

## GENERAL TERMS & CONDITIONS

### Article 1. Definitions

1.1 Rob Aalders Urban Media, referred to below as “Startup Spirit”, is a sole proprietorship whose aim is to provide services and products, including but not limited to providing advice, intermediary (agency) services, workshops and training courses to improve organisational management, all in the broadest sense.

1.2 ‘Client’: the natural person, legal entity or cooperative arrangement of natural persons and/or legal entities, or the intermediary or representative acting on their behalf, who or which has instructed Startup Spirit to perform the Work as referred to in Article 1.3.

1.3 ‘Work’: all products and services supplied by Startup Spirit, and/or the third parties that it hires, to the Client, as well as all other activities performed by the Startup Spirit for the Client, of any nature, as part of an assignment, including activities that are not performed expressly at the Client’s request.

1.4 ‘Assignment’: the request by the Client to Startup Spirit to perform Work for payment.

1.5 ‘Offer’: the Work, as specified to a greater or lesser degree, and the estimate of the costs associated with that Work.

1.6 ‘Online Platform’: an online learning environment with online learning aids and/or content of Startup Spirit and third parties.

### Article 2. Applicability of these general terms and conditions

2.1 These general terms and conditions (‘the General Terms and Conditions’) apply to every Assignment, Offer and agreement between Startup Spirit and the Client to which Startup Spirit has declared the General Terms and Conditions applicable, insofar as the parties have not expressly deviated from the General Terms and Conditions in writing.

2.2 The General Terms and Conditions also apply to all agreements with Startup Spirit where third parties have to be involved for the performance of those agreements.

2.3 The General Terms and Conditions also apply to additional, altered and follow-up assignments of Client(s).

### Article 3. Formation of the agreement

3.1 Unless Startup Spirit indicates otherwise, its Offers are valid for 14 days and thereafter expire.

3.2 Startup Spirit is not bound if the acceptance differs from what is proposed in the Offer. Unless Startup Spirit indicates otherwise, the agreement is not formed in accordance with this different acceptance.

3.4 A composite quotation does not oblige Startup Spirit to perform part of the Assignment for a corresponding part of the stated price.

3.5 The Client is bound merely by its Assignment. However, the agreement is formed only once the Client has accepted the Offer or when Startup Spirit - in the absence of an Offer - has actually performed the Assignment.

3.6 Agreements with or promises made by representatives or employees of Startup Spirit are not binding on Startup Spirit, unless duly authorised representatives of Startup Spirit have confirmed these further agreements or promises in writing.

#### **Article 4. Performance of the agreement**

4.1 Startup Spirit shall perform the agreement to the best of its knowledge and ability and in accordance with high standards.

4.2 If and insofar as required for the proper performance of the agreement, Startup Spirit is entitled to have third parties perform certain activities.

4.3 The Client shall ensure that all information which Startup Spirit indicates is necessary for the performance of the agreement, or which the Client should reasonably understand is necessary for that purpose, is provided to Startup Spirit in due time. If the information required for the performance of the agreement is not provided to Startup Spirit in due time, Startup Spirit will be entitled to suspend the performance of the agreement and/or to charge the additional costs arising from the delay, in accordance with the hourly rates as specified in its Offer, to the Client.

4.4 If it has been agreed that the agreement will be performed in phases, Startup Spirit may suspend the performance of parts that belong to a subsequent phase until the Client has approved the results of the previous phase in writing.

4.5 If Startup Spirit prepares an estimate of third-party costs at the Client's request, the estimate will serve an indicative purpose only. If required, Startup Spirit may request Offers on behalf of the Client.

4.6. If a period within the term of the agreement has been agreed for the completion of certain activities, this will never be a strict deadline. If the period for performance has been exceeded, the Client must give Startup Spirit a written notice of default.

#### **Article 5. Amendments to the agreement**

5.1 Startup Spirit is entitled to change a training date or cancel a training course at any time. Startup Spirit shall inform the Client of this as soon as possible. Startup Spirit shall offer a new training course insofar as possible. If this is not possible or if the Client prefers a refund, Startup Spirit shall refund the amounts that have already paid to the Client.

5.2 If the parties agree to amend or supplement the agreement, this may affect the completion date for performance. Startup Spirit shall inform the Client of this as soon as possible.

5.3 If amending or supplementing the agreement will have financial and/or qualitative consequences, Startup Spirit shall inform the Client of this in advance. If a fixed fee has been agreed, Startup Spirit shall indicate the extent to which amending or supplementing the agreement will cause this fee to be exceeded.

5.4 Notwithstanding Article 5.3, Startup Spirit may not charge any additional costs if amending or supplementing the agreement results from circumstances that can be attributed to Startup Spirit.

#### **Article 6. Fee**

6.1 Unless explicitly stipulated otherwise, all prices exclude VAT, other government levies, and any travel and accommodation prices.

6.2 Startup Spirit may pass on any interim tariff increases and additional costs to the Client. Startup Spirit may also pass on all government taxes and levies, including any increases.

6.2 Insofar as a fixed price has been agreed for the performance of certain Work and performing the Work leads to additional activities or services that cannot reasonably be deemed to be included in the fixed price, Startup Spirit is entitled to charge the costs of such activities on the basis of its hourly rate. Insofar as possible, Startup Spirit shall inform the Client in due time about the financial

consequences of those additional activities or services.

6.3 In case of a price increase, the Client is entitled to terminate the agreement if the fee or rate increases within three months of the commencement of the agreement. After this period, the Client is entitled to terminate the agreement if the increase exceeds 20%. The Client is not entitled to terminate if the increase of the fee or or rate arises from a statutory right.

6.4 Startup Spirit shall notify the Client in writing of the intention to increase the fee or rate. Startup Spirit shall also state the extent and commencement date of the increase.

6.5 If the Client does not wish to accept the increase in the fee or rate as communicated by Startup Spirit, the Client will be entitled to terminate the agreement in writing within 7 (seven) days of the aforementioned notice, or to cancel the Assignment with effect from the date specified in Startup Spirit's notice as the date on which the fee or rate adjustment would be implemented.

## **Article 7. Payments**

7.1 Startup Spirit shall send single copies of invoices to the Client. Payment must be made within 30 (thirty) days of the date of each invoice.

7.2 Objections to the amount of invoices do not suspend the payment obligation.

7.3 If assignments run for longer than 4 (four) weeks, the costs due will be charged periodically.

7.4 Notwithstanding the agreed payment terms, Startup Spirit remains entitled at any time before commencing or continuing the performance of the agreement, to require adequate security or advance payment from the Client. If a request for interim payment or the provision of security is not fulfilled within the specified period, Startup Spirit will be entitled to terminate the agreement extrajudicially without being liable to pay any compensation.

7.5 Unless Startup Spirit agrees in writing, discounts, deductions or set off, for whatever reason, are not permitted. If payments are not received on time, the Client will be deemed to be in default and Startup Spirit, notwithstanding its other rights, will be entitled as soon as the payment period has been exceeded, and without any further notice of default or judicial intervention, to charge the Client all costs that it incurs to collect the amount owing and protect its rights, including all extrajudicial costs, court costs and lawyer's fees, which are hereby set at a minimum of 15% of the principal sum owed, as well as cumulative default interest of 1% per month on the principal sum owed, for which purpose part of a month counts as a full month, notwithstanding Startup Spirit's right to compensation of the actual and higher costs.

7.6 If the Client is in default, fails to perform its obligations, or fails to perform them on time, all reasonable costs for obtaining payment will be payable by the Client. The Client is at least liable for the collection costs in case of a monetary claim.

7.7 If Startup Spirit incurs higher costs that were reasonably necessary, these costs will also be eligible for reimbursement.

7.8 Any reasonable court costs and enforcement costs that are incurred are also payable by the Client.

7.9 In case of liquidation, bankruptcy, attachment or a moratorium on the payment of debts, Startup Spirit's claims against the Client will become immediately due and payable.

## **Article 8. Intellectual property rights**

8.1 Unless Startup Spirit and the Client have agreed otherwise in writing, all

intellectual property rights that arise from the performance of the Work vest exclusively in Startup Spirit or the third parties that it hires.

8.2 The Client is obliged to observe Startup Spirit's intellectual property rights and take them into account in any use of the Work whatsoever. Unless agreed otherwise, the Client is not entitled to adapt whatever has been produced as part of the Assignment without Startup Spirit's express written consent.

8.3 The Client shall ensure that third parties do not make use of the Services, insofar as this would infringe Startup Spirit's intellectual property rights.

#### **Article 9. Defects and time limit for lodging a complaint**

9.1 The Client is obliged to inspect or have a third party inspect goods immediately on receipt. The Client shall notify Startup Spirit of any complaints within 8 (eight) days of receipt by post, e-mail or fax, and provide full details. A complaint will no longer be admissible once the Client has delivered the goods received to third parties.

9.2 No complaints of any nature will suspend the Client's payment obligations. The right to complain ceases to exist if the Client or third parties alter the products.

9.3 If the complaint appears to be valid, Startup Spirit is entitled to still deliver what has been agreed, or to take back the delivered items and replace them, or to terminate the agreement and refund payments made to the Client.

#### **Article 10. Liability**

10.1 Startup Spirit is not liable for damage or loss of any nature that arises because it has worked on the basis of inaccurate and/or incomplete information provided by or on behalf of the Client.

10.2 Startup Spirit cannot be held liable for any inaccurate information that is displayed on the website or for any resultant damage or loss, unless this inaccuracy arises from an intentional act or the wilful recklessness of Startup Spirit or one of its employees.

10.3 Startup Spirit is liable only for damage or loss that the Client suffers and which is the immediate, direct and exclusive consequence of a failure to perform that can be attributed to Startup Spirit. Liability for indirect damage or loss is excluded. Indirect damage or loss in any case includes lost turnover and profits, lost savings, losses due to delays, inadequate cooperation from the Client, and materials and/or services supplied by third parties.

10.4 Startup Spirit's liability under the agreement with the Client is limited to an amount that is proportionate to the agreed price according to criteria of reasonableness and fairness. This amount will never exceed 50% of the invoice amount.

10.5 If Startup Spirit hires third parties for the performance of Services and the agreement between Startup Spirit and those third parties includes a more far-reaching limitation of liability than the one included in Article 10.3, the limitation of liability in the agreement between Startup Spirit and those third parties will apply.

10.6 Any claims of the Client due to Startup Spirit's failure to perform will cease to exist if these claims are not reported in writing and substantiated to Startup Spirit within one year of the Client being aware, or reasonably being able to be aware, of the facts on which these claims are based.

10.7 Startup Spirit does not warrant the correct and complete transmission of the content of a message that it sends, by e-mail or any other online means of communication, or the punctual receipt of that message.

#### **Article 11. Confidentiality**

11.1 Both parties are obliged to observe secrecy in respect of all confidential information that they obtain under their agreement with each other or from another source. Information is confidential if the other party states it is confidential or if this arises from the nature of the information.

11.2 If Startup Spirit is obliged on the basis of a statutory provision or a court

ruling to provide information to third parties designated by law or the competent court, and Startup Spirit cannot claim privilege recognised or granted by law or the competent court, Startup Spirit will not be obliged to compensate or indemnify and the other party will not be entitled to terminate the agreement on the basis of any resultant damage or loss.

#### **Article 12. Notice, suspension and termination**

12.1 Startup Spirit is entitled to suspend compliance with its obligations or to terminate the agreement without being obliged to pay any compensation as a result of this, notwithstanding its other statutory rights, if:

- the Client fails to comply, or fails to comply fully, with its obligations under the agreement;
- after entering into the agreement, Startup Spirit learns of any facts that justify a fear that the Client will not comply with its obligations. If there is valid reason to fear that the Client will only partially comply, or will not duly comply, with its obligations, suspension will be possible insofar as this is justified by the failure to perform;
- the Client was requested upon the conclusion of the agreement to provide security for the fulfilment of its obligations under the agreement and this security has not been forthcoming or is insufficient.

12.2 Startup Spirit is entitled to terminate the agreement, or have a third party terminate it, if circumstances arise of such a nature that it would be impossible to perform the agreement or this could no longer be required according to criteria of reasonableness and fairness, or if circumstances otherwise occur which are of such a nature that the unaltered maintenance of this agreement cannot be required according to criteria of reasonableness and fairness.

12.3 If the Client gives notice of termination of an agreement, it must pay the fees and costs incurred in respect of the activities performed until that date, in addition to any statutory compensation.

12.4 If Startup Spirit terminates the agreement because of an attributable failure by the Client in the performance of the agreement, the Client must pay the fees and costs incurred in respect of the activities performed until that date, in addition to any statutory compensation. The provisional results of the activities performed until that date will also be provided to the Client, subject to all rights.

12.5 The compensation referred to in the previous two paragraphs of this article will at least include the costs arising from the obligations that Startup Spirit enters into in its own name with third parties for the purpose of the assignment, as well as 30% of the remaining portion of the fee that the Client would have owed on full completion of the assignment.

12.6 If the assignment is terminated early, for whatever reason, the Client will no longer be able to use the designs provided to it.

12.7 If Startup Spirit terminates the agreement early for valid reasons, it shall ensure the transfer of the activities still to be performed to third parties, in consultation with the Client, unless there are underlying facts and circumstances relating to the termination that are attributable to the Client.

12.8 If the agreement is terminated, Startup Spirit's claims against the Client will become immediately due and payable. If Startup Spirit suspends performance of its obligations, it will retain its rights by law and under the agreement.

12.9 The parties may suspend the agreement in case of force majeure. If the period during which one of the parties can no longer perform its obligations because of force majeure exceeds 3 (three) months, either party will be entitled to terminate the agreement by means of an extrajudicial, written declaration, which sets out the circumstances that prevent further performance. In that case, there will be no obligation to pay compensation, other than payment by the Client of the costs that Startup Spirit has actually incurred.

12.10 If Startup Spirit has already partially complied with its obligations before the force majeure situation occurs, it will be entitled to separately invoice that which has already been performed. The Client is then bound to pay this invoice as if it

were a separate agreement.

### **13. Right to use the Online Platform**

13.1 Startup Spirit may deny the Client access to the Online Platform. The granted right is non-exclusive.

13.2 The Client may not itself and/or through third parties in any way copy, duplicate or change the content of all or part of the Online Platform without obtaining Startup Spirit's prior written consent for this purpose.

13.3 Unless agreed otherwise, the Client's right of use expires no later than 12 months after the Client is given access to the Online Platform.

13.4 Startup Spirit may revoke the right of use before the end of one year if the Client is in arrears with payment of invoices that Startup Spirit has sent to the Client, or if the Client acts contrary to any provision of the general terms and conditions or the agreement.

### **Article 14. Other provisions**

14.1 The Client is not entitled to assign any right under an agreement with Startup Spirit to third parties, unless it transfers its entire business.

14.2 Startup Spirit is entitled to amend the General Terms and Conditions. These amendments enter into effect on their stated effective date. Startup Spirit shall send the amended General Terms and Conditions to the Client in due time.

14.3 Unless expressly agreed otherwise in writing, neither the Client nor Startup Spirit have any retention obligation towards each other after the Assignment has been completed with regard to the materials and information that have been used.

14.4 The parties are obliged to treat the facts and circumstances they become aware of in relation to the Assignment as confidential. Third parties who are involved in the performance of the Assignment will be bound by the same duty of confidentiality with regard to the facts and circumstances originating from the other party.

### **Article 15. Startup Spirit's identity**

15.1 Startup Spirit is registered in the Chamber of Commerce under number 53051653. Startup Spirit's VAT identification number is NL155756801B01 and its registered office is at Vrusschemigerweg 82, 6417 PD Heerlen.

15.2 Startup Spirit can be contacted by telephone during office hours at +31619344319. Startup Spirit can be contacted by e-mail at [rob@r-a-u-m.com](mailto:rob@r-a-u-m.com) and [r@startup-spirit.com](mailto:r@startup-spirit.com).

### **Article 16. Disputes and applicable law**

16.1 Dutch law applies to the agreement between Startup Spirit and the Client.

16.2 Any disputes that arise between Startup Spirit and a Client will be settled by the competent court of the judicial district of Limburg.

16.3 If one or more provisions of these general terms and conditions are void or voidable, this will not affect the validity of the other provisions. The parties are bound by rules that approximate the purpose of these provisions as closely as possible.