



Conflict Management Services B.V.

Present 24 Trading under the name Present 24

General Terms and Conditions

Article 1. Definitions

1.1. In these General Terms and Conditions, the following terms are used with the following meaning unless explicitly indicated otherwise or the context requires otherwise:

- a. Conflict Management Services, hereinafter referred to as CMS, the user of these General Terms and Conditions;
- b. CMS trades under the names Present24, established at Louis Braillelaan 80 in Zoetermeer, registered with the Chamber of Commerce under Commercial Register no. 59241748;

- c. Client: the other party for whom CMS performs work or with whom CMS enters into an agreement;
- d. agreement: the agreement between CMS and the Client or Parties;
- e. online platform: the online platform used in full by CMS in the context of mediation work, if applicable.

Article 2. General

2.1. These General Terms and Conditions apply to all agreements or offers between CMS and the Client or Parties to which CMS has declared these General Terms and Conditions applicable.

2.2. These General Terms and Conditions also apply to all agreements with CMS for the performance of which third parties must be engaged.

2.3. Deviations from these General Terms and Conditions will only be valid if expressly agreed in writing.

2.4. The applicability of any purchase or other terms and conditions of the Client is expressly rejected.

2.5. If one or more of the provisions of these General Terms and Conditions are invalid or void, the remaining provisions of these General Terms and Conditions will continue to apply in full. CMS and the Client will then consult in order to agree new provisions to replace the invalid or void provisions, respecting the purpose and intent of the original provision as much as possible.

Article 3. Offers and Quotes

3.1. All quotes are non-binding, unless otherwise indicated.

3.2. The Client warrants the accuracy and completeness of the requirements and specifications of the performance and other data on which CMS bases its offer or quote, provided by or on behalf of the Client to CMS.

3.3. Prices stated in offers or quotes do not automatically apply to future orders.

3.4. CMS will not be bound by its quotes or offers or other publications if it can be reasonably understood that the quotes or offers or other publications, or any part thereof, contain an obvious mistake or clerical error.

3.5. Anything provided by CMS in the context of a quote will remain its inalienable property and must be returned by the Client immediately upon CMS' first request.

Article 4. Conclusion of the Agreement

4.1. The agreement will be concluded at the time of acceptance by the Client of the offer and the fulfilment of the conditions thereby imposed.

Article 5. Execution of the Agreement

5.1. CMS will perform the work to the best of its ability and in a professional manner.

5.2. To the extent permitted, CMS will acquaint itself sufficiently with the objectives of the Client. However, CMS cannot guarantee the achievement of any intended result.

5.3. CMS and the Client will consult regularly during the performance of the agreement about the state of affairs and the manner in which the agreement is being performed.

5.4. CMS is permitted to have all or part of the agreement performed by third parties.

5.5. CMS will not start the mediation work until the Parties to whom the work relates have accepted the mediation agreement.

5.6. CMS cannot guarantee that the mediation work will result in no legal action being taken or having to be taken.

5.7. CMS does not guarantee that the online platform will operate without interruption or errors or that all errors will be corrected.

Article 6. Obligations of the Client

6.1. The Client must refrain from any conduct that makes it impossible for CMS to properly fulfil the order.

6.2. The Client will ensure that all data, equipment or premises that CMS indicates are necessary or that the Client should reasonably understand are necessary for the performance of the agreement, will be available in good time.

6.3. The Client will ensure that the employees of the Client's organisation involved in the work are available in good time.

6.4. The Client indemnifies CMS against any claims from third parties, which suffer damage in connection with the performance of the agreement and which is attributable to the Client.

6.5. The Client is obliged to inform CMS immediately of any facts and circumstances that may be relevant in connection with the performance of the agreement.

6.6. To the extent that the Client has undertaken, in connection with the performance of the agreement, to perform or have performed certain work, the Client is responsible for timely performance.

6.7. If login data are provided to the Client as part of the agreement, the Client will treat these login data

confidentially and will ensure that these login data are not used by unauthorised third parties.

6.8. The Client will ensure the proper functioning of its equipment used to access and use the online platform. The Client is responsible for the use and proper application in its organisation of the online platform and for complying with any instructions and/or advice given by CMS.

Article 7. Information from the Client

7.1. The information to be provided by the Client when entering into and during the Agreement must be correct and complete.

7.2. The Client acknowledges that the performance of the agreement by CMS may be delayed if the information provided by the Client is incorrect or incomplete.

7.3. If the information provided by the Client is incorrect or incomplete, CMS is entitled to suspend performance of the agreement.

7.4. The information provided by the Client will only be used by CMS in the context of the agreement.

Article 8. Exclusivity

8.1. If CMS performs mediation work under the agreement, the Client is not permitted to enter into an agreement with a third party during the agreement that

is equal or similar to the agreement that the Client has entered into with CMS, unless otherwise agreed.

Article 9. Amendments to the Agreement

9.1. If during the performance of the agreement, it becomes apparent that a change or supplement to the work to be carried out is necessary for its proper

performance, the Parties will promptly and in mutual consultation amend the agreement accordingly.

Article 10. Term of Execution

10.1. If CMS has indicated a period within which it will execute the work, this period will not be regarded as a deadline.

10.2. In the event that a term of execution agreed with the Client is exceeded as a result of an event, which is in

fact beyond the control of CMS and cannot be attributed to its acts and/or omissions, the term of execution will automatically be extended by the period that CMS is unable to execute the work due to force majeure.

Article 11. Price

11.1. All prices or rates quoted are exclusive of VAT.

11.2. The prices and rates depend on the service that the Client purchases from CMS.

11.3. If during the performance of the agreement there are changes in cost components, for example as a result of laws, decisions or decrees by the government, or other cost elements, CMS may change the agreed prices or rates.

11.4. CMS is entitled to adjust its rates annually based on the CBS "business services" index.

11.5. An increase in the price or rate will only be implemented by CMS 3 months after entering into the agreement. CMS will notify the Client in writing or by e-mail of the proposed change in fees one month prior to the change.

11.6. If a fixed price is agreed, CMS is entitled to increase the fixed price if, during the performance of the work, it becomes apparent that the originally agreed or expected

amount of work was underestimated to such an extent when the agreement was concluded, and this is not attributable to CMS, that CMS cannot reasonably be expected to perform the agreed work at the originally agreed price.

11.7. If CMS performs work for the Client based on an hourly rate, the hourly rate will also be charged for travel time.

11.8. Quoted hourly rates are exclusive of travel and accommodation expenses.

Article 12. Cancellation of an Appointment

12.1. The Client may cancel an appointment made with CMS in the context of mediation 48 hours before the start of the appointment free of charge.

12.2. If the Client fails to cancel an appointment that

cannot take place or cancels it too late, the Client will be charged 2 hours at the hourly rate applicable at the time.

Article 13. Payment and Invoicing

13.1. Payment must be made within 14 days of the invoice date.

13.2. Invoices will be issued monthly, unless otherwise agreed. If the Client fails to pay an interim invoice on time, CMS will be entitled to suspend performance of the work until the full outstanding invoice amount is paid. CMS will not be liable for any damage suffered by the Client as a result of the suspension.

13.3. If the Client fails to pay within the specified payment period, the Client will be in default by operation of law after CMS has given the Client at least one payment reminder to pay within a reasonable period. In that case, the Client will owe statutory interest from the

date on which the amount due becomes due until the time of payment. In addition, all collection costs, after the Client is in default, both judicial and extrajudicial, will be borne by the Client.

13.4. CMS may retain goods, property rights, data, documents, data files received or generated under the agreement, despite any existing obligation to surrender, until the Client has paid all amounts due to CMS.

Article 14. The Agreement between the Client and an Employee or Customer

14.1. CMS is not a party to the settlement agreement between the Client and an employee and is therefore not responsible if the relevant employee fails to comply with their obligations to the Client.

14.2. CMS is not a party to the order agreement or purchase agreement between the Client and a customer

and is therefore also not responsible if the relevant customer fails to fulfil their obligations to the Client.

14.3. If the Client's counterparty is in default towards the Client, this is a matter between the Client and the relevant counterparty. CMS can never be held liable for the actions of the Client's counterparty.

Article 15. Complaints

15.1. Complaints about work performed should be made by the Client to CMS immediately and in writing. The notice of default should contain as detailed a description as possible of the shortcoming, so that CMS is able to respond adequately.

15.2. After submitting the complaint, the Client should give CMS the opportunity to investigate the merits of the

complaint and, if necessary, to still perform the agreed work.

15.3. If it is no longer possible or useful to still perform the agreed work, CMS will only be liable within the limits of Article 18 of these General Terms and Conditions.

Article 16. Dissolution

16.1. CMS is entitled to dissolve the agreement if the Client fails to comply with its obligations under the agreement.

16.2. Furthermore, CMS is authorised to dissolve the agreement if circumstances arise of such a nature that performance of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered continuation of the agreement can no longer be reasonably expected.

16.3. In case of liquidation, of (application for)

suspension of payment or bankruptcy, of attachment - if and to the extent that the attachment has not been lifted within 3 months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, CMS will be free to dissolve the Agreement immediately and with immediate effect, without any obligation on its part to pay any damages.

Article 17. Liability and Prescription

17.1. CMS cannot be obliged to compensate any damage, which is a direct or indirect result of:

- a. an event, which is in fact beyond its control and thus cannot be attributed to its acts and/or omissions;
- b. any act or omission by the Client, their employees, or other persons employed by or on behalf of the Client.

17.2. CMS is not liable for any damage, of whatever nature, due to CMS having relied on incorrect and/or incomplete information provided by the Client.

17.3. CMS accepts no liability whatsoever if, against the advice of CMS, the Client demands that certain work should proceed anyway.

17.4. CMS is not responsible for the accuracy of data provided by a third party, such as an employee or (potential) customer of the Client. CMS is therefore not liable if it appears that a third party has provided the Client and/or CMS with incorrect and/or incomplete information.

17.5. If the Client should default in the proper fulfilment of their obligations towards CMS, the Client will be liable for any damage on the part of CMS caused directly or indirectly as a result.

17.6. CMS can never be held liable for the acts and/or omissions of third parties.

17.7. CMS cannot be held liable by the Client if the result of the work performed by CMS does not meet the expectations of the Client.

17.8. CMS can in no way be held liable for the loss of the Client's login details.

17.9. CMS does not guarantee that the online platform will be accessible at all times and without interruptions or breakdowns. CMS endeavours to keep the services

accessible 7 days a week, 24 hours a day, but may interrupt access, including for maintenance work, updating and/or for any other technical reason.

17.10. CMS is not liable for any damage suffered by the Client as a result of the interruptions referred to in paragraph 9 of this Article, unless the interruption is unreasonably long due to the actions of CMS.

17.11. CMS will never be liable for any damage of any kind suffered by the Client in connection with the functioning or non-functioning of the Client's Internet connection, hardware and software.

17.12. If a potential customer of the Client ultimately does not wish to enter into an agreement with the Client, CMS can never be held liable for this.

17.13. CMS will never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

17.14. If CMS should be liable for any damage, CMS's liability will be limited to the invoice amount or to that part of the order to which the liability relates, up to a maximum of the amount charged by CMS to the Client in the six months preceding the damage event.

17.15. The limitations of liability included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of CMS or its subordinates.

17.16. The Client must bring any legal action within 1 year if the Client is not satisfied with the work or the actions of CMS. If the Client does not act in a timely manner, the legal claim will lapse.

Article 18. Force Majeure

18.1. CMS will not be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not due to fault, and which is not for its account under the law, a legal act or generally accepted practice.

18.2. The Parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 2 months, each of the Parties will be entitled to dissolve the agreement,

without any obligation to pay damages to the other party.

18.3. To the extent that CMS at the time of the occurrence of force majeure has already partly fulfilled its obligations under the agreement or will be able to fulfil them, and the part fulfilled or to be fulfilled is of independent value, CMS is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 19. Confidentiality

19.1. Both parties are obliged to keep confidential all confidential information they have obtained within the framework of their agreement from each other or from another source. Information will be considered confidential if this has been communicated by the other Party or if it derives from the nature of the information. The Party receiving confidential information will only use it for the purpose for which it was provided.

19.2. CMS will process any personal data it receives from the Client in accordance with the General Data

Protection Regulation (GDPR).

19.3. If, pursuant to a statutory provision or a judicial decision, CMS is obliged to disclose confidential information to third parties designated by law or by the competent court, and CMS cannot invoke a statutory right to refuse to give evidence or a right recognised or permitted by the competent court, CMS will not be obliged to pay damages or compensation.

Article 20. Intellectual Property

20.1. The intellectual property rights to any documents, drawings, advice, sketches, designs, software and the like provided or made available to the Client by CMS will always belong to CMS. The Client is not permitted to publish or reproduce any documents, drawings, advice, sketches, designs, software and the like that have been made available, unless CMS has given express permission to do so.

20.2. By giving an instruction to publish or reproduce objects protected by the Copyright Act or any other statutory regulation in the field of intellectual property, which have been made available by or on behalf of the Client, the Client declares that there is no infringement of any statutory regulations or protected rights of third parties and indemnifies CMS against any claims made by third parties in this respect or for the direct and indirect consequences, both financial and otherwise, arising from the publication or reproduction.

20.3. All intellectual property rights and similar rights to protect information relating to the online platform made available belong exclusively to CMS or its licensors.

20.4. CMS is permitted to take and maintain technical measures to protect intellectual property rights in the online platform.

20.5. The Client is not permitted to remove, change or make unrecognisable any designation concerning the

confidential nature or concerning copyright, trademarks, trade names or other intellectual property rights from the online platform, databases, documentation, equipment or materials.

20.6. The Client is aware that the online platform contains confidential information and trade secrets of CMS or its licensors. The Client undertakes to keep all information about the online platform confidential, not to disclose it to third parties or give it for use and to use it only for the purpose for which it has been made available to it.

20.7. CMS grants the Client the licence to use the online platform for the duration of the agreement. CMS grants the Client a non-exclusive licence to use the online platform.

20.8. The licence is not transferable. The Client is not permitted to sell, rent, sub-licence, alienate or grant limited rights to the online platform or to make it available to a third party in any way or for any purpose or to give a third party access to the online platform, whether remotely or otherwise.

20.9. If the Client, by breaching the provisions of the previous paragraph, provides a third party with the unauthorised use of the online platform, CMS will recover from the Client the full damage suffered as a result of the breach of the previous paragraph.

Article 21. Final Provisions

21.1. The version of the General Terms and Conditions in force at the time the agreement was entered into always applies, unless the Client has accepted the validity of a revised version of the General Terms and Conditions after the conclusion of the agreement.

21.2. The Parties will only appeal to court after they have made every effort to settle a dispute by mutual agreement.

21.3. Any agreement between CMS and the Client is governed by Dutch law.

21.4. All disputes relating to agreements between the Client and CMS will be submitted to the competent court in the district where CMS has its registered office.
