

General Terms and Conditions of Team4Teams

February 2022

ARTICLE 1 DEFINITIONS

1.1 In these General Terms and Conditions, the following terms are defined as stated below:

- a) User: the user of the General Terms and Conditions, being Team4Teams, is an organisation specialising in the coaching of teams and registered with the Chamber of Commerce under number 56716303 with VAT number NL001346598B65.
- b) Client: the other party to the User.
- c) Activity: all exercises, individual and team assignments, outdoor sports, indoor and outdoor activities, meeting breakers, sports and recreational activities in which the participant takes part, is part of a group and uses muscle power, both indoors and outdoors.
- d) Package deal: a service or activity or combination of services and/or activities offered or organised by the User in a professional or commercial capacity, as well as the provision of facilities. These services, activities and/or facilities may include the rental or sale of equipment, the provision of transport and/or activities, the provision of overnight accommodation, the provision of instructions and supervision or the arrangement of supervision of (parts of) a programme of activities. Supervised package deals or supervised activities shall mean: package deals or activities that are supervised by a representative of the User. Package deals also include meeting breakers, workshops, lectures, clinics, team building, team training, team coaching, and master classes with or without open registration that are provided by the User.
- e) One-day package deal: a service or activity or a combination of services or activities offered by the User that lasts at least 30 minutes and no longer than 24 hours and does not include an overnight stay.
- f) Multi-day package deal: a service or activity or a combination of services and activities offered by the User that lasts longer than 24 hours in total and in any case includes one overnight stay.
- g) Agreement: the agreement under which the User undertakes to provide a Client with a package deal and/or activity and under which the Client pays the User the agreed amount.
- h) Start and end:
 - a. Start: the time specified as such on the day of arrival at the (first) accommodation or the time from which the accommodation is made available in accordance with the Agreement.
 - b. End: the time specified as such on the (last) day of the programme or as much earlier as the activities end or the time by which the Client and participants must leave the accommodation.
- i) Agreed amount: the sum of the price of the package deal, the activities or services provided by the User, the premium and policy costs for any insurance taken out.

ARTICLE 2 APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1 These Terms and Conditions apply to all offers and agreements between the User and a Client to which the User has declared these Terms and Conditions applicable, insofar as these Terms and Conditions have not been explicitly deviated from by the parties in writing.
 - 2.2 These Terms and Conditions also apply to all Agreements with the User the performance of which requires the engagement of third parties.
 - 2.3 The Client accepts the applicability of these Terms and Conditions by entering into an Agreement with the User or by actually participating in a package deal or activity of the User or by paying the amount owed.
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ARTICLE 3 FORMATION OF THE AGREEMENT

- 3.1 Unless expressly stated otherwise, all our offers are without obligation.
- 3.2 All offers made by the User are valid for a period of 30 days, unless otherwise indicated.
- 3.3 The User's offers are based on the information provided by the Client.
- 3.4 The User's proposals and offers, in whatever form, contain a complete and accurate description of the activity offered. Obvious errors or mistakes in the offer shall not bind the User. The User cannot be bound by promotional material published under the responsibility of third parties.
- 3.5 The User will only be bound by offers if the Client accepts the offer within 30 days by means of an oral, electronic or written confirmation, or at the time the User starts performing an assignment.
- 3.6 The User reserves the right to refuse an assignment without stating reasons.
- 3.7 Prices quoted in offers are exclusive of VAT, unless stated otherwise.

ARTICLE 4 PERFORMANCE OF THE AGREEMENT

- 4.1 The User shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. In view of the nature of the services, however, the User cannot give any guarantees for the achievement of specific results.
- 4.2 If, and insofar as required for proper performance of the Agreement, the User is entitled to have specific activities, services or items in whole or in part supplied or performed by third parties.
- 4.3 The User shall inform the Client of the start and end dates and times in writing at least one week prior to commencement of the activity.

ARTICLE 5 RATES

- 5.1 The price listed in publications regarding open registration applies per person, unless expressly stated otherwise. This price only includes the services and facilities described in the publication.
- 5.2 If the User decides to increase the price, the Client will be entitled to reject the price change. The Client shall notify the User of its decision as soon as possible.
- 5.3 If the Agreement is concluded on behalf of a group, the User will charge the costs for the pre-announced number of participants and/or materials and/or questionnaires to be completed online, unless agreed otherwise.
- 5.4 The rates stated by the User are exclusive of transport of participants and persons accompanying them to and from the location and/or accommodation. The Client and/or participant shall themselves arrange for transport of the participants.
- 5.5 Under no circumstance whatsoever can the Client derive any rights from rates offered in the past for a similar or comparable agreement.

ARTICLE 6 PAYMENT CONDITIONS

- 6.1 At the start of the package deal or the activity, the User may request a security or deposit from the Client.
- 6.2 If the Agreement is concluded more than 14 days before the start of the package deal or activity and the amount of the Agreement exceeds € 250, the Client will - under specific conditions - be entitled to pay the invoice in 2 (two) instalments, provided that this has been expressly agreed in writing.
- 6.3 Invoicing may take place before the start of the package deal or activity and/or for each separate part thereof.
- 6.4 Setoff against claims that the Client alleges to have against the User is excluded.
- 6.5 In the event of late payment, the Client will be in default immediately and the User will be entitled to charge extrajudicial costs and statutory interest to the Client in accordance with the amounts and rates applicable at the time.
- 6.6 In the event of liquidation, bankruptcy or a suspension of payments of the Client, the claims of the User and the obligations of the Client towards the User will become immediately due and payable.

ARTICLE 7 OBLIGATIONS OF THE CLIENT AND THE PARTICIPANT

- 7.1 The Client shall ensure that all data which the User indicates is necessary or which the Client can reasonably understand is necessary for the performance of the Agreement will be provided to the

User in a timely manner. This includes, but is not limited to, all personal circumstances of the Client and/or the participants, including relevant medical or fitness details that may impact on the package deal or the activity running smoothly.

- 7.2 If the Client fails to comply with the condition of Article 7.1, the User will be entitled to suspend performance of the Agreement and/or charge any additional costs resulting from the delay to the Client, in accordance with the usual rates.
- 7.3 The User will not be liable for damage, of whatever nature, resulting from incorrect and/or incomplete information provided by the Client.
- 7.4 Each participant in activities in or on water, not being boat trips, shall be in possession of an acknowledged swimming certificate. In the absence of such certificate, the Client shall inform the User in advance.
- 7.5 The Client and the participant are obliged to present a valid ID immediately on request from the User.
- 7.6 The participant is obliged to observe all instructions of the User in order to promote proper performance of the Agreement, failing which any claim to compensation will lapse.
- 7.7 Participation in package deals and/or activities is at the risk of the Client and/or participant.
- 7.8 The participant is obliged to use the equipment provided in a manner in which it is intended to be used on the basis of its nature and the Agreement. On receipt of the equipment, the participant shall report any defects and have these defects recorded. The participant may not make changes to the equipment or make the equipment available to third parties without the User's permission. The participant shall inform the User of any damage to or loss of equipment as soon as possible, but no later than on expiry of the Agreement. Repair orders require the prior permission from the User.
- 7.9 On expiry of the Agreement, the participant will hand over the equipment provided to a representative of the User at the pre-arranged location, in the condition in which the participant received it and as clean as possible. The User is entitled to charge any additional costs incurred for cleaning, searches, transport and storage of equipment, reporting of missing equipment, etc. to the Client and/or participant.
- 7.10 The User reserves the right to use photographs or other recordings made during the package deal or activities for promotional purposes. Objections to such use shall be submitted in writing within 14 days after the recordings were made. Communications on the website of the User in which one of the participants is visible and to which the participant objects in writing will be removed by the User from the website as soon as possible, but in any case within 6 working days.
- 7.11 The participant causing nuisance or inconvenience to such a degree as to strongly impede or potentially impede the proper performance of the package deal or activity, who compromises the safety of themselves or that of others or acts irresponsibly in respect of nature and the environment may be excluded from (further) participation in the package deal or activity by the User or its representative. Any additional costs arising therefrom will be borne by the excluded participant or the Client under whose responsibility this participant partakes in the package deal or activity.
- 7.12 If the participant deviates from the recommended route or the recommended time or travel schedule and incurs additional costs as a result, such costs will be borne by the participant.
- 7.13 If the participant who has not yet reached the age of 17 is not accompanied by at least one adult, the participant shall provide the User with a statement of no objection signed by his/her legal representative or this legal representative shall co-sign the registration form or the Agreement. If the participant is unable to present this statement, the User will be entitled to exclude the participant from participation.
- 7.14 The participant is and remains personally responsible for assessing whether he/she is sufficiently fit to partake in the relevant activities.

ARTICLE 8 AMENDMENTS BY THE CLIENT

- 8.1 In consultation with the User, the Client may amend the Agreement up to 7 days before the date of performance of the Agreement.
- 8.2 Amendments to the Agreement may have consequences for the price of the Agreement, result in any cancellation costs for the equipment and location arranged by the User and/or entail a change of

date/time/location. The consequences of any amendment to the Agreement are at the risk and expense of the Client.

8.3 Participants in package deals or activities that are not supervised by the User are personally responsible for any change in the programme if the situation so requires.

ARTICLE 9 TERMINATION BY THE CLIENT

The Client can only cancel the Agreement:

- 9.1 Notice of cancellation shall at all times be given to the User by email, exclusively to info@team4teams.nl. The date on which the User receives the email will be regarded as the cancellation date.
- 9.2 In the event of cancellation by the Client, the Client will owe the User at least the following:
- between 30 days and 7 days prior to commencement: 20% of the agreed price plus any cancellation costs for the accommodation;
 - between 7 days and 1 day prior to commencement: 50% of the agreed price plus any cancellation costs for the accommodation;
 - within 24 hours prior to commencement: 100% of the agreed price plus any cancellation costs for the business location.
- 9.3 In the case of an open registration, the Client may always replace a participant with another participant, provided that the Client has communicated this to the User 24 hours prior to commencement. If participation is subject to admission criteria, the User shall have granted permission for this replacement at least two business days prior to commencement. The User reserves the right not to grant the replacement access to the activity if criteria for admission to this activity have been published that the replacement cannot or can no longer meet. In that case, the Client will (still) be required to pay the amount owed and will not receive a refund of amounts already paid.
- 9.4 The Client is advised to take out cancellation insurance, accident insurance and/or travel insurance.

ARTICLE 10 AMENDMENTS BY THE USER

- 10.1 The User is entitled to modify the package deal and/or activity offered. The User may do so if there are necessary, compelling circumstances. The User shall inform the Client thereof as soon as possible.
- 10.2 If possible, the User will offer the Client a comparable alternative.
- 10.3 The Client may reject the alternative offered, if the nature of the alternative is essentially different from that of the original package deal and/or activity agreed. In that case, the Client will be entitled to terminate the Agreement and will be entitled to a full refund of amounts already paid or the part of the amount that relates to the elements of the package deal or activity in which the Client has not participated.
- 10.4 Outdoor activities may be cancelled by both parties free of charge or moved to another date/location or adjusted up to 24 hours before commencement of the package deal if, in the opinion of one of the parties, proceeding with the activity is pointless or the activity cannot be performed because of safety concerns or local (weather) conditions, among other things.

ARTICLE 11 TERMINATION BY THE USER

- 11.1 The User is entitled to terminate the Agreement up to 10 days before its entry into force if the number of registrations is smaller than the minimum number of participants published in advance.
- 11.2 In the event of force majeure on the part of the User, all obligations of the User towards the Client arising from the Agreement concluded and from other legal acts will be suspended.
- 11.3 In these General Terms and Conditions, force majeure is taken to mean, in addition to the relevant definitions in the law and in case law: all external circumstances beyond the control of the User which are not reasonably foreseeable and which result in the User being unable or no longer being able to keep its agreements, in whole or in part. This includes, but is not limited to: war, strikes, riot, pandemic, outbreak, illness of own staff as well as engaged third parties, shortage of staff, fire, business interruptions and technical failures or closures at the User or engaged third

parties, government measures imposed on the User or on third parties on which the User depends, closure of national borders, having insufficient or incorrect data, or if insufficient cooperation is provided.

- 11.4 If the User decides to suspend a package deal or an activity that is already in progress due to circumstances set out in 11.3, the User will be obliged to make every effort to ensure a safe return of the participant. Any additional costs in this respect will be borne by the participant. If the User saves considerable costs as a result of a premature return, the participant will be entitled to a proportionate part of such savings.
- 11.5 If the Agreement has not yet been performed because of force majeure, each of the parties will be entitled to terminate the relevant Agreement prematurely in writing if the force majeure situation has lasted for three months, or as soon as it has been established that the force majeure situation will last for more than three months.
- 11.6 Damage resulting from force majeure will never be eligible for compensation.

ARTICLE 12 LIABILITY OF THE USER

- 12.1 The User has an obligation to employ best efforts. The User performs an assignment to the best of its abilities and knowledge. The User can never be held liable for results that are not achieved.
- 12.2 Under no circumstances will the User be liable for:
- a. damage caused by intentional or unintentional assigning or causing to assign a participant to the wrong category and/or if the participant fails to comply with one or more safety regulations and/or his or her condition was not sufficient to partake in the relevant activity;
 - b. damage caused by actions and influences of third parties not directly involved in the performance of the Agreement;
 - c. circumstances for which the User is not to blame and that cannot reasonably be attributed to the User pursuant to Dutch law or according to generally accepted standards;
 - d. damage, including consequential damage, that the Client and/or participant suffer(s) as a result of accidents occurring during the package deals and/or activities, except insofar as exclusion of liability is not permitted by law;
 - e. indirect damage, including but not limited to: consequential damage, lost profit, missed savings, damage due to business interruption, reduced goodwill, damage resulting from claims from customers of the Client, because of the Client's or a third party's use of or inability to use the service(s), equipment or materials on the part of the Client;
 - f. damage and/or shortcomings of employees and other representatives of the User, the booking office and service providers involved, as well as their staff, unless this is prohibited by law;
 - g. damage that the Client can claim directly from its insurance company or from a third party.
- 12.3 The User is only liable for:
- damage arising from a material defect in the facilities offered if this material defect can be attributed to the User, unless this defect is not attributable to its fault and will not be for its account pursuant to the law or a legal act or according to generally accepted views.
 - damage resulting from intent or deliberate recklessness on the part of the User.
- 12.4 The liability of the User is limited to compensation of the direct damage suffered by the Client, capped at twice the amount of the Agreement concluded between the User and the Client.
- 12.5 Furthermore, the amount of the damage to be compensated will never be more than the maximum amount to be paid out by the User's insurer.
- 12.6 Direct damage is exclusively taken to mean the costs the Client reasonably has had to incur for remedying or eliminating the shortcoming of the User in order to have the performance of the User comply with the Agreement, as well as reasonable costs for preventing or limiting such damage, and reasonable costs for establishing the cause and extent thereof.

ARTICLE 13 LIABILITY OF THE CLIENT AND THE PARTICIPANT

- 13.1 Anyone who enters into an Agreement with the User on behalf of a third party will be jointly and severally liable to the User for all obligations arising from that Agreement.
- 13.2 The User is authorised to suspend performance of the obligations or dissolve the Agreement if the Client fails to fulfil the obligations under the Agreement or to fulfil such obligations in good time or properly, if after concluding the Agreement the User becomes aware of circumstances that give good grounds for fearing that the Client will not fulfil the obligations, or if as a result of a delay on the part of the Client the User can no longer reasonably be required to perform the Agreement in accordance with the originally agreed conditions.
- 13.3 Furthermore, the User will be entitled to dissolve the Agreement if any circumstances arise that are of such nature that performance of the Agreement has become impossible or if there are any other circumstances that are of such nature that unaltered maintenance of the Agreement may not reasonably be required from the User.
- 13.4 If the User suspends or dissolves the Agreement, the User will not be obliged in any way to compensate the damage and costs arisen therefrom in any way whatsoever.
- 13.5 If the suspension is attributable to the Client, the User will be entitled to claim compensation for the damage suffered, including the costs arisen directly and indirectly.
- 13.6 If the Client fails to perform its obligations arising from the Agreement and this non-performance justifies dissolution, the User will be entitled to dissolve the Agreement immediately and with immediate effect without being obliged to pay any compensation, whereas the Client, on the ground of breach of contract, will be obliged to pay compensation or otherwise indemnify.

ARTICLE 14 COMPLAINTS

- 14.1 Complaints relating to the performance of the Agreement shall be submitted to the User in writing with a full and clear description of the complaint, no later than 14 days after the Client has discovered or could have discovered the failures, at the risk of forfeiting any right.
- 14.2 Unless the Client proves that it has followed all instructions provided by the User, a complaint that may also have been caused by any failure to comply with the instructions provided will not be accepted for processing. The same applies if the Client may have failed to comply with its obligations under Article 7. In such cases, the burden of proof always rests with the Client.
- 14.3 All claims against the User, on any basis whatsoever, expire after 1 year after performance of the package deal or activity or, if the package deal or activity did not take place, one year after the original start date.

ARTICLE 15 FINAL PROVISIONS

- 15.1 Dutch law exclusively applies to all agreements between the User and the Client.
- 15.2 Disputes arising from the Agreement or other legal acts between the User and the Client will exclusively be submitted to the competent court in the Netherlands, in the district in which the User has its registered office.
- 15.3 The User is authorised to amend these General Terms and Conditions. The last filed version of the General Terms and Conditions shall always apply. A copy of the amended General Terms and Conditions will always be sent to the Client in writing or electronically.
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