

General Terms and Conditions, filed with the Chamber of Commerce under number 27259635

Article 1 Definitions

Community: a (physical and digital) form of encounter organised by evofenedex for company officers of member companies, which focuses on a specific, stated purpose.

Participant: the natural person who purchases a Service on behalf of the Client.

Services: classified as Paid Services and Unpaid Services:

a. **Paid services:** These services are not included in the scope of standard membership and typically consist of optional services and customised solutions that offer additional benefits. The following are examples of Paid Services: Training courses (both for open enrolment and in-company), business advice, legal advice and a limited number of events. Members of the association may in some cases be eligible for discounts on specific Paid Services, or specific Paid Services may be offered exclusively to members.

b. **Unpaid services:** Services included fully in the scope of standard membership of 'vereniging evofenedex' (evofenedex association), registered in the trade register of the Chamber of Commerce under number 40408834, and funded through membership fees. The Unpaid Services include, but are not limited to, the member service, participation in Communities, webinars, certain meetings, magazine(s) and newsletters.

Event: meetings, lectures, symposia, conferences and business trips.

evofenedex: the limited liability company evofenedex B.V., service company of evofenedex association, located at Signaalrood 60 in Zoetermeer, registered in the Trade Register of the Chamber of Commerce under number 27259635.

In-company Training: a training course developed specifically for a Client and attended by participants from the Client's company or organisation or from a company or organisation designated by the Client.

Client: the natural or legal person that wishes to use or makes use of the Products and/or Services of evofenedex, whether or not in the context of membership of evofenedex.

Parties: evofenedex and the Client together.

Personal data: the definition of personal data within the meaning of Article 4(1) of the General Data Protection Regulation (in the Netherlands: Algemene Verordening Gegevensbescherming, AVG).

Products: including but not limited to books and teaching materials.

Training: study package, course, workshop, coaching, or any other meeting arranged for the purpose of imparting and enhancing knowledge, developing competencies and skills and/or exchanging experiences.

Terms and Conditions: these General Terms and Conditions.

Article 2 Applicability

2.1 These Terms and Conditions apply to all offers and quotations made by evofenedex and to all agreements entered into by evofenedex with regard to the performance of Services or delivery of Products.

2.2 Other terms and conditions are expressly rejected by evofenedex.

2.3 evofenedex may amend or supplement these General Terms and Conditions. Such changes come into effect thirty (30) days after their announcement to the Client. Minor, non-substantive changes may be made at any time without notification.

2.4 If any provision of the agreement or these Terms and Conditions is found to be invalid or voidable, this shall not affect the validity of the remaining provisions. In that event, the Parties shall consult to determine a new provision that matches the original intent of the invalid or voided provision to the greatest possible extent.

2.5 These Terms and Conditions also apply to all deliveries and/or work that evofenedex subcontracts in whole or in part to third parties.

2.6 If and insofar as evofenedex cooperates with external parties and specific general conditions or contract terms are applicable, they may prevail over these Terms and Conditions, provided this is agreed in advance and in writing between the Parties. In all other cases, these Terms and Conditions remain in full force and effect.

2.7 evofenedex reserves the right to alter, expand or terminate the content, conditions and availability of both Paid and Unpaid services. Any changes are communicated in a timely manner to the Members through the appropriate communication channels.

Article 3 Delivery of Products

3.1 The Client can place orders for Products published and/or offered for sale by evofenedex by telephone, in writing, by email or via the website of evofenedex.

3.2 Unless otherwise agreed, the indicated delivery time starts from the time of acceptance of an order by evofenedex. The indicated delivery time is approximate, never a firm deadline and may change due to unforeseen circumstances.

3.3 Delivery is made by shipping the product to the address indicated by the Client.

Article 4 Formation of a Services agreement (general)

4.1 A Client can ask evofenedex to perform a Service by telephone, in writing, by email or via the website.

4.2 Quotations are submitted by evofenedex in writing.

4.3 The validity of a quotation made by evofenedex expires after one month. If the Client accepts a quotation, evofenedex is entitled to revoke the quotation within a period of five (5) working days after receipt of the acceptance.

4.4 If the quotation made by evofenedex contains an error, the Client cannot hold evofenedex to this error if the Client knew or could reasonably have known that a mistake or clerical error was involved.

4.5 The Client must treat the information in the quotation and accompanying documents as confidential and may not use it for its own purposes or disclose it to third parties.

4.6 A quotation is based on information provided by the Client. If that information turns out to be incorrect or incomplete, evofenedex is entitled to adjust the quoted prices and/or delivery times.

4.7 An agreement for the provision of Services by evofenedex comes into effect when evofenedex has received the Client's written acceptance of the offer proposed by evofenedex (in writing, by email or via its website).

4.8 evofenedex shall perform the agreed work for the Client with due care and attention. When doing so, evofenedex always undertakes to use its best endeavours and never guarantees achievement of an intended result to the Client. The indicated delivery time is approximate, never a firm deadline and may change due to unforeseen circumstances.

4.9 If a fee is charged for a Service provided by evofenedex, it is based on the agreed (hourly) rate, a previously announced participant contribution or another financial agreement stated in the agreement for the performance of a Service. In the case of Services for which the fee is based on an hourly rate, the number of hours required for the order shall be estimated in advance, as far as reasonably possible. The rates do not include travel and subsistence expenses.

4.10 evofenedex reserves the right to adjust the prices of Services and/or Products annually. Typically, indexation is based on the Consumer Price Index/Services Producer Price Index published by Statistics Netherlands (CBS). Price changes are communicated via the evofenedex website or by email to registered Participants no later than one month prior to the effective date. If a price change occurs after a registration has been confirmed, the original price for that registration continues to apply.

Article 5. Obligations of the Client

5.1 The Client must ensure that all information and/or data necessary for the performance of the Agreement, or which it knows or could reasonably know that evofenedex needs, are provided to evofenedex in a timely manner.

5.2 The Client guarantees that the information and/or data provided to evofenedex are correct, complete and reliable.

5.3 The Client must immediately inform evofenedex of changes in facts or circumstances that it knows of, or could reasonably know of, and that could be important for the performance of the Agreement.

5.4 If the Client does not meet the obligations in paragraphs 1 to 3 inclusive, evofenedex is entitled to suspend performance of the Agreement. In addition, the Client must compensate evofenedex for any additional costs or damage incurred by evofenedex as a result.

Article 6 Training Course and Event (open enrolment)

6.1 Registration for a Training Course and/or an Event takes place by registering via the evofenedex website or via a website or portal designated by evofenedex.

6.2 evofenedex always confirms a registration or order in writing or by email, thus leading to the formation of an agreement. When registering for a Training Course and/or Event, the prices shown on the website apply, subject to correction of any typographical errors.

6.3 When registering for a Training Course and/or Event offered as part of a promotion, the promotional rate applies, subject to correction of any typographical errors.

6.4 Prices for Training Courses include the cost of course materials unless otherwise stated.

6.5 The provisions of Article 7 apply accordingly to a Training Course and/or Event if it is offered in the form of a webinar or online.

Article 7 Webinars and online training courses

7.1 For participation in webinars, online classes or the Community and other online activities, access shall only be granted to the Client or Participant upon full payment of the amount due, unless otherwise agreed in writing.

7.2 evofenedex uses external online platforms and online tools for the performance of these online Services. The Client or Participant is responsible for having the necessary hardware, software and a stable Internet connection in order to access the online service.

7.3 evofenedex is not liable for faults, technical problems or limitations resulting from the use of external platforms or the Internet connection of the Client or Participant. In the event of technical problems at evofenedex, evofenedex shall make every effort to solve them as soon as possible.

7.4 Participants in the Community and online activities must abide by the rules of conduct established by evofenedex or the applicable community terms and conditions. evofenedex reserves the right to remove Participants, who do not abide by these rules or who behave inappropriately, from the digital environment without entitlement to a refund.

7.5 Webinars, online classes and other digital content may not be recorded, copied, distributed or published without consent. All intellectual property rights related to these online Services are owned by evofenedex or the respective right-holders.

Article 8 In-company Training

8.1 The agreement for the provision of an In-company Training Course is established in accordance with Article 4 of these Terms and Conditions.

8.2 An agreement to provide an In-company Training Course specifies, among other things, the content, the training location(s), the number of teaching and/or development days required, as well as the (minimum and) maximum number of Participants.

8.3 Registration of individuals for an In-company Training Course shall be arranged by the Client at least 21 calendar days prior to the start of the training course, unless expressly agreed otherwise.

Article 9 Cancellation/alteration by the Client

9.1 The Client can ask evofenedex to change the Agreement. evofenedex is at all times entitled to reject a request to change the Agreement.

9.2 If, due to any circumstance whatsoever, a change in the performance of the Agreement is necessary, the related costs shall be charged to the Client on the basis of the applicable rates charged by evofenedex at that time. evofenedex shall, as far as possible, endeavour to inform the Client about the amount of these costs in advance.

9.3 The Client may only cancel the agreement regarding an (In-company) Training Course or Event in writing or by email. The date of receipt of the written cancellation by evofenedex is decisive in the context of this Article.

9.4 If the Client cancels all or part of an Agreement other than for Training Courses, Events or In-company Training, evofenedex reserves the right to invoice all costs incurred up to that point based on the actual costs.

9.5 If the Client cancels an (In-company) Training Course or Event within a period of 21 calendar days before the (first) session, the full agreed price is due and the Client is not entitled to a refund of any amount already paid.

9.6 In the case of multi-day Training Courses, Events or In-company Training Courses, cancellation is no longer possible after the first session has taken place. The full course fee is due and payable immediately if the (full) course fee has not already been paid before the start of the first session.

9.7 Substitution by another Participant from the same company is possible, provided that the substitute is notified to evofenedex no later than two working days before the (first) session. The Client does not have to pay an additional charge for this substitution.

9.8 After the date (or dates) has (have) been set, evofenedex shall, if requested to do so by the Client, consider whether it is possible to reschedule participation in or a session of a Training Course, Event or In-company Training Course. If that request is made less than 21 calendar days before the start of a Training Course, Event or In-company Training Course and evofenedex is able to reschedule participation or the session, evofenedex shall charge 50% of the amount due as additional costs. The invoice for the full course fee and additional charges must be paid immediately.

9.9 These Terms and Conditions continue to apply in the event of a change to the Agreement.

Article 10 Force majeure

10.1 If evofenedex is forced to cancel or reschedule delivery of Products, Services, Training Courses, Events or In-company Training Courses due to Force Majeure, it shall notify the Client without delay. Solely in the event of cancellation shall evofenedex refund the amount already paid by the Client on a pro rata basis. In the case of a Training Course, Event or In-company Training Course, evofenedex shall furthermore endeavour to offer a suitable alternative, including - if possible - rescheduling the relevant activity. If the Client takes advantage of this, no refund shall be paid.

10.2 Force Majeure means any circumstance outside the control of evofenedex and which cannot be attributed to evofenedex, as a result of which fulfilment of the Agreement is prevented in whole or in part. This includes, but is not limited to, natural disasters, fire, floods or extreme weather conditions, war, terrorism, (civil) insurrections or other violent conflicts, governmental measures such as import or export restrictions, sanctions or mandatory closures, disruptions in transport, the electricity supply, the Internet or other essential infrastructure, epidemics, pandemics or government-imposed restrictions on meetings, as well as strikes, industrial sit-ins or other labour disputes that impede performance.

10.3 evofenedex shall never be liable for any damage of any nature resulting from the cancellation by evofenedex on the grounds of force majeure.

Article 11 Organisation

11.1 evofenedex has the right to replace an instructor or trainer tasked with providing a Training Course, Event or In-company Training Course with another instructor or trainer. In addition, evofenedex may make organisational and/or content changes to the Training Course programme. In the case of In-company Training Courses, content changes shall be made in consultation with the Client.

11.2 evofenedex may deviate from the locations and dates mentioned in its offer, order confirmation or the programme if the number of registrations or other circumstances warrant such action.

11.3 Recordings of sessions/meetings, such as Training Courses and Events, may only be made at the initiative of evofenedex. The Client and third parties shall not reuse such recordings internally in a way that negatively affects the business model of evofenedex, unless evofenedex has given prior written consent for this.

Article 12 Payment

12.1 The rates quoted by evofenedex are in euros and exclusive of Dutch VAT.

12.2 The Client shall pay the invoice from evofenedex within 30 days from the invoice date, by transfer to a bank account designated by evofenedex, unless otherwise

agreed in writing. For as long as the Client has not paid the full amount on time and/or in full, evofenedex shall be entitled to suspend performance of the Agreement and/or to charge the resulting additional costs to the Client.

12.3 If the Client has not paid the full amount within the period mentioned in paragraph 2 of this Article, it shall be in default by operation of law without further notice of default being required. In that case, the Client is also liable, without further notification, to pay statutory commercial interest from the due date until the date of full payment, calculated on the outstanding invoice amount, whereby a part of a month shall count as a whole month.

12.4 If the Client does not pay or does not pay on time, the resulting costs for evofenedex shall be borne by the Client. These costs include all judicial and extrajudicial costs. The extrajudicial costs are deemed to be at least 15% of the amount payable, subject to a minimum of €200.

12.5 If the Client is a natural person (consumer) not acting in the exercise of a profession or business, and he/she is in default of payment for an invoice, evofenedex shall send the Client a payment reminder without charge, granting the Client a period of fourteen (14) days to belatedly make payment without incurring additional costs. If full payment is not made after expiry of this period, the Client shall owe statutory interest on the outstanding amount in accordance with Book 6, Section 119 of the Dutch Civil Code. In addition, evofenedex is entitled to charge extrajudicial collection costs in accordance with the Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten), whereby the collection costs shall be calculated according to the graduated scale specified in Section 2 of that Decree.

12.6 evofenedex is entitled to deduct payments made by the Client to evofenedex from the costs first, then from the interest and finally from the principal sum and the accrued interest.

12.7 The Client must object to (the amount of) an invoice in writing within fourteen (14) days of the invoice date. The objection should be as detailed as possible. If the Client does not object within this period, the invoice is deemed to have been approved. Objections to the invoice do not put the Client's payment obligation(s) on hold. Objections submitted after the fourteen (14) day period do not have to be processed by evofenedex.

12.8 If full payment of the course fee is not received by evofenedex prior to commencement of a Training Course, Event or In-company Training Course, evofenedex reserves the right to exclude the registered Participant from participation or to cancel the Training Course, Event or In-company Training Course. The claim of evofenedex regarding the total course fee and any costs already incurred is immediately due and payable.

Article 13 Liability

13.1 evofenedex is not liable for damage of any nature whatsoever resulting from the use on the part of evofenedex of incorrect and/or incomplete information or data provided by or on behalf of the other party.

13.2 evofenedex shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings, damage due to business interruption and damage caused by delay.

13.3 evofenedex can only be liable for direct damage caused by an attributable shortcoming in the fulfilment of the obligation(s) arising from the Agreement that the Client has reported to evofenedex by registered letter within a period of thirty (30) days after the Client became aware of it or could have become aware of it. Direct damage means:

- the reasonable costs to determine the cause and extent of the damage, insofar as the de-termination relates to the damage within the meaning of these General Terms and Conditions;
- any reasonable costs incurred to correct the defective performance of evofenedex and comply with the Agreement;
- reasonable costs incurred to prevent or limit damage, provided that the Client proves that these costs did indeed limit direct damage as referred to in these General Terms and Conditions.

13.4 The liability of evofenedex is at all times limited to the amount paid out under the insurance cover of evofenedex in the case in question.

13.5 If for whatever reason no payment is made under the aforementioned insurance, any liability of evofenedex for damage is limited to a maximum of the amount paid by the Client to evofenedex for the Service or Product delivered.

13.6 evofenedex is not liable for damage resulting from force majeure, in accordance with the provisions of Article 10.

13.7 The provisions in paragraphs 3, 4 and 5 also apply to damage caused by third parties engaged by evofenedex (whether or not on behalf of the Client), even if the cause of this damage was intent or gross negligence on the part of the aforementioned third parties.

13.8 If the Client makes certain decisions based (in part) on Products and/or Services provided by evofenedex, evofenedex can never be held responsible for the consequences or results thereof.

13.9 The Client and the Participant are jointly and severally liable for the damage caused by the Participant during the (In-company) Training Course or Event to property belonging to evofenedex or third parties.

Article 14 Privacy and Personal Data

14.1 If, for performance of the Agreement, evofenedex needs to record Personal Data, the Client must issue such items of personal data to evofenedex and both Parties must comply with the applicable laws and regulations, including the General Data Protection

Regulation (Algemene Verordening Gegevensbescherming, AVG), in the process.

14.2 The Client guarantees that the items of Personal Data provided to evofenedex are complete, accurate and lawful, and that a legally valid basis exists for the intended processing by evofenedex.

14.3 When providing the data, the Client itself is responsible for omitting or making illegible Personal Data or other confidential data that evofenedex does not need and for ensuring that the data is transferred to evofenedex in a secure manner, in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG).

14.4 The parties shall implement and maintain appropriate technical and organisational measures to protect Personal Data as required by the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG).

14.5 If evofenedex, in its sole judgement, believes that the Client's measures for the protection of Personal Data are insufficient, evofenedex reserves the right to demand additional security measures.

14.6 If a data breach involving Personal Data occurs during performance of the Agreement, the Parties shall inform each other without unreasonable delay as soon as the data breach is discovered. Without prejudice to the Client's obligations, evofenedex reserves the right to independently report the data breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) if evofenedex is legally required to do so.

14.7 evofenedex is not liable for any damage, loss or costs arising from Client's failure to comply with its obligations, including but not limited to failure to comply with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG) and other relevant legislation. In no event is evofenedex liable for indirect damage, consequential damage, loss of profit, or damage due to business interruption.

14.8 The Client indemnifies evofenedex against all claims, costs (including legal fees), damage and penalties arising from the Client's failure to comply with privacy legislation, or from the provision of incorrect or incomplete Personal Data.

Article 15 Intellectual property

15.1 If the Client receives software or digital content owned by evofenedex or third parties, the Client is only granted a non-exclusive, non-transferable right to use that software or digital content in accordance with the terms of the Agreement. This right of use can be revoked by evofenedex if the Client does not comply with the terms of the Agreement. The intellectual property rights regarding the (course) material, digital content, software and other Products provided by evofenedex in connection with Services remain vested with evofenedex. The Agreement is not intended to transfer any intellectual property rights of evofenedex or third parties engaged by evofenedex to the Client.

15.2 The materials provided by evofenedex, including digital materials and software, are for personal use only. Without express written permission from evofenedex, the Client is not entitled to disclose, make available to third parties, exploit or, in any way, reproduce (data from and/or portions of and/or extracts from) the material provided, digital materials or software.

15.3 The Client is expressly prohibited from contravening the intellectual property rights of evofenedex or third parties that evofenedex engages, such as copyrights, trademark and patent rights or harming the good name of evofenedex.

15.4 The Client may not, both during the course of the Agreement and after the Agreement has ended, perform any acts that may contravene the intellectual property rights of evofenedex or third parties engaged by evofenedex, including but not limited to reproducing, altering or distributing digital materials or software of evofenedex without first obtaining prior written consent from evofenedex.

Article 16 Confidentiality

16.1 evofenedex uses the Client's data for the performance of the agreement to be concluded with the Client, for its Service Provision and to keep Clients informed of its (new) Products and Services.

16.1 Personal data and business secrets of Clients are treated with the utmost care.

Article 17 Complaints

17.1 The Client must communicate a complaint regarding the performance of a Service or regarding a product delivered by evofenedex in writing within eight calendar days after delivery has taken place. evofenedex shall subsequently respond to the complaint in writing.

17.2 Complaints regarding an invoice must be made in writing within eight calendar days of the invoice date.

17.3 The submission of a complaint does not entitle the Client to suspend its payment obligations.

Article 18 Applicable law and choice of forum

18.1 Dutch law applies to these Terms and Conditions, all quotations, offers, (legal) acts and agreements of evofenedex.

18.2 In the event of disputes, the Parties have a duty to make every effort to reach an amicable settlement in the shortest possible time.

18.3 If the Parties are unable to reach an amicable settlement, either Party is then entitled to submit the dispute to the competent court in the district of The Hague.