

GENERAL TERMS AND CONDITIONS PARTNER-MEDIATION B.V.

1. Partner-Mediation B.V. is a private limited company, with its registered office in Amsterdam, whose object is the practice of (pre-)mediation, including mediation, mediation, party counselling, (tax and other) legal activities as well as developing and providing training, courses and coaching programmes.

2. The stipulations in these general terms and conditions are not only made for the benefit of Partner-Mediation B.V., but also for all persons who work or have worked for Partner-Mediation B.V. respectively all persons engaged by Partner-Mediation B.V. in the performance of any assignment or for whose acts or omissions Partner-Mediation B.V. could be legally liable ('stipulation for the benefit of third parties').

Applicability

3. These general terms and conditions apply to all agreements of assignment between the client and Partner-Mediation B.V. (including supplementary and follow-up assignments), as well as to the phase preceding the conclusion of the assignment. An agreement for services is concluded between a client and Partner-Mediation B.V. as such and therefore not with individuals working for Partner-Mediation B.V., regardless whether it is the express or implied intention of the client that the assignment will be performed by a specific person. The effect of Articles 7:404 and 7:407(2) of the Civil Code is expressly excluded.

Offer and agreement

4. An offer is valid for 14 days unless expressly stated otherwise on the offer. Agreement between the client and Partner-Mediation B.V. is concluded by the client's signing of the offer or by Partner-Mediation B.V.'s written confirmation of the verbal or other communication made by the client in this respect.

Liability

5. If the performance of an assignment by Partner-Mediation B.V. should lead to liability, such liability shall always be limited to the amount paid in the relevant case by the insurer under Partner-Mediation B.V.'s applicable liability insurance. Liability for indirect or consequential damages is excluded under all circumstances. Claims in connection with alleged liability of Partner-Mediation B.V. must be made in writing and substantiated as soon as possible, but at the latest within three (3) months after the handling of the case concerned or the performance of the respective work or service. Claims shall in any case lapse six months after the moment the client became aware or could reasonably have become aware of the existence of a claim.

6. The performance of the agreement of assignment shall be exclusively for the benefit of the client. Third parties cannot derive any rights from the contents of the agreement of assignment or from the work performed, regardless if they are directly or indirectly interested in the result of the work. Partner-Mediation B.V. does not accept liability towards third parties for work performed for a client.

7. Where possible and reasonably appropriate, the choice of third parties to be engaged by Partner-Mediation B.V. shall be made after consultation with the client and with due

observance of the due care which can reasonably be expected from Partner-Mediation B.V.. Partner-Mediation B.V. does not bear responsibility for the manner in which engaged third parties perform their work and shall not be liable for any shortcomings of these third parties, except in case of intent or gross negligence on the part of Partner-Mediation B.V. If these third parties wish to limit their liability in connection with the performance of an assignment for the benefit of Partner-Mediation B.V.'s client, Partner-Mediation B.V. shall be entitled to accept such a stipulation without prior consultation with the client. The client shall indemnify Partner-Mediation B.V. as well as all individuals as referred to in Article 2 in respect of claims of third parties, that claim to have suffered damages by or in connection with the work performed by or on behalf of Partner-Mediation B.V. for their benefit.

Rates

8. Partner-Mediation B.V. has the right to change its hourly rates periodically (per 1 January of each year). The client will be informed in writing as soon as possible about a change in hourly rates. The fee in respect of the work performed by Partner-Mediation B.V. shall be determined on the basis of the hours worked multiplied by Partner-Mediation B.V.'s hourly rates. Hourly rates are always exclusive of VAT.

Cancellation by Client

9.a If the client cancels an assignment less than one week before the start of the related services, the quoted costs or reserved time will be charged in full.

9.b Upon written cancellation by the client of an assignment to provide a course or training (or comparable service) between one month and one week before the commencement of the service concerned, 50% of the quoted costs or reserved time will be charged; for other services, 50% of the quoted costs or reserved time will be charged upon written cancellation between two weeks and one week before the commencement of the service concerned.

c. No cancellation fee will be charged for cancellation earlier than the moments mentioned under b.

d. Despite cancellation, Partner-Mediation B.V. is entitled to charge all costs incurred by it in full. This includes, for example, costs related to the development of a training or educational program, as well as costs related to the reserving or hiring of locations, materials, services or otherwise from (a) third party (parties), if and to the extent these cannot reasonably be cancelled free of charge.

Payment

10. Invoices of Partner-Mediation B.V. must be paid within 14 days after the invoice date, without any deduction or set-off.

If the client has not paid an invoice within this term of payment, Partner-Mediation B.V. is entitled to charge the applicable legal interest per month or part thereof on the amount of this invoice, calculated from the due date, without any summons or notice of default being required. If and as soon as Partner-Mediation B.V. subsequently hands over the claim for collection, the client shall additionally owe Partner-Mediation B.V. all collection costs, both judicial and extrajudicial, amounting to at least 15% of the amount to be collected with a minimum of € 750 per unpaid invoice.

IP rights

11. The copyright and all other intellectual property rights to all work and course documentation and materials and presentations and the like (“Materials”) used by Partner-Mediation B.V. or provided by Partner-Mediation B.V. are vested in Partner-Mediation B.V. or in respective third parties. Without Partner-Mediation B.V.'s express written consent, the client shall not publish or reproduce in any way such Materials or any parts and/or excerpts thereof.

Personal data and privacy

12. The manner in which Partner-Mediation B.V. deals with personal data and with privacy is described in the Privacy Statement attached to these terms and conditions.

Applicable law

13. All agreements between the Client and Partner-Mediation B.V. shall be governed by Dutch law. Client and Partner-Mediation B.V. will try to resolve any disputes between them primarily through mediation according to MfN rules. If no joint solution is reached, the competent court in the district of Amsterdam shall have exclusive jurisdiction.

ANNEX: PRIVACY STATEMENT
(including processing of personal data)

Partner-Mediation B.V. (hereinafter also referred to as 'we'), located at Willemsparkweg 100A 1071 HM Amsterdam, is responsible for the processing of personal data as reflected in this privacy statement. In this privacy statement, you can find information on how we handle personal data. If, after reading this privacy statement, you still have remaining questions, if you wish to exercise your rights under the General Data Protection Regulation ('AVG') or other laws and regulations on personal data, or if you wish to lodge a complaint about the use of your personal data, please contact us.

Contact details

Partner-Mediation B.V.
Willemsparkweg 100A 1071 HM Amsterdam
E: contact@partner-mediation.nl
T: +31 20 7850527

If you are not satisfied with the handling of your complaint about the processing of personal data or if you prefer not to submit your complaint to us, you can also submit it to the Authority for Personal Data, via the website www.autoriteitpersoonsgegevens.nl.

Personal data we process:

Partner-Mediation B.V. processes your personal data because you use our services and/or because you provide them to us yourself. Below is an overview of the personal data we process:

- First name and surname
- Gender
- Date of birth
- Place of birth
- Address details
- Phone number
- E-mail address
- Bank account number

Special and/or sensitive personal data we process:

We process the following special and/or sensitive personal data about you:

- Citizen service number (BSN)

For what purposes and on what basis we process personal data:

Partner-Mediation B.V. processes your personal data for the following purposes:

- To be able to call or e-mail you if necessary to perform our services;
- To inform you about changes to our services and products;
- To deliver goods and services to you;
- Billing;
- To process personal data if we are legally obliged to do so, such as data we need for our tax return.

How long we keep personal data:

We do not keep personal data longer than strictly necessary to realise the purposes for which data are collected.

Mediation file:

We keep the (mediation) file, and the personal data contained therein, in connection with the maximum limitation period, for twenty years after the file is closed,. In special circumstances we keep a file longer than twenty years, for example if the limitation period is interrupted or if the mediator considers that there is another legitimate interest to keep the file longer.

Administration:

In order to comply with tax obligations we keep our records, including invoices and other records that refer to the parties' personal data for a period of seven years after the end of the respective financial year (or longer if required by law).

Other contact data:

We keep other contact data for one year after the last contact, unless you request us to delete it earlier.

Sharing personal data with third parties:

Partner-Mediation B.V. does not sell your data to third parties and only provide these data if necessary for the execution of our agreement or to comply with legal obligations. We conclude a processor agreement with companies that process your data on our behalf to ensure the same level of security and confidentiality of your data. Partner-Mediation B.V. remains responsible for this processing.

Cookies, or similar techniques, that we use:

Partner-Mediation B.V. does not use cookies or similar techniques.

Viewing, correcting or deleting data:

You have the right to inspect, correct or delete your personal data. In addition, you have the right to withdraw your possible consent to data processing or object to the processing of your personal data by Partner-Mediation B.V. and you have the right to data portability. This means that you can submit a request to us to send your personal data that we possess in a computer file to you or another organisation named by you. You can send a request to view, correct, delete, data transfer of your personal data or a request to withdraw your consent or object to the processing of your personal data to roelof@partner-mediation.nl.

To ensure that the request for inspection is made by you, we ask you to send a (copy of) proof of identity along with the request. You may black out your passport photo, MRZ (machine readable zone, the strip of numbers at the bottom of the passport), passport number and Citizen Service Number (BSN). This is to protect your privacy.

We will respond to your request as soon as possible, but in any case within four weeks.

Please note that you have the option of submitting a complaint to the national supervisory authority, the Personal Data Authority. You can do so via the following link:

<https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

How we secure personal data:

Partner-Mediation B.V. takes the protection of your data seriously and takes appropriate measures to counter abuse, loss, unauthorised access, unwanted disclosure and unauthorised modification. If you have the impression that your data is not properly secured or there are indications of misuse, please contact our customer service or via annemarie@partner-mediation.nl

Your rights

You have the following rights:

- a. The right to inspect your personal data and receive a copy thereof.
- b. The right to rectification of your personal data if these are inaccurate or incomplete.
- c. The right to object to processing and/or - in certain cases - the right to restrict the processing of your personal data.
- d. In certain cases: the right to have your personal data erased ('right to oblivion').
- e. The right to obtain your personal data in a structured, common and machine-readable form and to transfer that data to another person.

For more information on these rights and when you can exercise them: see Articles 15 to 20 of the General Data Protection Regulation. You can exercise your rights by contacting us at the e-mail address or telephone number listed at the beginning of the privacy notice.

Amsterdam, 2024