

## **OPIRE B.V. Terms & conditions**

### **1. General**

These Terms & Conditions shall apply to all agreements between OPIRE B.V., hereinafter called: OPIRE, on the one side and the Client (contractual counterparty) and their legal successors on the other side, in which the term agreements also includes all informal agreements, which have been confirmed in writing in email/app or other documents used for communication with the Client. These Terms & Conditions furthermore apply to all future offers. Only and only to the extent explicitly agreed on in writing The Terms & Conditions can include the applicability of Terms & Conditions of the Client.

### **2. Basis of Offers**

Offers of OPIRE shall be based on the information provided by the Client. The Client undertakes to provide all information that is relevant for the agreement and its implementation. OPIRE shall exert its best efforts to carry out the consultancy/training/coaching services to be performed by it to the best of its ability and in accordance with the requirements of good workmanship. The aforesaid obligation resting on OPIRE is an obligation to perform to the best of its ability not being a result obligation because OPIRE cannot guarantee the aimed-at result.

### **3. Obligation of the Client to make information and employees available**

The Client shall provide OPIRE within the period requested by OPIRE with all information that OPIRE requires for the proper implementation of the assignment. Furthermore, the Client shall see to it that employees of its own organization who are to be involved in the implementation of the assignment of OPIRE, will be made available swiftly.

### **4. Calling-in of third parties in the implementation of the assignment**

The calling in of third parties in the implementation of the assignment by the Client or by OPIRE shall exclusively take place in mutual consultation and with permission of the other party.

### **5. Changes in the OPIRE Team**

OPIRE shall exclusively be authorized to change the composition of the Client team in consultation with the Client. The aforesaid modification may not adversely affect the quality of the services that are to be performed, nor the time-schedule of the assignment. Changes of the team shall also be possible at the request of the Client in consultation with OPIRE.

## 6. Performance & liability

OPIRE is contractually obligated to accurately perform all 360 review, training & coaching tasks. If shortcomings occur in the service, OPIRE B.V. is obliged to remedy this free of charge within a reasonable period of time.

OPIRE is only liable for willful misconduct and gross negligence. In case of gross negligence, according to the law, the liability of OPIRE is limited to the total amount and does not exceed the compensation received for services agreed with the customer by this contract.

Claims for damages can only be made within an exclusion period of three months after the Client has been advised of or has become aware of said damage, or of an event justifying such claim. This claim shall be settled no later than within the term or a period of three years after the incident has been proven as the cause of such claim, whichever occurs first.

If one or more third parties should claim from OPIRE compensation for or in relation to the services of OPIRE to the Client, the Client shall indemnify OPIRE.

The Terms and Conditions can also be invoked by those natural persons or legal entities that are involved.

The Client agrees to indemnify OPIRE against any legal costs arising from the execution of the agreed work. Reasonable costs incurred for legal assistance in connection with such a claim will then be borne by the Client, unless there is liability on our part due to malintent or gross negligence. OPIRE can in such case, in deviation from clause 4., hire required legal assistance.

Any further liability than mentioned in the present clause is expressly excluded, save in so far as rules of mandatory law provide otherwise.

## 7. Confidentiality

OPIRE must keep all information provided confidential, in accordance with the provisions of this agreement. OPIRE uses the information provided purely and solely for the benefit of the assignment, as described in the agreement.

Obligation of non-disclosure remains in force after the end of the cooperation between OPIRE and Client as stated in this document.

Any Non-Disclosure Agreement signed by one of OPIRE's founders includes everybody working in OPIRE's team under the same agreement. OPIRE assures that everybody on the team is aware of the NDA agreement.

## 8. Fees and investment of the assignment

The offer shall in principle state whether the daily rates and the investment estimate based thereon also include office expenses, travel and subsistence expenses and other assignment -related costs. In so far as these costs are not included, they may be calculated and charged separately after consultation with and with the approval of the Client. Any interim changes in the costs that require OPIRE to adapt its rates or to adapt any of the other aforementioned expenses, shall be mentioned to the Client in writing and charged to the Client. All offered amounts shall be amounts not yet including Dutch VAT.

## 9. Payment Conditions

The fee as well as the expenses referred to in Clause 8 hereinabove that are not included in the rates shall in accordance with a schedule included in the offer be charged by means of (advance) invoices. Payment shall at the latest be made on the date specified on the invoice. If payment does not take place, OPIRE shall have the right to suspend the implementation of the assignment with invocation of the so-called 'uncertainty of performance by the other party' exception. If the Client fails to make any payment or to perform any other obligation under the assignments agreement, OPIRE shall, without prejudice to any obligation of the Client to pay damages, have the right to dissolve the assignment agreement without interference of the courts, this without prejudice to its right to claim damages.

## 10. Cancellation and postponement of programs / coaching sessions

In case of cancellation of programs the following fee is due:

- From eight to four weeks before the start of the program: 50% of the fee, being the costs for preparation, organization and administration.
- From four weeks to 7 days before the start of the program: 75% of the fee, being the costs for preparation, organization and administration and difficulty in replacing time with different activities in this short term
- In case of later cancellation within 7 days: 100% of the fee.
- As a principle parties agree to avoid cancellations and cancellation fees, by seeking to identify mutually agreeable alternative dates.
- In case of cancellation of a coaching session within 48 hours: 100% of the fee.
- As a principle parties agree to avoid cancellations and cancellation fees, by seeking to identify mutually agreeable alternative dates.

## 11. Interim termination of the agreement

The parties shall have the right to terminate the agreement unilaterally prematurely if either one of them is of the opinion that the implementation of the assignment due to demonstrably changed circumstances that the parties were not able to foresee, reasonably can no longer take place in accordance with the confirmed offer and any later additional assignment specifications. Such a premature unilateral termination of the agreement shall only and exclusively be possible after express consultation between the parties, and the aforesaid termination will have to be notified to the other party in writing while stating the reasons. If the Client proceeds with a premature termination, OPIRE shall in connection with the arisen loss of staffing be entitled to a reasonable compensation determined in mutual agreement between the Client and OPIRE. OPIRE shall only have the right of premature termination if there are facts and circumstances on which OPIRE cannot exert any influence or concerning facts and circumstances that cannot be attributed to OPIRE, on the basis of which the completion of the assignment cannot be reasonably required from OPIRE. This without prejudice to the right on the part of OPIRE to claim payment of the invoices for the activities performed up to that moment, at which the provisional results of the activities performed up to that moment will be made available to the Client, with express reservation. If this brings along extra costs these shall be charged.

If one of the parties is declared bankrupt, files a petition to be granted a suspension of payments or ceases to carry on its enterprise, the other party shall have the right to terminate the assignment agreement with immediate effect, therefore without observance of any notice period. This under reservation of all rights.

## **12. Intellectual Property**

The proposals, models, techniques, instruments, including coaching & training materials or reports drawn up by OPIRE for the Client shall only be used for the purpose for which they are provided, and the materials may therefore only be used within the organization of the Client. Within that framework the Client shall be forbidden to make materials available to any third parties in any manner, without the permission of OPIRE.

## **13. Governing Law**

The legal relationship between the parties shall exclusively be governed by the laws of the Netherlands.

## **14. Settlement of Disputes**

The parties shall attempt to settle any disputes that may arise as a result of the implementation of any assignment agreement in the first place by a reasonable dialogue with OPIRE and the Client. In the second place through mediation by a third neutral party. If parties are not able to apply dialogue AND mediation or if mediation (in the end) does not produce the desired result, the dispute shall be submitted for settlement to the competent court in the Netherlands.

In case of a complaint, the complainant will receive a response within 4 weeks. Complaints and the ways of their completion will be registered and preserved for a period of time of 2 years. The complaint will be dealt with within 6 weeks. If more time is needed due to required additional research, the complainant will be notified regarding this matter within 4 weeks after the complaint is filed. The complainant nonetheless has the opportunity to present the dispute to the Rotterdam court. A complaint will always be treated as confidential.

Rotterdam, 11 March 2025