

## General terms and conditions 2023 for services by Transform4C

### Article 1 Definitions

In these general terms and conditions of service, the following definitions apply:

**Transform4C:** Transform4C B.V., established in The Hague with Chamber of Commerce number 83699473, focuses on facilitating and advising on transformation processes and offering experiences, workshops and training (hereinafter referred to as 'programs'), in combination with providing (higher) education and student coaching.

**Advisor/Trainer/Facilitator:** The person who carries out the work agreed between the client and Transform4C on behalf of Transform4C.

**Client:** Any natural or legal person who has a contractual relationship with Transform4C by means of an agreement.

**Fee:** The financial compensation agreed between the client and Transform4C (time-proportionate, performance-related or otherwise) by means of an order confirmation and/or as stated by Transform4C in the quotation, excluding VAT and other costs.

**Agreement:** The assignment agreement between the client and Transform4C as established by verbal or written coordination and/or acceptance of the quotation by the client by means of a confirmation by email or letter.

**Quotation or proposal:** The written description provided by Transform4C to the client of the agreed work, which also states the fee owed to Transform4C by the client (plus VAT and any other costs) with regard to the agreed work. The offer is valid for two months, unless stated otherwise. The offer states that the conditions apply.

**Agreed:** Facilitating and advising on transformation processes and offering programs, in combination with providing (higher) education and student coaching, as well as all related work commissioned by the client to Transform4C.

**Other costs:** The costs incurred by Transform4C in relation to the execution of the agreed work, including in any case but not limited to: Hotel and travel costs (provided that travel costs are calculated over the distance between the adviser/trainer's place of residence and the place where the agreed work is performed), courier and other transport costs. Costs as a result of travel time also fall under other costs and are calculated by declaring 50% of the invested travel time. This is to encourage the avoidance of unnecessary appointments. Transform4C charges € 0.30 cents/km or full reimbursement of the costs incurred by public transport.

**Registration for programs:** Registration for programs takes place by submitting an application with the name and date of the program and full contact details. The registration is only final when the participant price determined for the program has been paid, or the first and agreed deposit has been made. By registering, the participant declares to have knowledge of and to adhere to all that has been determined on the part of Transform4C with regard to the program.

**Conditions:** The present general conditions for services.

## **Article 2 Applicability**

2.1 These terms and conditions form part of all contracts for services, pertaining to the performance of work by Transform4C, all ensuing and/or related agreements between Transform4C and the client, or their legal successors respectively, and all offers and/or quotations made by Transform4C.

2.2 The conditions are (digitally) handed over or sent to the client by Transform4C before or upon conclusion of the agreement.

2.3 Clauses deviating from these terms and conditions are only valid if and insofar as Transform4C has confirmed them explicitly and in writing to the client.

2.4 These conditions apply to the exclusion of the conditions of the client.

Transform4C expressly rejects any conditions of the client.

2.5 Contrary to the provisions of art. 7:404 of the Dutch Civil Code, the client agrees that the agreed work under the responsibility of Transform4C will be performed by third parties on behalf of Transform4C if necessary.

2.6 Any reference in these terms and conditions to a party shall be understood to be a reference to the respective legal successors, in whatever capacity or legal form of the relevant party, taking into account the interests of the party concerned.

2.7 Transform4C may unilaterally change or supplement the content of these terms and conditions at any time. In that case, Transform4C will inform the client in advance. There will be at least two (2) weeks between the amendment and the entry into force of the amended terms and conditions.

## **Article 3 Data and information**

3.1 Transform4C is only obliged to (further) perform the agreed work if the client has provided all data and information required by Transform4C in a timely manner, in the form and manner desired by Transform4C. Additional costs, arising because Transform4C has not received the required data or information, or has not received it on time or properly, are at the expense of the client.

3.2 The client is obliged to inform Transform4C of its own accord without delay about facts and circumstances that may be important in connection with the execution of the agreed work.

3.3 The client guarantees the correctness, completeness and reliability of the data and information provided to Transform4C by or on behalf of him, even if provided by third parties on behalf of or at the request of the client.

## **Article 4 The agreed activities**

4.1 Transform4C will perform the agreed work for the client to the best of its knowledge and ability, with due observance of the agreements or agreed procedures made between the client and Transform4C.

However, Transform4C cannot guarantee the realization of a particular result.

The obligations resting on Transform4C consist only of best efforts obligations.

4.2 The client will do all that is necessary or desirable to enable Transform4C to perform the agreed work.

If no agreements have been made between the client and Transform4C regarding the manner in which the agreed activities will be performed, Transform4C will determine the manner in which, the means with which and the persons by whom the agreed activities will be performed. If desired, Transform4C will inform the client as extensively as possible about the manner in which the agreed work is performed.

4.3 Any terms specified by Transform4C for the performance of the agreed work are at all times target terms, unless the client and Transform4C have expressly agreed otherwise in writing (art. 2.3). Only then can deadlines have a fatal character. Damage suffered by the client as a result of late delivery is not eligible for compensation.

4.4 Dates set by Transform4C and the client for the included program components will not be changed until eight (8) weeks before the start of the work. If the client wishes to change these dates, for whatever reason and including force majeure, additional costs may be charged.

## **Article 5 Possible parties**

5.1 In accordance with the provisions of Article 2.5, Transform4C is authorized to engage third parties to perform the agreed work, unless Transform4C has committed itself in writing to the client to have the agreed work performed exclusively by Transform4C.

5.2 The client will deal exclusively with Transform4C with regard to the agreed activities and will only engage third parties to perform the agreed activities after agreement has been reached on this in writing between the client and Transform4C, without prejudice to the client's right to determine the aspects of discuss the agreed work with the client's accountant, legal adviser, tax adviser, civil-law notary, insurance expert, etc.

## **Article 6 Fee**

6.1 For the execution of an assignment, the client owes the fee, plus VAT and – if applicable – other costs.

6.2 The fee is calculated in the manner agreed between the client and Transform4C. If the performance of the agreed work extends over a period longer than one (1) month, the fee per month and afterwards, will be charged in the interim.

6.3 Transform4C reserves the right to increase the fee or costs, without prejudice to the authority of the client to dissolve the agreement in whole or in part.

## **Article 7 Payment**

7.1 Payment of the fee and other costs must be made within fourteen (14) days of the invoice date, without any deduction, discount or settlement with applicable payment methods, by deposit or transfer to the bank or giro account as stated on the invoice issued by Transform4C. Transform4C is authorized to charge the client statutory interest on the amount not paid, not paid on time or not in full, running from the due date until the day of full payment. When the client uses a payment term longer than 30 days, Transform4C will charge the total amount as agreed in the quotation or proposal in advance.

7.2 If the payment term referred to in paragraph 7.1 is exceeded, after the client has been demanded to pay at least once, Transform4C is permitted, without further notice of default and without prejudice to the other rights of Transform4C, to charge the client the statutory (commercial) interest from the due date to the date of charge full payment. Transform4C also reserves the right to charge 15% of the total invoiced amount, with a minimum of € 500, for reimbursement of administrative costs incurred for the benefit of the claim.

7.3 Transform4C reserves the right -before or during the execution of the agreed work- to demand full or partial advance payment and/or the provision of security from the client, failing which Transform4C is entitled to suspend the fulfillment of its obligations.

7.4 If the client is in default, without prejudice to the other rights of Transform4C, all claims of Transform4C against the client are immediately due and payable, regardless of the fact that the payment term for such claims has not yet expired.

7.5 All extrajudicial costs that Transform4C has had to incur in connection with the collection of a claim against the client are for the account of the client and are set at at least 15% of the outstanding claim with a minimum of € 1500,-.

7.6 All costs that Transform4C has had to incur in connection with legal proceedings against the client are for its account, also insofar as these costs exceed the court order for costs, unless Transform4C is ordered to pay the costs as the losing party.

7.7 If the client represents several (legal) persons, they are each jointly and severally liable for the fulfillment of the payment obligations towards Transform4C, if and insofar as the agreed work has been performed for them jointly.

7.8 The client's right to set off its claims against Transform4C is excluded, unless Transform4C is declared bankrupt or judicial debt restructuring applies to Transform4C. The Client is also not entitled to suspend payments – for whatever reason.

## **Article 8 Right of retention and risk of data loss**

8.1 If and as long as the client does not comply with one or more of its obligations towards Transform4C, Transform4C is entitled, barring legal exceptions, to file the client's file and/or whether or not forming part thereof, data and information or materials provided by the client under to abide by and to refuse to provide this data, information or materials to a successive executor, to whom the client has given an assignment to a greater or lesser extent equal to the agreed work.

8.2 Subject to proof to the contrary by the client, Transform4C is deemed to have exerted a reasonable degree of care regarding the data, information or materials provided by the client in the context of the agreed work.

8.3 Transform4C is not liable for damage caused by or in connection with loss or damage to the data, information or materials, or for loss or damage to the carriers of such data or information.

## **Article 9 Duration, termination and cancellation of the agreement**

9.1 An agreement to perform agreed work is established by oral or written acceptance of the quotation and/or order confirmation and is entered into for an indefinite period of time, unless it follows from the nature or purport of the agreed work that an agreement has been entered into for a definite period of time.

9.2 Unless an agreement has been entered into for a definite period of time, one party is entitled to terminate the agreement in writing with due observance of a term of one month if the other party fails to fulfill its obligations. Otherwise, termination or cancellation will only take place in writing and after consultation with Transform4C.

9.3 After the expiry of the specified time or after the agreed work has been performed, the agreement ends by operation of law, without notice being required.

9.4 Cancellation or termination of an agreement to participate in a program never releases the participant from his payment obligations. Contrary to this, no costs are incurred for cancellation if the written cancellation of the agreement for participation in a program with open enrollment is received at least six (6) weeks before the start of the first meeting. In case of cancellation in the period of three (3) to six (6) weeks before the start of the first meeting, 50% of the total fee is due. In case of cancellation less than three (3) weeks before the start of the first meeting, the total fee is due.

9.5 In the event of termination of an agreement by the client, Transform4C is entitled to compensation for the loss of occupancy that has arisen and can be substantiated by it. The compensation is determined in consultation but is at least 25% of the remainder of the amount quoted or agreed upon. Reasonableness will be based on scheduled time taking into consideration a period of six (6) weeks in advance.

9.6 Termination by the client, for whatever reason, is never a reason for a refund of payments made by the client to Transform4C.

## **Article 10 Confidentiality and ownership**

10.1 Transform4C will treat the agreed activities and all related matters and documents in strict confidence and will not provide third parties with information in relation thereto, except for third parties who are engaged in accordance with Article 5 for the performance of the agreed activities, except as stated in article 10.4. All information that becomes available to Transform4C will only be used for the purpose of performing the agreed work, except as described in article 10.4.

10.2 Notwithstanding the provisions of 10.1, Transform4C is allowed to provide information to third parties, if and insofar as:

- i) Such information was known to Transform4C from sources at the time of providing it other than the client;
- ii) Such information, at the time of its provision or thereafter, is or becomes publicly known that Transform4C is to blame;
- iii) Such information by Transform4C has been obtained on a non-confidential basis by a third party which is not bound by any confidentiality obligations.
- iv) Such information must be made available:
  - i) to any regulatory authority in respect of which Transform4C is required to provide such information to make known;
  - ii) for the purpose of any legal proceeding related to the agreed work;
  - iii) under any law or regulation having the force of law;
  - iv) from Transform4C's accountant, legal adviser or tax adviser.

10.3 Learning materials, models, techniques, instruments -including software- that are used for the execution of the agreed work are and remain the property of Transform4C.

10.4 The client and the assignment can be mentioned in general descriptions of activities by Transform4C as a reference in external communication means of Transform4C, unless the client has explicitly indicated this is not desirable prior to the start of the assignment deem and without prejudice to Article 10.1.

## **Article 11 Intellectual property rights**

11.1 All copyrights as well as all other intellectual property rights with regard to products of that mind, which Transform4C develops or uses in the performance of the agreed work, including but not limited to visual material, analyses, (calculation) models, advice, working methods, reports, memoranda, (model) contracts, systems, system designs and computer programs belong exclusively to Transform4C, insofar as they do not already belong to third parties.

11.2 Subject to the express prior written consent of Transform4C, the client is not permitted to use, reproduce, disclose or exploit the aforementioned products of the mind or their recording on data carriers, whether or not together with or through the engagement of third parties.

11.3 If the client supplies Transform4C goods which Transform4C uses in the provision of its services, including but not limited to information, texts or images, the client guarantees that Transform4C can use these freely and can also include them in publications or expressions on name of Transform4C and the global platform 100Months to Change (hereinafter '100MTC'). The Client indemnifies Transform4C against all claims from third parties if it appears that the use of this by Transform4C would infringe intellectual property rights or portrait rights of third parties.

11.4 Part of the agreement is the posting of at least two (2) posts regarding the collaboration and/or activities on social media channels, including - but not limited to - LinkedIn. The placement and scope of these posts is coordinated in advance. The client approves the draft posts within 24 hours of the proposal.

11.5 Any external parties with which the client collaborates or will work at the time of the agreement with Transform4C and whose nature of the work is equal to or comparable with those of Transform4C, are subordinate to Transform4C, unless agreed in advance in writing.

## **Article 12 Force majeure**

12.1 Force majeure (a non-negotiable shortcoming in the performance) on the part of Transform4C is in any case, but not limited to, a strike, excessive absenteeism of advisors, trainers and facilitators, (computer) malfunctions and government measures, such as a lock-down in the context of a pandemic or natural disaster.

12.2 If Transform4C cannot, not in a timely manner or not properly fulfill its obligations arising from the agreement as a result of force majeure, the aforementioned obligations of Transform4C will be suspended until the moment that Transform4C is still able to fulfill these obligations in the agreed manner, without that Transform4C is or will be in default with regard to the fulfillment of the aforementioned obligations and without Transform4C being obliged to pay compensation.

12.3 In the event that a situation as referred to in art.12.1 occurs during 30 consecutive days, the client has the right to terminate the agreement with immediate effect, without prejudice to the client's obligation to pay the fee still owed to Transform4C.

## **Article 13 Liability**

13.1 Transform4C is only liable towards the client for damage actually suffered by the client as a result of shortcomings attributable to Transform4C in the performance of the agreed work, but only insofar as the shortcoming consists in the failure to observe the care and expertise to which may be relied upon in the performance of the agreed work.

13.2 Transform4C is never liable for:

- i) damage incurred by the client or third parties as a result of the provision of incorrect or incomplete data or information by or on behalf of the client or as a result of acts (including omissions) of the client;*
- ii) the result at the client or third parties of an act (or omission) of the auxiliary persons engaged by Transform4C (not including consultants of Transform4C), even if they work for organizations affiliated with Transform4C;*
- iii) business, indirect or consequential loss incurred by the client or third parties;*
- iv) damage that could only have been prevented by an act (or omission) that would have been inconsistent or incompatible with the professional or behavioral rules applicable to the client.*
- v) access to the ICT systems of the client and damage resulting therefrom as a result of incorrect or incomplete actions by the client or technical details.*

13.3 The liability of Transform4C for a shortcoming in the execution of the agreed work, as well as for an unlawful act, is at all times limited to the amount of the fee declared by Transform4C.

13.4 Liability by the client is only possible within six months after the end of the service by registered letter and stating reasons, failing which the right to compensation will lapse.

13.5 The client indemnifies Transform4C against claims from third parties with regard to damage that is directly or indirectly, indirectly or immediately related to or arising from the agreed work performed by Transform4C.

13.6 Transform4C has the right at all times to undo or limit the damage of the client for which Transform4C is liable.

#### **Article 14 Provisions relating to 100MTC**

14.1 The parties are fully aware of and recognize that it is of the utmost importance that they fully cooperate in the most constructive manner to make 100MTC a success and achieve the program objective jointly.

14.2 The parties undertake to continuously protect each other's interests, the 100MTC Program and the 100MTC Experience, including the Film Beyond Zero and/or other films (hereinafter "the Film"), to the best of their ability and in good faith, in all actions during and after the term of the agreement.

14.3 Use of the INTERFACE® brand is solely for the purpose of explaining the film and in accordance with the available communication and materials.

14.4 It is under no circumstances allowed to use the brands INTERFACE® and 100MTC in a negative/harmful way in the broad sense.

14.5 It is not permitted to use other communication materials with regard to the film and 100MTC than those supplied by Transform4C, or another party with the permission of Transform4C.

#### **Article 15 Applicable law**

15.1 Dutch law applies to all agreements between a client and Transform4C, as well as to these conditions.

15.2 All disputes related to an agreement between the client and Transform4C will be settled by the competent court in Utrecht.

15.3 However, Transform4C is free to submit a dispute to the competent court in the district where the client is located.