



General Terms and Conditions for PreActive

The company PreActive (hereinafter: PreActive) is registered with the Chamber of Commerce under number 80500188 and has its registered office at Bellamystraat 1 A 1 (1053BE) in Amsterdam.

Article 1 - Definitions

1. In these general terms and conditions the following terms are used in the following sense, unless explicitly stated otherwise.
2. **Offer:** any offer or quotation to the Client for the provision of Services by PreActive
3. **Application:** The Application made available by PreActive to the Client
4. **Company:** the natural or legal person who acts in the interests of a business or profession.
5. **Services:** the Services offered by PreActive regarding the provision of software in the form of an application on which Client and its employees can view health content. PreActive also provides advice, webinars, workshops as well as assistance in setting up the workplace for employees of the Client.
6. **User:** the employees of the Client who use the Application as well as the Client itself.
7. **Client:** the company that has appointed PreActive, has granted projects to PreActive for Services to be provided by PreActive, or to which PreActive has submitted a proposal pursuant to an Agreement.
8. **Agreement:** any Agreement and other obligations between the Client and PreActive, as well as proposals of PreActive for Services provided by PreActive to the Client, which are accepted by the Client and have been accepted and performed by PreActive, with which these general terms and conditions form an indissoluble whole.
9. **PreActive:** the supplier who offers Services to the Client.
10. **SaaS Service:** making and keeping the Application available at a distance.

Article 2 - Applicability

1. These general terms and conditions shall apply to any Offer by PreActive, any Agreement between PreActive and Client and any Service offered by PreActive.
2. Prior to the finalisation of an Agreement (remotely), Client shall be provided with these general terms and conditions. If this is not reasonably possible, PreActive shall indicate to the Client in what way the Client can inspect the general terms and conditions.



3. Deviation from these general terms and conditions is not possible. Deviation from the general terms and conditions is possible in exceptional situations if this has been explicitly agreed with PreActive in writing.
4. These general terms and conditions shall also apply to additional, amended and follow-up assignments of the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are null and void or annulled in part or in full, the other provisions of these general terms and conditions shall remain in force and the null and void provision(s) shall be replaced by a provision having the same purport as the original provision.
7. Uncertainties about the content, explanation or situations not provided for in these general terms and conditions must be assessed and explained in accordance with the spirit of these general terms and conditions. The agreements in the Agreement are leading, and take precedence over these general terms and conditions.
8. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is explicitly excluded.
9. The rights and obligations under the Agreement between the Parties may not be transferred by the Client to a third party unless PreActive grants the Client its express and prior consent. PreActive shall be free to attach further conditions to such consent.
10. If these general terms and conditions refer to she/he, this should also be understood as a reference to he/she/it, if and insofar as applicable.
11. If PreActive has not always demanded compliance with these general terms and conditions, it shall retain its right to demand compliance with these general terms and conditions in full or in part.

Article 3 - The Offer

1. All offers made by PreActive shall be without obligation, unless expressly stated otherwise in writing. If the Offer is valid subject to restrictions or specific conditions, this shall be explicitly stated in the Offer.
2. PreActive shall only be bound by an Offer if the acceptance thereof by the Client is confirmed in writing within 30 days. Nevertheless, PreActive shall be entitled to refuse an Agreement with a potential Client for a reason justified to PreActive.
3. The Offer contains a description of the Services offered. The description shall be sufficiently detailed to enable the Client to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind PreActive. Any images and data in the Offer are merely indicative and cannot be a ground for any compensation or dissolution of the Agreement. All Offers are furthermore made on the basis of information provided by Client. Offers are invalid if the details provided by the Client are incorrect or incomplete.
4. Offers or quotations do not automatically apply to follow-up orders.



5. Delivery times and deadlines in PreActive's offers are indicative only and, if exceeded, shall not entitle the Client to dissolution or damages, unless expressly agreed otherwise.
6. A compound quotation shall not oblige PreActive to deliver part of the goods included in the offer or quotation for a corresponding part of the stated price.

Article 4 - Establishment of the Agreement

1. The establishment of the Agreement shall be concluded at the moment that the Client has accepted an offer or an Agreement of PreActive by returning a signed copy (scanned or original) to PreActive, or by giving an explicit and unambiguous approval of the Offer by email.
2. If the Client has accepted the Offer, PreActive shall confirm the Client's registration in writing by email.
3. PreActive shall not be bound to an Offer if the Client could reasonably have expected or ought to have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this error or mistake.
4. Any Agreement entered into with PreActive or a project awarded to PreActive by the Client shall be vested in PreActive and not in an individual person connected to PreActive.
5. If the Client cancels an Agreement that has already been confirmed, the costs already incurred up to that point (including time spent) shall be charged to the Client.
6. The Client's right of withdrawal is excluded, unless agreed otherwise.
7. If the Agreement is entered into by several Clients, each Client will be jointly and severally liable for the fulfilment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement shall be entered into for a definite period of time, unless the contents, nature or tenor of the Agreement imply that it has been entered into for an indefinite period of time.
2. Both the Client and PreActive may dissolve the Agreement on the basis of an attributable failure in the fulfilment of the Agreement if the other party has been given notice of default in writing, and has been given a reasonable period in which to fulfil its obligations, and it fails attributable in doing so. This also includes Client's payment and cooperation obligations.
3. Dissolution of the Agreement shall not affect the payment obligations of the Client if PreActive has performed work or delivered services at the time of dissolution.



4. If the Agreement is terminated prematurely, Client shall owe PreActive the costs actually incurred up to that time on the basis of the stipulated (hourly) rate. The (time) registration of PreActive shall be leading in this respect.
5. Both the Client and PreActive may terminate the Agreement in writing in whole or in part without further notice of default and with immediate effect if one of the Parties has been granted a suspension of payments, a petition for bankruptcy has been filed or the company concerned is wound up or otherwise terminated by means of the merger or reconstruction of the company. If a situation as referred to above takes place, PreActive shall never be obliged to refund monies already received and/or to pay damages.
6. All post-contractual obligations from these conditions and the Agreement that by their nature are intended to continue even after dissolution of the Agreement shall continue to exist after dissolution. This concerns in any case the provisions on confidentiality, intellectual property rights, liability and the settlement of disputes and choice of law provision.

Article 6 - Execution of the Agreement

1. PreActive shall endeavour to execute the Agreement with the greatest possible care, as may be expected of a good contractor. All Services shall be performed on the basis of an obligation to perform to the best of one's ability, unless a result has been explicitly agreed upon in writing and described in detail.
2. When executing the Services, PreActive shall not be obliged or required to follow the instructions of the Client if this alters the content or scope of the agreed Services. If the instructions result in additional work for PreActive, the Client shall be obliged to compensate the additional or supplementary costs accordingly.
3. PreActive is authorised to engage third parties for the performance of the Services at its own discretion.
4. If PreActive, pursuant to a request or order of a government authority and/or a statutory obligation, carries out activities with regard to information of the Client, the costs involved shall be borne solely by the Client.
5. In the event of changes, PreActive may continue to perform the Service with the changed version of the Application. PreActive shall never be obliged or required to maintain, change or add certain functionalities and/or specific properties.
6. The source code as well as the technical documentation of the Application is at all times excluded from the right of use or subject to transfer to the Client.
7. Both the Client and PreActive may make changes to the scope and/or content of the purchased Service. The additional costs involved in this shall be at the expense of the Client. The Client shall be informed thereof as soon as possible. If the Client does not agree, the Parties must consult with each other. The Client may only terminate the Agreement in writing with effect from the date on which the change takes effect if the changes are not related to changes in relevant legislation or regulations, or if PreActive bears the costs of the change.



8. PreActive is not obliged to provide the Client with a physical carrier containing the software.
9. If under the Agreement PreActive also makes a back-up of the data of the Client, PreActive shall make a back-up at fixed times and store it in accordance with the agreed period. However, the Client is itself responsible for complying with the legal retention and administration obligations applicable to it if and insofar as applicable.

Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by PreActive as well as relevant appendices and related information and data in time and/or before the start of the work and in the desired form for the correct and efficient execution of the Agreement. If this is not done, PreActive may not be able to fully implement and/or deliver the documents concerned. The consequences of such a situation shall at all times be for the account and risk of the Client.
2. PreActive is not obliged to verify the correctness and/or completeness of the information provided to it or to update Client on the information if it has changed in the course of time, nor is PreActive responsible for the correctness and completeness of the information compiled by PreActive for third parties and/or provided to third parties in the context of the Agreement.
3. PreActive may request additional information if this is necessary for the fulfilment of the Agreement. Failing this, PreActive shall be entitled to suspend its work until the information has been received, without being obliged to pay any compensation to Client on whatever account. In the event of a change in circumstances, the Client must inform PreActive thereof immediately or no later than 5 working days after the change has become known.
4. The Client is obliged to protect all technical safeguards and other facilities of the Application of PreActive, and to respect the intellectual property rights vested in the Application.
5. Client shall ensure suitable equipment and a user environment.
6. The Customer is not permitted to make its login details available to persons outside its company. The Customer is liable for all acts of persons performed under its login details.
7. The Customer is not permitted to use the Application for purposes other than those agreed. The Application may not be distributed unlawfully and/or placed on one's own or another's website.
8. The Client shall forfeit to PreActive an immediately payable penalty of € 25,000 if the Client fails to comply with the prohibitions set forth in paragraphs 6 and 7 of this article.



Article 8 - Delivery

1. PreActive shall deliver the Application or make it available online for delivery to the Client in the manner specified in the Agreement. Any agreed user documentation shall be provided to the Client in writing or digitally.
2. The Client accepts the Application in the condition it is in at the time of delivery ('as is'), i.e. with all visible and invisible defects.
3. If the commencement, progress or delivery of the Services is delayed because the Client has failed to provide all requested information or has failed to do so on time, fails to provide adequate cooperation, the advance payment has not been received on time by PreActive or because of other circumstances that are at the expense and risk of the Client, PreActive shall be entitled to a reasonable extension of the delivery period. Under no circumstances shall the terms stated be firm terms, nor can PreActive be held liable for exceeding the agreed term.
4. All damage and additional costs arising from a delay due to a cause as referred to in paragraph 1 shall be at the expense and risk of the Client and shall be charged to the Client by PreActive.
5. If the Client is required to give his approval, PreActive shall be entitled to suspend the execution of the Agreement until the Client has given his approval.
6. PreActive shall make every effort to realise the services within the agreed period, to the extent this can reasonably be required of it. In the event of an urgency, the Client shall be obliged to reimburse PreActive for the additional costs involved.
7. PreActive shall endeavour to provide the Service as far as possible in accordance with the Offer.

Article 9 - Transfer of Risk

The risk of theft and loss, embezzlement or damage to data, documents, software, data files and/or items used, created or delivered in the context of the execution of the Agreement shall pass to the Client at the moment at which these are actually placed at the Client's disposal, or at the moment at which the Application is first used.

Article 10 - Guarantees

1. PreActive shall perform the Services in accordance with the standards applicable in the sector. If any guarantee is given, it shall be limited to what has been explicitly agreed upon in writing. During the guarantee period, PreActive guarantees the sound and usual quality of the delivered goods or services.
2. The Client may only invoke the guarantee given by PreActive if the Client has fulfilled his payment obligations in full.



3. If Client rightly invokes the guarantee, PreActive shall be obliged to carry out repair or replacement free of charge. If there is any additional damage, the applicable liability provisions of these general terms and conditions shall apply.
4. PreActive does not guarantee that the Application will function without errors and/or interruptions. PreActive shall endeavour to repair errors in the Application within a reasonable period of time. PreActive is entitled to postpone the repair until a new version of the Application is in use. Defects in the Application not developed by PreActive may be repaired in consultation at the expense and risk of the Client.
5. The Client accepts the Application 'AS IS'.
6. The Client must report any observed defect to PreActive immediately and in detail in writing, in such a manner that PreActive is able to reproduce and repair the defects. The defect has been reported at the moment that PreActive provides the Client with a confirmation of the report.
7. Repair is also understood to mean the provision of temporary solutions. The guarantee shall never include the restoration of mutilated or lost data. PreActive shall not be obliged to restore these data. If agreed, PreActive may cooperate in all reasonableness but shall never be responsible nor obliged to restore any mutilated and/or lost data. The Client shall at all times take measures to prevent and limit disruptions, defects, mutilation and/or loss of data, whether or not based on information provided by PreActive.
8. PreActive is not responsible for errors and/or irregularities in the functionality of the Application and is not liable for the unavailability of the Application for whatever reason.
9. PreActive does not guarantee that the Application developed by it will work in conjunction with all types or new versions of web browsers and any other Software and/or equipment/hardware.
10. Liability of PreActive for (the functioning of) third-party plug-ins is excluded. PreActive shall not be liable for any damage arising as a result of or in connection with any changes made or work performed in or on the Application of PreActive that has been done without the express consent of PreActive.
11. PreActive does not guarantee that the Application to be kept available as part of the SaaS service shall be adapted to the changes in relevant legislation and regulations in a timely manner, but shall endeavour to do so as soon as possible.

Article 11 - Use and maintenance of the Application

1. PreActive shall provide the Client with the agreed Application on the basis of a user licence for the duration of the Agreement. The right to use the Application is non-exclusive, non-transferable, non-pawnable and non-sublicensable and is limited to these conditions.
2. The User can access the Application after the User has created an account.



3. User is at all times responsible for all data and information which it places or causes to be placed on its account and/or the Application. If the User suspects that the information provided by him is incorrect or incomplete, the User shall immediately inform PreActive and provide the correct information. It is the User's responsibility to keep his details up to date and he can amend his details in his own account to this end.
4. The use of the Application by the Client may be subject to further restrictions and may be adjusted by PreActive. On the basis of the temporary licence, the Client is entitled to use the Application for the number of Users agreed upon as well as by the Client. Customer is entitled to designate all of its employees as Users. Each User is granted access to the Application. Changes in the number of Users are only possible after they have been confirmed in writing by PreActive.
5. After an account and profile have been created, the User can view personalised physical well-being and ergonomic workplace content, view health content, ask questions in the profile, as well as receive health advice. Before PreActive provides personalised health advice, the User must complete a physical activity screening via the Application.
6. If Users take part in webinars and/or workshops, this can be accessed via a link sent by PreActive. Users do not need to create an account for this.
7. PreActive is at all times entitled to take measures against unlawful use and/or unauthorised use of the Application by the Client. The Client shall refrain from any action that would undo the aforementioned measures or render them ineffective.
8. The Client may only use the Application in and for the benefit of its own company and only for the intended use.
9. Unless expressly agreed otherwise in writing, the Client is not permitted to sell, rent out, dispose of, grant limited rights to or make the Application available to a third party. Neither is the Client permitted to provide a third party with access to the Application or to transfer the Application to a third party for hosting purposes, regardless of whether this third party uses the Application exclusively for the benefit of the Client.
10. The Client is never entitled to modify the Application in whole or in part without the prior written consent of PreActive. PreActive shall never be obliged to give the aforementioned consent and is entitled to attach conditions to the granting of its consent.
11. At PreActive's first request, Client shall fully cooperate with an investigation to be conducted by PreActive concerning compliance with the agreed rights, obligations and restrictions on use.
12. If agreed, PreActive shall perform maintenance on the Application. The scope of the maintenance obligation shall extend to what has been expressly agreed by the Parties. Even if this has not been explicitly agreed, PreActive may carry out maintenance work or interrupt the provision of its Services if it deems this necessary in order to be able to carry out maintenance. Performing maintenance may also cause interruptions in the execution of the services, which does not justify any right of Client to compensation.



13. Client is obliged to report any defects, errors or other malfunctions in the Application in writing to PreActive, after which PreActive shall repair the errors to the best of its ability and/or make improvements in accordance with its usual procedures. If desired, PreActive shall be entitled to first implement temporary solutions, after which a structural solution can be devised and implemented in consultation with the Client.
14. The Client is obliged to render its cooperation to PreActive upon first request.
15. Despite the agreed maintenance obligations of PreActive, Client has an independent responsibility for the management and use of the Application.
16. For the purposes of maintenance, PreActive shall be authorised to check (data) files for, inter alia, computer attacks, computer viruses and unsafe and/or illegal actions, as well as to perform other actions necessary for the purposes of maintenance. Client shall also be responsible for the instruction to and the use of the Application by third parties engaged by Client.
17. Maintenance will in principle include the following Services (i) corrective, (ii) preventive and (iii) adaptive maintenance. In the event of corrective, preventive and/or adaptive maintenance, PreActive shall be entitled to put the SaaS Service entirely or partially (temporarily) out of operation. During this interruption, the Client is not entitled to any compensation. PreActive shall allow the interruption to take place as much as possible outside office hours and no longer than is necessary for the maintenance.
18. PreActive is authorised to make changes to the technology of the data network or telecommunications network and other changes to the services provided by PreActive. These changes may possibly affect the peripheral equipment used by the Client, for which PreActive shall not be obliged to pay any compensation.

Article 12 - Obligations when using the Application

1. User is independently responsible for the use of the application at all times. User is obliged to adhere to the following regulations during use of the application. User must refrain from using the application:
 - a. to use manual or automated programs, equipment or other processes to index or scrape the data used within the application on the Internet;
 - b. in a way that involves illegal activities or activities that are contrary to morality or public order;
 - c. to copy (parts of) the application of PreActive;
 - d. to otherwise cause damage to the interests of PreActive.
2. In the event of (possible) criminal acts, PreActive shall be authorised to report these and to hand over the details provided by the User to the competent authorities, as well as to take all actions required of it within the framework of the investigation. PreActive is entitled to deny the User access to the application and/or to terminate the use of the application.



3. In addition to the obligations under the law, any damage caused by incompetence or failure to act in accordance with the above points shall be for the account and risk of the User.
4. User is responsible for the correct security of the (mobile) device on which he uses the application, as well as for the security and confidentiality of his own login details.
5. Each User must create an account for the purpose of accessing and using the Application.
6. The account can be registered with an email address and a password, unless otherwise indicated. The account is personal and User is not permitted to share the account with others.
7. The User is obliged to provide accurate and complete information when registering the account and to keep the account up-to-date at all times.
8. The User is responsible for his/her login details and must not provide these login details to third parties. If a User suspects that the login details have been lost or stolen, or that there is any unauthorised use of the account, the User must contact PreActive immediately. The User is personally liable for all activities carried out through his/her own account, unless the User can prove that he/she was not negligent. This includes in any case: the failure to report the unauthorised use or loss of login details.

Article 13 - Availability of the Services

1. PreActive shall perform the necessary maintenance to the Application. PreActive shall endeavour to offer the Client the Services and access to the Application without interruption to the extent possible.
2. PreActive shall endeavour to inform Client of such maintenance as much as possible, but shall not be obliged to do so. PreActive shall never be liable to pay compensation in connection with the maintenance and the non-availability of the Service.
3. If in its sole opinion the correct functioning of the Application is at risk, PreActive shall be entitled to (temporarily) suspend the use of the Service by the Client. PreActive is furthermore entitled to take measures it reasonably considers necessary to ensure the proper functioning of the Application.
4. In all other cases of non-availability of the Service, including but not limited to disruptions or force majeure, PreActive shall also endeavour to inform the Client as much as possible about the nature and duration of the interruption of the Services.
5. If the agreed service provision includes storage and/or passing on of material provided by the Client to third parties in the context of (web) hosting, the following shall apply. Client shall refrain from inflicting any damage or actions of which he/she may reasonably suspect that others or PreActive's servers are being damaged.
6. Client shall indemnify PreActive against any damage as a result of the above. PreActive shall not be liable for any damage incurred by Client as a result of its



actions. Client is prohibited from reselling and/or renting out the services, unless explicitly agreed otherwise.

7. In the event of extremely high data traffic, PreActive shall be entitled at its discretion to temporarily take the Application offline. This includes DDoS attacks, brute force attacks, server overloads or if the Client causes inconvenience to PreActive's server in any other way.
8. In addition to the obligations under the law, damage caused by incompetence or failure to act in accordance with the above points shall be at the expense and risk of the Customer.

Article 14 - Advices

1. PreActive may, if so instructed, draw up an advice, plan of approach, design, report, planning and/or report for the provision of services. The content thereof shall not be binding and shall only be of an advisory nature, but PreActive shall observe its duties of care. The client shall decide for himself and on his own responsibility whether to follow the advice.
2. The advice provided by PreActive, in whatever form, can never be regarded as medical and/or therapeutic advice. PreActive is not a qualified physician and does not provide medical advice, diagnosis or treatment. If you are being treated by a physician or other health professional, the medical advice from the health professional shall be leading.
3. The Client is obliged at PreActive's first request to assess any proposals provided by it. If PreActive is delayed in its work because the Client does not or not timely provide an assessment of a proposal made by PreActive, the Client shall at all times be responsible for the consequences arising therefrom, such as delay.
4. The nature of the services entails that the result is at all times dependent on external factors that may influence the reports and recommendations of PreActive, such as the quality, accuracy and timely delivery of the required information and data of the Client and its employees. The Client guarantees the quality and the timely and correct delivery of the required data and information.
5. Prior to commencement of the work, the Client shall notify PreActive in writing of all circumstances that are or may be relevant, including any points and priorities that the Client wishes to have addressed.



Article 15 - Webinar, workshop and assistance in setting up the workplace

1. If instructed to do so, PreActive can provide a webinar and/or workshop for Client and his employees.
2. If Client has purchased an online webinar and/or workshop, Client shall gain access to the webinar and/or workshop by clicking on a link sent by PreActive. PreActive grants Client a non-exclusive and limited right of use with regard to the online webinar and/or workshop. If the workshop is to be held on location, PreActive and Client shall agree on a date and time.
3. Client and/or Users may only use the online webinar and/or workshop for their own activities. The right of use is therefore not transferable and Client or User is not permitted to sell, rent out, sublicense or make available to a third party in any way or for any purpose whatsoever.
4. The webinar can be rewound to a limited extent.
5. In the event of technical problems, the Client must inform PreActive in writing by email. PreActive shall take the necessary measures to restore access to the service. If the Client is unable to use the access to the service for a certain period of time, then the access to the service shall be extended, upon request of the Client, by the period of time during which the use of the service was not possible due to technical problems. Such a request must be made by e-mail and will only be granted if the technical problems are at the expense and risk of PreActive.
6. If the Client wishes to follow another webinar/workshop, the Client must purchase access to a new course.
7. The following rules apply to the support for setting up the workplace:
 - a. User completes a workplace screening via the Application after which User will make the necessary changes independently based on PreActive's advice;
 - b. An ergonomic assessment can be carried out on the Customer's premises.
The Client's employee is screened by a member of PreActive.
8. The content of the webinar, workshop and/or counselling provided by PreActive and the advice given during the webinar, workshop and/or counselling shall not be binding and shall only be of an advisory nature, but PreActive shall observe its duties of care. The webinar, workshop and/or guidance shall be tailored as far as possible to the wishes of Client as well as the needs of the participant(s) concerned.
9. Prior to the commencement of the webinar, workshop and/or counselling session, the Client shall inform PreActive in writing of all circumstances that are or may be of importance, including any points and priorities to which the Client wishes attention.

Article 16 - Additional work and amendments

1. If during the execution of the Agreement it becomes apparent that the Agreement needs to be amended, or further work is required at the request of the Client in order to achieve the desired result of the Client, the Client shall be obliged to pay for such



additional work in accordance with the agreed rate. PreActive is not obliged to comply with this request, and may require the Client to enter into a separate Agreement for this purpose.

2. The Client may make changes (or have changes made) to the scope and/or content of the SaaS Service. The additional costs associated with this will be for the account of the Client. The Client will be informed about this as soon as possible. If the Client does not agree, the Parties must consult with each other. The Client may only terminate the Agreement in writing with effect from the date on which the change takes effect if the changes are not related to changes in relevant legislation or regulations, or if PreActive bears the costs of the change.

Article 17 - Prices and payment

1. All prices are stated exclusive of turnover tax (VAT), unless otherwise agreed.
2. PreActive shall provide its services in accordance with the agreed package price.
3. If the Agreement is entered into for a year, this fee may be paid either in one lump sum in advance per year or per month.
4. For the use of the application and/or other Services, Customer shall pay a fixed amount per User. If the number of Users is to be changed, PreActive shall be entitled to charge the agreed costs per new User.
5. At the end of each month and/or quarter an assessment shall be made of the number of Users of the Client. In the event that the number of employees who are Users of the Client has grown, an appropriate fee for the use of the services and a process for onboarding the new employees for the service of PreActive will be discussed.
6. The Client shall be obliged to fully reimburse the costs of third parties deployed by PreActive after approval of the Client, unless expressly agreed otherwise.
7. The parties may agree that the Client shall pay an advance. If an advance payment has been agreed upon, the Client shall pay the advance payment in full before a start is made with the implementation of the services.
8. The Client cannot derive any rights or expectations from an estimate issued in advance, unless the Parties have explicitly agreed otherwise.
9. PreActive is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and to the extent that these have been explicitly laid down in the Agreement.
10. The Client must pay these costs at once, without setoff or suspension, within the specified payment term as stated on the invoice, into the account number and details of PreActive made known to him.
11. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or application for payment against the Client, the payment and all other obligations of the Client under the Agreement shall become immediately due and payable.



Article 18 - Collection policy

1. All payment deadlines set by PreActive are strict deadlines. If the Client fails to fulfil its payment obligation within the stipulated payment term, the Client shall be in default by operation of law.
2. From the date that the Client is in default, PreActive shall, without any further notice of default being required, claim the statutory (commercial) interest from the first day of default until full payment, and compensation for extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code, to be calculated in accordance with the graduated scale set out in the Decree on the compensation of extrajudicial collection costs of 1 July 2012.
3. If PreActive has incurred more or higher costs which are reasonably necessary, such costs shall qualify for reimbursement. The judicial and execution costs incurred shall also be borne by the Client.

Article 19 - Privacy, data processing and security

1. PreActive shall handle the (personal) data of Client and visitors of the application and/or website with care and shall only use these in accordance with the privacy statement. If requested, PreActive shall inform the person involved accordingly.
2. The Client is personally responsible for the processing of data that are processed using a Service of PreActive. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. Within this framework, the Client indemnifies PreActive against any (legal) claim related to these data or the execution of the Agreement.
3. If PreActive is required under the Agreement to provide security for information, this security shall comply with the agreed specifications and a security level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved.
4. Parties must act in conformity with the General Data Protection Regulation and comply with the obligations arising therefrom, as well as with other applicable laws and regulations. Parties shall enter into a processing agreement for this purpose.
5. Client has obligations towards third parties under the General Data Protection Regulation. These include, but are not limited to, the obligation to provide information, to allow inspection, to correct and remove personal data of those involved. Client is solely and fully responsible for the proper fulfilment of these obligations. PreActive shall be "Processor" within the meaning of the AVG with regard to these personal data. PreActive shall provide support as much as technically possible.



Article 20 - Suspension

1. PreActive shall be entitled to retain the data, data files, software and more received or realised by it if the Client has not yet fulfilled his payment obligations (in full), even if he would have been obliged to do so.
2. PreActive shall be authorised to suspend the fulfilment of the obligations incumbent upon it as soon as the Client is in default of the fulfilment of any obligation arising from the Agreement, including the late payment of its invoices. The suspension shall be immediately confirmed to the Client in writing. In that case, PreActive shall not be liable for any damage, in whatever form, arising from the suspension of its activities.

Article 21 - Force Majeure

1. PreActive shall not be liable if it is unable to fulfil its obligations pursuant to the Agreement as a result of a force majeure situation.
2. Force majeure on the part of PreActive shall in any case include, but shall not be limited to (i) force majeure of suppliers to PreActive, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended by the Client to PreActive, (iii) defectiveness of items, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of internet, data network and telecommunication facilities (for example due to cyber crime, hacking and DDoS attacks), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems and (x) other situations which in the opinion of PreActive fall outside its sphere of influence and which temporarily or permanently prevent the fulfilment of its obligations.
3. If a situation of force majeure lasts longer than two months, the Agreement may be dissolved in writing by either of the Parties. If any performances have already been carried out pursuant to the Agreement, in such a case settlement shall be effected proportionately without any obligation of either party towards the other.
4. If PreActive has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it shall be entitled to separately invoice the part already delivered or the deliverable part, and the Client shall be obliged to pay this invoice. However, this does not apply if the part already delivered or deliverable has no independent value.

Article 22 - Limitation of liability

1. If there is an attributable shortcoming on the part of PreActive, PreActive shall only be obliged to pay any compensation if the Client has given notice of default to PreActive within 14 days after the discovery of the shortcoming, and PreActive has subsequently failed to remedy this shortcoming within the reasonable period of time stated in the notice of default. The notice of default must be submitted in writing and



contain such a precise description of the shortcoming or the defect that PreActive is able to respond adequately.

2. If the provision of Services by PreActive leads to liability of PreActive, such liability shall be limited to the costs charged in connection with the Service (but at most over a period of 12 months prior to the notice of default) in respect of direct damage. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, to determine the cause of damage, the direct damage, the liability and the manner of recovery as well as the costs of emergency provisions.
3. PreActive shall not be liable for consequential damage, indirect damage, trading loss, loss of profits and/or losses, missed savings, damage due to business stagnation and damage as a result of the use of Services provided by PreActive, damage due to loss of data, damage due to exceeding of delivery terms, consequential damage and damage due to delay and loss of interest.
4. PreActive shall not be liable for damage that is or may be the result of any act or omission on account of (incomplete and/or incorrect) information on the website and/or Application or on linked websites.
5. PreActive is not responsible for errors and/or irregularities in the functionality of the Application, failures or the unavailability of the Application for any reason whatsoever.
6. The liability of PreActive for (the functioning of) third-party plug-ins is excluded.
7. The Client is himself responsible for the correct security of his own computer, protection of passwords and more. PreActive shall under no circumstances be liable for this.
8. PreActive cannot guarantee the correct and complete transmission of the content of email sent by or on behalf of PreActive, nor the timely receipt thereof.
9. The Client guarantees the correctness and completeness of the information provided by him.
10. Any advice provided by PreActive on the basis of incomplete and/or incorrect information provided by the Client shall never constitute grounds for liability on the part of PreActive.
11. The content of the advice provided by PreActive is not binding and is of an advisory nature only. The Client shall decide for himself and at his own responsibility whether to follow the proposals and advice of PreActive referred to herein. All consequences (including physical injury and/or aggravation of the complaints) arising from the following of the advice shall be for the account and risk of the Client. Client shall at all times be free to make his own choices that deviate from the advice given by PreActive. PreActive shall not be obliged to make any form of restitution if this is the case.
12. If a third party is engaged by or on behalf of the Client, PreActive shall never be liable for the actions and recommendations of the third party engaged by the Client, nor for the processing of results (of advice drawn up) of the third party engaged by the Client in PreActive's own advice.
13. All claims of the Client due to shortcomings on the part of PreActive shall lapse if they have not been reported to PreActive in writing, stating the reasons. Any claim for compensation against PreActive must always be reported in writing, but at the latest



within one year after the Client was aware or could reasonably have been aware of the facts on which his claims are based. The liability of PreActive shall in any case end after a period of one year following termination of the Agreement between the Parties.

Article 23 - Secrecy

1. PreActive and Client undertake to keep secret all (confidential) information obtained in the context of an Agreement. The confidentiality arises from the Agreement or can reasonably be expected to arise from confidential information. Parties will observe strict confidentiality with regard to all information they obtain about each other and from each other. All information and data carriers of the other Party shall not be made available to third parties and must remain strictly confidential, unless the other Party has given its express prior written consent to do so.
2. The Client is obliged to keep all materials provided by PreActive secret and not to disclose them to third parties or give them in use, unless PreActive has given its express consent to do so.
3. If PreActive is obliged on the basis of a statutory provision or a judicial decision to (co-)disclose confidential information to a third party designated by law or by a competent court, and PreActive cannot appeal to a right of non-disclosure, PreActive shall not be obliged to pay any compensation and the Client shall not be entitled to dissolve the Agreement.
4. PreActive and the Client shall also impose the obligation of confidentiality on any third parties engaged by them.

Article 24 - Intellectual Property Rights

1. All IP rights and copyrights of PreActive, including but not limited to the Application made available, all designs, models, reports, advice, content, webinars and workshops shall be held exclusively by PreActive and/or third parties or suppliers if these rights already belong to others than PreActive, and shall not be transferred to the Client unless expressly agreed otherwise.
2. The Client is forbidden to disclose and/or multiply, change or make available to third parties all documents and software on which the IP rights and copyrights of PreActive are vested without the express prior written consent of PreActive and an agreed remuneration. If the Client wishes to make changes to the goods delivered by PreActive, PreActive must explicitly approve the intended changes.
3. Client is forbidden to use the products on which PreActive's intellectual property rights rest otherwise than as agreed upon in the Agreement. Client only receives a non-exclusive non-transferable right of use of the Application and content, unless expressly agreed otherwise.
4. Furthermore, the Client is not permitted to change or remove any designation concerning the confidential nature, copyrights, trade names, brands or any other



intellectual property right from the Application, Documentation and/or other materials.

5. The parties will inform each other and act jointly against any infringement of PreActive's IP rights.
6. The Client shall indemnify PreActive against claims of third parties in respect of (possible) infringements and/or claims of third parties relating to what has been made available to the Customer under the Agreement. The Client shall inform PreActive immediately about such infringements and/or claims.
7. Any infringement by the Client of the IP rights (and copyrights) of PreActive shall be punishable by a single penalty in the amount of € 10,000 (in words: ten thousand euros) and a penalty of € 500 (in words: five hundred euros) for each day that the infringement continues.

Article 25 - Safeguarding and correctness of information

1. The Client is himself responsible for the accuracy, reliability and completeness of all data, information, documents and/or records he provides to PreActive in the context of the Agreement. The Client is also responsible for these data if they originate from third parties.
2. The Client shall indemnify PreActive against any liability arising from the non-fulfilment or late fulfilment of the obligations set out in the previous paragraph.
3. The Client shall indemnify PreActive against claims of third parties relating to intellectual property rights on the data and information provided by the Client, which may be used for the fulfilment of the Agreement, as well as with regard to the content of the advice and reports drawn up by PreActive.
4. If the Client provides electronic files, Website or information carriers to PreActive, the Client guarantees that these are free of viruses and defects.

Article 26 - Complaints

1. If Client is not satisfied with the service or products of PreActive or otherwise has complaints about the execution of the Agreement, Client shall be obliged to report these complaints as soon as possible, but no later than within 14 days after the relevant cause that led to the complaint has arisen. Complaints can be reported verbally or in writing via info@pre-active.com with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client in order for PreActive to deal with the complaint.
3. PreActive shall respond to the content of the complaint as soon as possible, but no later than within 14 days after receipt of the complaint.
4. The parties shall endeavour to find a solution together.



Article 27 - Applicable law

1. The legal relationship between PreActive and Client shall be governed by Dutch law.
2. PreActive may unilaterally amend these general terms and conditions. The most current version can be found on the website.
3. All disputes arising from or as a result of the Agreement between PreActive and Client shall be settled by the competent court of the District Court of Amsterdam, unless mandatory law stipulates another competent court.

Amsterdam, 11 May 2022