

**General conditions 2019 of Kenneth Smit deposited by
Rotate B.V. established in Eindhoven - The Netherlands.
Deposited at the Chamber of Commerce in Eindhoven under number 17071065.**

1. Definitions

Rotate B.V. operates as a professional organization of cooperating independent trainers who all also make use of the trading name Kenneth Smit (hereinafter referred to as KS). In addition, KS offers (subscriptions to) services through an on-line environment (whether or not in combination with training courses) (hereinafter referred to as On-line Service) and the possibility for business customers to book open training courses on-line. In these general conditions, KS is referred to as the service provider, being the (legal) entity that is committed to give training courses (also included below: courses and coaching) and / or granting access to the On-line Service.

The customer is anyone who enters into an agreement with KS to give training courses, to provide other services or to buy (a subscription to) the On-line Service(s).

The participant is anyone who, on the basis of an agreement between the customer and KS, takes training courses through KS or use the On-line Service.

A company training course is one which is booked for the employees of one customer only.

An open training course is one for which anyone can register, until the number of available places determined by KS is filled.

The On-line Service is the digital environment in which performance measurements can be carried out, push messages can be sent to improve that performance, advice on certain topics can be given, and / or other services offered through the on-line environment, whether or not combined with physical training on various subjects, where the customer (in the case of a subscription) can have access to.

The On-line Booking System is a system on the KS website that makes it possible to book open training courses on-line for business customers.

2. Relevance

An offer provided by KS expires after 14 days and is revocable. KS is only bound to any obligation as far as this is made clear from a written agreement of the order.

The person(s) who provide(s) the offer, do this on behalf of the (legal) entity referred to in the offer as the service provider, and are not bound to it in person. The customer agrees that KS carries out the agreement by means of affiliated associates or, if need be, by third parties under its responsibility. The relevance of Article 7:404 and 7:407 2 (Dutch Civil Code) are explicitly excluded.

3. Rules of conduct training courses

- a. Self-motivation and an optimum contribution are expected from the participants.
- b. A proactive attitude will be expected from the supervisor(s) on behalf of the customer in support of the participants during or after the training.
- c. During the work periods, the participants are not disturbed by incoming or outgoing messages, unless there are urgent circumstances.
- d. The participants are expected to follow the training actively; if a participant displays annoying behaviour such that it has a negative influence on the results of the other participants, he can be denied the right to further participation, without prejudice to the obligation of the customer to full payment of the participation of the participant concerned to the training course in question.

- e. KS can in no way be held responsible for the behaviour of the participants, and its impact.

4. Choice of the training location

- a. The training location must satisfy the demands set by KS to be able to achieve good results.
- b. For department and company training courses a suitable training location is reserved in mutual consultation.
- c. Modifying the training location can be no reason for the customer to cancel the order.

5. On-line Service

- a. In the event that the customer buys (a subscription to) the On-line Service, KS will provide the customer with the codes and instructions upon receipt of the agreed (monthly subscription) fee to log in to this On-line Service. The customer will keep these codes and instructions carefully and, in no case, provide them to third parties.
- b. Only employees of the customer or the customer himself are entitled to log in to the On-line Service. Login codes are personal and non-exchangeable. The customer and / or employee shall in no case grant third parties who do not belong to the customer's organization in any manner whatsoever access to the On-line Service or to the content and messages posted therein.
- c. It can be decided at any time to remove, modify the content and messages from the On-line Service, or convert them to another format. In that case, KS is not required to pay any costs or damages.
- d. The On-line Service may not be accessible, for example, because of maintenance or malfunction. In that case, KS is not required to pay any costs or damages, unless there is intent or deliberate recklessness. Only if the On-line Service is unavailable in one month for more than three days, KS may decide (but is not obliged to do so by any means) to refund proportionally, in whole or in part, the subscription fee for the period in question.
- e. KS is entitled at any time to deny the customer immediate access to this digital On-line Service in the event that the customer acts in breach of the provisions of these terms and conditions or any further agreement between the parties. In that case, KS is not required to pay any costs or damages
- f. Insofar as training is also provided under the On-line Service, Articles 3, 4, 8, 9, 11, 12, 13, 14, 15 of these terms and conditions apply in full to the On-line Service training section.

6. Duration and termination subscription On-line Service

- a. Unless otherwise agreed with the customer, agreements (subscriptions) with the On-line Service are entered into for one year. After the end of the term, the agreement will automatically be renewed for the same period unless either party terminates the agreement within three months before the end of this term.
- b. Furthermore, KS is entitled to terminate the agreement with immediate effect and to deny the customer access to the On-line Service as soon as the customer requests a suspension of payment or bankruptcy, as soon as the customer is declared bankrupt or as soon as the customer's liquidation is initiated or a dissolution decision has been taken with respect to the customer.
- c. In the event that KS decides to stop offering the On-line Service at any time, for example because it is no longer profitable or requires too much time, it is entitled to terminate the contract with (the subscription of) the customer with a notice period of three months. In that case, the customer receives the subscription fee for the remaining months.
- d. In the event that KS or the customer proceed to terminate the agreement under subsections a, b or c, they are not required to pay any costs or damages to the other party.

7. Pricing

Prices are charged in accordance with the agreement for all services and training courses and for the (subscription to) the On-line Service. All mentioned prices are excluding VAT, unless otherwise stated.

KS does its very best to show the right prices. However, it is possible that prices are displayed incorrectly. All prices mentioned in the offer and in the On-line Booking System are subject to pre-programming, typing errors and other inaccuracies.

8. Facility and accommodation expenses

The costs of the premises at which KS training courses take place, as well as travel and accommodation expenses of the participants and the KS trainer, are always at the expense of the customer, except if otherwise stated in the agreement.

9. Terms of payment training courses

- a. KS can always demand from the customer prior to giving training courses, and prior to providing other services, payment of the costs of the training course and / or other services, including the participants' accommodation expenses and the hiring of the accommodation.
- b. All KS invoices must, without compensation or other deductions, be paid by the customer at the latest 14 days after the date of the invoice, but, if this concerns a shorter period, always at the latest 14 days before the commencement of the training course in question, or, if applicable, at the latest 14 days prior to supplying another KS service to the customer to which the invoice concerned refers. If the realization of the order has to take place 14 days after confirmation, the invoiced sum must be paid directly after invoicing.

10. Terms of payment On-line Service

- a. With regard to the On-line Service, the customer does a monthly advance payment for access to the On-line Service for the agreed subscription period, unless other arrangements are made.
- b. With regard to the On-line Service, all KS invoices must, without compensation or other deductions, be paid by the customer at the latest 14 days after the date of the invoice.
- c. The customer must pay KS the amounts due as a result of an on-line booking in the payment method as stated on the On-line Booking System on the website.

11. Terms of payment in general

- a. The exchange rate will always be that in force on the date of the relevant KS bank statement. Under no circumstances can the customer appeal to offset this payment without the explicit and written authorisation of KS.
- b. If and as soon as the customer breaches the terms of payment described above under 9 b and 10 b, he is in default and no further proof of default and / or injunction is necessary by KS.
- c. If and as soon as the customer is in breach as described above under b, KS has the right to transfer the recovery of the overdue invoice amounts to a third party without further notice. The costs of recovery, in or out of court, incurred by KS, are always at the expense of the customer. Extrajudicial collection costs will be payable by the customer as soon as, as previously stated, KS transfers the recovery of any amount to third parties; these extrajudicial collection costs will always be at least 15% of the amount to be recovered with a minimum of 160 Euro, without prejudice to the right of KS to charge a higher amount in extrajudicial collection costs if the actual extrajudicial collection costs are higher.
- d. If and as soon as the customer is in default as described above under c, he is liable without requiring any further order and / or proof of default, for an interest payment of one twelfth of the statutory interest rate per month on all claimable amounts of all KS invoices not yet paid, as specified in Article 6:119a (Dutch) Civil Code increased by 1%, (the legal interest + 1%)/12, where a part of a month will be considered as a

whole month, without prejudice to the right of KS to claim full compensation for consequences resulting from the damage caused by the non-payment by the customer, as well as the judicial and extrajudicial collection costs without prejudice to those demanded by the above under c.

- e. If and as soon as the customer is in default as specified above under b, all KS claims on the customer, from whatever cause they may result, become claimable immediately and the customer is considered to be in default, also with respect to the relevant claims and which will accordingly be applicable with respect to any claim stipulated under 8 sub a and b, 9 sub a and b and 10 sub a up to and including d.

12. Annulment of training courses

If the customer cancels the training course or does not appear, he is nevertheless obliged to pay KS all agreed fees.

13. Annulment of training courses during force majeure

What is stipulated in Article 12 also applies in the case of annulment due to force majeure suffered by the customer. In this case however, KS enables the customer to participate in a similar training course within three months after the planned training course, provided that this training course is part of the programme and not fully booked, and / or in consultation with KS agree on a new date within this time period for a company training course, in as far as KS has such a date available.

14. Annulment of training courses yet to be specified

If the customer agrees with KS on a certain number of places on training courses yet to be specified and / or purchases other activities within a certain period and does not succeed in realizing them in the agreed period, or concludes the agreement prematurely, the agreed compensation and costs nevertheless remain outstanding as if all agreed training courses and/or other activities were purchased.

15. Partial participation in training courses

- a. Participants not permanently present during a training course remain liable for the total training course and accommodation expenses.
- b. If a participant takes part in an open training course, but is forced during this meeting to interrupt the training course prematurely by force majeure or illness, the customer remains liable for the complete training course fee. In consultation with KS and exclusively for a compensation indicated by KS, the participant can participate in a replacement training course, if available, or, if applicable, in a part of it. The aforementioned compensation is charged to the customer.

16. Liability

- a. KS will commit itself to carry out the agreed activities to its optimum ability in accordance with the requirements of good professional skills, in accordance with what can be expected within the framework of the task assigned to KS. This obligation has the character of an obligation of effort, because no guarantee is given concerning the result of the service provided by KS.
- b. The customer warrants the soundness and completeness of the data made available to KS. KS is not responsible for damage caused by the incompleteness or deficiency of the information supplied by the customer.
- c. KS is only liable to the customer for direct damage which is the direct result of a failure attributable to KS in the performance of the agreement.
- d. The maximum liability of KS is limited to the amount of the fee (excluding VAT) of the relevant assignment. If and insofar as the agreement is a long-term agreement, the damages due to a culpable shortcoming will under no circumstances amount to more than the price stipulated in the appropriate agreement (excluding VAT) for the performances of KS in the period of 1 month preceding the shortcoming of KS.

- e. The maximum liability of KS for (a subscription to) the On-line Service is limited to the amount of the subscription fee (excluding sales tax) in the amount of 1 month prior to the shortfall of KS.
- f. For the amounts referred to in this article, the full compensation will never be more than EUR 25,000.00 and will be reduced by the credits stipulated by the customer and granted by KS.
- g. The condition for the emergence of any right to compensation is always that the customer has reported the damage in writing to KS as soon as reasonably practicable after the occurrence thereof, and in any case within 8 days after discovery.
- h. KS is not liable for damage that in any way results from or relates to unauthorized use of the (On-line) services.
- i. The exclusions and limitations referred to in Articles 16.d to 16.f shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of KS.

17. Limitation

Each claim on KS expires 1 year after its inception.

18. Work material

The costs of all participant work materials are included in the costs of the training course taken by the customer.

19. Intellectual rights of ownership

- a. The customer acknowledges that all intellectual property rights (including copyrights and know-how) on the training offered by KS, the other work performed by KS, the (content of) On-line Service and the work material are exclusively part of KS, Rotate B.V. or its partners.
- b. KS grants only a right of use for the use of the work material during the training courses but it is explicitly not allowed to disclose and / or reproduce the work material without the prior written permission of KS. Also reproducing the work material (digitally or in paper form) within the organization of the customer and / or the participant is not allowed. The term "work material" in this agreement means all matters made available to the customer and / or the participant (digital and / or in paper form) as part of the training, such as presentations, handouts, workbooks, articles, overviews, leaflets and brochures, including all the texts and images contained therein.
- c. KS grants with respect to the On-line Service only a right of use to access content via the on-line environment and to display on a digital device (such as a computer, smartphone or tablet). To store, print or otherwise disclose and / or reproduce (digitally or in paper form) the content, whether or not within the customer's organization, is not allowed.
- d. If the customer and / or participant are in conflict with this article, they are severally liable for a directly claimable fine of 10,000.00 Euro per event to KS where KS reserves the right to compensation for the damage actually suffered because of these actions.

20. Confidentiality

All information shared by parties in the framework of the cooperation between KS and the customer, is considered as strictly confidential and treated as such. All KS affiliated trainers are obligated to confidentiality.

21. Disputes

- a. All disputes between KS and the customer concerning any agreement to which these conditions apply, also those that are indicated as such by one of the parties, will be settled, also in a summary procedure, by court proceedings in the city of 's-Hertogenbosch. Dutch law will always apply to all agreements with KS.

- b. If the customer uses general conditions that apply to any agreement of KS, the general conditions of KS will always prevail over the conditions used by the customer.

22. Conversion

If some stipulation of these general conditions appears null and void or is voided in law, the functioning of the remaining stipulations remains unimpeded. In that case, KS is entitled to replace the relevant stipulation by one that approaches the scope of this as much as possible without being null and void or voided in law.