infacts

General Terms and Conditions

Version 1 November 2026 · InFacts · Dr. M.M.C. Meijer · Soest, the Netherlands · KvK 67633595

1. Definitions

1.1 In these General Terms and Conditions, the following terms have the following meaning:

a. InFacts: the sole proprietorship InFacts, owned by Dr. M.M.C. Meijer, registered with the Dutch Chamber of Commerce (KvK) under number 67633595 and established in Soest, the Netherlands;

b. Client: any legal entity or natural person acting in the course of a profession or business who requests a Quotation from, or enters into an Agreement with, InFacts;

c. Agreement: any agreement between InFacts and the Client for the provision of Services;

d. Quotation: any written offer or proposal by InFacts;

e. Services: all services provided by InFacts, including consultancy, advisory, interim management, projects, Trainings and one-to-one training and coaching;

f. Training: any training, workshop, masterclass or one-to-one training and coaching session provided by InFacts;

g. In writing: by letter or by e-mail.

2. Applicability

2.1 These General Terms and Conditions apply to all Quotations and Agreements of InFacts. InFacts provides them to the Client together with each Quotation. They are also available at www.infacts-consults.nl.

2.2 The applicability of any general (purchasing) terms and conditions of the Client is expressly rejected.

2.3 Additions to, amendments of and deviations from these General Terms and Conditions are only valid if agreed in writing.

2.4 In the event of any conflict between the Agreement and these General Terms and Conditions, the provisions of the Agreement prevail.

3. Quotation and Agreement

3.1 A Quotation remains valid for 30 (thirty) days from its date, unless stated otherwise.

3.2 The Agreement enters into force at the moment InFacts receives the Client's written acceptance of the Quotation, or at the moment InFacts confirms the Client's order in writing.

3.3 InFacts is not bound by a Quotation that contains an obvious error or mistake.

4. Performance of the Services

4.1 InFacts performs the Services to the best of its knowledge and ability and in accordance with generally accepted professional standards. All obligations of InFacts are obligations of effort (inspanningsverplichting) and not obligations of result. The remuneration of InFacts does not depend on the outcome of the Services, unless expressly agreed otherwise in writing.

4.2 The Client provides InFacts in good time with all information, access and cooperation that InFacts reasonably requires for the performance of the Services. The Client remains responsible for its own decisions and for the use it makes of the advice and results provided by InFacts.

4.3 InFacts performs the Services as an independent contractor. There is no employment relationship and no relationship of authority between InFacts and the Client. InFacts determines how the Services are

carried out and is free to work for other clients. This also applies to interim assignments.

4.4 InFacts may engage third parties for the performance of the Services after consultation with the Client.

4.5 Deadlines and dates stated by InFacts are target dates, unless they have expressly been agreed in writing as final deadlines.

5. Fees and Expenses

5.1 Fees are based on an hourly rate, a daily rate, a fixed project fee, or a fee per participant, as stated in the Quotation. All fees are in euro and exclusive of VAT.

5.2 Travel time is charged at 50% of the applicable hourly rate.

5.3 Travel by car is charged at the maximum tax-free mileage allowance under Dutch tax law applicable at the time of travel (in 2026: EUR 0.25 per kilometre). Public transport, flights, accommodation, venue, catering and other external costs are charged at cost, unless agreed otherwise.

5.4 Administrative and office expenses, such as telephone, postage, copying and printing, are charged as a flat surcharge of 5% on the fee. This surcharge does not apply to work carried out at the premises of the Client.

5.5 If the Client contracts a third party directly, the Client pays that third party directly. If InFacts pays the costs of a third party on behalf of the Client, these costs are recharged to the Client, plus a fee for supervision and coordination as stated in the Quotation.

5.6 For Agreements with a term of more than twelve months, InFacts may adjust its fees annually as of 1 January in line with the consumer price index (CPI) published by Statistics Netherlands (CBS).

6. Invoicing and Payment

6.1 Unless agreed otherwise: (a) for Trainings and Projects with a fixed fee, 50% is invoiced upon conclusion of the Agreement and 50% after completion; (b) for interim assignments and Services charged on an hourly or daily basis, InFacts invoices monthly in arrears.

6.2 The Client pays each invoice within 14 (fourteen) days of the invoice date, to the bank account stated on the invoice, unless another payment term is stated on the invoice.

6.3 If the Client disputes an invoice, it must notify InFacts in writing within 14 (fourteen) days of the invoice date, stating its reasons. A dispute does not suspend the Client's payment obligation.

6.4 Payment is deemed to be made at the moment the amount is received by InFacts. If the Client fails to pay on time, InFacts will send a written reminder setting a further payment term of at least 7 (seven) working days. If the Client fails to pay within that term, the Client is in default without further notice. From the original due date, the Client owes interest of 1.5% per month, whereby part of a month counts as a full month, as well as the extrajudicial collection costs in accordance with the Dutch statutory scale (Besluit vergoeding voor buitengerechtelijke incassokosten), with a minimum of EUR 40.

6.5 As long as an invoice remains unpaid after its due date, InFacts is entitled to suspend the performance of the Services, including scheduled Trainings, without being liable for any resulting damage.

7. Trainings: Cancellation and Rescheduling

7.1 The Client may cancel a Training in writing. The following cancellation fees apply, calculated on the agreed Training fee:

a. cancellation more than 60 days before the start date: free of charge, except for non-refundable costs already incurred by InFacts on behalf of the Client;

b. cancellation between 60 and 30 days before the start date: 25%;

c. cancellation between 30 and 14 days before the start date: 50%;

d. cancellation less than 14 days before the start date, or non-attendance: 100%.

7.2 The Client may request to reschedule a Training once, in writing, no later than 60 days before the start date, against a rescheduling fee of 10% of the agreed Training fee. A request to reschedule received later than 60 days before the start date is treated as a cancellation in accordance with article 7.1.

7.3 A registered participant may be replaced by another participant of the Client free of charge,

provided InFacts is informed before the start of the Training.

7.4 If InFacts cannot deliver a Training due to illness of the trainer or force majeure, InFacts will propose a new date as soon as possible at no extra cost. The Client is not entitled to any further compensation.

7.5 InFacts may adjust the content or programme of a Training, provided that this does not affect the agreed learning objectives.

8. Changes, Suspension and Termination

8.1 Changes to the scope of the Services are agreed in writing. Additional work is charged at the applicable rates.

8.2 If the Client cancels or changes an order for Services other than a Training, in whole or in part, the Client reimburses InFacts for the work already performed and the costs already incurred in view of the order, as well as any other damage demonstrably suffered by InFacts as a result.

8.3 Agreements for interim assignments and other ongoing Services may be terminated by either party in writing with a notice period of one month, unless a different notice period has been agreed. The Client pays for the Services performed up to the end of the notice period. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply insofar as it deviates from this article.

8.4 Either party may terminate the Agreement in writing with immediate effect if the other party materially breaches the Agreement and fails to remedy the breach within 14 (fourteen) days after receiving a written notice of default.

8.5 In addition to the legal grounds for termination, InFacts may terminate the Agreement in whole or in part with immediate effect and without judicial intervention if the Client has applied for or been granted a suspension of payments (surseance van betaling), has been declared bankrupt, has filed for bankruptcy or goes into liquidation. In such cases InFacts is not liable for any direct or consequential damage of the Client.

9. Intellectual Property

9.1 All intellectual property rights in the methods, models, tools, frameworks, training materials and know-how developed or used by InFacts, whether before or during the Agreement, remain vested in InFacts.

9.2 The intellectual property rights in the deliverables produced by InFacts for the Client, such as reports, recommendations and plans, remain vested in InFacts. After full payment, the Client obtains a non-exclusive, non-transferable right to use these deliverables internally for the purpose for which they were provided.

9.3 The Client and the participants may not reproduce, distribute or publish training materials or deliverables, or use them for their own trainings or for third parties, without the prior written consent of InFacts. Audio or video recordings of Trainings may only be made with the prior consent of InFacts.

9.4 InFacts may use the general knowledge and experience gained in the performance of the Services for other clients, without disclosing confidential information of the Client.

10. Confidentiality and References

10.1 Each party keeps confidential all information of the other party that it knows or reasonably should know to be confidential, and does not disclose such information to third parties without the prior written consent of the other party. This obligation applies during the Agreement and for three years after its end. It does not apply to information that is or becomes publicly available without fault of the receiving party, that was lawfully obtained from a third party without an obligation of confidentiality, that was independently developed without use of the other party's information, or that must be disclosed by law.

10.2 InFacts may mention the name of the Client as a reference, for example in a client list on its website or in its profiles, without disclosing any details of the Services, unless the Client objects in writing. Case descriptions, quotes and the use of the Client's logo require the Client's prior written approval.

10.3 InFacts will inform the Client if, during the term of an Agreement, it intends to accept an assignment from a direct competitor of the Client on the same subject matter. No exclusivity, non-compete or non-solicitation obligation applies to InFacts, unless expressly agreed in writing.

11. Liability

11.1 InFacts is only liable for direct damage resulting from an attributable failure in the performance of the Agreement.

11.2 The total liability of InFacts is limited to the amount of the fees, excluding VAT, paid by the Client for the Agreement concerned. For Agreements with a term of more than six months, liability is limited to the fees paid in the six months preceding the event causing the damage. In no event will the total liability of InFacts exceed EUR 30,000 (thirty thousand euro) per event or series of related events.

11.3 InFacts is not liable for indirect or consequential damage, including loss of profit, lost savings, missed funding or grants, reputational damage, or the outcome of regulatory, reimbursement, tender or investment processes.

11.4 InFacts is not liable for damage resulting from incorrect or incomplete information provided by the Client, or from decisions taken by the Client on the basis of the advice or results of InFacts.

11.5 The limitations of liability in this article do not apply in the event of intent or deliberate recklessness (opzet of bewuste roekeloosheid) on the part of InFacts.

11.6 Any right to compensation lapses if the Client has not notified InFacts of its claim in writing within 12 (twelve) months after the Client became aware, or could reasonably have become aware, of the damage.

11.7 The Client indemnifies InFacts and the persons engaged by InFacts against all claims of third parties relating to the Client's use of the results of the Services, except in the event of intent or deliberate recklessness on the part of InFacts.

12. Force Majeure

12.1 InFacts is not liable for any delay or failure in performing its obligations if this is caused by force majeure. Force majeure means any circumstance beyond the reasonable control of InFacts.

12.2 Force majeure includes, but is not limited to: illness, accident or incapacity for work of the consultant or trainer; epidemics, pandemics and government measures; disruption of public transport, air traffic or roads, and extreme weather conditions; war, terrorism, riots and strikes; natural disasters; failures of third parties engaged by InFacts, such as training venues; and disruptions of IT or telecommunication systems.

12.3 InFacts will notify the Client promptly of a force majeure situation. During force majeure, the obligations of InFacts are suspended. If the force majeure situation lasts longer than 90 (ninety) days, either party may terminate the Agreement in writing without liability.

12.4 If InFacts has already partly performed its obligations when force majeure occurs, or can only partly perform them, InFacts is entitled to invoice the part already performed and the Client pays for that part.

13. Personal Data

13.1 InFacts processes personal data of the Client's employees and of participants only insofar as necessary for the performance of the Agreement, in accordance with the General Data Protection Regulation (GDPR). More information is provided in the privacy statement on the website of InFacts.

14. Governing Law and Disputes

14.1 All Agreements and these General Terms and Conditions are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.2 The parties will first try to resolve any dispute arising from or relating to the Agreement or these General Terms and Conditions by mutual agreement. They may also agree to settle a dispute by means of mediation or another form of alternative dispute resolution.

14.3 Any dispute that is submitted to a court will be settled exclusively by the competent court in the district where InFacts is established (District Court Midden-Nederland).

15. Miscellaneous

15.1 Headings of articles are for convenience only and do not affect the interpretation of these General Terms and Conditions.

15.2 If any provision of these General Terms and Conditions or of the Agreement is found to be invalid or unenforceable, the remaining provisions remain in full force. The parties will then agree on a valid

provision that reflects the purpose of the invalid provision as closely as possible.

15.3 Neither party may assign its rights and obligations under the Agreement, in whole or in part, to a third party without the prior written consent of the other party. Such consent will not be unreasonably withheld.

15.4 In the event of any discrepancy between the English text of these General Terms and Conditions and a translation, the English text prevails.

15.5 InFacts may amend these General Terms and Conditions. Amended terms apply to Agreements concluded after the amendment has been communicated.