

General Terms and Conditions of In Tense B.V.

v.1.2018/PL

1. Definitions

Agreement	The agreement that In Tense B.V. concludes with its Customers to provide Services, whereby Customers and Services are defined as follows
Customer	The organization who requests In Tense B.V. to organize and give safety trainings to its staff to improve behaviour in its organization.
Services	The services provided by In Tense to Customer, which consists of one of the safety training courses that In Tense B.V. offers according to its product folio consisting of safety behaviour measurement products, safety behaviour awareness products, safety behaviour fulfilment products and safety behaviour empowerment products which will be provided in line with the Customers' status of safety behaviour awareness of Customers' employees which will be measured by In Tense B.V.

2. Services

- 2.1. Subject to the terms and conditions described herein and in the Agreement, In Tense B.V. agrees to provide to Customer one or more of its training solutions as set forth in the Agreement and agreed as the best solution for the Customer given its organization and its products and/or services.

3. Quotations, agreements, certification

- 3.1. All quotations sent by In Tense B.V. are non-binding offers unless it is stated otherwise in the quotation.
- 3.2. When a quotation - offer is accepted by Customer, Customer concludes an Agreement with In Tense B.V.. as described in the Agreement according to which In Tense B.V. will give safety trainings. In Tense will start its courses on the date agreed with Customer and shall continue for a period as agreed in the Agreement.
- 3.3. As soon as the Customer gives a purchase order or agrees with In Tense B.V. that on certain dates a training will be given, the date for

the course will be a fixed date as soon as the department "Planning" of In Tense B.V. has confirmed this date.

- 3.4. In Tense B.V. is a certified training institute. In Tense B.V. can issue a certificate to Customer upon request that its staff has been trained or has participated in one of the trainings provided by In Tense B.V.

4. Fees and terms of payment

- 4.1. Customer is responsible to pay all fees that are agreed in the Agreement and/or quoted in the accepted quotation in euros/European currency, unless written agreed otherwise between Customer and In Tense B.V.
- 4.2. Except as otherwise provided in the Agreement, fees are non-refundable.
- 4.3. In addition to the fees for the Services, Customer shall pay all applicable taxes and/or duties and all costs made by In Tense exclusively to provide the Services to Customer.
- 4.4. In Tense B.V. will invoice fees for the Services, taxes, duties and costs due by the Customer. In Tense B.V. may require payment in advance for any training session.
- 4.5. Payments should be made within 14 days after receipt of invoice or before or at the due date stated in the invoice.
- 4.6. Any payment not received from the Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.0 % of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Where payment is due upon receipt of invoice interest shall accrue from twenty-five calendar days after receipt of invoice until the date paid. Customer shall also pay all sums expended (including reasonable legal fees) in collecting overdue payments. If Customer believes that the bill is incorrect, Customer must contact In Tense B.V. in writing within fourteen (14) days of the receipt of invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

5. Obligations of In Tense B.V. and warranty disclaimer

- 5.1. By concluding the Agreement In Tense B.V. accepts the obligation to provide the Services as agreed with Customer on the agreed dates for the agreed period of time.
- 5.2. There are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage or trade) for the Services or support applicable, because In Tense is a safety training institute. In Tense B.V. disclaims all statutory or implied warranties and conditions, including without limitation the conditions and/or warranties of merchantability, merchantable quality or fitness for any purpose, particular, specific or otherwise.

6. Obligations of Customer

- 6.1. Customer shall be solely responsible for its actions and the actions of its staff while using the Services or taking part in any training or coaching of In Tense B.V.. Customer acknowledges and agrees: (1) that Customer is responsible for Customer and Customer's workforce abiding by all local, state, national, and international laws and regulations applicable to Customer's use of the Services; (2) not to use the Services for illegal purposes; (3) that Customer assumes the risk for Customer's workforce's use of the Services; (5) that Customer is responsible for selecting appropriate training courses for its workforce and for requiring its workforce to take such training courses through the Services; and (6) that Customer is responsible for ensuring that its workforce is adequately and appropriately trained for the work that they provide.
- 6.2. Customer is obligated to provide to In Tense B.V. in order to enable In Tense B.V. to provide its Services to Customer and Customers' workforce a training location that has enough space and is furnished in accordance with the requirements of In Tense B.V. in order to provide the Services.
- 6.3. Customer agrees that in case trainers of In Tense B.V. have to travel to provide the Services to Customer and to Customer's workforce, that the trainers of In Tense B.V. will fly in business class when they have to

travel by airplane to serve Customer or will have a seat in the first class when they have to travel by train to serve Customer.

- 6.4. In case Customer invites contractors to attend safety trainings of In Tense B.V. Customer is responsible that these contractors will not disclose training materials and documents of In Tense B.V. to third parties or use the material to develop their own trainings. Customer will hold In Tense B.V harmless for any damages caused by Customers' contractors, such as (but not limited to) damages caused because Customers' contractors breached the intellectual property of In Tense B.V. by using the material of In Tense B.V. to develop its own trainings.
- 6.5. Customer knows that In Tense B.V. has Travelsafety policies, which are applicable to the agreement.

7. Indemnification and Liability

- 7.1. Customer shall indemnify, defend, or at its option settle, any third party claim or suit against In Tense B.V. based on a claim: (i) of any breach of this Agreement by Customer, its affiliates, employees agents, successors and assigns; and (ii) relating to or based upon the acts, omissions or activities conducted by Customer, its employees, contractors and agents, using or that used the Services; and Customer shall pay any final judgment entered against In Tense B.V. in any such proceeding or agreed to in settlement. In Tense B.V. will promptly notify Customer in writing of such claim or suit and give all information and assistance reasonably requested by Customer or such designee.
- 7.2. In no event shall In Tense's aggregate liability, if any, arising out of or in any way related to this agreement exceed the fees paid by Customer for the Services that directly gave rise to the damages claimed without regard to whether such claim is based in contract or in tort, including negligence.
- 7.3. In no event shall In Tense or any of its trainers be liable (i) for any direct special, punitive or consequential damages, or (ii) to third parties claiming through Customer, even if In Tense B.V. advised of the possibility of such damages.

- 7.4. If the fees as referred to in paragraph 7.2. are 15,000 euros or more, InTense's aggregate liability shall in no event exceed 15,000 euros.

8. Confidentiality & Privacy

- 8.1. Each of the parties agrees to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ('Confidential Information'). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.
- 8.2. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process

shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

- 8.3. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.
- 8.4. To comply with article 28 of the General Data Protection Regulation, In Tense B.V. will conclude a Data Processing Agreement. The Privacy Policy of In Tense is published on the website of In Tense.

9. Termination of agreement

- 9.1. Except as provided in paragraph 9.3 below, either party may terminate this Agreement upon written notice if the other party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Termination of this agreement does not affect trainings which are already scheduled. For cancellation of trainings, clause 9.5 applies.
- 9.2. Either party may terminate this Agreement if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; or (iv) the other party is liquidated or dissolved.
- 9.3. In Tense B.V. may suspend or terminate the Services, at its sole option, with or without notice to Customer if: (i) any payment is delinquent by more than sixty (45) days, or (ii) Customer breaches any provision of the Agreement or any of the license terms or restrictions in this Agreement.

9.4. The effect of termination is: In Tense B.V. shall not be liable to Customer or any third party for suspension or termination of the Services in accordance with this Agreement. If Customer or In Tense B.V. terminates this Agreement, Customer will be obligated to pay the balance due for all Services provided prior to termination. Upon the effective date of expiration or termination of this Agreement for any reason, whether by Customer or In Tense B.V., Customer's right to use the Services shall immediately cease. The clauses 4, 5, 6, 7 8, 10, 11 and 12 and of this Agreement shall survive its expiration or termination for any reason.

10. Cancellation

10.1 In case Customer would like to cancel a training of In Tense B.V., the following applies:

- **More than 8** weeks before the planned date: no cancellation fee
- **Between 8 and 4** weeks before the planned date: 25% of the total training costs
- **Between 4 and 3** weeks before the planned date: 50% of the total training costs
- **Between 3 and 2** weeks before the planned date: 75% of the total training costs
- **2 weeks or less:** 100% of the total training costs

11. Intellectual property

11.1. All training material, documents etc. provided by In Tense B.V. to Customer or which is part of the training solutions of In Tense are the exclusive intellectual property of In Tense B.V. Subject to terms and conditions of the Agreement and in these General Terms and Conditions, Customer is allowed to use the material for its staff and for internal business purposes solely for the Services provided by In Tense B.V. in order to improve safety within Customer's organization.

11.2. Customer shall not, and shall not permit any party to, directly or indirectly, modify, translate, or create derivative works based on the Services of In Tense B.V. and its training materials; (ii) rent, lease,

- distribute, sell, resell, assign, or otherwise transfer rights to the Services and the training materials; (iii) remove any proprietary notices from the training materials and other documents provided and owned by In Tense B.V.; (vi) publish or disclose to third parties any written evaluation of the Services without In Tense B.V.'s prior written consent.
- 11.3. All provided training material, documents etc. provided and used by In Tense B.V. may be updated by In Tense B.V. from time to time, however Customer does not receive these updates unless Customer purchases from In Tense B.V. additional training courses or consultancy.
- 11.4. The logo and name of In Tense B.V. and all training solutions of In Tense B.V. are the exclusive intellectual property of In Tense B.V. and protected by international laws. It is prohibited to copy, use, transfer, license or sub-license them by any third party without explicit written consent of In Tense B.V. Although all training material, documents etc. are drafted and composed with due care, In Tense B.V. is not responsible for the completeness and accuracy of the content of all training material and other documents used in its training solutions.
- 11.5. Misprinted training materials can be returned to In Tense B.V. to obtain replacement documents. The Customer is requested to not attempt to correct and use these misprinted materials.
- 11.6. In case of any breach of this article or in case any training material of In Tense B.V. is used without any permission of In Tense B.V. the Customer shall fully indemnify In Tense B.V. against any and all loss, liability, damage or expense (including without limitation all professional, legal and other costs) which In Tense B.V. may suffer or incur as a result of Customer or its employees or former employees using training materials of In Tense B.V. or copying it or breaching In Tense's intellectual property without any prior written permission of In Tense B.V. In case of any breach of this article Customer will pay in addition to full indemnification a penalty of EUR 100,000 for each breach and an additional EUR 25,000 for each day that the breach still continues.

12. Choice of law

12.1 The laws of the Netherlands, excluding its conflict of laws rules, shall govern this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

Disputes between the parties will be solved before the competent Dutch Court if an amicable settlement cannot be reached.

13. Miscellaneous

13.1. All notices to a party shall be in writing and sent to the addresses specified in the Agreement or in the quotation, as applicable, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

13.2. This Agreement may not be assigned or transferred by Customer, by merger, operation of law or otherwise, without In Tense B.V's prior written consent.

13.3. This Agreement, together with all addenda, schedules, and exhibits, and the quotation, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings between the parties relating to the subject matter hereof.

13.4. This Agreement may be amended or superseded only by a written instrument signed by both parties.

13.5. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any agreement, the terms of this Agreement shall control.

13.6. Neither party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, war, strikes, labour disputes, third party Internet service

interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

- 13.7. In Tense B.V. may use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its general advertising and marketing materials. Each party shall obtain the other party's permission prior to using the other party's name for any other marketing or promotional purposes.
- 13.8. The parties agree that any press release or other public comments issued by either party relating to this Agreement, any dispute under this Agreement or Customer's use of the Services, will be prepared jointly between In Tense B.V. and Customer and will be issued upon mutual agreement of the parties.
- 13.9. In Tense B.V. is allowed to adjust these general terms and conditions from time to time. Customers will be sent an updated version. Major adjustments will be communicated with Customers.