

We like to work on the basis of trust, but to avoid misunderstandings, we have drawn up these General Terms and Conditions.

1. Definitions. For the purpose of this Agreement:

For the purposes of these General Terms and Conditions, the following definitions apply:

- **Contractor:** ShiftScale, uses these general terms and conditions to offer services;
- **Client:** the person, company or body that awards the assignment for the work;
- **Services:** all products and services provided by the Contractor to the Client, including coaching, consultancy, and other forms of guidance or advice, all in the broadest sense of the word, as well as all other activities of any nature whatsoever performed for the benefit of the Client, carried out in the context of an assignment, including work that has not been performed at the explicit request of the Client;
- **Coachee:** the person who participates in a counselling, advice or coaching process, the latter if he is not the client himself.

2. Applicability of these terms and conditions

- 2.1. These general terms and conditions apply to all offers and agreements in which the Contractor offers or provides services. Deviations from these terms and conditions are only valid if they have been expressly agreed in writing;
- 2.2. Not only the Contractor, but also all persons or companies involved in the execution of any assignment for the Client may invoke these general terms and conditions;
- 2.3. These general terms and conditions also apply to additional assignments and follow-up assignments of the client;
- 2.4. Any purchase or other general terms and conditions of the Client do not apply, unless they have been expressly accepted in writing by the Contractor.

3. Quotes

- 3.1. The quotations made by the Contractor are non-binding; They are valid for 30 days, unless otherwise specified. The Contractor is only bound by the quotations if the acceptance thereof by the other party is confirmed in writing within 30 days;
- 3.2. Quotations are based on the information available to the Contractor.

4. Pricing

- 4.1. All prices stated by the Contractor are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.
- 4.2. The Contractor shall at all times be entitled to increase the fee or the price without the Client being entitled to dissolve the agreement for that

reason in that case, if the increase arises from a power or obligation pursuant to the law or regulations or is caused by an increase in the price of raw materials, wages, etc., or on other grounds that were not reasonably foreseeable at the time the agreement was concluded.

5. Engagement of third parties

- 5.1. The Contractor has the right to have certain activities carried out by third parties.
- 5.2. If the Contractor wishes to involve third parties in the execution of the assignment, it will, in principle, only do so with the consent of the Client.

6. Access to the online program

- 6.1. If the client has registered for a programme, the client will gain access to the online programme after payment.
- 6.2. The client can follow the modules in his own time and the modules remain available to the client during the existence of the agreement. If the client terminates the agreement, access to the modules made available will be blocked and the modules will be removed from the online environment.

7. Execution of the agreement

- 7.1. Agreements concluded with the Contractor lead to an obligation for the Contractor to perform to the best of its ability, not to an obligation to achieve a result, whereby the Contractor is obliged to fulfil its obligations in such a way as can be required of the Contractor in accordance with standards of care and craftsmanship according to the standards of the moment of performance.
- 7.2. If and to the extent required for the proper execution of the agreement, the Contractor has the right to have certain work carried out by third parties. This will always be done in consultation with the client;
- 7.3. The Client shall ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, is provided to the Contractor in a timely manner. If the information required for the execution of the agreement is not provided to the Contractor in a timely manner, the Contractor has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs arising from the delay in accordance with the usual rates;
- 7.4. The Contractor is not liable for damage, of whatever nature, as a result of the Contractor relying on incorrect and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been known to the Client;
- 7.5. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

8. Suspension, dissolution and early termination of the agreement

- 8.1. The Contractor is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if the Client does not comply with the obligations under the agreement, or fails to do so completely or in a

- timely manner, circumstances that have come to the Contractor's knowledge after the conclusion of the agreement give good reason to fear that the Client will not comply with the obligations, if the Client has been requested to provide security for the fulfilment of its obligations at the time of the conclusion of the agreement. obligations under the agreement and this security is not provided or is insufficient, or if, as a result of the delay on the part of the Client, the Contractor can no longer be expected to perform the agreement on the originally agreed terms.
- 8.2. Furthermore, the Contractor is entitled to dissolve the agreement if circumstances arise that are of such a nature that performance of the agreement is impossible or if circumstances otherwise arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be expected of the Contractor.
 - 8.3. If the agreement is terminated, the Contractor's claims against the Client are immediately due and payable. If the Contractor suspends the fulfilment of the obligations, it will retain its rights under the law and the agreement.
 - 8.4. If the Contractor proceeds to suspension or dissolution, it is in no way obliged to compensate for damage and costs incurred in any way as a result.
 - 8.5. If the dissolution is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.
 - 8.6. If the Client fails to comply with its obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client is obliged to pay compensation or compensation on the basis of breach of contract.
 - 8.7. If the agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, ensure the transfer of work still to be performed to third parties. This is unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the aforementioned period, unless the Contractor indicates otherwise.
 - 8.8. In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment – if and insofar as the attachment has not been lifted within three months – at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or indemnities. In that case, the claims of the Contractor against the Client are immediately due and payable.
 - 8.9. If the Client cancels an assignment in whole or in part, the work that has been performed and the items ordered or prepared for it, plus any additional, removal and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to

the Client, except insofar as otherwise stipulated in Article 16 of these Terms and Conditions.

- 8.10. If the Contractor is unable to comply due to circumstances that were not known to it at the time the agreement was concluded, it has the right to amend the agreement in such a way that it can be executed.
- 8.11. The Contractor has the right to suspend the fulfilment of its obligations if, as a result of changes in the circumstances that could not reasonably be expected at the time of the conclusion of the agreement and were beyond its control, it is temporarily prevented from fulfilling its obligations.
- 8.12. If the Contractor has imputably failed to comply with the agreement, this will not lead to a refund of the agreed price and/or compensation for damage, but the Contractor will make reasonable efforts to comply with the agreement. The Contractor will not charge any costs for this.

9. Force majeure

- 9.1. The Contractor is not obliged to comply with any obligation towards the Client if it is prevented from doing so as a result of a circumstance that is not attributable to fault, and is not for its account by virtue of the law, a legal act or generally accepted opinions.
- 9.2. In addition to what is understood in the law and jurisprudence in this regard, force majeure is understood in these general terms and conditions to mean all external causes, foreseen or unforeseen, over which the Contractor has no influence, but as a result of which the Contractor is unable to fulfil its obligations. Including strikes in the Contractor's or third parties' company, illness of the Contractor's employee, who is in charge of the execution of the assignment, and insufficient registrations for services. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after the Contractor should have fulfilled its obligation.
- 9.3. The Contractor may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damages.
- 9.4. To the extent that, at the time of the occurrence of force majeure, the Contractor has already partially fulfilled its obligations under the agreement or will be able to do so, and the part that has been fulfilled or is to be fulfilled has independent value, the Contractor is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.
- 9.5. In the event of force majeure, the Contractor will make reasonable efforts to provide the Client with an alternative solution if desired.

10. Secrecy and privacy

- 10.1. Parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from any other source in the context of their agreement. Information is considered

confidential if it has been communicated by the other party or if this arises from the nature of the information.

- 10.2. The Contractor will not refer to the assignment externally without the client's consent.
- 10.3. The personal data that reaches the Contractor will be treated carefully and confidentially. Data will only be used for the stated purpose. In doing so, the Contractor shall comply with the applicable privacy legislation, in particular the General Data Protection Regulation (GDPR).
- 10.4. The Contractor may only use the Client's personal data in the context of the performance of its obligation to deliver or the handling of a complaint.
- 10.5. The Contractor is not permitted to lend, rent, sell or in any other way disclose the Client's personal data.
- 10.6. The Client agrees that the Contractor will approach the Client for statistical research or customer satisfaction surveys. If the client does not wish to be approached for research, the client can make this known.
- 10.7. The Contractor reserves the right to use the Client's other data anonymously for (statistical) research and database.

11. Intellectual

- 11.1. Insofar as copyright, trademark, designs, trade name or other intellectual property rights are based on the services provided by the Contractor in the performance of the agreement, the Contractor is and remains the holder or owner of these rights. The client may only use the material bearers of these rights for the purpose for which they were provided to the client, not to reproduce them and not to change or remove any author, trademark, model, trade name and other indications;
- 11.2. The Contractor reserves the right to use the knowledge gained during the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

12. Payment

- 12.1. Unless otherwise agreed in writing, payment must be made within 14 days of the invoice date, in a manner to be specified by the Contractor in the currency in which the invoice was issued. Payment will be made without deduction, compensation or suspension for any reason whatsoever;
- 12.2. If the client has not paid the amounts due by the due date, he will automatically be in default, without further notice of default being required. In the event of default of payment by the Client, the Contractor is entitled to cease or suspend all work to be performed on behalf of the Client with immediate effect, without being liable to the Client for damages in any way.
- 12.3. In the event of non-payment, the client will also owe default interest on the outstanding receivables equal to the statutory interest;
- 12.4. In the event of liquidation, bankruptcy or suspension of payments of the Client, the Contractor's claims and the Client's obligations towards the Contractor shall be immediately due and payable;

- 12.5. Payments made by the Client are always intended to settle in the first place all interest and costs due, and in the second place to settle invoices that are due and payable and outstanding for the longest time, even if the Client states that the payment relates to a later invoice;
- 12.6. If the Contractor is required to make more than the usual effort for the execution of the agreement, the Contractor may demand payment (or equivalent security) before the commencement of its work.

13. Collection costs

- 13.1. In the event that the Contractor decides, for its own reason, to collect a claim for non-payment of one or more unpaid invoices through the courts, the Client will also be obliged to reimburse all reasonably incurred judicial and extrajudicial costs in addition to the principal sum and interest due. This will always include the costs of debt collection agencies, as well as the costs and fees of bailiffs and lawyers, even if they exceed the legal costs to be awarded. The reimbursement of judicial and extrajudicial costs incurred amounts to at least 15% of the principal amount due.

14. Liability

- 14.1. The Contractor does not accept any liability, in any way whatsoever, for damage caused by or in connection with services performed by it, unless the Client demonstrates that the damage was caused by intent or gross negligence on the part of the Contractor.
- 14.2. The Contractor's liability is limited to the invoice value of the Assignment, or at least that part of the Assignment to which the liability relates;
- 14.3. Contrary to the provisions of paragraph 2 of this article, in the case of an assignment with a duration longer than six months, the liability shall be further limited to the invoice amount due for the last six months,
- 14.4. If damage is caused to persons or property by or in connection with the performance of services by the Contractor or otherwise, for which the Contractor is liable, such liability will be limited to the amount of the payment under the general liability insurance taken out by the Contractor, including the deductible that the Contractor bears in connection with that insurance.
- 14.5. Any liability on the part of the Contractor for trading loss or other indirect or consequential damage, of whatever nature, is expressly excluded.
- 14.6. In particular, the Contractor excludes any form of liability for damage arising from or in connection with any unlawful act or omission or a failure to comply with an obligation by a subordinate or independent auxiliary person engaged by the Contractor in the performance of the work commissioned by the Client, insofar as there are no rules of mandatory law to oppose this.

15. Cancellation/termination of the agreement

- 15.1. The Contractor has the right to cancel a course, training, guidance or coaching process or to refuse the participation of a Client or to refuse the coachee appointed by the Client without giving any reason, in which

- cases the Client is entitled to a refund of the full amount paid by the Client to the Contractor;
- 15.2. The client for a course, training, guidance or coaching program has the right to cancel participation in or the assignment for a course, training, guidance or coaching program. Cancellation of an assignment must be made in writing or by e-mail. Cancellation is a fact if the Contractor has confirmed receipt of cancellation;
 - 15.3. Cancellation by the client of the assignment can be done free of charge up to 4 weeks before the start of the course, training, guidance or coaching process. In case of non-cancellation, the client is obliged to pay the total amount of the course, training, guidance or coaching process.
 - 15.4. In the event of cancellation within 4 weeks up to and including 1 week before the start of the course, training, guidance or coaching process, the Contractor is entitled to charge 50% of the amount due and in the event of cancellation within one week the full amount.
 - 15.5. In the event that the client or the coachee appointed by the client terminates participation prematurely or otherwise does not participate in it after the start of the course, training, guidance or coaching process, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of the Contractor, justify otherwise.
 - 15.6. An individual counselling or coaching session can be cancelled or rescheduled free of charge up to 24 hours before the start of the consultation. In the event of cancellation or rescheduling within 24 hours, the Contractor is entitled to charge the full rate agreed for the interview with a minimum of 250 euros. If the client or the designated coachee does not appear at the scheduled (online) meeting, the same rates will be applied.
 - 15.7. If one of the parties fails materially in the fulfilment of its obligations and, after being expressly pointed out by the other party, fails to comply with this obligation within a reasonable period of time, the other party is entitled to terminate the agreement without the terminating party owing the defaulting party any compensation. The services provided until termination will be paid in the agreed manner.
 - 15.8. If the collaboration ends, we ask for an open and honest concluding conversation.
16. **Personal data**
- 16.1. By entering into an agreement with the Contractor, the Contractor is granted permission for the automatic processing of the personal data obtained from the agreement. The Contractor will only use this personal data for its own activities.
17. **Dispute resolution**
- 17.1. Every agreement between the Contractor and the Client is governed by Dutch law;
 - 17.2. Disputes arising from agreements to which these terms and conditions apply and which do not fall within the jurisdiction of the subdistrict court will be submitted to the competent court of the district in which the Contractor is established;

- 17.3. The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.