

GENERAL CONDITIONS EDUCURV B.V.

Chapter I. General Provisions

Article 1. Definitions

In these general conditions is intended by:

- *Educurv*: the private limited liability company Educurv B.V., established in Schelluinen, listed in the trade register in the Chamber of Commerce under number 70463883
- *client*: the contractual counterparty of Educurv by whose order Educurv provides services and/or delivers matters.

Article 2. Applicability

1. These general conditions are applicable to all offers of Educurv to client and to all legal relationships and agreements between Educurv and client.
2. Derogations and supplements to these general conditions are only valid if expressly established in writing.
3. The applicability of any possible general conditions of the client is expressly rejected by Educurv.
4. If any provisions of these general conditions is void or is annulled, the other provisions of these general conditions will remain fully effective.

Article 3. Quotations and adoption agreement

1. All offers and other utterances of Educurv are non-committal, unless expressly indicated otherwise by Educurv in writing.
2. Educurv cannot be held to its quotations or offers if client can reasonably understand that the quotations or offers, or a part thereof, contain an apparent mistake of typing error.
3. Unless established otherwise, a quotation issued by Educurv is valid for a maximum of 30 days.
4. Client guarantees the correctness and completeness of the information and data provided by or on behalf of it to Educurv in the context of the agreement.
5. An agreement is adopted when client accepts the offer from Educurv.

Article 4. Prices

1. Unless stated expressly otherwise in the offer, prices listed by Educurv are exclusive of VAT.
2. If after adoption of the agreement cost-increasing circumstances occur, without this being attributable to Educurv, such as, though not limited to, changes to legislation and regulations, then Educurv has the right to adapt its prices accordingly.

Article 5. Additional work

1. In case of additional work, Educurv has the right to bill such additional work to client. Considered additional work is:
 - everything delivered or performed by Educurv upon express request by or on behalf of the client in addition and/or by derogation to the agreement;
 - necessary activities not explicitly agreed upon that could not reasonably be foreseen by Educurv beforehand, of which the client knows or is supposed to know that such activities entail additional costs.
2. In all cases of additional work, Educurv will timely point out the necessity of a resulting

price increase to client, unless the client should have understood such necessity by himself.

Article 6. Payment

1. Unless established otherwise in writing, payments by the client must occur within 21 days after the date indicated on the invoices provided by Educurv.
2. In case the client does not pay in time, he owes, as from the due date of the relevant invoice, the statutory (commercial) interest rate on the relevant invoice amount. In addition, he will owe in such case an amount in extrajudicial collection costs, which amount is equal to 15% of the relevant invoice amount. If the actual collection costs are higher, the client is bound to compensate the collection costs effectively incurred to Educurv.
3. If Educurv as a result of an attributable shortcoming and/or unlawful action of client is forced to take legal measures, then client also owes the costs of legal assistance to be effectively incurred by Educurv.
4. Client does not have the right to suspend his payment obligations. Nor does he have the right to appeal to setoffs.

Article 7. Implementation duration

1. If a term has been established for the implementation of an assignment, it is not a strict and fatal time limit. Educurv will nevertheless do its utmost to carry out the assignment within such term.
2. An established term is extended by the number of days that the implementation of the assignment is delayed as a result of force majeure, changes to the agreement or the implementation conditions.

Article 8. Outsourcing

1. Educurv has the right to outsource the work or the assignment or parts thereof to third parties. To the extent the agreement qualifies as an assignment agreement, the applicability of article 7:404 BW (Civil Code) is excluded.

Article 9. Liability

1. Educurv is not liable for:
 - (the consequences of) shortcomings in case of force majeure in the sense of article 6:75 BW (Civil Code), also including, though not limited to, power malfunctions, strikes, company occupations, war, threat of terrorism, extreme weather conditions and/or natural disasters and (the consequences of an) epidemic/pandemic;
 - damage, of whatever nature, arisen because Educurv relied on incorrect and/or incomplete and/or unsuitable data, work methods, information, matters, etc. provided by or on behalf of the client;
 - damage arisen through the actions or omissions of the client, his subordinates, or by other third parties deployed by client in the context of the assignment;
 - inexpert use of the services and/or protocols and/or matters or products delivered by Educurv;
 - damage not caused through the willful intent or gross fault of Educurv.
2. Educurv is never liable for consequential damage, also including loss of profit, losses incurred, and damage as a result of operational stagnation. In case Educurv is liable for any damage of client, then such liability is limited to the direct material damage of client. By direct damage is intended:

- a. the reasonable costs to determine the cause and the extent of the damage, to the extent the determination regards the damage that is eligible for compensation in the sense of these general conditions;
 - b. such reasonable costs as may be incurred to render the defective performance of Educurv compliant with the agreement, to the extent they can be attributed to Educurv;
 - c. reasonable costs incurred to prevent or mitigate the damage, to the extent the counterparty demonstrates that these costs have led to the mitigation of the damage that in the sense of these general conditions is eligible for compensation.
3. In all cases, the liability of Educurv is limited to the amount that in the relevant case is disbursed by its liability insurer. If no disbursement occurs, while it has been established that Educurv is liable for any type of damage, then the liability of Educurv is limited to an amount that is equal to the price that is involved with the assignment in case.
 4. The term within which Educurv can be addressed for the compensation of damage is, on pain of the rights of client to reimbursement of damages lapsing, limited to 3 months, counted from the day on which client could reasonably have been aware of the damage.

Article 10. Waiver

1. Barring in the event of willful intent or deliberate recklessness on the part of Educurv, the client will safeguard Educurv against all third-party claims, on any account whatsoever, related to the implementation of the agreement by Educurv.
2. If Educurv were to be addressed by third parties in connection with the implementation of the agreement, then the client is bound at own expense to assist Educurv both extrajudicially and judicially and to take all measures without delay that may be expected from him in such event. Were the client to remain negligent with the taking of adequate measures, then Educurv has the right, without default notice, to proceed to do so itself. All costs and damage on the part of Educurv and third parties arisen as a result will be integrally at the expense and risk of the client.

Article 11. Retention of title

1. Matters delivered by Educurv remain its property for as long as the client has not settled the invoice amount set against them yet.
2. Educurv has the right to recover all matters intended in the preceding section with immediate effect in case it has legitimate grounds to fear that client will not (be able) to comply with his obligations from the agreement.
3. It is prohibited to the client with regard to the matters delivered by Educurv to conduct actions of control or disposal for as long as he has not integrally complied with his payment obligations towards Educurv.

Article 12. Termination/rescission

1. Educurv has the right, without judicial intervention by way of a written statement to such effect, to terminate/rescind the agreement with immediate effect in the following cases:
 - the bankruptcy or suspension of payments of client is applied for or is pronounced/ granted;
 - in case of the liquidation of client;
 - in case of attachments levied to the charge of client;

- in case of the placement in receivership of client or if he otherwise loses the power of disposal of his assets or a part thereof;
- if client transfers (parts of) his enterprise or the control thereof entirely or partially, or ceases his enterprise completely or partially or business operations completely or partially;
- upon the dissolution or decease of client;
- if client does not fulfill his obligations on account of the agreement;
- if Educurv has valid grounds to fear that client will not (be able to) comply with his obligations from the agreement;
- in case of force majeure lasting for more than 14 days, regardless of whether the force majeure occurs on the side of Educurv or on the side of client.

All matters without prejudice to the right of Educurv to any possible compensation of damage.

2. If one of the cases as intended in the previous section occurs, everything that client still owes or will owe to Educurv will become immediately and fully payable, regardless of whether Educurv rescinds/terminates the agreement on account of those circumstances.
3. In case of an assignment agreement, the applicability of article 7:408 section 1 BW (Civil Code) is excluded.

Article 13. Privacy

Educurv will observe the effective privacy rules when implementing the assignment, in conformity with the privacy statement applied by it which can be consulted on www.educurv.nl.

Article 14. Applicable law and disputes

1. To all legal relationships with Educurv, also to legal relationships with clients established outside the Netherlands, Netherlands legislation is applicable, to the exclusion of the Vienna Commercial Convention.
2. All disputes that flow from the agreement concluded between parties or that are a result thereof, also those disputes that are only considered such by one of the parties, will be settled by the court of law competent in the matter within the jurisdiction of the place of establishment of Educurv.

Chapter II. Additional provisions in case of courses and/or webinars

The articles in this chapter II are applicable in case the assignment to Educurv consists of the procurement of courses and/or webinars. The articles in this chapter II are effective in addition to the articles in chapter I of these general conditions.

Article 15. Study material/log-in information/copyright

1. After the assignment has been granted to Educurv, Educurv will provide client with the study material by e-mail and, in case of webinars, with the necessary links and/or log-in information.
2. Considered as the place of delivery is the e-mail address that client has submitted to Educurv upon granting the assignment.
3. The copyright and any other possible property rights to the training provided by Educurv, also including the educational content/the course material/software used and the other materials/methods and intellectual goods provided with the course lie

with Educurv and/or with the person who supplied/wrote/conceived the relevant matters/methods.

4. The information and/or data provided to client in the context of the training, also including log-in data and links, are exclusively intended for the personal use by client/the course participants in case. It is not permitted to client without the prior written consent of Educurv to provide that data to third parties and/or disclose it otherwise and he will make sure that the course participants in case will not do so either.
5. It is not permitted to client without the prior written consent of Educurv to share webinars with one or more other persons and/or to show the webinars in a classical form to one or more other persons.
6. In case of the violation by client of what is stipulated in the sections 4 and 5 of this article, he/she will forfeit an immediately payable fine to Educurv, without prior default notice being required, in the amount of € 3,000 per violation, such without prejudice to the right of Educurv to compensation of the damage effectively incurred by it, if and to the extent such damage exceeds the amount of the fine.

Article 16. Modifications

1. Educurv reserves itself the right to replace a course curriculum, course location, study material or teachers when this is necessary due to circumstances that could not reasonably be foreseen beforehand. In case of such changes, it will timely inform client accordingly.

Article 17. Hardware

1. Client is responsible himself for having at his/her disposal the necessary hardware (PC with accessories) to participate in webinars offered by Educurv and other training forms for which it is required that client has such hardware available. Client is responsible himself that the hardware referred to is properly functioning and is sufficient to be able to follow the training offered by Educurv in a normal manner. This also applies to the power supply required to let such hardware function.
2. If and to the extent the client has not been able or not been able adequately to follow the training offered by Educurv as a result of defects in the hardware used by him/her and/or as a result of power outages, then this can never lead to any form of liability of Educurv.

Article 18. Complaints

1. In case client has a complaint about the provision of services by Educurv, then he/she can submit a complaint in writing or by e-mail to Educurv. Complaints will be handled by Educurv in conformity with the internal complaints protocol applied by it. Educurv will send the client the complaints protocol upon the latter's request.

Article 19. Non-compete clause

1. Without prior written consent it is not permitted to client to develop, either by himself, whether or not through an enterprise, or in collaboration with third parties, a similar training and/or offer it on the market, that is based on the course curated by Educurv and/or webinar and/or other types of training and/or is based on the educational programs developed and/or the study material provided by Educurv.

Chapter III. Additional provisions in case of instructional videos

The articles in this chapter III are applicable in case the assignment to Educurv consists of the production of interactive instructional videos that client wishes to use in order to provide third parties with instructions/training regarding a product, process, or protocol specifically developed by the client. The articles in this chapter III are applicable in addition to the articles in chapter I of these general conditions.

Article 20. Information provision

1. Client will, with and without request, provide Educurv with all information and matters that Educurv needs in the context of the development and production of the interactive instructional video and for the issue of a sound and adequate quotation by Educurv based on such. In the absence thereof, Educurv has the right to suspend its activities.
2. Client guarantees the accuracy of the information provided by him and will make sure that such matters that will be made available will be compliant with the specifications that are customary and necessary for the implementation of the activities. Educurv will under no circumstance be liable for the consequences of the inaccuracy and/or inadequacy of the information and/or matters provided.
3. If and to the extent as a result of incorrect and or insufficient provision of information by client the price quoted by Educurv turns out to be insufficient, client will be bound to compensate the additional costs that Educurv is forced to sustain as a result upon first request of Educurv to Educurv.

Article 21. Third-party rights and waiver

1. Client declares that by providing Educurv with all information and/or matters needed by Educurv in the context of the implementation of the assignment he does not act in violation of any possible third-party rights and/or of legal provisions and/or of other types of regulations.
2. If and to the extent for the provisions of the information and/or matters intended in the previous section permission is required from third parties, while such permission is lacking, client will make sure at own expense that this permission will still be granted. Delays in the implementation of the assignment and/or other adverse effects are at the expense and risk of client.
3. Client safeguards Educurv against any possible third-party claims, in any form whatsoever, in the context of the implementation by Educurv of the assignment and/or the use of the video by client.

Article 22. Incorrect use video

1. Educurv is not liable for the consequences of the incorrect use by client and/or third parties to which client has provided, whether or not commercially, the instructional video.

Article 23. Payment

1. Educurv has the right to invoice the price established in instalments and in advance.
2. In case of invoicing in instalments, Educurv has the right to suspend the activities for a subsequent phase until its invoice for the preceding phase has been settled.

Article 24. Copyright

1. The copyright to the interactive instructional video, and to all works and designs created by

Educurv it is based on, fall to and continue to lie with Educurv or its licensors.

2. Educurv may at all times state its name and/or the names of other creators involved in the works, and designs intended in section 1. If Educurv so desires, Client will provide the work to be multiplied with the copyright symbol, the name of Educurv, and the year of first publication.
3. When client has complied with all his obligations on account of the agreement with Educurv, also including payment of the established price, and the work has been delivered, he thereby acquires the exclusive right to integral publication and multiplication of the interactive instructional video.
4. It is not permitted to client, however, to adapt himself or have adapted the interactive instructional video and/or the works and designs it is based upon without the prior written consent of Educurv.

Article 25. Delivery

1. When the interactive instructional video is ready to be shown, Educurv will inform the client accordingly in writing, with the request to client to approve the video.
2. If approval fails to occur within 8 days after aforesaid request, the work is deemed to have been approved.

Article 26. Promotional use

Educurv has the right, unless client declares otherwise in writing before or upon conclusion of the agreement, to use the interactive instructional video for its own promotion and publicity.
