

TERMS AND CONDITIONS

CouncilWorks is owned and operated by Impact Driven HR.

These are the terms and conditions for:

<https://councilworks.nl>

The following terms and conditions apply to the website and services offered by CouncilWorks. This includes any version of CouncilWorks accessible via desktop, mobile, tablet, social media or other devices. By using the website and services, you agree to be bound by these terms and conditions.

Please read these terms and conditions carefully before using or obtaining any information or services from CouncilWorks.

1. DEFINITIONS

In these terms and conditions, the terms used are defined below, unless otherwise stated:

Agreement: Refers to the agreement to provide services in connection with the provision of Services, whether to individual participants or groups of the Client, in the broadest sense of the word. This includes any agreed order confirmations, quotations and similar documents, including orders placed electronically.

Budget: The offer submitted by CouncilWorks for the conclusion of an agreement.

Client: Refers to the natural person (consumer), natural person acting in the exercise of his business or professional activity, and/or legal entity that has engaged CouncilWorks for the provision of Services.

Conditions: Refers to these general terms and conditions of CouncilWorks.

Course: any training program, educational session or any other mode of education, whether face-to-face or online, provided or organized by CouncilWorks, including components of such programs.

Data Leak: Any security incident that results in the destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

Data Subject: The identified or identifiable natural person to whom the Personal Data processed relates.

CouncilWorks: Refers to the private company operating under the name CouncilWorks, as well as the private company operating under the name Impact Driven HR, registered in the Chamber of Commerce with the number 95427066, and use these general terms and conditions.

Participant: The natural person who participates in courses, workshops, informative sessions and other educational activities of CouncilWorks. The Participant may be the Client itself or someone acting on behalf of the Client.

Party: Refers to CouncilWorks or the Client.

Personal Data: Any information relating to an identified or identifiable natural person.

Processing: Any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or modification, consultation, use, disclosure by stream, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Rate: The cost per unit of time worked by CouncilWorks, or the cost of a specific Course or Service.

Services: Refers to activities performed by CouncilWorks under the instructions of the Client, including consulting, providing expert advice, coaching, delivery of training courses, delivery of educational materials, organization of workshops, conferences and similar services.

Supervisory Authority: The independent public authority responsible for supervising compliance with the law in relation to the Processing of Personal Data. In the Netherlands, this is the Dutch Personal Data Authority.

Website: Refers to the CouncilWorks website (www.councilworks.nl).

2. APPLICABILITY OF THE GENERAL CONDITIONS

2.1. These General Conditions are applicable to all activities, written and/or verbal offers, quotations, orders and Agreements between CouncilWorks and the Client, whereby CouncilWorks provides services or performs activities for the benefit of the Client. This includes even those services or activities that are not specifically described in these General Terms and Conditions, as well as any activities derived therefrom.

2.2. The enforceability of any terms and conditions of the Client is explicitly rejected. If the Client rejects these Conditions by submitting in writing its own general conditions, only those clauses of the Client's conditions that do not conflict with these Conditions shall be applicable. In case of doubt as to the existence of a conflict, these Conditions shall prevail.

2.3. Any deviation from these Conditions shall only be binding if agreed by the parties in writing. If these Conditions and the written order confirmation contain conflicting terms, the terms contained in the order confirmation shall prevail.

2.4. If one or more provisions of these Conditions shall be deemed invalid or void at any time, the remaining provisions shall remain in full force and effect. In this event, CouncilWorks and the Client shall consult to agree on new provisions to replace the invalid or void provisions, taking into account as far as possible the purpose and intent of the original provisions.

2.5. CouncilWorks reserves the right to modify or supplement these Conditions. The modifications shall be effective also for Agreements already formed, observing a period of thirty (30) days after the modification has been posted on the Website and notified to the Client by mail or e-mail.

2.6. If Client does not agree to a modification that is unfavorable to Client, Client must notify CouncilWorks in writing prior to the effective date of the new Terms. CouncilWorks may choose to withdraw the modification so that it has no effect against the Client. If CouncilWorks chooses not to withdraw the modification, the Client shall be entitled to terminate the Agreement as of the effective date of the modification or on the date of receipt of the notice of termination, whichever is later.

2.7. In the event of ambiguity in the interpretation of one or more provisions of these Conditions, the interpretation shall be in accordance with the spirit of these Conditions. The applicability of these Conditions shall not be affected by the fact that CouncilWorks engages third parties for the performance of its activities or services.

3. NOTIFICATIONS

3.1. By providing CouncilWorks with your e-mail address, you agree that we may use your email address to send you important notifications and communications about our services, news and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your request through our contact information. This option may prevent you from receiving emails about our services, important news and special content.

4. SERVICES

4.1. CouncilWorks is dedicated to offering a wide range of services designed to enhance the professional and organizational development of its clients. These services include, but are not limited to, customized training, workshops, coaching, process development, consulting, creating employment terms, and negotiating employment terms. CouncilWorks is committed to conducting all of its activities with the highest level of professionalism and diligence, ensuring that the services provided meet the highest standards of quality and effectiveness.

4.2. Customized Training and Workshops: CouncilWorks develops and offers training programs and workshops tailored to the specific needs of each client. These

programs can be face-to-face or online and are designed to provide practical skills and theoretical knowledge to drive professional growth.

4.3. Coaching and Process Development: Through coaching sessions and process development programs, CouncilWorks helps individuals and organizations identify their strengths and areas for improvement, facilitating sustained growth and the achievement of their goals.

4.4. Consulting: CouncilWorks provides consulting services to assist its clients in implementing effective strategies and solutions that optimize their operations and results.

4.5. Creating employment terms and negotiating employment terms: By offering expertise, consultancy, and facilitating co-creative processes, CouncilWorks supports clients in developing employment terms that are tailored to the specific needs of both the organization and its employees.

4.6. Adaptability and Flexibility: CouncilWorks adapts to the changing needs of its clients, offering flexible and customized solutions. The company is committed to working closely with clients to ensure that the services provided are aligned with their objectives and expectations.

5. OFFERS, QUOTES AND PROPOSALS

5.1. All offers, quotes and proposals issued by CouncilWorks are considered non-binding and do not constitute a contractual obligation for CouncilWorks until accepted in writing by both parties.

5.2. Any offer, quote or proposal made by CouncilWorks shall be valid for thirty (30) calendar days from the date of issuance, unless a different period is explicitly specified in writing.

5.3. CouncilWorks's quotes and offers are based on the information and details provided by the Client. It is the Client's responsibility to ensure that such information is accurate and complete. In the event that the details provided are incorrect or incomplete, CouncilWorks reserves the right to adjust quotes and offers accordingly, without this giving rise to any rights or claims in favor of the Client.

5.4. CouncilWorks shall not be liable for any quotation or offer containing obvious errors or mistakes that the Client can reasonably identify. In the event that an obvious error is detected, CouncilWorks reserves the right to rectify it without any liability whatsoever.

5.5. Any change in the scope of Services requested by the Client after acceptance of a quote or offer may result in an adjustment to the originally estimated price and/or

delivery time. Such adjustments will be communicated in writing to the Client and must be accepted by both parties prior to implementation of the changes.

5.6. Acceptance of any offer, quotation or proposal by the Client must be in writing. Any verbal acceptance must be confirmed in writing to be considered valid.

5.7. All quotes, offers and proposals from CouncilWorks are confidential and are intended solely for the use of the Client to whom they are addressed. The Client undertakes not to disclose these documents to third parties without the prior written consent of CouncilWorks.

5.8. The documents, ideas and proposals contained in CouncilWorks's offers, quotes and proposals are the intellectual property of CouncilWorks and may not be used by the Client for purposes other than those provided for in the Agreement, without the express authorization of CouncilWorks.

5.9. In the event that specific additional conditions apply to a particular offer or quote, these shall be detailed in the corresponding document. Such conditions shall prevail over these conditions in the event of any discrepancy.

5.10. CouncilWorks reserves the right to withdraw any offer, quote or proposal prior to its acceptance by the Client, without incurring any liability whatsoever.

6. CONSTITUTION OF THE AGREEMENT

6.1. The agreement between the Client and CouncilWorks is formed through various actions and processes, ensuring clarity and agreement between both parties. The ways in which this agreement can be formalized include, but are not limited to:

- **Formal confirmation:** Sending an official confirmation via means such as postal mail, email, website or digital message, demonstrating acceptance of the terms by both parties.
- **Signed order confirmation:** Return of an order confirmation signed by both CouncilWorks and the Client. In case the Client sends a purchase order, this will also be considered as acceptance of the order, thus establishing the agreement.
- **Unilateral written confirmation:** Verbal or written confirmation of an order by Client, followed by a unilateral written confirmation by CouncilWorks. The term "written" includes confirmations made by email or by forms submitted through CouncilWorks's website.
- **Approval of quotation:** Signature and return of a quotation issued by CouncilWorks by the Client, which implies acceptance of the terms and conditions specified in such quotation.
- **Execution of services:** Initiation of the total or partial execution of the assignment by CouncilWorks at the Client's request. This may include scheduling

appointments, providing verbal or written advice, or performing any other agreed upon services.

6.2. CouncilWorks reserves the right to refuse or terminate any assignment if it considers that its performance would contravene its Code of Conduct. This measure is intended to maintain the integrity and ethical standards of the services provided.

6.3. In cases where assignments involve financing agreements, CouncilWorks undertakes to strictly follow additional guidelines established by the Client, thus ensuring transparency and compliance with specific financial requirements.

6.4. The Client must confirm the agreed service dates at least four (4) weeks in advance. Failure to provide such confirmation or confirmation outside the established deadline may result in delays, additional costs or even the impossibility of delivering the materials or services on the specified dates.

6.5. Any modifications to the terms of the agreement, including changes in delivery dates or the nature of the services requested, must be communicated and approved in writing between both parties. CouncilWorks will not be responsible for alterations in terms or costs that have not been previously agreed upon and documented.

7. SUSPENSION AND TERMINATION OF THE AGREEMENT

7.1. The Agreement between the Client and CouncilWorks is established for a specific duration, unless explicitly stated otherwise in the Agreement itself. Premature termination of the Agreement is not possible unless the specific termination conditions detailed below are met.

7.2. The Client and CouncilWorks have the right, in addition to any other rights to which they are entitled, to terminate the Agreement immediately and without prior notice of default or judicial intervention, by an extrajudicial written declaration, without any obligation to pay compensation to the other party, if:

- The Client or CouncilWorks is granted a (provisional) moratorium, the Client or CouncilWorks declares bankruptcy or offers its creditors a (private) arrangement or convenes a meeting of creditors.
- The business activities of the Client or CouncilWorks are liquidated, significantly interrupted or moved out of the home jurisdiction.
- A substantial part of the Client's or CouncilWorks's assets are seized.
- The Client or CouncilWorks transfers its business operations to a third party without the prior written consent of the other party.

7.3. CouncilWorks has the right to suspend the performance of its obligations or dissolve the Agreement if:

- The Client breaches or does not fully perform its obligations under the Agreement.
- CouncilWorks has reasonable grounds to believe that the Client will not perform its obligations.
- The Client fails to provide adequate security for the performance of its obligations when requested to do so.
- Significant delay on the part of the Client prevents CouncilWorks from performing the Agreement on the terms originally set forth. In addition, CouncilWorks may withhold the return of any documents, records or other material belonging to Client until all outstanding claims are satisfied in full. This withholding includes, but is not limited to, documents and materials generated in the course of providing services.

7.4. If the Agreement is dissolved, all claims of CouncilWorks to Client shall immediately become due and payable. The suspension of obligations by CouncilWorks does not affect its rights under the law and the Agreement.

7.5. Importantly, CouncilWorks shall not be liable for any consequences arising from premature termination under this clause. This includes any kind of loss, expense or damage that the Client may suffer due to the early termination of the Agreement.

7.6. The takeover, merger, acquisition, dissociation or privatization of the Client shall not be considered a valid cause for premature termination of the Agreement. Any change in the structure or ownership of the Client must be notified immediately to CouncilWorks and shall not affect the validity of the Agreement.

7.7. Any communication regarding suspension or termination of the Agreement must be in writing to ensure clarity and mutual understanding of the reasons and consequences of such actions. This formality is crucial to maintain transparency and respect between the parties involved.

8. PERFORMANCE AND OBLIGATIONS

8.1. CouncilWorks is responsible for deciding the methodology and human resources necessary for the execution of the Agreement, always seeking maximum efficiency and quality of service. While specific instructions from the Client will be considered within a reasonable framework, the final execution of the agreement will be determined by CouncilWorks. It is essential that the Client provides all necessary references and data, such as order numbers and cost items, prior to execution to ensure proper administration and follow-up.

8.2. In performing its obligations, CouncilWorks undertakes to act professionally, using its best efforts and knowledge to meet the expected standards. However, it

is important to recognize that CouncilWorks does not guarantee specific results, due to the inherently variable nature of the services provided. Close collaboration between the Client and CouncilWorks is essential; both parties must be willing to cooperate fully to facilitate the success of the project.

8.3. CouncilWorks reserves the right to subcontract or delegate portions of the work to third parties without obtaining the prior consent of the Client, if it deems this to be in the best interest of the project. However, CouncilWorks undertakes to keep the Client informed of the progress of the work by providing regular and detailed reports on the methods used and the basis for its decisions and actions.

8.4. The deadlines set forth in the Agreement are approximate and do not constitute peremptory terms. A delay in meeting these deadlines shall not be considered a breach of the Agreement by CouncilWorks and shall not result in automatic dissolution of the contract. In case of delay, the Client may set a new reasonable deadline for the completion of the tasks, always considering possible unforeseen circumstances that may affect the schedule.

8.5. For the provision of courses and training, CouncilWorks undertakes to respect the agreed dates and locations provided that these have been notified to the Client at least six weeks in advance. Any subsequent changes must be agreed upon by both parties.

8.6. With regard to projects, the following additional conditions apply:

- Budgets form an integral part of the project and any changes to its scope, methodology, project phases, analysis or reporting, agreed with the Client, may result in a cost adjustment.
- If circumstances arise during the project that require adjustments to the project configuration to maintain quality, CouncilWorks shall have the right to make these changes and charge any additional costs to the Client.
- CouncilWorks may provide time estimates for the execution of a project, but these shall not be considered strict deadlines unless explicitly agreed.

9. CODE OF CONDUCT

9.1. In the execution of the Agreement between CouncilWorks and the Client, it is essential to maintain a high standard of ethics and professionalism. Both parties are committed to protect the confidentiality of information and to exercise due diligence to ensure that sensitive data is handled appropriately. This Code of Conduct sets out the specific rules and obligations that must be followed to ensure effective and secure collaboration.

9.2. Use and protection of confidential information: CouncilWorks and the Client agree to adhere to a high standard of ethical and professional conduct in the

handling of all information provided or obtained during the performance of the Agreement. Information that is of a confidential nature, or that reasonably should be understood to be confidential, shall be used exclusively within the scope of the performance of the Agreement and shall not be disclosed to third parties without the prior written consent of the party owning such information. Both parties shall ensure that the information is handled with due diligence, implementing all necessary measures to protect the confidentiality and integrity of the data. This responsibility includes, but is not limited to, the use of secure storage systems, control of access to information, and appropriate training of personnel on the importance of confidentiality.

9.3. Retention of documentation: CouncilWorks will maintain all documentation related to executed Agreements for a period of five (5) years after termination of the Agreement. This documentation will be retained in order to allow for future accountability and reference if necessary. During this period, CouncilWorks will ensure that these documents are not used for any purpose unrelated to the purposes of the Agreement, unless explicit consent is obtained from the Client.

9.4. Security measures: To ensure confidentiality, CouncilWorks will implement strict internal policies and procedures governing access to and use of stored information. This includes appropriate technical and organizational measures to protect against unauthorized access, loss, alteration or disclosure of confidential information.

9.5. Consequences of non-compliance: Failure to comply with these standards of conduct may result in immediate termination of the Agreement and may result in legal action as permitted by applicable law. Both CouncilWorks and Client understand that confidentiality and integrity of information are fundamental to the relationship of trust between the parties and are committed to upholding these principles in all their interactions and activities.

9.6. Transparency and communication: CouncilWorks is also committed to providing regular reports to the Client on the status and progress of the Agreement, ensuring that all relevant information is communicated in a timely and accurate manner. This transparency is crucial to maintaining effective collaboration and an ongoing relationship of trust.

9.7. Access to information by third parties: Finally, any request for access to confidential information by third parties will be carefully evaluated and will only be permitted with the explicit written approval of the party that owns the information. This process ensures that confidentiality is maintained at all times and that the interests of both parties are protected.

10. PRICING, BILLING AND PAYMENT TERMS

10.1. CouncilWorks will set the fees as detailed in the order confirmation and/or the Agreement. CouncilWorks's fees do not depend on the outcome of the activities performed or the Services rendered. These fees may be pre-established in the Agreement or calculated on the basis of rates per unit of time worked. In either case, the fees will be increased by travel, lodging or other expenses incurred in connection with the Agreement, as well as related disbursements.

10.2. If a fixed amount is agreed for the Agreement, CouncilWorks shall be entitled to charge, in addition to this amount, an additional fee for each unit of time worked, in case the activities exceed those provided for in the Agreement. These additional fees shall also be payable by the Client.

10.3. CouncilWorks reserves the right to adjust annually, as of January 1, the fee for all agreements according to the consumer price index. Fees do not include Value Added Tax (VAT) or other taxes or levies that the authorities may impose, unless otherwise stated.

10.4. CouncilWorks has the discretion to issue the invoice for a custom assignment immediately upon receipt of the assignment or enrollment in an open enrollment course. This also applies if the Client has not provided CouncilWorks with the necessary order references, such as order numbers or cost elements.

10.5. For orders based on a subsequent calculation, such as consulting, coaching, and creating employment terms invoicing will be done on a monthly basis in arrears. CouncilWorks reserves the right to demand an advance payment and to proceed with the execution of the Agreement only after payment.

10.6. Payment shall be due within 30 (thirty) days from the date of invoice. In case of specific orders for activities occurring within thirty days ("last minute booking"), payment shall be due prior to the commencement of such activities. Failure to deliver order references required by the Client, such as order numbers or cost items, shall not be grounds for deferring payment.

10.7. Any objections to invoices, specifications, descriptions and prices must be notified in writing to CouncilWorks within 8 (eight) days from the date of invoice or shipment. Invoices, specifications, descriptions and prices shall be deemed confirmed between CouncilWorks and Client. Any objection raised within the time limit shall not suspend Client's payment obligation.

10.8. If the Client fails to make payment by the due date, statutory interest shall be charged, unless otherwise agreed in writing. In addition, if the Client defaults on its payment obligations, all reasonable costs of extrajudicial recovery shall be borne by the Client. The amount of extrajudicial costs shall be determined in

accordance with the Extrajudicial Recovery Costs Reimbursement Decree (Wet Incassokosten).

10.9. If the Client fails to meet its payment obligations in accordance with this clause, CouncilWorks shall be immediately entitled to suspend or terminate its activities for the relevant assignment(s). CouncilWorks expressly excludes the Client's right to suspension and/or compensation, especially if the Client is a consumer.

11. CANCELLATIONS

11.1. In the event that Client wishes to cancel an assignment, including its premature termination, Client must notify CouncilWorks in writing. The notice must include a detailed explanation of the reasons for the cancellation. The effective date of the cancellation will be the date indicated on the postmark of the mailing or the date of the email.

11.2. Cancellation policy for training sessions and related activities: For customized training sessions, workshops, coaching, process development, creating employment terms and any other activities designed to enhance Client development (including open online training sessions), the following cancellation conditions will apply:

11.2.1. Development and preparation costs: The Client shall be responsible for all development and preparation costs incurred up to the time of cancellation.

11.2.2. Order execution costs:

- Cancellation 3 weeks or less prior to start: 100% of the fee will be charged.
- Cancellation 3 to 4 weeks prior to start: 75% of the fee will be charged.
- Cancellation between 4 and 6 weeks prior to start: 50% of the fee will be charged.
- Cancellation more than 6 weeks in advance: No fee will be charged.
- Immediate rescheduling: If the canceled training session is immediately rescheduled to take place within 3 months of the original start date, 25% of the cancellation fee will be charged.

11.2.3. Accommodation fees: Any booked accommodation fees charged under the accommodation provider's terms and conditions will also be the responsibility of the Client.

11.3. Counseling and guidance cancellation policy: For counseling and guidance services other than those specified above, the following cancellation conditions apply:

- Costs of activities performed: In case of cancellation by the Client, all costs of activities already performed up to the time of cancellation will be charged.
- Compensation for loss of occupancy: CouncilWorks shall be entitled to compensation for any demonstrable loss of occupancy resulting from the cancellation.

11.4. Flexibility and exceptions: CouncilWorks may, at its discretion, choose to waive or reduce cancellation fees on a case-by-case basis. This decision will be evaluated on a case-by-case basis, taking into account factors such as the justification for the cancellation and the advance notice given.

11.5. Recommendations and communications: The Client is encouraged to consider rescheduling services rather than canceling, as this may result in reduced costs and greater flexibility in planning training or counseling. Timely and clear communication is essential to avoid additional costs due to cancellation. Therefore, the Client must act quickly and maintain open communication with CouncilWorks to minimize any inconvenience and associated costs.

11.6. Notification procedure: Notice of cancellation must be in writing and may be sent by email. The effective date of cancellation will be the date of the email. It is the Client's responsibility to ensure that notice is given as far in advance as possible to reduce cancellation costs.

11.7. Client's liability: The Client agrees that any failure to comply with the cancellation conditions may result in the imposition of additional fees. Furthermore, he/she acknowledges that the planning and resources allocated by CouncilWorks for the execution of the Agreement generate costs that must be compensated in case of premature cancellation.

11.8. Prior and customized agreements: Any prior or customized agreement between CouncilWorks and Client regarding the cancellation policy shall be documented in writing and signed by both parties. This agreement shall prevail over the standard terms and conditions described herein.

12. LIMITATION OF LIABILITY

12.1. Liability for client information: If an error occurs in the execution of the Agreement due to incorrect or incomplete information provided by the Client, CouncilWorks shall not be liable for any resulting damages, except in cases of gross negligence or willful misconduct. The Client is responsible for providing accurate and complete information to avoid errors in the execution of the services.

12.2. Results of studies and consultancies: The results of studies performed and advice given by CouncilWorks are influenced by many external factors beyond its control. Although CouncilWorks strives to perform its services with the utmost

diligence and in accordance with the highest standards, it cannot guarantee specific results due to the variable nature of these factors.

12.3. Limitation of indemnification: CouncilWorks shall be liable only for direct damages suffered by the Client as a direct result of an attributable deficiency in the performance of the Agreement. In any event, CouncilWorks's financial liability shall be limited to the fees received in connection with the Agreement. For Agreements with a duration of more than six (6) months, the additional liability shall be limited to the fees corresponding to the six (6) months prior to the occurrence of the damage. In addition, the total indemnity shall not exceed the amount covered by CouncilWorks's liability insurance, plus any applicable deductible.

12.4. Evaluation of the ability to participate: It is the responsibility of participants in CouncilWorks activities to assess their own physical ability and condition prior to participation. CouncilWorks assumes no liability for damages resulting from participation in these activities, either to the Client or to individual participants.

12.5. Definition of direct damage: CouncilWorks's liability is limited to direct damages, which include:

- Reasonable costs incurred to bring CouncilWorks's performance into compliance with the Agreement.
- Reasonable costs incurred to determine the cause and extent of direct damages.
- Reasonable costs incurred to prevent or limit damages.

12.6. Indirect and consequential damages exclusion: CouncilWorks shall not be liable for indirect or consequential damages, such as lost profits, business interruption, loss of business relationships, damages for delays, loss of data, damage to goodwill, failure to meet delivery deadlines, and defects found.

12.7. Code of conduct and exclusion of liability: CouncilWorks shall not be liable for damages that could have been avoided by actions contrary to or inconsistent with its Code of Conduct, except in cases of intent or gross negligence. The Client agrees that any breach of these rules may exempt CouncilWorks from liability.

12.8. Indemnification for third party claims: The Client shall indemnify CouncilWorks for any third party claims related to damages, costs, lost profits and other expenses arising from the execution of the assignment. This indemnity covers all claims that may arise due to the provision of services by CouncilWorks.

12.9. Limitation period: The statute of limitations for all claims and defenses against CouncilWorks and any third party engaged in the performance of an

Agreement is one (1) year. This period is different from standard statutory limitations periods and applies strictly to all claims related to services rendered.

13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights, including but not limited to copyrights, know-how, database rights and exclusive licenses, relating to all products developed or provided by CouncilWorks in the performance of the Agreement belong exclusively to CouncilWorks or its licensors, unless explicitly agreed otherwise in writing. This includes modules, models, techniques, tools, brochures, project material, training materials, software and other intellectual products in the broadest sense.

13.2. Copyrights on reports, advice, proposals and other documents generated by CouncilWorks's activities are the exclusive property of CouncilWorks, unless otherwise agreed in writing. Furthermore, CouncilWorks reserves the right to use the knowledge acquired during the performance of its activities for other purposes, provided that no confidential information is disclosed to third parties.

13.3. The Client shall only acquire the rights of use and powers expressly assigned in the Agreement or otherwise agreed in writing. This right of use shall not be construed as an explicit or implied license to publish, reproduce, exploit or make available to third parties the intellectual products, including their networking, editing, appearance on multiple screens or disclosure in any other form.

Therefore, without the explicit written consent of CouncilWorks, the Client is prohibited from providing, reproducing, disclosing or exploiting the products mentioned in this clause to third parties, with or without the participation of third parties.

13.4. In case of infringement of CouncilWorks's intellectual property rights by the Client, the Client shall immediately pay a penalty of 10,000 euros (ten thousand euros) for each infringement, without the need for notice of default. In addition, the Client shall pay CouncilWorks an additional penalty of €1,000 (one thousand euros) for each subsequent day on which the infringement continues, without prejudice to CouncilWorks's other rights, including the right to full compensation.

13.5. To ensure compliance with these provisions, Client agrees to implement all necessary measures to protect CouncilWorks's intellectual property rights, including, but not limited to, access controls, information use policies and appropriate staff training. Any suspicion or evidence of infringement shall be reported immediately to CouncilWorks for corrective action.

13.6. In the event that the use of any intellectual property needs to be negotiated beyond what was initially agreed upon, both parties agree to engage in good faith

negotiations to establish fair and equitable terms and conditions that respect CouncilWorks's rights while allowing Client to effectively use the products within the scope of the Agreement.

14. COPYRIGHT INFRINGEMENT

14.1. CouncilWorks will respond to all inquiries, complaints and claims relating to alleged infringement or violation of provisions contained in Dutch and international copyright and intellectual property laws and regulations. CouncilWorks respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the website infringes your copyright or other intellectual property rights, please submit your request through our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that CouncilWorks can find it on the website.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

15. PERSONAL DATA

15.1. Any personal information you submit in connection with your use of the website and our services will be used in accordance with our privacy policy. By using the website and our services, you consent to our collection and storage of your personal information.

16. PROHIBITED ACTIVITIES

16.1. The following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.

- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the website into any other websites or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by CouncilWorks in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any content.

17. DISCLAIMER OF WARRANTIES

17.1. Due to the nature of the Internet, CouncilWorks provides and maintains the website on an "as is", "as available" basis and does not promise that use of the website will be uninterrupted or error free. We will not be liable to you if we are unable to provide the website or our services for any reason beyond our control.

17.2. Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites. **17.3.** Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

17.4. You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse CouncilWorks for any loss or damage caused as a result.

17.5. CouncilWorks shall not be liable in any amount for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or any uncontrollable act of nature.

17.6. These terms do not affect your statutory rights as a consumer which are available to you. Subject as aforesaid, to the maximum extent permitted by law, CouncilWorks excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to CouncilWorks and

CouncilWorks shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or service purchased through the website.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from CouncilWorks.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

18. ELECTRONIC COMMUNICATIONS

18.1. CouncilWorks will accept no liability for failed, partial or garbled computer transmissions, for any breakdown, failure, connection, availability of computer, telephone, cable, network, electronic or Internet hardware or software, for the acts or omissions of any user or third party, for the accessibility or availability of the Internet or for traffic congestion or unauthorized human action, including errors or mistakes.

19. INDEMNIFICATION

19.1. You agree to defend and indemnify CouncilWorks from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the website and services.

20. CHANGES AND TERMINATION

20.1. We may modify the website and these terms at any time, at our sole discretion and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions

of the terms. Unless otherwise specified, all changes to these terms apply to all users and clients. In addition, we may terminate our agreement with you under these terms at any time by notifying you in writing (including by email) or without notice.

21. INTEGRATION CLAUSE

21.1. This agreement together with the privacy policy and any other legal notices published by CouncilWorks, shall constitute the entire agreement between you and CouncilWorks concerning and governs your use of the website and the services.

22. FORCE MAJEURE

22.1. In the event of a force majeure situation, CouncilWorks and Client should understand the implications for the Agreement. Force majeure includes any unforeseen and unavoidable event beyond CouncilWorks's control, such as fire, theft, employee illness, pandemics, governmental action, computer failure and other unforeseen disruptions.

22.2. If a permanent force majeure occurs, CouncilWorks may dissolve the Agreement by written declaration, without judicial intervention and without liability for damages to Client. If the force majeure is temporary, CouncilWorks may suspend its obligations and extend the terms of the Agreement. If this situation lasts longer than three months, the Client may request the partial or total dissolution of the Agreement without any right to compensation.

22.3. If CouncilWorks has already partially fulfilled its obligations, it may separately invoice these fulfilled parts. The Client shall pay these invoices as if they were a separate agreement.

22.4. Both parties must immediately notify the other of the force majeure and take reasonable steps to mitigate its effects and resume performance of the Agreement as soon as possible. During force majeure, CouncilWorks shall not be liable for compensation for damages. Any work already performed and invoiced shall be paid for as agreed.

22.5. In situations where possible, CouncilWorks will seek alternatives to fulfill its obligations, such as subcontracting services or rescheduling activities, provided they are feasible and acceptable to both parties.

23. DISPUTE RESOLUTION

23.1. In the event that a dispute arises between the Client and CouncilWorks, both parties agree to act constructively to resolve the dispute amicably and effectively. The dispute resolution process will take place in several stages to

ensure that all avenues of resolution are exhausted before resorting to legal action.

23.2. Initial discussions: At the first sign of disagreement, the parties will meet as soon as possible to discuss the problem. These initial discussions are intended to find a reasonable and equitable solution that satisfies both parties. Both parties are expected to participate in good faith, with an open attitude and a willingness to compromise when necessary.

23.3. Mediation process: If initial discussions fail to resolve the dispute, the parties will agree to submit the conflict to a mediation process. The mediation will be facilitated by a neutral and qualified mediator, selected by mutual agreement. The costs of the mediation will be shared equally between the Client and CouncilWorks. During the mediation, the mediator will help the parties communicate more effectively, identify their underlying interests and explore possible solutions that may not have been previously considered. Mediation is a confidential process, which means that any information shared during mediation cannot be used in subsequent court proceedings without the consent of both parties.

23.4. Escalation to judicial proceedings: If mediation does not result in a satisfactory resolution, the parties may choose to escalate to court proceedings. Prior to initiating any legal action, the other party must be notified in writing of the intention to proceed to court, describing the reasons for the dispute and the reasons why mediation was unsuccessful.

24. APPLICABLE LAW AND JURISDICTION

24.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands. This applies unless binding arbitration is agreed to in the relevant section below.

25. FINAL PROVISIONS

25.1. Your use of our website and services is conditioned upon your acceptance of and compliance with all of the terms and conditions set forth. This authorization to use our services does not extend to jurisdictions where these provisions are not respected or applied.

25.2. Our commitment to compliance with these terms is strictly governed by applicable laws and legal process. Importantly, these terms do not restrict our ability to comply with legal or governmental requirements, including but not limited to those related to law enforcement and the use of our website. Information

provided or collected in connection with the use of the website will be subject to these requirements.

25.3. In the event that any provision of these terms and conditions is declared invalid, illegal or unenforceable by a court or competent authority, such decision shall not affect the validity or enforceability of the remaining provisions. Failure or delay in enforcing any of these terms and conditions by us at any time shall not constitute a waiver of our rights to enforce such provision, or any other provision, in the future.

25.4. We reserve all rights not expressly granted herein, while at all times maintaining the protection of and respect for our intellectual property rights and prerogatives.

26. CONTACT INFORMATION

26.1. If you have questions or concerns about these terms, please contact us through our contact forms or by using the contact information below:
CouncilWorks, a company of Impact Driven HR, info@CouncilWorks.nl.