

General Terms and Conditions of Ixly - version February 2025

1. Definitions

- 1.1. In these General Terms and Conditions, capitalised terms are assigned the meaning shown below (in the right-hand column):

General Terms of Delivery:	these General Terms and Conditions;
Services:	All Ixly's offers, quotations, orders, legal relationships, services and deliveries and (the formation and execution of) all contracts concluded between Ixly and the Client, by any name, as well as anything that may arise as a result thereof or in connection therewith;
Intellectual Property Rights:	The industrial and intellectual property rights and knowledge and/or the producer of the Services relating to the Services;
Ixly:	The private company with limited liability Ixly B.V., registered in the trade register of the Chamber of Commerce under number 30204565;
Order Confirmation:	The written document recording the Contract;
Client:	Any (legal) person who enters into a Contract with Ixly;
Contract:	The order confirmation signed by the Client;
Parties:	Ixly and the Client together;
Website:	ixly.nl ;
Business Day:	any day on which banks in the Netherlands are open for the purpose of normal banking business (not being Saturday and Sunday).

2. Applicability

- 2.1. These General Terms of Delivery apply to all Ixly's offers, quotations, orders, legal relationships, services and deliveries and (the formation and execution of) all contracts concluded between Ixly and the Client, by any name, as well as anything that may arise as a result thereof or in connection therewith (the "Services"), unless expressly agreed otherwise in writing prior to the formation of the Contract.
- 2.2. Ixly expressly rejects the applicability of general terms and conditions of the Client, in whatever form and by whatever name. Deviation from these General Terms of Delivery is only possible if and to the extent that Ixly has expressly accepted deviation(s) in writing.

3. Quotations

- 3.1. All quotations, in whatever form and by any name, are non-binding and always subject to change. Quotations are valid for 1 (one) month from the date of despatch by Ixly, unless expressly stated otherwise in writing. Any budgets, plans or other documents accompanying a quotation remain the property of Ixly. Quotations may not be made available to third parties for inspection without Ixly's written permission. The submission of quotations and/or documentation does not oblige Ixly to accept an order or assignment.
- 3.2. There is no charge for the preparation of a quotation by Ixly.
- 3.3. Quotations from Ixly are based on information provided by the Client. The Client warrants that all information provided to Ixly is correct and complete.
- 3.4. If the Client has not yet accepted the quotation, Ixly is entitled to withdraw the quotation.

4. Formation and execution of the Contract

- 4.1. A Contract is formed when the Client has accepted the Order Confirmation provided by Ixly in writing. The date of signing is thereby decisive. The Order Confirmation prepared by Ixly is deemed to accurately and completely reflect the Contract. Any subsequent additional agreements and/or amendments are only binding if agreed in writing.
- 4.2. For Services for which by their nature and scope no quotation or Order Confirmation is sent, the invoice shall be deemed to reflect the Contract accurately and in full, subject to written complaint within 8 (eight) Business Days from the invoice date.
- 4.3. Ixly may establish – within legal frameworks – whether the Client can meet its payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the Contract. If, based on this investigation, Ixly has good grounds not to enter into the Contract, it is entitled to refuse an order or to attach special conditions to the execution of the Contract, including but not limited to requiring (additional) security.
- 4.4. The Client is obliged to provide Ixly with all the information and documentation required for the correct execution of the Contract in a timely manner.

5. Duration and termination of the Contract

- 5.1. The Contract between Ixly and Client is entered into for an indefinite period, unless the nature of the Contract dictates otherwise or the parties expressly agree otherwise in writing.
- 5.2. Notwithstanding the provisions of Civil Code Section 7:408 paragraph 1, the Contract can only be terminated prematurely by the Client by means of written notice, subject to a notice period of 3 (three) calendar months.
- 5.3. Ixly may terminate the Contract in writing (prematurely) at any time, subject to a notice period of 1 (one) calendar month. In the event of termination of the Contract by Ixly, it will under no circumstances be liable to pay damages to the Client and/or be obliged to offer compensation or payment to the Client.
- 5.4. The Client is entitled to terminate the Contract in the event of a material attributable failure on the part of Ixly. Such termination shall take place by means of a registered letter to Ixly. Prior to that, the Client must first grant Ixly a period of 30 (thirty) days to remedy the attributable failure by means of a registered letter. In the event of remediation by Ixly, the Client is not entitled to terminate the Contract. The Client is excluded from invoking Civil Code Section 6:87.

- 5.5. If the Contract is terminated prematurely by the Client without there being a material attributable failure on the part of Ixly, Ixly is entitled to compensation equal to the amount Ixly would have received for the full execution of the Contract.
- 5.6. Ixly may immediately demand all amounts owed to it by the Client and suspend its obligations, as well as terminate the Contract in writing with immediate effect, if the Client becomes insolvent or is generally unable to pay its debts as they fall due, if there are reasonable grounds to suspect that the Client will not be able to meet its obligations, or if the Client makes an assignment for the benefit of its creditors or seeks relief in bankruptcy, insolvency or liquidation proceedings, or similar proceedings in its jurisdiction.

6. Prices

- 6.1. Unless specified otherwise, all prices are exclusive of VAT and quoted in € (euros).
- 6.2. Ixly is not obliged to provide Services at an incorrect lower price, even if the order or assignment has already been confirmed, if the error in the price is clear and unmistakable and the Client could reasonably have recognised this incorrect price.
- 6.3. If the Client fails to pay on time, Ixly is entitled to charge statutory (commercial) interest. Both judicial and extrajudicial collection costs incurred in connection with late payment shall be borne by the Client. The extrajudicial costs are set at 15% of the invoice amount with a minimum of EUR 150.00.
- 6.4. Ixly is entitled to reasonably adjust prices, including purchase prices, (recommended) selling prices and agreed fees annually. Ixly shall endeavour to notify the Client in writing of any such adjustment at least 1 (one) month prior to it taking effect.

7. Cancellation

- 7.1. The Client can cancel Services (e.g. Certification training courses, Consultancy) subject to the following:
- no charge (including the agreed price) if written notice of cancellation is received no less than 8 (eight) Business Days before the date of the scheduled delivery of the Services;
 - 50% of the cost (including the agreed price) if notice of cancellation is received between 7 (seven) and 5 (five) Business Days before the date of the scheduled delivery of the Services;
 - the total cost (including the agreed price) if notice of cancellation is received 4 (four) or fewer Business Days before the scheduled delivery of the Services.

8. Other costs

- 8.1. Unless expressly agreed otherwise in writing, overhead costs, travel time, travel and accommodation expenses and other costs incurred by Ixly in connection with the Services can be charged separately to the Client.

9. Force majeure

- 9.1. If Ixly cannot fulfil its obligations under the Contract, or cannot fulfil them on time or properly, as a result of force majeure within the meaning of Civil Code Section 6:75, those obligations will be suspended, without any compensation being due, until such time that Ixly is able to fulfil them in the agreed manner.
- 9.2. Force majeure shall in any case include any circumstance as a result of which normal execution of the Contract is not reasonably possible, or at least cannot reasonably be required of Ixly. Such circumstances include, but are not limited to, strikes, extreme weather conditions, epidemics and/or pandemics, government measures and/or

government restrictions, cybercrime, hacks, strikes and shortage of Ixly personnel, or other capacity problems, IT problems and/or business disruptions at Ixly.

- 9.3. In the event that the situation referred to in the first paragraph of this article arises, the Parties have the right to terminate the Contract in writing in full or in part after 30 (thirty) days of the occurrence of the force majeure situation, without being entitled to any compensation.
- 9.4. Insofar as Ixly has already partially fulfilled its obligations under the Contract at the time when the force majeure occurs or will be able to fulfil them, Ixly is entitled to charge separately for the part already fulfilled or to be fulfilled respectively. The Client is obliged to pay this invoice.

10. Confidentiality

- 10.1. The Client and Ixly will treat all information, knowledge, (personal) data or specifications relating to the execution of the Contract as confidential and will not disclose them to third parties, unless the party from which the information originates has given its written permission.

11. Protection of personal data

- 11.1. The Parties guarantee that personal data will be processed in accordance with the General Data Protection Regulation. They will set out their relationships and further arrangements relating to this in an agreement.

12. Intellectual property

- 12.1. The Client acknowledges and takes note without conditions that services, content, source code and information on Ixly's website and/or platform are protected by Ixly's copyrights, trademarks, service marks or other Intellectual Property Rights and laws. Neither the Contract nor the Client's use of Ixly's Services give the Client any copyright or trademark right, or in any way affect Ixly's exclusive ownership of the copyright and trademark or any Intellectual Property Right. The Client agrees not to modify, copy, reproduce, hire out, lend, sell or redesign any of the content on the website or platform in any way. This also applies to the tests, the code and the software, or any other Intellectual Property Right.
- 12.2. The Client is the owner of its own database for all applications. This means that the Client can request an export of its data, including user information, data and results of tests, content in the 360 toolkit and the assessment platform. Ixly will make this data available to Client against reimbursement of the costs to be incurred for the export.
- 12.3. The Parties undertake not to violate or infringe the Intellectual Property Rights of the other Party by use or otherwise in any way, directly or indirectly.
- 12.4. Following termination of this Contract for any reason, each Party shall immediately cease the aforementioned use of the Intellectual Property Rights belonging to the other Party.

13. Suspension and dissolution

- 13.1. Ixly is entitled to suspend the fulfilment of the obligations or dissolve the Contract if:
- the Client fails to comply, comply fully or comply in time with its obligations under the Contract;
 - circumstances of which Ixly becomes aware after the formation of the Contract give good reason to fear that the Client will not fulfil its obligations under the Contract. If there is good reason to fear that the Client will only

partially or not properly fulfil its obligations, suspension is only allowed to the extent justified by the shortcoming;

- the Client was asked to provide security for the fulfilment of its obligations under the Contract when the Contract was concluded and such security is not forthcoming or is insufficient.

- 13.2. Ixly is also entitled to dissolve the Contract or have it dissolved if circumstances arise of such a nature that execution of the Contract is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered continuation of the Contract can no longer be reasonably expected.
- 13.3. If the Contract is dissolved, Ixly's claims against the Client shall be immediately due and payable. If Ixly suspends fulfilment of its obligations, it retains its claims under the law and the Contract.
- 13.4. Ixly retains the right to claim damages at all times.

14. Complaints

- 14.1. As a substantive stakeholder, the Client has the duty to check the Services for defects and report these to Ixly.
- 14.2. Notwithstanding Civil Code Section 6:87, Ixly will deal with any complaints if such complaints are received in writing within 8 (eight) Business Days after delivery of the performance or Services in question. This also applies to complaints about invoices. After the expiry of this period, the Client shall be deemed to have approved the delivery or the invoice respectively.
- 14.3. If Ixly finds the complaint to be well-founded, it is only obliged to deliver the agreed performance again.

15. Liability

- 15.1. Ixly shall exercise the care of a good contractor in performing the Services. Ixly has an obligation of effort towards the Client and does not guarantee that the intended result will be achieved. Ixly therefore expressly excludes any guarantees in this regard.
- 15.2. All Services including offers and sales thereof shall be at the Client's expense and risk.
- 15.3. Ixly is not liable for any loss unless the Client proves that the loss was caused by intent or deliberate recklessness on the part of Ixly or its managers.
- 15.4. Ixly's liability in all cases is limited to the amount paid out in the relevant case under Ixly's applicable liability insurance policy, including the excess borne by Ixly in connection with that insurance.
- 15.5. If for any reason no insurance payment is made under the aforementioned insurance policy, Ixly's liability shall in all cases be limited to 25% of the total amount invoiced by Ixly to the Client in the calendar year in which the loss occurred, up to a maximum of EUR 10,000 (ten thousand euros).
- 15.6. Ixly shall never be liable for indirect loss, including inter alia lost profit, consequential loss and non-material loss however caused.

16. Indemnity

- 16.1. The Client shall indemnify Ixly against all claims from third parties, including reasonable costs of legal assistance, which are in any way related to or result from the Services performed or to be performed for the Client, except in the case of intent or deliberate recklessness on the part of Ixly or its managers.
- 16.2. Ixly shall notify the Client in writing as soon as possible of any such claim and shall not accept liability, settlement or any other compromise without the Client's prior written permission, which shall not be withheld unreasonably. The

Client shall have the right, at its option, to take over the defence of such claim, and may choose to settle or otherwise dispose of the claim. Ixly shall provide the Client with such assistance as the Client may reasonably require in connection with the handling of the claim. The costs and expenses in such a case shall be borne by the Client.

17. Retention of title and payment

- 17.1. Delivered Services shall remain the property of Ixly until such time as all amounts due from the Client under the Contract, including interest and costs, have been paid by the Client.
- 17.2. In the event of a payment moratorium, bankruptcy, suspension of payments, cessation of trading or transfer of the Client, or death if the Client is a natural person, Ixly is entitled to cancel all or part of the Services without notice of default or judicial intervention and to reclaim the unpaid part of what has been delivered. Cancellation and recovery do not affect Ixly's right to compensation for loss or damage. In such cases, any claim that Ixly has against the Client will be immediately and fully due and payable.

18. Disputes and applicable law

- 18.1. The General Terms of Delivery, Contracts, and all contracts resulting from the Contract and/or all related contracts are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 18.2. All disputes that may arise as a result of these General Terms of Delivery, the Contract and all contracts resulting from and/or related to it shall be settled by the competent court in the court district where Ixly has its registered office. There is exclusive jurisdiction within the meaning of Article 25 EEX-Vo (EU Regulation no. 1215/2012).

19. Other provisions

- 19.1. Ixly is entitled to amend the content of these General Terms of Delivery from time to time. Ixly will inform the Client in a timely manner in advance of any material changes to the General Terms of Delivery and will publish these amended General Terms of Delivery on its website after notification. The amended General Terms of Delivery will take effect from the date of publication on the website. Amendments to the General Terms of Delivery shall also apply to existing Contracts.
- 19.2. Neither all nor any part of the Client's rights or obligations under the Contract may be assigned or transferred by the Client, directly or indirectly, without Ixly's prior written permission, and any attempt to do so is void, except in the case of a merger, acquisition or sale of the majority of assets. Ixly is entitled to freely transfer all or part of its rights and obligations under the Contract or to use the services of third parties by subcontracting. Subject to the above, the Contract shall be binding on the parties and their respective successors and permitted assignees.
- 19.3. If any provision in the Contract and/or in these General Terms of Delivery is at any time annulled or found to be void in whole or in part, the Contract and/or these General Terms of Delivery shall remain in force for the remainder. In such a case, the determination of the meaning to be attached to that provision in that case will, as far as possible, follow the purpose and purport of the original provision with the aim that the new provision or meaning is enforceable and executable.