

GENERAL TERMS AND CONDITIONS FRESH FORCES (FRISSE BLIKKEN - ONDERNEMEN MET TALENT BV)

These terms and conditions apply to and are part of all agreements and contracts relating to the project-based activities of young professionals working for Frisse Blikken, who will hereafter be called: "Frisse Blikker", or relating to any other legal relationship that results in obligations between Frisse Blikken - Ondernemen met Talent B.V., hereafter to be called "Frisse Blikken" and any natural or legal entity, hereafter to be called: "Client" or "Participant".

Article 1. Applicability

1. These general terms and conditions apply to all offers, requests, order confirmations, and agreements, established in writing or otherwise, of Frisse Blikken relating to the services it provides, unless explicitly agreed otherwise in writing or when other conditions have been declared applicable.
2. General terms and conditions from the Client do not apply unless they have been explicitly accepted by Frisse Blikken in writing.
3. When one or more natural and/or legal entities apart from the Client are involved or act as being involved, then all will be jointly and severally liable to Frisse Blikken for the Client's obligations resulting from the agreement.
4. Should one of these terms and conditions tacitly not being applied, then this can never be assumed as an entitlement.

Article 2. Offers

1. All offers submitted by Frisse Blikken are non-committal and have a validity period of 30 days after the date on the offer unless stated otherwise.
2. The agreement is concluded either when the Client has accepted the offer or when Frisse Blikken has accepted the proposal of the client to enter into an agreement or the invitation.
3. If the Client's acceptance includes caveats or adjustments in the offer, the agreement will only be concluded when Frisse Blikken has accepted these deviations by written notification addressed to the Client.

Article 3. Conclusion, duration, and termination of the agreement

1. Confirmation of the commission by the Client will only be affected in writing, by fax, and by email.
2. The commission is given for the agreed period of time. The commission terminates automatically when the agreed period of time has lapsed or at an earlier date as a result of the dissolution of the commission as described in paragraph 3 of this article.
3. The commission can be dissolved by registered letter (including confirmation of receipt) if - and despite repeated notices of default - the Client or Frisse Blikken fails to adhere to one or more of its obligations resulting from the agreement and the accompanying conditions, or when the Client or Frisse Blikken has been declared bankrupt or when an application for suspension of payments has been granted.
4. Such termination of the agreement as a result of any failure on the part of the Client will not affect the right of Frisse Blikken to claim full damages from the Client.
5. When the commission is terminated, the services that are already in process will be properly completed. The Client and Frisse Blikken accept the obligation to observe the agreements that were already made before the termination.

Article 4. Workplace and delegation of obligations

1. If the Client requests to carry out the services at its location, the Client will

- make effective/representative workspace, telephones and/or data network connections available to Frisse Blikken without additional costs.
2. Within the limits of the agreement, the Client is authorised and has the obligation to do all that is necessary and to refrain from all that Frisse Blikken would have to do or refrain from in order to be a responsible employer. This explicitly includes the obligation of the Client to ensure working conditions for the Frisse Blikker that comply with all requirements as established under or pursuant by law, or by the Frisse Blikker, or by a natural or legal entity with relevant competence under public law.
 3. If non-compliance with the content of article 4 paragraph 1 should result in a situation in which Frisse Blikken can be held liable for any claim against the Frisse Blikker, other than foreseen in the employment agreement concluded with the Frisse Blikker, the Client has to obligation to pay this amount to Frisse Blikken.

Article 5. Liability

1. Frisse Blikken and the Frisse Blikker will take every effort to achieve the established objectives as included in the agreement.
2. Frisse Blikken does not accept any liability for damages resulting from or in connection with the execution of the work activities by the Frisse Blikker or of the project activities.
3. Frisse Blikken indemnifies the Client, in legal and other proceedings, against all claims of the Frisse Blikker related to wages and/or emoluments.

Article 6. Adjustments in the commission or additional work

1. The Client accepts the fact that the time schedule for the commission can be affected when the Client and Frisse Blikken agree on an intermediate extension or changes in the approach, work method, or scale of the commission and/or resulting activities.

2. If the intermediate changes affect the agreed remuneration or reimbursement of costs, Frisse Blikken will notify the Client at the earliest possible moment.
3. If an intermediate change in the commission or in its execution is a result of actions taken by the Client, Frisse Blikken will make the necessary adjustments. If this adjustment results in additional work, then this will be confirmed as an additional commission to the Client according to articles 2 and 3.

Article 7. Invoicing and Payment

1. The invoices issued by Frisse Blikken will be prepared based on the agreed commission and taking the stipulations of this article into account. Frisse Blikken is entitled to send partial invoices.
2. Unless established otherwise in the agreement with the Client, Frisse Blikken will send monthly invoices stating the hours worked.
3. Invoices of Frisse Blikken must be paid within thirty days after the invoice date. If payment is not received in time, the Client will be in default by operation of law.
4. If the Client fails to meet its payment obligations as stipulated in article 7 paragraph 3, Frisse Blikken has the right to charge interest to the amount of the statutory interest in accordance with article 120 paragraph 2 of Book 6 of the Dutch Civil Code but not less than 1% per month. From the moment that the Client is in default, Frisse Blikken has the right to suspend the services.
5. If the Client fails to comply with its payment obligations as stipulated in article 7 paragraphs 3 and 4 and Frisse Blikken contracts a third party for the collection of payment, any additional costs will be at the expense of the Client. These costs will be calculated in accordance with the collection rate as stated in the regulations for lawyer claims stipulated by the Netherlands Bar.
6. Payments received by Frisse Blikken will first be used to cover the payable collection costs, then the payable



interest, while the remaining amount will be deducted from the oldest outstanding invoice, regardless of the description added to the payment by the Client.

7. If the Client does not contest the invoice in writing and by stating reasons, addressed to Frisse Blikken, within fourteen days after the invoice date, the Client is deemed to have accepted the invoice. In that case, the Client loses the right to contest the invoices issued by Frisse Blikken.
8. Frisse Blikken is entitled to increase its prices in ongoing commissions at the start of a new calendar year, based on wage rate indices, unless this has been explicitly excluded in the contract.

Article 8. Force majeure and illness

1. Failures to meet one or more of its obligations resulting from this agreement cannot be attributed to Frisse Blikken when they are - directly or indirectly - caused by or related to government regulations, state of siege, state of war, technical malfunctions at the location of Frisse Blikken, interruptions in deliveries of energy, illness, work incapacity, industrial actions, exclusions, sit-down strikes, traffic restrictions, technical malfunctions on vehicles, fire, explosion, or other circumstances outside the sphere of influence of Frisse Blikken.
2. To establish illness or work incapacity, the opinion of the medical services of the respective business association or occupational health and safety agency or of the competent government bodies will be binding for both Frisse Blikken and the Client.

Article 9. Continuity

1. If the Client transfers the company or activity to which the agreement relates in any way or changes the control over them, the Client has the obligation to subsequently transfer the obligations resulting from the agreement with the company or the activity, including the accompanying conditions, to the same entity assuming control. If the Client

fails to do so, the Client remains liable for meeting that obligation in full.

2. Agreements and the accompanying conditions remain effective when Frisse Blikken in its entirety or in part changes its name, legal form, ownership, or composition.
3. The nullity, annulment, or discounting of a provision in these general terms and conditions, or part of it, will not result in the nullity, annulment, or discounting of the other provisions or of the remaining part of that provision respectively.
4. A provision in this agreement that is annulled because it is in violation with a generally binding regulation or which in the extraordinary circumstances of the case must be discounted, will be replaced by a provision that would have been legally permissible or could have been applied in the extraordinary circumstances of the case.

Article 10. Confidentiality of information

Frisse Blikken, its employees, and its collaboration partners will treat all company information and personal details, which are disclosed to Frisse Blikken by the Clients or Participants of training activities during the tender phase, during the execution of the commissions, during participation in training programmes or at any other moment, with the utmost confidentiality.

Article 11. Intellectual Ownership

Frisse Blikken has and will always retain complete ownership of all training and teaching materials, Serious Games, Training Programmes, Workshops, and other concepts issued to the Client or Participant. Frisse Blikken will acquire the intellectual ownership of all training and teaching materials, Serious Games, Trainings, Workshops and other concepts and materials that are developed by Frisse Blikken as commissioned by the Client or Participant unless otherwise agreed between parties.



Article 12. Reflection period open registration training programmes

A participant who signs up for an open registration for a training programme, workshop, training session, or other training activity organised by Frisse Blikken will receive a confirmation of registration within 3 working days. The participant has a reflection period of 14 days which starts after receipt of the confirmation of registration, within which period the participant has the right to cancel the registration without costs.

Article 13. Changes in the conditions

Frisse Blikken reserves the right to make amendments to these terms and conditions. These amendments will become effective at the time announced by Frisse Blikken. Frisse Blikken will send the amended terms and conditions to the Client in a timely manner. If no date on which the amendments become effective has been communicated, the amendments relating to the Client will come into effect as soon as the Client has been informed of the amendment or as soon as the amendment has been registered with the Chamber of Commerce in the area in which Frisse Blikken is registered.

Article 14. Applicable law and Dispute Settlement

1. The agreement between the Client and Frisse Blikken is exclusively governed by Dutch law.
2. In the event of a dispute between the Client and Frisse Blikken, resulting from the agreements that have been or will be concluded or from other agreements relating to their execution, both parties will expressly agree on the intention to settle these disputes in mutual consultation and amicably, without the interference of a court of law.
3. Should parties fail to settle a dispute amicably, despite this express intention, then it shall be settled by the District Court in the judicial district in which Frisse Blikken is registered.

