



WijmanCoaching BV. (hereinafter referred to as: 'WijmanCoaching')
Tarantostraat 34
5632 RH in Eindhoven
The Netherlands
Telephone number: +31 (0)620429229
Chamber of Commerce number: 17193194

Article 1: Definitions and Activities

- 1.1 The business activities of WijmanCoaching are in the field of strategy development and implementation and aligning employees, conceptualisation, modelling, programming and facilitating company-wide change, helping to improve marketing capabilities, including measuring and improving marketing processes and assessing and improving touch points and developing the marketing organisation and competency, developing (web-based) learning programmes to support the above activities, and everything that is related to the above in the broadest sense, all this as specified in the Agreement.
- 1.2 In these General Terms and Conditions of Delivery and Payment, the following terms will have the following meanings:
- a) Contracting Party: the natural person, legal entity or business that enters into an agreement with WijmanCoaching in respect of the Services to be provided by WijmanCoaching;
 - b) Services: the work to be performed and the services to be provided by WijmanCoaching for the Contracting Party, in accordance with the Agreement and the provisions of these General Terms and Conditions, as well as the goods to be delivered, including but not limited to the business services such as supplying hardware and software, research, consultancy, support, coaching and training, facilitating workshops and conferences – whether or not project-based - project management consultancy & support. WijmanCoaching can provide the above Services by making employees of WijmanCoaching temporarily available to the Contracting Party;
 - c) Agreement: the binding written agreement between WijmanCoaching and the Contracting Party in which the Services have been specified.



Article 2: Applicability

- 2.1 These General Terms and Conditions apply to and form an integral part of all offers, quotations (including any annexes), instructions and agreements that WijmanCoaching enters into with the Contracting Party, as well as all other legal relationships, including any legal relationships to be entered into with Wijman Coaching B.V. in the future.
- 2.2 Unless agreed otherwise, WijmanCoaching reserves the right to amend or supplement these General Terms and Conditions, in which case WijmanCoaching will inform the Contracting Party in writing of its intention, the Contracting Party being entitled to give notice of termination of the Agreement, by registered letter before the end of the then current calendar year, within a period of one month of receipt of the above notification. If notice of termination as referred to in the previous sentence has not been given by the Contracting Party within the period set for this, the amendments or supplements to these General Terms and Conditions referred to will be deemed to form part of the Agreement with effect from the date on which the Contracting Party could have given its written notice of termination at the latest.
- 2.3 Applicability of any conditions used by another party is hereby explicitly rejected by WijmanCoaching B.V., except if the parties have declared explicitly and in writing in the Agreement that these conditions apply (in full or in part).

Article 3: Formation of the Agreement

- 3.1 All of WijmanCoaching's quotations are without obligation, unless a term of validity has been stated in the written quotation. The term of validity of WijmanCoaching's quotations is always to be calculated from the date of the quotation in which the term of validity was stated, unless indicated otherwise in the Agreement.
- 3.2 Renewal of the term of validity of quotations given by WijmanCoaching will only be possible by means of an explicit written statement of WijmanCoaching.
- 3.3 WijmanCoaching submits a quotation to the Contracting Party for the Service to be performed. It will be determined in consultation with the Contracting Party which of the offered Services will form part of the Agreement. All orders,



agreements and arrangements of WijmanCoaching will be binding if and to the extent that it has laid these down in writing.

3.4 Full or partial assignment by the Contracting Party of the Agreement or any rights or obligations arising from it for the Contracting Party will only be possible after obtaining WijmanCoaching's written consent.

Article 4: Amendment to the Agreement/Price

4.1 If during the performance of the Agreement it turns out that the Services included in the Agreement must be changed with regard to scope, time schedule or contents, the parties will adjust the Agreement accordingly by mutual consent.

4.2 WijmanCoaching is entitled to make interim changes to prices three months after concluding the Agreement. Only if the price increase amounts to more than 10% at once, the Contracting Party will be entitled to terminate the Agreement by registered letter.

4.3 The amendment to the Agreement is deemed to have been agreed in writing and to form an integral part of the original Agreement if WijmanCoaching has confirmed this amendment to the Contracting Party in writing.

Article 5: General Obligations and Responsibilities of WijmanCoaching

5.1 WijmanCoaching will do its utmost to perform the Services specified in the Agreement to the best of its knowledge and abilities in accordance with high standards as may be expected from a reasonably skilled and reasonably acting consultant.

5.2 To the extent possible, WijmanCoaching will ensure that the independence of its advice is guaranteed. Unless explicitly stated otherwise in the Agreement, WijmanCoaching is not responsible for the results of the implementation of advice given.

5.3 WijmanCoaching will ensure that the Services are rendered by employees who, in the opinion of WijmanCoaching, are sufficiently qualified for the Services. WijmanCoaching reserves the right to replace employees who are involved in



the performance of the Services. Such changes will not adversely affect the provision of Services according to the Agreement in such a manner that the quality of the services runs a risk.

Article 6: General Obligations and Responsibilities of the Contracting Party

- 6.1 The Contracting Party guarantees that it provides WijmanCoaching in due time with all information and/or data that WijmanCoaching needs to fulfil its obligations pursuant to the Agreement. If any data required for the performance of the Agreement have not been provided to WijmanCoaching in good time, WijmanCoaching will be entitled to suspend performance of the Agreement and/or charge the additional costs ensuing from the delay to the Contracting Party at the usual rates.
- 6.2 The Contracting Party will ensure that one of its employees with sufficient knowledge and authorisation is available as a contact for WijmanCoaching and can be reached during the term of the Agreement and the performance of the Services.
- 6.3 If the performance of the Services by WijmanCoaching fully or partially takes place at the office of the Contracting Party, the Contracting Party will take care of suitable office facilities, also including office space and telephone and fax equipment, which will be available to WijmanCoaching free of charge.
- 6.4 WijmanCoaching will not be liable for loss, of any nature whatsoever, as a result of WijmanCoaching's reliance on incorrect and/or incomplete data provided by the Contracting Party, unless it should have been apparent to WijmanCoaching that such data were incorrect or incomplete.

Article 7: Cooperation with Third Parties

- 7.1 If WijmanCoaching is instructed to carry out an assignment or part of it together with other experts, the Contracting Party will determine, in consultation with all parties involved, who is charged with the management and coordination of the work and what each party's task is.
- This coordination means that there will be active inspection and management according to the applicable management methods with all relevant information flows.



7.2 If WijmanCoaching receives an assignment that also includes Services outside of its working area, it can call in other experts, of which it will inform the Contracting Party in advance.

Article 8: non-competition clause

8.1 The Contracting Party and WijmanCoaching undertake that they will not offer jobs to employees of the other party without having obtained the other party's written consent in advance.

8.2 Article 8.1 relates to employees who are directly or indirectly involved in the performance or provision of the contractually agreed services and will apply for the term of the Agreement and up to two years after the services to be provided have been completed. Such on penalty of an immediately payable fine in the amount of the gross annual salary of the employee concerned.

Article 9: Delivery

9.1 The Agreement contains the extent and the description of the Services to be provided as well as the period within which these will be provided.

9.2 Stated delivery times will always be approximate and can never be considered strict deadlines, unless agreed otherwise in writing. In the event of late delivery, WijmanCoaching must be given written notice of default, stating a reasonable period for fulfilment.

Article 10: Price, invoicing and payment conditions

10.1 The costs to be invoiced by WijmanCoaching to the Contracting Party include:

- a) the fee for the work performed by WijmanCoaching;
- b) the costs incurred;
- c) costs for goods delivered.

10.2 The fee referred to in 10.1 under a. is determined on the basis of the actual hours spent multiplied by the applicable hourly rate. The costs referred to in 10.1 under b. are determined on the basis of the actual costs incurred.

The costs referred to in 10.1 under c. are determined on the basis of the cost price used by WijmanCoaching.



- 10.3 The prices and rates stated by WijmanCoaching or included in the Agreement are (unless explicitly stated otherwise) exclusive of turnover tax and all other levies, duties or charges that are due in connection with the provision of the Services. This turnover tax and other levies, duties or charges will be charged to the Contracting Party in accordance with the rates applicable at the time of invoicing.
- 10.4 The prices and rates stated by WijmanCoaching or included in the Agreement will apply for the period stated in the Agreement and, if no period is stated, for the remaining period of the calendar year in which the Agreement was effected.
- 10.5 Travel and accommodation expenses incurred by the employees of WijmanCoaching in the performance of the Services will be payable by the Contracting Party and WijmanCoaching will invoice these to the Contracting Party separately, unless stated otherwise in the Agreement.
- 10.6 The Contracting Party will pay the rent of accommodation for workshops, meetings, conferences, etc. directly to the accommodation, unless stated otherwise in the Agreement. This also includes the accommodation and overnight expenses of the employees of WijmanCoaching.
- 10.7 The costs to be invoiced by WijmanCoaching to the Contracting Party will be payable as the agreed Services are performed in accordance with the invoicing method determined in the Agreement. Invoicing can take place subject to estimated cost, actual costs or according to a phasing agreed upon in the Agreement.
- 10.8 Invoicing of the Services provided by it and costs incurred by it within that scope as referred to in Article 10.5 will take place separately at the end of each calendar month in which the Services have been provided. Payments must be made within 14 days of the invoice date without any discount or setoff.
- 10.9 If the payments are not received on time, the Contracting Party is deemed to charge all costs incurred at law for collection and safeguarding of its rights, including the costs for legal assistance at law and otherwise and its internal administrative and other costs, as well as the applicable statutory interest on the amount due. In addition, a compensation for extrajudicial collection costs will then be due, which will be set at 15% of the amount due, with a minimum of



€ 300.

10.10 If the Contracting Party contests the correctness of part of an invoice, it will nevertheless be obliged to pay the non-contested part.

If and to the extent that the contested part will still turn out to be due, the original invoice date will apply for the payment.

10.11 WijmanCoaching will keep a record of the hours worked and the costs incurred by its employees within the scope of the performance of the Services, which will serve as evidence unless the contrary is proved by the Contracting Party.

10.12 The previous paragraphs will apply to the Agreement if and to the extent that these are not deviated from explicitly in writing in the Agreement.

Article 11: Property Rights

11.1 The property rights of materials and results developed or produced by WijmanCoaching within the scope of the performance of the Services, in whatever form, including but not limited to reports, advice, workshop documents, manuals, software recorded in any way whatsoever, will remain the exclusive property of WijmanCoaching. Upon entering into the Agreement, the Contracting Party acquires a non-transferable right of use in respect of the developed materials and/or results.

11.2 The Contracting Party acknowledges that the materials and results produced by WijmanCoaching are the result of years of development as a result of which these can be regarded as very valuable.

Article 12: Secrecy

To the extent that this can reasonably be required from them, the parties will treat confidential the data – whether or not product or service related – that are provided to them on behalf of one of the other parties within the scope of the Services, to the extent that those data or written announcements from one of the parties can reasonably be recognised as being confidential. The parties will not be obliged, however, to observe secrecy in respect of data and facts that are generally



known or data that the parties already had at their disposal before such information was provided.

Article 13: Penalty Clause

If the Contracting Party acts in violation of the provisions of the Articles 11.1 and 12, it will owe an immediately payable penalty to WijmanCoaching in the amount of € 5,000 a day, for each violation.

Article 14: Liability

14.1 WijmanCoaching accepts liability with due observance of Articles 14.2 to 14.7 for demonstrable loss and loss actually suffered by the Contracting Party that is the immediate result of a failure in the Services provided by it, if and to the extent that such failure should have been avoided under the given circumstances and with normal professional knowledge and attention.

14.2 WijmanCoaching is not liable for the claims of third parties that arise (indirectly) from the Services provided by WijmanCoaching, except if and to the extent that WijmanCoaching has explicitly accepted liability for this in the Agreement.

14.3 WijmanCoaching's liability is limited up to an amount equal to at most 50 % of the total price (excluding VAT) of the Services, with a maximum of € 10,000, less any amounts credited to the Contracting Party.

14.4 WijmanCoaching will in no event be liable for any loss that is caused by the Contracting Party failing to discharge its responsibilities, nor for trading loss, including loss on account of lost profits or saving or loss of information, or for third party claims instituted against the Contracting Party, not even if WijmanCoaching has been informed of the possibility of such loss or claim.

14.5 WijmanCoaching accepts liability for personal injury and for material damage to systems and property of the Contracting Party and of third parties (if liability for this has been explicitly accepted in the Agreement) up to a total amount of € 500,000 at most, to the extent that the injury or damage has arisen during the performance of the Services to be provided according to the Agreement and is caused by persons that WijmanCoaching relies on for the performance of the



Services.

14.6 WijmanCoaching does not accept any liability for the Contracting Party's primary or derivative loss risk that can arise due to the failure to perform of WijmanCoaching's suppliers, unless explicitly agreed otherwise in writing.

14.7 WijmanCoaching does not accept any other liabilities and obligations, nor does it provide any guarantees, except for those explicitly provided in these General Terms and Conditions or in the Agreement.

Article 15. Duration, suspension and termination

15.1 The Agreement is entered into for the term agreed upon in writing in the Agreement, and if no term has been agreed upon, for the duration of the remaining period of the calendar year in which the Agreement was effected.

15.2 Renewal of the term of the Agreement is possible by means of an explicit written agreement between WijmanCoaching and the Contracting Party as referred to in Article 4.3. The Contracting Party will submit a request for renewal in writing to WijmanCoaching at least one month before the end of the calendar year concerned. If the Agreement is renewed, this will be done for a period of one year, unless agreed otherwise.

15.3 The Contracting Party can terminate the Agreement early in writing. The Contracting Party will then be obliged to pay WijmanCoaching:

- a) the fee in proportion to the Services that have been performed;
- b) the costs incurred as referred to in Article 10.1 under b);
- c) the costs arising from any obligations to third parties entered into by WijmanCoaching for the performance of the Services;
- d) 10% of the remaining part of the fee that the Contracting Party would have owed had the instruction been completed in full. This obligation does not apply if the termination of the instruction is the result of breach of contract on the part of WijmanCoaching or force majeure on the part of WijmanCoaching and/or the Contracting Party.

15.4 If the Contracting Party cancels a workshop or conference as referred to in the Agreement within a period of 30 days before the start of the workshop or conference, all costs stated in the Agreement that are related to the workshop or



conference will be charged by WijmanCoaching to the Contracting Party as lost income, unless stated otherwise in the Agreement.

15.5 WijmanCoaching can terminate the Agreement early for serious cause or if there is breach of contract for which the Contracting Party is to blame. The Contracting Party will then be obliged to compensate WijmanCoaching at least for the costs referred to in Article 15.3 under a. until d.

The above does not alter the fact that the Contracting Party is obliged to compensate the actual loss suffered if this is higher than the costs referred to.

15.6 In the event of a failure on the part of either party in the performance of the Agreement, which failure cannot be attributed to the defaulting party, the execution of the relevant part of the Agreement will be suspended.

There is a non-attributable failure if the defaulting party cannot be blamed for the failure, and is not responsible for this either pursuant to the law, a legal act or any generally accepted practices.

15.7 If, after a suspension by the Contracting Party, the performance of the Agreement is continued, the additional work arising from the need to restart the work by WijmanCoaching will be compensated by the Contracting Party on the basis of the actual hours spent, costs incurred and the supervisory costs incurred during the suspension. The Contracting Party and WijmanCoaching will consult about whether the provisions of the Agreement must be adapted to the new situation.

15.8 If either of the parties does not, not completely or not in a timely fashion comply with an obligation that arises for it from the Agreement, after having received a written demand and having been given a reasonable period for fulfilment, or if it is plausible that this party will not be able to fulfil its contractual obligations vis-à-vis the other party, and in the case of liquidation, suspension of payments or winding-up of either of the parties, the other party will be entitled to either suspend performance of the agreement or terminate the Agreement in full or in part, without any further notice of default or judicial intervention being required, such without prejudice to any rights to which it is entitled.

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Article 16: Applicable Law and Jurisdiction

16.1 Dutch law is applicable to all agreements to which these General Terms and Conditions, either wholly or in part, apply.

16.2 Disputes, arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply will be settled by the court that has jurisdiction within the district of 's-Hertogenbosch, the Netherlands.

Filed on 26 October with the Court 'sHertogenbosch in 's-Hertogenbosch under file number 84/2007