

**GENERAL TERMS AND CONDITIONS  
OF PROSPECTORY B.V.****ARTICLE 1 GENERAL**

- 1.1 These General Terms and Conditions are applicable to each special offer, activities, individual offers and agreements between Prospectory and a Principal.
- 1.2 The present General Terms and Conditions are also applicable to agreements with Prospectory, for the execution of which third parties need to be involved.
- 1.3 The applicability of (General) Terms and Conditions of the Principal is rejected explicitly.
- 1.4 If one or more stipulations in these General Terms and Conditions on any moment are invalid or would be invalidated, then the remainder in these General Terms and Conditions will remain fully applicable. Prospectory and the Principal shall then enter into consultation, in order to agree upon new stipulations for the replacement of the invalid or invalidated stipulations, whereby as much as possible the purpose and the tenor of the original stipulations shall be observed.

**ARTICLE 2 INDIVIDUAL OFFERS AND SPECIAL OFFERS**

- 2.1 All individual offers and special offers of Prospectory are non-binding, unless a term for acceptance has been set in writing
- 2.2 The prices stated in an individual offer or special offer are exclusive of VAT, other levies by the government, possible costs to be made in the framework of the agreement (including cost of travel and stay, sending and administration), unless stated differently in writing.
- 2.3 A composed price statement does not oblige Prospectory to the execution of a part of the commission against a proportional part of the stated price.

**ARTICLE 3 DELIVERY TERMS, EXECUTION AND CHANGING AGREEMENT**

- 3.1 The agreement concerns an obligation to make an effort and no obligation to bring a result from the side of Prospectory.
- 3.2 The delivery term is never a fatal term. Prospectory has the right to let (certain) activities be executed by third parties. The applicability of the articles 7:404, 7:407 section 2 and 7:409 Dutch Civil code is explicitly excluded.
- 3.3 If by Prospectory or by third parties employed by Prospectory in the framework of the commission activities are being executed on the location of Principal or a location designated by Principal, then Principal shall arrange free of charge for the facilities desired in reasonableness (by those employees).
- 3.4 If Prospectory requires data from Principal for the execution of the agreement, then the execution term does not start any sooner than after Principal has made these available correctly and fully to Prospectory.
- 3.5 Principal is required to provide all information of which he knows or of which he should know that this is necessary for the execution of the commission, timely to Prospectory. Principal warrants the correctness of the information provided by him.
- 3.6 Prospectory is authorised to execute the agreement in various phases and to invoice the parts so executed separately.
- 3.7 If the agreement is executed in phases, then Prospectory can suspend the execution of those parts that belong to a subsequent phase, until Principal has approved the results of the preceding phase in writing.
- 3.8 Changes in an original commission because of Principal can influence the agreed time planning and the costs for the execution. The extra costs deriving there from are for the account of Principal. Prospectory shall inform Principal of the extra costs, as soon as they are foreseeable.

**ARTICLE 4 DISSOLUTION OF THE AGREEMENT**

- 4.1 Prospectory is authorised to dissolve his agreement, if:
  - a. Principal does not, not fully or not timely comply with the obligations from the agreement;
  - b. After the conclusion of the agreement, circumstances that become known to Prospectory give good ground to fear that Principal shall not comply with his obligations;
  - c. If an attachment is placed on the assets of Principal, or to him a suspension of payment is granted, or he is declared bankrupt.

- 4.2 If the agreement is dissolved, then the claims of Prospectory on Principal are immediately payable upon demand.
- 4.3 If Prospectory proceeds to dissolution, it is obliged in no way whatsoever to compensation of damage and costs emerged in any way because of it for Principal.

#### **ARTICLE 5 PAYMENT**

- 5.1 Prospectory can request Principal to pay a reasonable advance in connection with the fees that Principal is or will be liable to pay and/or expenses that have to be made for the benefit of the Principal. Prospectory has the right to suspend the execution of the activities till the moment that the Principal has paid the advance to Prospectory, or has out a surety for that.
- 5.2 Payment needs to take place within the payment term, unless stated differently in writing by Prospectory. Prospectory is authorised to invoice periodically. The payment term is a fatal term.
- 5.3 In the absence of full payment within the set payment term, Principal is in default by law. Principal is then liable to pay a contractual interest of 2% per month as well as out-of-court collection costs of 15% of the principal amount with a minimum of € 300,00.
- 5.4 The payments made by Principal firstly serve to reduce the out-of-court collection costs, subsequently for the reduction of the appeared interest and finally for the reduction of the principal amount.
- 5.5 Principal is never authorised to set-off or to proceed with suspension of what is owed by him to Prospectory.

#### **ARTICLE 6 RECLAMATION**

All reclamations should, at the period of becoming forfeited, be received in writing by Prospectory within 14 days after these have become known or could have been known.

#### **ARTICLE 7 CONFIDENTIALITY**

Both parties are obliged to confidentiality of all confidential information that they have acquired in the framework of the agreement from each other. Information is deemed as confidential if this has been stated by the other party or if this derives from the nature of the information. The party that receives confidential information shall only use this for the purpose for which it was provided.

#### **ARTICLE 8 LIABILITY**

- 8.1 Prospectory is not liable for damage, of whichever nature, emerged because it relied on incorrect and/or incomplete data provided by or on behalf of Principal. This includes, but is not limited to, any personal data made available to Prospectory for the purposes of the implementation of the agreement.
- 8.2 Prospectory is only liable for damage (i) if this damage falls under the cover of its liability insurance and so to the amount that is paid out by its insurance, to be increased with the won risk or (ii) if there is an instance of wilful intent or gross negligence by it or one of its managers.
- 8.3 If there (i) is no instance of wilful intent or gross negligence, or (ii) the insurance does not pay out and there is still an instance of liability of Prospectory, then this liability is limited to solely direct damage (whereby liability for indirect damage is explicitly excluded) with a maximum of € 25.000,00.
- 8.4 All claims and other rights, on whichever basis, that Principal has towards Prospectory, should be received within 6 months after the moment on which Principal became acquainted herewith or reasonably could have become, in writing by Prospectory, in the absence of which these become void.
- 8.5 If Prospectory should be held liable by third parties, then Principal is obliged to assist Prospectory both out-of-court as in courts and to do everything without delay that may be expected of him in that case. Should Principal remain in default to take adequate measures, then Prospectory, without notification of default, is authorised to proceed to it by himself. All costs and damage at the side of Prospectory and third parties emerged because of it, shall be integrally for the account and risk of Principal.
- 8.6 Principal safeguards Prospectory from claims of third parties that suffer damage in connection with the execution of the commission (including claims in the form of penalties imposed on Prospectory by regulators).

#### **ARTICLE 9 CANCELLATION BY THE CLIENT**

- 9.1 The client is only entitled to cancel the order in writing. The client is required to pay consequent costs to Prospectory in case of cancellation: a) during the period before 21 days prior to the commencement date,

35% of the full order value: (such as it stands at the time of cancellation); (b) during het period between 21 and 14 days prior to the commencement date, 50% of the full order value: (as it stands at the time of cancellation); c) during the period between 14 and 7 days before the commencement, 75% of the full order value: (as listed at the time of cancellation) and d) during the period of 7 days prior and the commencement date itself, 100% of the total cost (as listed at the time of cancellation). The order value is the agreed amount in the agreement contract value plus any agreed to alterations.

- 9.2 If, at the time of cancellation, the supplier's costs are higher than the cancellation fee as set out in article 9.1 in these terms and conditions, the client must pay the supplier this higher amount to compensate for the difference.
- 9.3 That which is included in articles 9.1 and 9.2 as aforementioned shall also apply in the event of a force majeure on the part of the client
- 9.4 Prospectory is entitled, but not obliged, to make the client take part in the same course and/or training within three months after the planned course/training, provided that this is part of the programme and not fully booked, or otherwise consult within this period with Prospectory to set a new date for a business course, as far as Prospectory has such a date available.

#### **ARTICLE 10 INTELLECTUAL PROPERTY RIGHT**

- 10.1 Prospectory is or will become sole beneficiary of all existing and future rights of intellectual property (including but not limited to the copyright) that rest on or derive from the agreement.
- 10.2 Principal warrants to respect intellectual property rights of third parties and safeguards Prospectory from claims of third parties towards Prospectory that relate to any (alleged) violation thereof by him, his employees and employed third parties.
- 10.3 Prospectory has the right to use the knowledge increased at its side by the execution of an agreement also for other purposes, to the extent that hereby no strictly confidential information of Principal is brought to the knowledge of third parties.

#### **ARTICLE 11 WET BESCHERMING PERSOONSgegevens (DUTCH LAW FOR THE PROTECTION OF PERSONAL DATA)**

The client agrees to abide by the laws and regulations in respect of any processing of personal data and shall indemnify Prospectory against third-party claims related thereto.

#### **ARTICLE 12 APPLICABLE LA WAND DISPUTES**

Solely the laws of the Netherlands apply to all legal relations between Prospectory and Principal. Solely the District Court Midden-Nederland, location Utrecht, is competent to take knowledge of disputes between parties.