



General Terms and Conditions

Drafted on December 9th, 2022

General Terms and Conditions of INTO THE NEW, established at Quellijnstraat 36 - III, 1072 XS, in Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 69442754.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

INTO THE NEW: INTO THE NEW is registered with the Chamber of Commerce under number 69442754

Assignment Team: the natural persons (in the capacity of independent professionals) within INTO THE NEW both individually and jointly, who are involved in performing the Work, and also third parties (i.e. natural persons from outside INTO THE NEW engaged by INTO THE NEW for the purpose of performing the Work.

Agreement: the General Terms and Conditions and the Engagement Letter and or Quotation together with any other possible documents and conditions applicable to the Work within the framework of the Agreement of assignment between INTO THE NEW and the Client ('Additional Conditions') and to which the Engagement Letter and or Quotation explicitly refers.

Work: the work and services to be performed by INTO THE NEW to a Client pursuant to the Engagement Letter and or Quotation (Engagement Agreement), including, inter alia, the supply of goods and/or services.

Client: The person or company who has accepted the quotation and/or Agreement to which these General Terms and

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Conditions are applicable and that gives instructions for the provision of the Service (s) by INTO THE NEW.

Service:	All work, of whatever form, that INTO THE NEW has carried out for, or for the benefit of, the Client.
Honorarium:	The financial reimbursement that is agreed with the Client for the performance of the assignment.
Assignment:	The Agreement of instruction to provide services.

1. Scope

- 1.1 These General Terms and Conditions apply to every quotation and Agreement entered between INTO THE NEW and the Client, unless these General Terms and Conditions are explicitly declined in writing.
- 1.2 These General Terms and Conditions are also applicable to Agreements with INTO THE NEW for the implementation of which third parties shall be engaged.
- 1.3 Client's purchasing conditions or other general terms and conditions are expressly excluded.
- 1.4 If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, INTO THE NEW and the Client will consult with each other to agree new provisions to replace the void or voided ones.
- 1.5 Deviations from these General Terms and Conditions are only valid if they are explicitly agreed to with INTO THE NEW in writing.
- 1.6 If case INTO THE NEW deviates from these General terms and Conditions, this does not entail that the provisions of the General terms and Conditions will not apply, or that INTO THE NEW to any degree would lose the right in other similar cases to demand the strict compliance of these General terms and Conditions.
- 1.7 The Parties expressly do not intend this Agreement to be an employment contract within the meaning of Article 7:610 of the Dutch Civil Code and wish to collaborate on the basis of

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an independent assignment contract in accordance with Article 7:400 et. seq. Dutch Civil Code (i.e. governing the principles of agreements of service (*overeenkomst van opdracht*));

2. Quotations (offers)

- 2.1 Quotations shall be made in writing and/or electronic form, unless pressing circumstances make this impossible.
- 2.2 Quotations are valid for the period mentioned in the quotation. Quotations lapse after this period has expired.
- 2.3 All quotations are without obligation/non-binding unless a period for acceptance is stated in the offer and/or quotation. If in the quotation a period for acceptance is stated, the offer or quotation will lapse after this period has expired.
- 2.4 INTO THE NEW cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or (clerical) error.
- 2.5 If the acceptance differs from the offer included in the quotation, even on points of minor importance, then INTO THE NEW is not bound by this. The Agreement then does not come into effect in accordance with this differing acceptance, unless INTO THE NEW indicates otherwise and explicitly agrees to the difference in the quotation.
- 2.6 A composite quotation does not oblige INTO THE NEW to perform an element of the Assignment for a corresponding part of the stated price.
- 2.7 Quotations do not automatically apply to future orders or reorders.

3. Formation of the Agreement

- 3.1 The Agreement commences through the timely acceptance by the Client of INTO THE NEW's quotation.
- 3.1 INTO THE NEW is an independent service provider and an Agreement will not create an employment relationship or employment contract between Client and the person or persons made available by INTO THE NEW's for the performance of the services pursuant to this Agreement.

4. The Work and its implementation

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- 4.1 INTO THE NEW will implement the Agreement to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
- 4.2 INTO THE NEW is entitled to engage third parties to carry out the Work. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
- 4.3 INTO THE NEW will do everything in its power to perform the Work in accordance with the arrangements and procedures agreed in writing with the Client.
- 4.4 INTO THE NEW will determine how and by whom the Work will be performed. If Parties agreed that named persons will perform the Work, INTO THE NEW will make reasonable efforts to ensure that those persons will indeed perform the Work. INTO THE NEW will be entitled to replace any person by persons with the same or comparable expertise, qualifications and experience.
- 4.5. If phased execution of the Work has been agreed, INTO THE NEW will be entitled to postpone and suspend the commencement of the Work relating to a later phase until the Client has accepted the results of the earlier phase in writing and paid all amounts due to INTO THE NEW
- 4.6 Deadlines within which the Work must be completed will not be regarded as deadlines, unless explicitly agreed upon. Under no circumstances may the Client dissolve the Agreement on account of failure to meet a deadline. Furthermore, INTO THE NEW will never be liable or obliged to pay any compensation because of failure to meet a deadline.
- 4.7 If INTO THE NEW carries out work or provides services at the request or with the prior consent of the Client that do not fall within the content or scope of the Work, the Client shall pay INTO THE NEW in accordance with INTO THE NEW's usual rates for that work or those services.
- 4.8 The Client agrees that work or services as referred to in article 4.7 may affect the agreed or estimated lead time of the Work and the mutual responsibilities of the Client and INTO THE NEW
- 4.9 In the interest of performing the Work, including with a view to providing services, INTO THE NEW may engage the help of third parties for the performance of the Work. If the Client wishes to engage third parties for the performance of the Work, it will only do so after having concluded an agreement with INTO THE NEW to that effect.
- 4.10 The Client will issue all information or instructions that are necessary for the implementation of the Agreement, or which the Client can be reasonably expected to

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understand are necessary for implementation of the Agreement, to INTO THE NEW in a timely manner.

- 4.11 If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then INTO THE NEW is entitled to suspend the implementation of the Agreement. The additional expenses that are incurred through the delay will be borne by the Client.

5. SERVICES

- 5.1 INTO THE NEW is specialized in consulting, coaching and trainings. Furthermore, INTO THE NEW provides tailor-made personal leadership programs, which contributes to the development of high professionals.
- 5.2 INTO THE NEW has the right to exclude a participant from participating in the training if the participant behaves inappropriately. In such a case, the full remuneration as agreed in advance shall remain due.
- 5.3 In case the Client is not able to follow a training or workshop, the Client has the right to propose a replacement and/or to move the training or workshop to another date upon approval of INTO THE NEW.
- 5.4 In case of insufficient participants INTO THE NEW has the right to cancel a training or workshop or to change it to a different date. In case of cancellation by INTO THE NEW full refund will take place

6. Honorarium

- 6.1 The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies, unless indicated otherwise.
- 6.2 The Honorarium and/or the fees are expressed in euros, exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
- 6.3 Travel costs shall be calculated at 0,35 Euro per km which can be unilateral amended on a yearly basis.
- 6.4 If there isn't an Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of INTO THE NEW

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6.5 INTO THE NEW will provide a statement of all associated costs or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Agreement is entered into force.

7. Amendment of honorarium

7.1 If INTO THE NEW agrees a fixed Honorarium and/or fee when the Agreement is entered INTO, then INTO THE NEW is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.

7.2 If INTO THE NEW has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.

7.3 If the increase of the Honorarium or fee takes place within three months of the Agreement being entered into, the Client can terminate the Agreement by means of a written statement, unless:

- the increase arises from a right of INTO THE NEW or an obligation resting upon INTO THE NEW in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Agreement was entered into;
- INTO THE NEW is still prepared to implement the Agreement on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Agreement was entered into.

7.4 The Client is entitled to terminate the Agreement if the Honorarium or the fee are increased more than three months after the Agreement was entered into, unless it is stipulated in the Agreement that the implementation will be carried out more than three months after the Agreement was entered into.

7.5 INTO THE NEW will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

8. Payment

8.1 Payment will take place by means of transfer to a bank account specified by INTO THE NEW unless agreed otherwise. Transfer will take place by means of an invoice.

8.2 Payments will take place in accordance with the Engagement Letter and or Quotation.

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- 8.3 Payment afterwards must be made within 14 days of the invoice date, in a manner to be specified by INTO THE NEW and in the currency in which the invoice is issued, unless agreed otherwise.
- 8.4 The Client is not authorized to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
- 8.5 INTO THE NEW is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.
- 8.6 INTO THE NEW and the Client may agree that payment can be made in instalments in line with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Agreement.
- 8.7 Objections to the invoice will give no right to suspend payment obligations.
- 8.8 After expiration of the 14 days payment term the Client will be in default, without a notice of default required. In the event of default a late interest of 2% per month shall be calculated on the invoice, unless the statutory interest rate is higher.
- 8.9 In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to INTO THE NEW and the obligations of the Client towards INTO THE NEW are immediately claimable.

9. Collection costs

- 9.1 If the Client is in default or in breach of the Agreement in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
- 9.2 With regard to the extrajudicial (collection) charges, INTO THE NEW is entitled – in deviation of article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90, - for every invoice that is wholly or partly unpaid.
- 9.3 Regarding the extrajudicial (collection) charges, INTO THE NEW is entitled to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree
- 9.4 INTO THE NEW is only entitled to a reimbursement of extrajudicial collection charges after INTO THE NEW send the client a reminder to pay within 14 days the outstanding invoice or invoices after the client came into default.
- 9.5 Any reasonable legal costs and execution costs incurred are also payable by the Client.

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10. Termination

- 10.1 In case of Termination the following cancellation cost apply;
- If Client terminated the Agreement or any part of the Agreement 3 months in advance a termination fee of 155 Euro is due for administration/cancellation costs.
 - If Client terminates the Agreement or any part of the Agreement 6 weeks in advance a termination fee of 50% of the agreed fee is due.
 - If Client terminates the Agreement or any part of the Agreement 3 weeks in advance a termination fee of 100% of the agreed fee is due.
- 10.2 In case of personal (one on one) coaching, termination is allowed up to 72 hours in advance in writing. If termination occurred too late than 100% of the coaching fee will be due.
- 10.3 If the Client does not fulfil an obligation arising from the Agreement, in a timely manner or properly, then INTO THE NEW is entitled to terminate the Agreement with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
- 10.4 Moreover, INTO THE NEW is entitled to terminate the Agreement with immediate effect if:
- after the Agreement is entered INTO, INTO THE NEW becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering INTO the Agreement, to provide security for the fulfilment of its obligations arising from the Agreement, and this security is not provided or is insufficient;
 - due to a delay on the part of the Client, INTO THE NEW can no longer be required to fulfil the Agreement under the originally agreed conditions;
 - circumstances arise of such a nature that fulfilment of the Agreement is impossible, or that the unamended maintenance of the Agreement cannot be reasonably required of INTO THE NEW;
 - the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - the Client is placed under conservatorship.
 - the Client deceases.
- 10.4 Termination will take place by means of a written declaration, without judicial intervention.
- 10.5 If the Agreement is terminated, the Client's debts to INTO THE NEW become immediately due and payable.
- 10.6 If INTO THE NEW terminates the Agreement on the above-mentioned grounds, INTO THE NEW is not liable for any costs or compensation.

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- 10.7 If the termination is attributable to the Client, the Client is liable for the damage suffered by INTO THE NEW

11. Force majeure

- 11.1 Breaches may not be attributed to INTO THE NEW or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Agreement.
- 11.2 In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes which are unforeseen, upon which INTO THE NEW can exercise no influence and through which INTO THE NEW is not able to fulfil its obligations.
- 11.3 Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, pandemic, natural disasters or other external contingencies, mobilization, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labor forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Agreement by INTO THE NEW cannot be reasonably sought by the Client.
- 11.4 INTO THE NEW is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Agreement occurs after INTO THE NEW should have fulfilled its obligations.
- 11.5 In case of force majeure the parties are not obliged to proceed with the Agreement and are not bound to pay any compensation.
- 11.6 During the period that the force majeure continues, both INTO THE NEW and the Client can fully or partly suspend the obligations arising from the Agreement. If this period lasts for longer than 2 months, both parties are entitled to terminate the Agreement with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.
- 11.7 If the situation of force majeure is of a temporary nature, INTO THE NEW reserves the right to suspend the agreed service for the duration of the situation of force majeure.
- 11.8 If at the time of the occurrence of force majeure INTO THE NEW has already partly fulfilled, or will fulfil, its obligations arising from the Agreement, and independent value accrues to the part fulfilled or to be fulfilled, then INTO THE NEW is entitled to separately

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invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Agreement.

12. Liability

- 12.1 INTO THE NEW shall perform the Work (and any additional work) to the best of its ability while exercising due care. INTO THE NEW will only be liable if the Client can prove that he suffered losses as a result of an attributable shortcoming on the part of INTO THE NEW
- 12.2 INTO THE NEW's total liability will be limited to an amount equal to one (1) time the fee due to INTO THE NEW pursuant to the provisions in the Engagement Letter and or Quotation, except in the event of intent or deliberate recklessness on the part of INTO THE NEW's Assignment Team. This limitation of liability shall apply in full in the event of liability to a number of Clients, in which case the total amount paid by INTO THE NEW to all Clients jointly shall not exceed one (1) time the fee payable to INTO THE NEW pursuant to the provisions in the Engagement Letter and or Quotation.
- 12.3 INTO THE NEW shall in no way be liable for indirect damage (such as, inter alia, loss of profit, missed savings, damage due to business interruption), except in the event of intent or deliberate recklessness on the part of INTO THE NEW's Assignment Team
- 12.4 With the exception of the cases mentioned in article 12 paragraphs 1 to article 12 paragraph 3, INTO THE NEW shall not be liable for any damages whatsoever.
- 12.5 INTO THE NEW's shall exercise due care when contracting third parties. INTO THE NEW's shall not be liable for any errors and/or shortcomings of those third parties, unless they are acting under the responsibility of INTO THE NEW.
- 12.6 The limitations of liability contained in this article 12 shall apply to INTO THE NEW (itself) as well as to the professionals, both individually and jointly, who are part of the INTO THE NEW's Assignment Team.
- 12.7 The Client must report the damage for which INTO THE NEW can be held liable, as soon as possible, but in any case, within 10 days after the damage occurred to INTO THE NEW all this subject to the penalty of any right of reimbursement of this damage.
- 12.8 Any liability claims against INTO THE NEW expires within one year after the Client has become aware of the harmful event or could reasonably have known about it.

13. Indemnity

- 13.1 The Client shall indemnify by INTO THE NEW against any third-party claims arising from or related to the Work performed or to be performed for the Client, unless those claims are the result of intent or deliberate recklessness on the part of INTO THE NEW

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Assignment Team. The indemnification will include all damages and all legal and other costs incurred by INTO THE NEW in connection with claims.

- 13.2 The indemnification under paragraph 1 of this article is also stipulated on behalf of the professionals, both individually and jointly, who form the Assignment Team that INTO THE NEW engages to perform the Work.

14. Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against INTO THE NEW and any third parties brought in by INTO THE NEW

15. Intellectual property

- 15.1 INTO THE NEW reserves all rights regarding products of the mind that INTO THE NEW uses or has used, or develops or has developed in the broadest sense, in the context of the performance of the Work. No intellectual property rights are transferred to the Client.
- 15.2 The Client is explicitly prohibited from reproducing, publishing or exploiting the products developed for the Services as mentioned in article 5.1 including computer programs, system designs, processes, advice, model or other Agreements and other intellectual products of INTO THE NEW.
- 15.3 For the purpose of performing work for the Client and/or for other clients of INTO THE NEW INTO THE NEW shall be entitled to use and further develop the knowledge, experience and general skills acquired by INTO THE NEW as a result of performing the Work in so far as no confidential information is hereby communicated to third parties.
- 15.4 From a training, no recording in image and / or sound may be made without the prior consent of INTO THE NEW and no photographs may be taken during the training.

16. Confidentiality

- 16.1 INTO THE NEW shall keep all confidential information provided by or on behalf of the Client confidential towards third parties other than the parties involved in performing the Work. This obligation does not apply to information that INTO THE NEW is required to disclose under the law, or under a professional duty to which INTO THE NEW or persons made available by or on behalf of INTO THE NEW or who are affiliated with INTO THE NEW is or are bound, or under a binding decision of a court or a government agency.
- 16.2 The provisions of article 16.1 do not apply to information that is already publicly known or becomes publicly known other than as a result of unlawful disclosure. Furthermore, article 16(1) shall not prejudice INTO THE NEW's right to submit the information referred

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to in paragraph 1 of this article to its insurers and/or advisers in connection with the professional or corporate liability of INTO THE NEW or a third party where this is required for the performance of the Work, including to support the provision of services.

- 16.3 INTO THE NEW shall not be entitled to use the information made available to INTO THE NEW by the Client for any purpose other than the purpose for which the information was obtained, unless INTO THE NEW acts on its own behalf, or unless persons made available by or affiliated to INTO THE NEW act on their own behalf, in disciplinary, criminal or civil proceedings in which this information may be relevant.
- 16.4 Subject to INTO THE NEW's prior written consent, the Client shall refrain from disclosing the contents of the Engagement Letter and or Quotation, training slides, advice or other statements made or issued by INTO THE NEW, whether in writing or not, that have not been drawn up or issued with a view to providing the information contained therein to third parties. The Client shall also ensure that third parties cannot take cognizance of the contents referred to in the previous sentence.
- 16.5 Subject to INTO THE NEW's prior written consent, the Client shall not make any statements regarding the approach and working methods used by INTO THE NEW.
- 16.7 INTO THE NEW and the Client shall equally impose their obligations under this article on third parties deployed by them.
- 16.8 INTO THE NEW reserves the right to use the Client's name and logo for publicity and reference purposes and to mention the type of work it has performed for the Client and to mention matters that have already been made public in the media.

17. DATA PROTECTION

- 17.1 While performing the Work or to comply with legal obligations, INTO THE NEW may process personal data relating to the Client and/or to persons working for or on behalf of the Client or connected to the Client.
- 17.2 INTO THE NEW's may process personal data to support the provision of services by INTO THE NEW to the Client and to enable INTO THE NEW to approach the Client and/or persons employed by or on behalf of the Client with information and with services provided by INTO THE NEW and third parties. In order to perform the Services, INTO THE NEW will process any personal data provided / made available by the Client in relation to these services in accordance with applicable legislation, in particular with the provisions as of 25 May 2018 according to the European General Data Protection Regulation ("GDPR").

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- 17.3 If and insofar as INTO THE NEW processes personal data on behalf of and according to the instructions of the Client as a data processor, Articles 28, 29 EU AVG shall apply. The rights and obligations of the parties regarding data processing shall be agreed between the parties in a separate data processing agreement to the contract in accordance with Art. 28 (3) GDPR.
- 17.4 The Client has an independent duty to comply with the applicable laws and regulations concerning the protection of personal data. The Client shall indemnify INTO THE NEW against all claims of third parties due to non-compliance by the Client with applicable laws and regulations. The indemnification shall include all damages and costs incurred by INTO THE NEW in connection with such claims.

18. Amendment of the general terms and conditions

- 18.1 INTO THE NEW is entitled to amend the General Terms and Conditions unilaterally. Amendments will also apply to Agreement that are already concluded.
- 18.2 INTO THE NEW will inform the Client by e-mail about the amendments.
- 18.3 The amendments to the General Terms and Conditions will be in force thirty days after the Client is informed of the amendments.
- 18.4 If the Client does not agree with the amendments, the Client is entitled to terminate the Agreement provided that INTO THE NEW is remunerated for the work that has been performed.

19. Relationship Clause

Except with the other party's prior express written consent, which consent shall not be withhold on unreasonable grounds, the parties shall refrain, during the performance of the Work and for one (5) years after termination of the Agreement, from employing any persons of the other party involved in the Work or otherwise having such persons perform, or negotiate work with such persons.

20. Applicable law, disputes

- 20.1 Dutch law is exclusively applicable to all legal relationships to which INTO THE NEW is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands. The applicability of the Vienna Sales Convention (CISG) is excluded.

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20.2 Disputes between INTO THE NEW and the Client will only be submitted to the competent court in Amsterdam, unless the law mandatorily prescribes otherwise.