

GENERAL TERMS AND CONDITIONS

FOR QUOTATIONS AND AGREEMENTS REGARDING THE PROVISION OF
PRODUCTS AND SERVICES BY

Flowz

Knollendamstraat 123
1013 TM Amsterdam, Netherlands
(Chamber of Commerce no. 34382694)

Article 1 Applicability of these Terms and Conditions

1. These Terms and Conditions shall apply to all quotations and/or to all agreements regarding the provision of products, services or consultancy by Flowz.
2. Other terms and conditions shall hold only if those are confirmed in writing by Flowz and only for the specific agreement for which those other terms and conditions have been made.

Article 2 Period of validity for quotations

The quotations made by Flowz shall remain valid for a maximum of thirty (30) days, unless otherwise specified. Flowz is bound to the quotation if the Client has confirmed the assignment in writing within the term specified in the quotation.

Article 3 Formation of agreements

1. The agreement between Flowz and the Client shall go into effect a) upon Flowz's receipt of the Client's written confirmation of the quotation, b) upon Flowz's written confirmation of the assignment that the Client has given in writing, by telephone or in person, or c) the moment Flowz begins carrying out an awarded assignment, in accordance with that assignment.
2. Additions to and/or deviations from agreements only become binding for Flowz after and inasmuch as they have been accepted as specified in Article 1, paragraph 2.

Article 4 Agreement and assignment

1. In the agreement, the scope of the assignment is determined by the description given in the quotation of products, services or consultancy and the activities stemming from those.
2. Flowz shall carry out the work to the best of its knowledge and ability. In doing so, Flowz shall endeavour to achieve a useful result for the Client in the sense of a report, recommendation, training programme, etc.
3. The assignment shall be carried out within the estimated term specified in the quotation. (See Article 6 'Delivery times and cancellation'). It is not always possible to give an exact indication of the amount of time required to carry out an assignment, considering that the required time may be subject to factors beyond the control and influence of Flowz, such as the quality of

the information and the cooperation it receives.

4. Every assignment to be carried out shall have a designated project leader. This project leader may at any time call in the assistance of one or more employees of Flowz or of third parties hired by Flowz, to be specified by the project leader.
5. The assignment is considered finished on the part of Flowz if the result specified in the agreement has been delivered.
6. The final settlement shall take place following completion of the assignment as referred to in paragraph 5 of this article.

Article 5 Rates

1. Unless otherwise stated, all rates mentioned by Flowz in a quotation and/or an agreement are exclusive of value-added tax (BTW), exclusive of subsistence expenses and exclusive of expenses for travel outside of the Netherlands. Activity expenses can be part of an agreement, in which case those shall be mentioned separately.
2. If the quotation or agreement includes an indicative price, the amount to be paid shall be determined on the basis of subsequent costing using Flowz's standard rates and methods, which have been made known to the Client in writing in advance. If, while an agreement is being carried out, a price increase occurs due to factors that fall outside of the responsibility of Flowz, this price increase shall be passed on to the Client. Flowz is required to inform the Client as soon as possible if factors exist or arise that could lead to a price increase.
3. Fees for the assignment can be tendered as hourly rates, half-day rates, full-day rates or lump sums.
4. In the event that an agreement involves half-day units, a half-day unit is to be understood as a morning, an afternoon or an evening. Work activities that require fewer than two hours shall be included in the quotation as 0.5 half-day units.
5. Agreements about travel and subsistence expenses shall be made at the start of the assignment.

Article 6 Delivery times and cancellation

1. The delivery times of products, services or consultancy shall be estimated in the event it is not possible to give a specific delivery date.

2. No failure to meet the delivery time on the part of Flowz can ever serve as grounds for the Client to claim damages, even after a notice of default has been issued.
3. The Client is allowed to cancel an assignment up to 21 days prior to its execution without incurring costs. Any preparatory activities that had already carried out upon cancellation shall be invoiced to the Client at 100%.
4. If cancellation takes place within 21 days and up to 72 hours prior to the execution of the assignment, 50% of the expenses and the fee included in the budget shall be compensated by the Client.
5. If cancellation takes place within 72 hours prior to the execution of the assignment, 100% of the expenses and the fee included in the budget shall be compensated.
6. Cancellation costs for tickets, accommodation or locations are always entirely at the Client's expense.
7. In the event of cancellation by Flowz as a consequence of illness or urgent personal circumstances, the assignment shall in principle be postponed to a later date. In consultation, Flowz can attempt to provide a replacement to carry out the assignment on the date or dates originally planned. Flowz is not liable for any loss in revenue or damages incurred by the Client as a result of cancellations.

Article 7 Payments

1. Payments to Flowz shall take place preferably within 14 days but at the latest within 30 days after the invoice date unless another payment term has been agreed upon. In the event the Client fails to pay or fails to pay on time, the Client is obliged to pay the statutory interest rate on the entire amount, including value-added tax (BTW), without any notice of default being required.
2. Flowz reserves the right to submit partial or interim invoices in proportion with the activities that have been performed. This shall be done in consultation with the Client.
3. In the event the Client fails to provide complete payment of an invoiced amount, the sole fact of failing to provide payment on time shall have the following consequences, among others:
 - a. All outstanding claims addressed to the Client shall become immediately due and payable;
 - b. Flowz has the right, without any need for a notice of default or for legal intervention, to suspend carrying out the agreement and/or to annul the agreement entirely or partially and to claim from the Client an immediately payable penalty of the total including the amount owed by the Client as mentioned under subparagraph 3a of this article.
4. Flowz is entitled to recover from the Client any debt collection costs it may incur.
5. In the event of liquidation, bankruptcy or

suspension of payments on the part of the Client, any obligations of the Client with respect to Flowz shall become immediately due and payable.

Article 8 Retention of title

The Client may never provide the members its own organisation with any of the materials developed by Flowz or any products given by Flowz or transfer such materials or products to third parties, unless such provision or transfer of such materials or products has been stipulated in a separate agreement between parties.

Article 9 Right of use and publication

1. The Client has an exclusive right to use the results contained in written reports, memos, manuals and articles published by Flowz, for its own, internal use. Any external use of such results must be coordinated with Flowz in advance.

Article 10 Confidentiality

Parties are mutually obliged to observe confidentiality with regard to any information they receive from each other, unless agreed otherwise.

Article 11 Liability

1. Flowz can only be held liable for direct damage. The liability of Flowz or individual employees of Flowz for consequential damage, financial loss or other indirect damage is expressly excluded.
2. Direct damage is solely understood to mean:
 - a. The reasonable costs incurred in determining the cause and extent of the damage to the extent that the determination relates to damage in the sense of these Terms and Conditions;
 - b. Any reasonable costs incurred in order to hold Flowz accountable for its defective performance in relation to the agreement, unless that cannot be attributed to Flowz;
 - c. Reasonable costs incurred to prevent or limit damage to the extent that the Client can demonstrate that those costs have led to the limitation of direct damage in the sense of these General Terms and Conditions.
3. For damage as a result of non-performance in the execution of the assignment, Flowz is liable to a maximum of the amount that was agreed for carrying out the assignment. In no event shall a compensation of damages exceed EUR 15,000.
4. Flowz is not liable for damage of any kind incurred when Flowz has acted on incorrect and/or incomplete information provided by the Client.
5. If the Client provides Flowz with data carriers, electronic files or software, the Client guarantees that said data carriers, electronic files or software are free of viruses and defects.

Article 12 Complaints, disputes and the applicable law and courts of law

1. Complaints about services and products from Flowz are to be made in writing as soon as possible after the product or service in question or the invoice has been received, but in any case within 30 days. Flowz shall respond to this in writing and within 30 days.
2. Any agreement between Flowz and the Client shall be governed by Dutch law.

Article 13 Amendments to the Terms and Conditions

Flowz is entitled to amend these Terms and Conditions. Such amendments shall enter into force at the time announced for that purpose. Flowz shall send the Client the amended Terms and Conditions in due course. If no such time has been communicated, the amendments shall enter into force as soon as an amendment has been communicated to the Client.

The total number of articles of these General Terms and Conditions is thirteen (13).