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# GENERAL TERMS & CONDITIONS SIGNPOST SIX B.V.

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## Article 1 – DEFINITIONS

- 1.1. Agreement  
The arrangements in a written and/or digital recording, based on which SIGNPOST SIX performs a Service or Services for the Client and to which these Terms and Conditions apply.
- 1.2. Client  
Every (legal) entity or person who has concluded an Agreement with SIGNPOST SIX.
- 1.3. Parties  
SIGNPOST SIX and the Client.
- 1.4. Service(s)  
The service(s) as described in the Agreement between SIGNPOST SIX and Client.
- 1.5. SIGNPOST SIX  
The private company with limited liability SIGNPOST SIX B.V., incorporated under the laws of The Netherlands, having its corporate seat in 's-Gravenhage, having its registered office at Lange Voorhout 11 in 's-Gravenhage, registered at the Trade Register of the Dutch Chamber of Commerce under file number: 66139414

## Article 2 – GENERAL TERMS AND CONDITIONS

- 2.1. The terms and conditions as stated in this Agreement will be applicable to all tenders, offers, order confirmations, Agreements, deliveries, products and services with respect to the delivery of products or services by SIGNPOST SIX.
- 2.2. Deviations from the general Terms and Conditions are only valid and binding if these have been explicitly agreed in writing by both Parties. Any deviation must be signed by authorized representatives of both Parties.
- 2.3. The applicability of any general or specific term and/or condition or clauses of Client are explicitly rejected by SIGNPOST SIX.
- 2.4. In the event of whole or partial voidness or other invalidity of one or more provisions of these general Terms and Conditions the remaining provisions will continue in force and Client and SIGNPOST SIX will enter into consultation in order to agree upon new provisions to replace the voidable or voided provisions, in the course of which the

purpose and the application of the voidable or voided provisions will be observed as much as possible.

- 2.5. An offer, tender or quote does not bind SIGNPOST SIX and only applies as an invitation to the Client to place an order, unless explicitly stated otherwise. Client guarantees that he, to the best of his knowledge, has provided all relevant and essential information for the planning and execution of the order.
- 2.6. SIGNPOST SIX will use reasonable endeavours to deliver the provision of Services with care, where applicable in accordance with arrangements and procedures recorded in writing with the Client.
- 2.7. All terms/deadlines that SIGNPOST SIX has committed to are indicative and will only be fatal terms if this is explicitly agreed in writing between SIGNPOST SIX and Client.

### Article 3 – PRICES AND PAYMENT

- 3.1. All prices are in euros and excluding turnover tax (VAT) and other levies which are imposed by the government or relevant authorities.
- 3.2. SIGNPOST SIX is entitled to increase the rates of an ongoing Agreement commencing on the 1<sup>st</sup> of January of each year the relevant Agreement is in force, on the basis of the alteration of the monthly price index figure in accordance with the consumer price index (CPI), index all households (2017=100), published by the Centraal Bureau voor de Statistiek (CBS).
- 3.3. All invoices will be paid by Client within thirty calendar days from the invoice date.
- 3.4. If the Client does not pay the amounts owed within the period as referred to in article 3.3, Client will, without the need for any notice of default, owe interest of 10% over the outstanding amount on an annual basis of the invoice amount.
- 3.5. If the Client after a notice of default continues to fail to pay the claim, the claim can be referred for collection, in which event Client will be obliged, in addition to the total amount, including interest, to pay the extrajudicial and judicial costs in full, including all costs calculated by external experts in addition to the costs ascertained judicially, in connection to the collection of this claim or enforcement of rights in other respects, of which the level will be determined at minimum 15% of the total amount but at least € 1.000,--. Payment of a sum of money allocated to a particular obligation is applied in the first instance to reduce the costs, subsequently to reduce the interest due and finally to reduce the longest outstanding principal sum and accrued interest.
- 3.6. All amounts charged to the Client must be paid without reduction or deduction. The Client is not entitled to setoff. Furthermore, the Client is not entitled to suspend any payment obligations towards SIGNPOST SIX.

#### Article 4 – CONTRACT TERM AND TERMINATION

- 4.2 Every party is entitled, without further notice of default and without prior judicial intervention, with immediate effect, to terminate an Agreement wholly or in part for the future and/or to cancel a payment if: (i) The other party causes a material breach of any obligation ensuing from the Agreement and such breach is not remedied within four weeks from written notification thereof by the party first mentioned; (ii) The other party applies for moratorium; (iii) The other party is declared bankrupt or, as the case may be, comes under the statutory arrangement for debt rescheduling; (iv) Seizure is made to the goods made available by or on behalf of other party - in the context of an Agreement or appendices - and this seizure is not withdrawn within a week. (v) The other party is a legal entity and a third party acquires shares in, or the assets from, the other party as a result of which the other party comes under control of the third party. The other party must immediately inform the counterparty hereof. (vi) The other party is a legal entity and this is dissolved. In all cases in which the Agreement with the Client ends, the general terms and conditions that govern the relations between the parties remain in so far as this is necessary for the settlement thereof, or in so far as this ensues from the nature of the clause concerned.

#### Article 5 – OWNERSHIP

- 5.1. SIGNPOST SIX shall at all times have all rights, title, and interest in and to any information, documentation, products, intellectual property, and/or designs whether used or developed in whole or in part as a direct or indirect result of its performance hereunder. For the purposes of this Agreement, intellectual property shall be understood in the broadest sense, including but not limited to copyright, neighbouring rights, database rights, semiconductor topographies' rights, patents, utility models, design models, trademarks, trade names, trade secrets concepts and know-how.
- 5.2. SIGNPOST SIX grants the Client for the term of the Agreement, a nonexclusive, nonassignable right to use the materials as provided by SIGNPOST SIX to the Client for internal use only, and exclusively by the participants that have attended the course(s) or trainings delivered by SIGNPOST SIX.

#### Article 6 – NON-DISCLOSURE

- 6.1. During the term of this Agreement and thereafter both Parties will at all times treat the information of the other party and its clients as confidential and will not make the information known to third parties or make any unauthorised use, internal or external, of any information acquired.
- 6.2. Parties are obliged to impose the duty of confidentiality referred to in article 6.1 on their employees/contractors. The professionals that are deployed for the execution of the Agreement have signed a contract in which a similar non-disclosure clause is incorporated.

#### Article 7 – LIABILITY

- 7.1. SIGNPOST SIX liability towards Client arising out of or in connection with this Agreement shall be limited to an amount that is equal to the amount of the specific order but in no event more than 50.000 euros, per event, per year. Connected events are to be considered as one and the same event.
- 7.2. Client indemnifies SIGNPOST SIX against all third party claims concerning damage that has arisen as a result of or in connection with the performance of SIGNPOST SIX under the Agreement.

#### Article 8 – APPLICABLE LAW AND CHOICE OF LAW

- 8.1. The Dutch law exclusively applies to the Agreement and the General Terms and Conditions. Any disputes will be resolved by the District Court in The Hague.