General Terms & Conditions InContext Consultancy B.V. – October 2026

I Applicability

1. These General Terms and Conditions shall apply to every offer, assignment or agreement regarding services to be provided, advice and training to be given or products to be delivered by InContext. Every amendment to these General Terms and Conditions shall be agreed in writing.
2. This Terms and Conditions shall be binding unless explicitly agreed otherwise.

II Offer

3. The activities described in an offer and the related costs (including any possible changes therein, which will have to be confirmed by the other party in writing) form part of this agreement. This agreement is a contract for professional services as provided in Book 7, title 7, part 1 of the Dutch Civil Code.
4. An offer issued by InContext is valid within three weeks of its date. The agreement will be concluded by the Client signing and returning the order confirmation (possibly changed in consultation) to InContext.

III Interim changes and termination

5. If a change in advice, service or product is required by the Client which leads to an increased time investment or number of products delivered by InContext, InContext has the right, in consultation with the client, to invoice the extra investment according to the fees agreed upon in the order confirmation.
6. If a change to an assignment, required by the Client, leads to a reduction of the requested time investments or delivery of products by InContext, the total originally estimated but not yet realized turnover shall be paid to InContext. In the event of cancellation InContext has the right to charge 100% of the originally estimated turnover.
7. In the event of postponing the date of a planned program, training, or workshop, required by the Client, in accordance with the provided assignment, InContext will charge the following extra costs to the Client: more than 8 weeks before the planned date, 15% of the originally estimated turnover; 8 to 4 weeks before the planned date, 25% of the originally estimated turnover; 4 to 2 weeks before the planned date, 35% of the originally estimated turnover; 2-1 week(s) before the planned date, 50% of the originally estimated turnover; less than 1 week before the planned date, 90% of the originally estimated turnover. In case of postponement a new date will have to be scheduled directly. This new date should be within 3 months after the initially planned date. If not, the postponement will be considered to be a cancellation. A second postponement will be treated as a cancellation.
8. Obligations towards third parties assumed by InContext for an amended or annulled assignment shall be for the account of the Client in full.
9. If a party fails to comply with any material obligation in the agreement the other party shall send a written notice on the subject and set a reasonable period to fulfill the obligation. If the defaulting party does not fulfill its obligation within the set period, the other party may terminate the agreement and recover its damages from the defaulting party.
10. All cancellations or changes must be received in writing. The date of cancellation is the date of receipt by InContext or the date on the postal stamp, whereby the earliest date applies.

IV Carrying out the assignment

11. The Client shall provide the information necessary for carrying out the assignment and required by InContext, in time and in a proper manner. This specifically includes a reaction to planning proposals and issued option data.
12. As part of the quality control and quality support we reserve the right to have employees of InContext, without any costs for the Client, work as trainee on the assignments.
13. InContext and third parties engaged by InContext for carrying out the assignment shall keep confidential any confidential information of the Client and they shall never allow third parties access to reports and memoranda submitted to the Client. Concerning processing personal data in line with AVG/GDPR InContext has a privacy statement and privacy policy. The most recent version can be found on our website. By signing the order confirmation, the Client agrees with the privacy statement & privacy policy.
14. The assignment shall be carried out to the best of its knowledge, abilities and in accordance with the requirements of good practice.
15. The Client has the complete and unlimited disposal of the deliveries from InContext within the context of the assignment. However, InContext reserves all its rights pursuant to Intellectual Property and the Copyright Act, particularly including the right to reproduce.
16. Under no circumstance the Client allowed to provide third parties with material of InContext.
17. Within a year of the most recent assignment the Client is not allowed to enter into an employment agreement with an employee of InContext. If this provision is contravened the Client shall pay InContext an amount of one annual gross salary (of the employee during his employment at InContext) including 8% holiday pay.

V Liability

18. The results of implementation and use of the advice provided, the services rendered, the training given or products delivered depend on many factors outside

InContext's sphere of influence. Therefore, InContext cannot provide guarantees regarding the results of the assignment carried out by InContext. InContext therefore assumes an obligation to perform to the best of its abilities.

19. InContext is liable for direct damage which is the direct result of serious and imputable mistakes made by InContext when carrying out the assignment. A serious mistake is a failure to act, a mistake or an omission which, under normal circumstances, with normal professional knowledge and experience, with due observance of normal attention and a normal working method as regards professional conduct automatically could have been avoided.
20. Natural persons connected to InContext or third parties engaged by InContext shall bear no liability connected to the assignment. Every regulation or claim of any nature connected to the assignment and the fulfillment thereof shall only be submitted or enforced against the legal entity the assignment has been concluded with.
21. Loss of profits, consequential loss and indirect loss shall always be excluded, except for intent or gross negligence of InContext.
22. InContext has taken out insurance to cover the liability accepted in this article. At the request of the Client, InContext will hand over a copy of the policy conditions of this insurance to the Client. InContext's liability is limited to twice the amount agreed upon for the order, whereby the maximum amount is limited by the conditions of the insurance agreement.

VI Price and payment

23. Unless stated otherwise the prices as included in the offer shall be excluding turnover tax and other levies imposed by the government. Articles purchased by InContext specifically for this project, extra services and meals will be invoiced with a surplus of 10%.
24. In the event that the services provided amount to less than one half-day session, InContext is entitled to charge for travel time in addition to the hours spent on service delivery.
25. Travel and subsistence expenses in the offer also include an overnight stay the night before an assignment is carried out if the travelling distance from Baarn to the location (of the training) exceeds 75 kilometers.
26. Payment shall be made within fourteen (14) days of the invoice date, without any deduction or setoff. The Client shall not be relieved of its payment obligation by existing claims or complaints.
27. Complaints against payment shall be made in writing within 8 days of receiving the invoice.
28. The rates may be adjusted annually.
29. Once the Client exceeds the payment term the Client shall pay InContext the statutory interest. Any collection costs, both judicial and extra-judicial, (amounting to at least € 125) shall be for the account of the Client.

VII Disputes

30. All disputes shall be submitted to the competent court in Amsterdam or the sub-district court in Hilversum.
31. These Terms and Conditions shall be governed by Dutch law.

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