



GENERAL TERMS AND CONDITIONS FOR INCLUSION4ALL

This is an informal translation to help non-Dutch speaking clients understand the 'Algemene Voorwaarden Inclusion4all'. The Dutch version is legally binding.

Article 1 - Definitions

Inclusion4all is an educational consultancy and is registered with the Chamber of Commerce in The Hague with the registration number: 63609711.

Client: The person who is commissioning the work.

Contractor: Inclusion4all, the organisation that is carrying out the contract for the client.

Quotation: An offer of a contract that is given by Inclusion4all to the client. The General Terms and Conditions apply to the quotation.

Contract: An agreement of work between Inclusion4all and the client. The General Terms and Conditions of Inclusion4all apply to the contract.

Days: All calendar days.

Payment rate: Inclusion4all is obligated to charge 21% tax on its services.

Start of the contract: The point at which the guidance, advice, training or other activities that Inclusion4all is carrying out are initiated.

Termination of the contract: The ending of the agreed contract or the postponement of the start date of the agreed contract.

Article 2 - Applicability

All quotations and contracts, as well as the execution of these, are subject to the current Terms and Conditions, and together they form the contract that Inclusion4all makes with the client.

Any exceptions must be put in writing by Inclusion4all. The General Terms and Conditions and the contract, of which they form a part, replace any verbal agreements about the same subject. In making an agreement with Inclusion4all for the delivery of services, the client accepts these General Terms and Conditions. Moreover, the client is assumed to agree to the application of these General Terms and Conditions to any additional instructions given verbally, by telephone, telefax, email or by any other manner. If Inclusion4all agrees in writing to any exceptions, then, even if not expressly agreed, all the remaining General Terms and Conditions will continue to apply in full force.

In signing the contract, the validity of these General Terms and Conditions is accepted.



Article 3 - Basis for Quotations

Inclusion4all's work quotations are based on the information that the client gives. The client guarantees that he will provide all the necessary information for the planning and carrying out of the services. On the basis of the information provided, Inclusion4all will carry out the services to the best of its ability and in accordance with best practice. Inclusion4all has a responsibility to do its best to fulfil the contract. All of Inclusion4all's quotations are without obligation. All quotations of costs, details given in brochures or other publications are without obligation, unless expressly indicated otherwise. Inclusion4all is authorised before or after entering into the contract, before taking any (further) action, to demand assurance by the client that the responsibility to pay for the services and carry out other agreed responsibilities will be met. Inclusion4all retains the right to change its prices, in particular when this is in response to compulsory (legal) regulations. In all such situations, the client will be informed.

Article 4 - Commencement of the Contract

The contract for services between Inclusion4all and the client comes into effect as soon as the contract has been signed by both parties.

Article 5 - Information-sharing

In order to carry out the contract properly and according to the agreed time frame, the client must give Inclusion4all the information it requires to provide the services in a timely way. If the information required to fulfil the contract is not given in a timely way, then Inclusion4all has the right to cancel the contract and/or invoice the client for any extra costs that arise out of the delay, at the usual rates. Inclusion4all may only request personal information from a third party if the client has given written permission for this. Inclusion4all will always give the client access to the personal details held on them, if the client requests it.

Article 6 - Carrying out the Contract

The contract will be carried out by Inclusion4all in conjunction with the client to the best of its ability, according to its understanding of best practice.

Article 7 - Changes to the Contract

Should circumstances arise that affect the contract that could not have been foreseen at the start of the contract, then Inclusion4all will attempt to find a solution



in co-operation with the client. In this situation, it may be necessary to make alterations to the contract. Inclusion4all and the client both have the right to terminate the remainder of the contract, if the changes in circumstances mean that the carrying out of the original agreement has been made considerably difficult or impossible. In this case, Article 8 in its entirety will come into force. If the contract continues, then the altered and new conditions will be added to the contract.

Article 8 - Termination of the Contract

If the client decides to terminate the contract, Inclusion4all has the right to charge for the reasonable costs that it has to make, or has already made, as a result of the premature termination of the contract, unless there are facts and circumstances leading to the termination that are the fault of Inclusion4all.

If Inclusion4all terminates the contract, then no costs will be charged, unless the termination is the result of the client not providing the necessary information for the service to be carried out. Inclusion4all has the right to terminate the consultancy, advice and training at any point and also to refuse to accept a client. In financial terms, the contract is completed as soon as the hours of work have been paid.

Article 9 - Costs

A fee will be charged for carrying out the contract, with the addition of travel expenses and a fee to cover travel times, as agreed in the contract. Once a contract has been signed, should the client wish to make use of additional services of Inclusion4all, then these costs will be charged separately. The price list of the costs of Inclusion4all's services can be requested at any time. Inclusion4all may not charge an increased rate for its services within three months of the start of the contract.

Article 10 - Conditions of Payment

The fee for services that has been agreed in the contract, with the addition of travel expenses and the fee to cover travel time, must be paid within 15 days of the date of the invoice. Payment should be made by bank transfer to the bank account of Inclusion4all. If the payment is not made, then Inclusion4all can suspend its services to the client until the outstanding payment has been made in full, in accordance with Dutch law (Article 6:263 Burgelijk Wetboek). In the event of liquidation, bankruptcy, insolvency, or confiscation of goods of the client, Inclusion4all has the right to make its claim on the client immediately. If the client does not fulfil his financial obligations, then all reasonable costs made by Inclusion4all to ensure that full payment is made



will be the client's. The client is responsible for the fulfilment of his obligations, irrespective of the name on the invoice.

Article 11 - Intellectual Property

It is absolutely forbidden for the client to make copies of any of Inclusion4all's products, including presentation material, educational material, reports or any other products. Publication and distribution may only be made after specific permission from Inclusion4all.

Article 12 - Confidentiality and Personal Details

Inclusion4all is obliged to handle all documents and information about the client with confidentiality. By signing the contract, the client agrees to his personal details being processed. The client has the right to waive this agreement. In the event that Inclusion4all has to defend itself in civil or criminal proceedings and this information could be of importance, then the client's right to a waiver is cancelled. The client will not publish the content of reports, advice or other written or verbal statements of Inclusion4all to third parties, unless there is a law, regulation or other rule that commits the client to publication or if Inclusion4all has previously given written permission to the client to do so.

Article 13 - Liability

Inclusion4all is liable for shortcomings in the fulfilment of the contract only insofar as these are the result of the failure of Inclusion4all to observe the due diligence, best practice and best workmanship that can be expected in the carrying out of the contract. The liability for any damage caused by the shortcomings will be limited to the amount that Inclusion4all has received for its services. Inclusion4all is not liable for any loss or damage to third parties or damage caused by force majeure. Inclusion4all is not responsible for any damage caused by participation in any training given by Inclusion4all. If a mistake is made because the client did not give Inclusion4all complete or correct information, then Inclusion4all is not liable for any damages.

Article 14 - Use of internet

When communication between the client and Inclusion4all takes place through the use of electronic and digital technology (including, but not exclusive to, email and internet), then both parties are responsible for the security of this communication



through the use of standard, current virus protection. Providing that this protection is in place, then neither party is liable to the other party for damages caused by the transmission of viruses, including damages to databases, damages to other files or information stored on the computer system of the other party or the costs for fixing and repairing these.

Article 15 - Applicable law and jurisdiction

The contract is governed exclusively by the laws of The Netherlands. Any disputes arising from the contract will be dealt with, in the first instance, by the courts in the jurisdiction of the address of Inclusion4all, unless another jurisdiction is designated under the mandatory provisions of law or the client 's express wish.

Article 16 - Right of Complaint

A complaint about the services and/or the invoice for the services received must be submitted in writing to Inclusion4all within 8 days of the date of the invoice. A complaint does not give the client the right to suspend payment. If the complaint is upheld, then the client has the choice between the fee being adjusted, the services being corrected or carried out again free-of-charge, or a refund of a proportion of the fee already paid.

Article 17 - Alterations of the General Terms and Conditions

Inclusion4all retains the right to change its General Terms and Conditions.