

GENERAL TERMS AND CONDITIONS OF MIND WORK PRODUCTIONS

01 January 2018

1. GENERAL

1.1 These are the general terms and conditions of Mind Work Productions. In these general terms and conditions, both the singular and plural forms of the following underlined terms are defined as stated below:

Agreement: the agreement between Mind Work Productions and the Client for the provision of one or more Services.

Additional Work: the work carried out by Mind Work Productions on behalf of the Client and which is beyond the content and/or scope of the work and/or performance initially agreed in the Agreement and/or changes therein.

Client: the natural or legal person that issues an instruction to Mind Work Productions for the provision of Services.

General Terms and Conditions: these terms and conditions.

Location: the location as stated in the Agreement where the relevant Service is or will be provided by Mind Work Productions.

Mind Work Productions: one or more of the following private limited companies, as further defined in the Proposal: Mind Work Productions B.V., listed in the Commercial Register of the Chamber of Commerce under number 63701561 and/or Mind Work Broadcasting B.V., listed in the Commercial Register of the Chamber of Commerce under number 63703653.

Parties: Mind Work Productions and the Client.

Proposal: the written proposal issued by Mind Work Productions to the Client for the provision of Services.

Screening: the Service consisting of a psychological examination that a candidate appointed by the Client is subjected to and/or the Service referred to as such in the Agreement.

Services: the work carried out by Mind Work Productions on behalf of the Client, including the provision of trainer or trainers and/or coach or coaches, the provision of single-day/multi-day training sessions and/or workshops and the provision of coaching and/or a coaching programme.

Time: the date and/or time as stated in the Agreement where the relevant Service is or will be provided by Mind Work Productions.

2. APPLICABILITY

2.1. These General Terms and Conditions apply to all legal relationships between Mind Work Productions and the Client, including the Proposal and the Agreement and all offers, quotations, assignments, legal relationships and other agreements, within which framework Mind Work Productions offers or undertakes to provide Services for the Client.

2.2. Deviations from and additions to the General Terms and Conditions and/or the Agreement are only valid if expressly confirmed in writing by Mind Work Productions.

2.3. If a provision in the General Terms and Conditions is void or voided, the applicability of the other provisions of the General Terms and Conditions remains unaffected. In such instances, Mind Work Productions will define new provisions, which will reflect the purpose and/or purport of the void/voided provision as closely as possible.

2.4. Mind Work Productions explicitly excludes the applicability of any general (purchase) conditions of the Client.

2.5. The General Terms and Conditions can at all times be adjusted and/or changed by Mind Work Productions, unilaterally. The adjusted and/or changed General Terms and Conditions apply to all Services to be provided by Mind Work Productions after the Client has been given the opportunity to familiarise himself with the adjusted and/or amended General Terms and Conditions for a period of at least 7 days.

2.6. The General Terms and Conditions are available on request and can also be downloaded from the Mind Work Productions website: www.mindworkproductions.com/

3. FORMATION OF THE AGREEMENT

3.1. The Agreement is formed the moment that a Proposal is explicitly or implicitly accepted by the Client (including an (online) acceptance via Perfect View and/or by e-mail and/or by letter and/or verbally). The Proposal will also be accepted by the Client by receiving or accepting the Service(s) in whole or in part, or by Mind Work Productions starting the execution of the Services.

3.2. A copy of the Agreement can be requested by the Client from Mind Work Productions.

3.3. Apparent mistakes or errors in the Proposal or the Agreement do not bind Mind Work Productions.

3.4. All Agreement(s) concluded by the Client are binding and cannot be revoked by the Client.

3.5. All offers, quotations and Proposals issued by Mind Work Productions, regardless of whether they have been made on its website, as a special offer, in official lists, trade journals, personnel listings or otherwise, are free of obligation and may be revoked by Mind Work Productions at any time.

4. EXECUTION OF THE AGREEMENT

4.1. Mind Work Productions stipulates the manner in which the Services are provided and by whom. Mind Work Productions is at all times authorised to replace the person(s) by person(s) with equal or comparable expertise. All instructions to Mind Work Productions are exclusively accepted and carried out by Mind Work Productions. Sections 7:404, Section 7:407, subsection 2, and Section 7:409 of the Netherlands Civil code do not apply.

4.2. The Person(s) made available by Mind Work Productions to the Client perform the Services under the joint management and supervision of the Client and Mind Work Productions.

4.3. The Client undertakes to promptly provide Mind Work Productions and its personnel with all information and equipment required or reasonably desirable to properly perform the agreed Services.

- 4.4. The Client is not authorised to adjust and/or move the Location and/or Time of the Services, unless with the prior written approval of Mind Work Productions. Mind Work Productions may attach additional conditions to this prior written approval, including adjustment of the fee(s) and/or cost(s) owed by the Client.
- 4.5. The Client (and/or its participants) is responsible for showing up at the Location in accordance with the agreed Time. If Mind Work Productions is unable to provide the Services, or if Mind Work Productions is unable to do so in full, due to the absence of the Client (and/or its participants) as stipulated above, Mind Work Productions will be fully entitled to directly and completely charge the Services to the Client.
- 4.6. Mind Work Productions is exclusively competent to determine whether Additional Work applies and/or whether the requested services and/or performances fall within the Agreement. If Mind Work Productions, at the request or with the prior consent of the Client, carries out Additional Work, Mind Work Productions is entitled to charge the Additional Work on the basis of the rates and amounts applied by Mind Work Productions at the time of carrying out the Additional Work.

5. PRICE AND PAYMENT

- 5.1. The Client owes Mind Work Productions the fees and costs that have been agreed in the Agreement, per Service. The fees and costs are charged per month, per quarter, per year, per period, at the start or after delivery and/or upon completion of the Service. Mind Work Productions will charge the fees and costs owed by the Client by means of an invoice.
- 5.2. All fees and costs due to Mind Work Productions are stated in Euros, exclusive of VAT and other levies unless expressly stated otherwise.
- 5.3. If fees are due periodically, Mind Work Productions is authorised to adjust these fees from time to time.
- 5.4. Payment by the Client of the fees and costs owed to Mind Work Productions, without the Client being entitled to any deductions, discounts or set-off, must be effected within 7 days of the invoice date unless stated otherwise in the Agreement.
- 5.5. If the Client fails to pay within the term referred to in article 5.4, Mind Work Productions, without a notice of default and without prejudice to the other rights of Mind Work Productions, will be entitled to charge the Client statutory interest, with effect from the due date until the day of full settlement. In the event of a trade agreement in accordance with Section 6:119a of the Netherlands Civil Code, a contractual interest of 2% per month or a proportional part of a month applies, instead of the statutory interest rate.
- 5.6. All reasonable judicial and extrajudicial (collection) costs incurred by Mind Work Productions due to the Client failing to fulfil its payment obligations will be at the expense of the Client. In the event of a trade agreement in accordance with Section 6:119a of the Netherlands Civil Code, the costs referred to above amount to at least 15% of the invoice amount (subject to a minimum of EUR 250) and EUR 30 administration costs.
- 5.7. If, in the opinion of Mind Work Productions, the financial position or payment record of the Client gives rise thereto, Mind Work Productions will be entitled to demand that the Client pays all or part in advance and/or produces (additional) security in accordance with the format to be determined by Mind Work Productions. If the Client fails to make an advance payment or fails to produce the requested (additional) security, Mind Work Production, without prejudice to any other of its other rights, will be entitled to immediately suspend the further execution of the Agreement, while the total amount owed by the Client to Mind Work Productions, for whatever reason, will become immediately due and payable.

6. LIABILITY

- 6.1. The liability of Mind Work Productions for direct and indirect damage or loss as a result of an attributable failure in the performance of the Agreement, or as a result of an unlawful act or otherwise, is expressly excluded, insofar as possible.
- 6.2. Insofar as the liability of Mind Work Productions cannot be excluded, the damage or loss of an event, in which a series of successive events is deemed a single event, will, in any case, be limited to the amount paid out by the liability insurance of Mind Work Productions with regard to the relevant event. If the insurance does not pay out, the damage will in all cases be limited to the fees the Client paid to Mind Work Productions during the 12 months prior to the moment at which the cause for the damage occurred, subject to a maximum of EUR 30,000 (in words: thirty thousand Euros). If and insofar as Mind Work Productions, without prejudice to the foregoing is liable for one or more events under the Agreement, that liability will never exceed the amount stated in the previous sentence.
- 6.3. Mind Work Productions is not liable for damage in the event of force majeure. Force majeure is, in any case, taken to mean but is not limited to illness and/or involuntary absence of employees or persons engaged by Mind Work Productions, shortcomings by third parties engaged by Mind Work Productions, strikes, government measures, (temporary) inaccessibility and/or unavailability of the Location, network attacks including DOS or DDos attacks, absence and/or failure of facilities at the Location, breakdowns or disruptions in the power, Internet and/or telecommunication facilities and fire and other emergencies.
- 6.4. Insofar as not stipulated otherwise in the Agreement or the General Terms and Conditions, rights of action and other powers of the Client towards Mind Work Productions, for whatever reason, will in any event expire one (1) year after the moment the Client became aware of or could reasonably have been aware of the existence of these rights and powers.

7. (INTERIM) TERMINATION OF THE AGREEMENT

- 7.1. Mind Work Productions can terminate (*cancel*) the Agreement up to one week before the Time of the relevant Service(s) in full (all Services) or in part (one or more Services), by means of a written statement and/or (telephone) communication to the Client, unless the Client and Mind Work Productions have agreed otherwise in the Agreement.
- 7.2. The Client can terminate (*cancel*) the Agreement in full (all Services) or in part (one or more Services), subject to the Client's obligation to at least pay Mind Work Productions:

- 7.2.1. if the Agreement is terminated between 0 and 10 working days prior to the Time of the Service(s): 100% of the invoice amount for the relevant, terminated Service(s); and/or
- 7.2.2. if the Agreement is terminated between concluding the Agreement and 10 working days prior to the Time of the Service(s): 50% of the invoice amount for the relevant, terminated Service(s).
- 7.3. In the event of Screening, in derogation of article 7.2, the following termination scheme applies. The Client can only terminate (*cancel*) the Agreement subject to the Client's obligation to at least pay Mind Work Productions:
 - 7.3.1. if the Agreement for Screening is terminated on the same day as the Screening: 100% of the invoice amount for the relevant, terminated Screening; or
 - 7.3.2. if the Agreement for Screening is terminated one working day (at least 24 hours) prior to the Time of Screening: 50% of the invoice amount for the relevant, terminated Screening; or
 - 7.3.3. if the Agreement for Screening is terminated between the conclusion of the Agreement and 2 working days (minimum 48 hours) prior to the Time of Screening: 0% of the invoice amount for the relevant, terminated Screening.

In addition to the foregoing, online tests prepared by Mind Work Productions for Screening of a candidate cannot be terminated (*cancelled*).

- 7.4. Termination by the Client as referred to in this article will only have an effect towards Mind Work Productions insofar as the termination is effected by means of a written statement to Mind Work Productions and with reference to the relevant power to terminate. Section 7:408, subsection 1, of the Netherlands Civil Code does not apply.
- 7.5. If the Client terminates the Agreement in part, Mind Work Productions will be authorised to qualify this termination as a termination of all Services under the Agreement, if Mind Work Productions cannot reasonably be demanded to continue the non-terminated Services.
- 7.6. In the case of force majeure as referred to in article 6.3, Mind Work Productions may, of its own accord or at the request of the Client, terminate the Agreement for the part that has not yet been performed, by means of a written statement and refund the Client the amounts already paid for the part of the Agreement that has not yet been performed.
- 7.7. Insofar as not otherwise provided for in these General Terms and Conditions or the Agreement, a Party will only be authorised to terminate the Agreement if (i) the other Party attributably fails in the fulfilment of an essential obligation under the Agreement and the other party Party is in default in this respect (as referred to in Section 6:81 of the Netherlands Civil Code), (ii) the other Party is unable to pay its debts and/or has discounted its payments, (iii) if a receiver, administrator or liquidator has been appointed or (iv) the other Party agrees on a debt restructuring. A dissolution of the Agreement is effected by means of a written statement of termination to the other Party.
- 7.8. In the event of termination of the Agreement on the basis of articles 7.1 to 7.7, Mind Work Productions remains entitled to payment of invoices for Services already provided and possibly Services yet to be performed in consultation.
- 7.9. Without prejudice to the right of Mind Work Productions to claim payment of the invoices, the Client is obliged to compensate all damage and costs suffered by Mind Work Productions as a result of the termination of the Agreement by the Client. These damage and costs do in any event include but are not limited to all costs incurred by Mind Work Productions in connection with the Services, investments made, obligations assumed and losses resulting from lower capacity utilisation.
- 7.10. All rights and obligations arising from the Agreement which, by their nature, are intended to remain in force after termination of the Agreement, will remain in full force between Mind Work Productions and the Client after termination.

8. NON-SOLICITATION CLAUSE

- 8.1. During the term of the Agreement and for a period of twelve (12) months thereafter, the Client will refrain from recruiting or approaching persons working at/for or associated with Mind Work Productions, with the aim of entering into the employment of the Client, temporarily or otherwise, directly or indirectly, or to perform work for the Client, directly or indirectly, in paid employment or otherwise. In the event of a breach of this provision, the Client will owe an immediately due and payable fine of EUR 50,000 per violation, without prejudice to the right of Mind Work Productions to claim compensation for the actual damage it suffered, in addition to the fine or otherwise.

9. OTHER PROVISIONS

- 9.1. Mind Work Productions is at all times entitled to suspend the fulfilment of all its obligations until the moment that all claims against the Client have been paid in full and/or until the moment that the force majeure as referred to in article 6.3 has ended.
- 9.2. The Client is not permitted to reproduce, publish and/or exploit services or products containing intellectual property rights of Mind Work Productions, or services or products that are subject to intellectual property rights and for which Mind Work Productions has acquired rights of use, including but not limited to images and logos, trade and brand names, working methods, advice, (template) documents and other products of Mind Work Productions, all this in the broadest sense of the word. Transfers of intellectual property rights will not be effected by Mind Work Productions to the Client by virtue of the Agreement. The Client is only entitled to use the services and products made available to it by Mind Work Productions for the provision of the Service(s).
- 9.3. The parties guarantee that all confidential information received from the other Party before and after entering into the Agreement will remain secret. Information will, in any case, be deemed confidential if designated as such by the other Party.
- 9.4. Parties will refrain from (making and/or placing) negative statements on (social) media (platforms), including, but not limited to, Facebook, LinkedIn, Twitter, YouTube, Instagram, weblogs, (Internet) forums, magazines, newspapers,

television, radio and related services and/or products, which are or can be harmful in any way to (the good name of) either or both of the Parties.

- 9.5. If these General Terms and Conditions are drawn up in multiple languages and there is a difference of opinion about the content or interpretation of these versions, the Dutch version will be final.

10. APPLICABLE LAW AND CHOICE OF FORUM

- 10.1. All legal relationships between the Client and Mind Work Productions are governed by the laws of the Netherlands.
10.2. All disputes relating to legal relationships between the Client and Mind Work Productions come under the exclusive jurisdiction of the competent Court of Amsterdam.