based. BMD Advies shall be entitled, contrary to the foregoing, to submit a dispute exclusively to the competent court in the jurisdiction in which the Client has its registered office.

20.2. Dutch law shall apply to the Agreement between BMD Advies and the Client.

January 2023