

GENERAL TERMS & CONDITIONS

THE WORLD OF YES

This document includes the General Terms and Conditions for the Masterclass in FM program as executed by The World of YES (Dutch Chamber of Commerce: 68636091).

ARTICLE 1: APPLICABILITY & GENERAL STATEMENTS

- 1.1 These terms and conditions apply to all current and future secondment assignments/agreements between The World of YES and its clients.
- 1.2 In these terms and conditions, “client” means any person or legal entity who has entered an agreement with The World of YES, with the means of using our services. When using the term “The World of YES”, this refers to the organization or professionals working for the organization.
- 1.3 The World of YES is permitted to make agreements with the client that are deviating from these general terms and conditions.
- 1.4 Any deviating conditions are only part of an agreement between The World of YES and a client if these conditions have been explicitly confirmed and accepted in writing by The World of YES.
- 1.5 If The World of YES has concluded an agreement with the client in which the applicability of these terms and conditions has been agreed, then these terms and conditions also apply to any verbal, telephone, written, e-mail or other instructions given by the client, regardless a written confirmation from The World of YES.

ARTICLE 2: PROPOSALS

- 2.1 All proposals done by The World of YES are without obligation for the client, unless they contain a period for acceptance. If a proposal contains an offer without obligation and this is accepted, The World of YES has the right to revoke this offer in any case within two working days after receiving the acceptance.
- 2.2 The content of the proposal by The World of YES are valid for the time period as stated in the proposal. When no time period has been stated, the proposal is valid for fourteen (14) days after the day the proposal was communicated with the client.

ARTICLE 3: THE AGREEMENT AND ASSIGNMENT

- 3.1 The client provides The World of YES with all the necessary information required for the matching process. These data include at least the number of professionals needed, the job profile(s), assignment location, and the start date of the candidate selected by The World of YES.
- 3.2 The World of YES prepares a written order confirmation (agreement) for each assignment. This agreement will be sent to the client with the request to sign and return the document where after the agreement is complete.
- 3.3 The client has the right to expand the assignment in writing by requesting an additional number of professionals from the Masterclass in FM program.
- 3.4 Any assignment by the client needs to include a clear job description. The World of YES has the right to pause the execution of the assignment until the client has delivered a clear job description.
- 3.5 The agreement will state, among other things: the duration of the assignment, the nature and location of the work to be performed, and a contact person to be appointed by each of the parties who will act as the point of contact for the other party. The client agrees with the terms and conditions set by The World of YES, unless the client wants to include their own terms and conditions. The client needs to notify The World of YES in writing when this situation arises.
- 3.6 The advice and work in general done by (professionals of) The World of YES are based on input and/or information by the client. The World of YES does not have any responsibility for the

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correctness of these input and/or information provided by the client and will therefore not accept accountability for damage, in any way, when The World of YES does rely on incorrect or incomplete input and/or information, even though these were shared by the client with the best intentions.

- 3.7 The assignment between the client and The World of YES is indefinite, unless stated otherwise in the agreement.

ARTICLE 4: PREPAYMENT GUARANTEE

- 4.1 The World of YES is at all times entitled to demand payment or provision of security in advance, before proceeding with the assignment. If the client fails to provide the required advance payment or security, the obligation to perform imposed on The World of YES is no longer valid, without prejudice to The World of YES's right to compensation for damage, costs and interest by the client.

ARTICLE 5: SERVICE TOWARDS THE CLIENT

- 5.1 The World of YES endeavors to select candidates within the term agreed upon in writing to the best of its ability and on the basis of the data provided by the client, and who meet the requirements and expectations from the client as far as possible.
- 5.2 The World of YES will maintain secrecy with everything of a confidential nature that comes to its attention in the exercise of its profession.
- 5.3 The World of YES refrains from approaching employees of the client for a position elsewhere, unless the employee's own wish for change of function has been assumed. This term is valid until one year after the end of the last assignment for the client.

ARTICLE 6: CHOICE OF CANDIDATE & LIABILITY

- 6.1. The client is responsible for making the final decision on which candidate they want to hire based on a secondment agreement.
- 6.2 The World of YES is not liable if the candidate does not appear to meet the requirements or expectations of the client, unless this is a demonstrable consequence of acts or omissions by The World of YES in violation of the provisions of Article 3.1. In that case, any liability of The World of YES is limited to the direct damage of the client and to a maximum of the fee charged or to be charged to the client in connection with the assignment.
- 6.3 The World of YES can never be held liable for damage and/or losses - including consequential loss - as a result of acts and/or omissions of a candidate introduced by The World of YES with whom the client directly for himself and/or through third parties or for third parties, (partly) as a result of the execution of the assignment by The World of YES, executed an employment relationship of whatever nature.

ARTICLE 7: COMPENSATION

- 7.1 The client owes The World of YES a fee based on the duration of the secondment assignment which is stated in the agreement.
- 7.2 Unless stated otherwise, all fees are subject to price changes. The World of YES has the right to change the hourly tariff that the fee is based upon at least twice a year following indexation and other direct costs.
- 7.3 Hourly tariffs (and thus the fee) is (re-)determined for each assignment, as the tariff is subject - but not limited to - elements such as location, job description, and years of experience required for the job.
- 7.4 Arrangements involving tariff changes (both increases and decreases) are only valid after confirmation in writing by The World of YES.
- 7.5 The amounts mentioned are excluding VAT.

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- 7.6 If The World of YES fails to select a suitable candidate within the agreed term, the client will not owe any costs or fees to The World of YES, unless explicitly agreed otherwise with the client.

ARTICLE 8: OVERTIME

- 8.1 The World of YES's professional is only obliged to perform the tasks related to the job description that is particularly stated in the agreement, or otherwise confirmed in writing by The World of YES.
- 8.2 All changes regarding the tasks stated in the assignment, whether it is a special assignment by the client, or whether the information provided by the client does not match the actual tasks in daily practice and these situations ask for extra costs made by The World of YES, this will be considered as overtime and will be invoiced as overtime.

ARTICLE 9: FORCE MAJEURE

- 9.1 In the event of force majeure, which means at least disruptions or failures of the internet, telecommunication infrastructure, power failures, that cause the agreement to not be fulfilled in a reasonable way, then the execution of the agreement will be suspended, or the agreement will be terminated if the force majeure situation has lasted more than ninety (90) days, all without any obligation for compensation by The World of YES towards the client.
- 9.2 The World of YES is entitled to demand payment of those services that have been performed during the performance of the agreement, before the force majeure circumstances have been established.

ARTICLE 10: INVOICING AND PAYMENT

- 10.1 The Masterclass in FM fee will be invoiced by The World of YES as follows:
- Down payment of 25% of the total agreement fee is invoiced right after the agreement has been signed by the client, before the Masterclass in FM starts
 - The other 75% will be invoiced per quarter
 - At the end of the agreement, there will be a final invoice to settle the remaining balance that may have been caused by overtime or other factors.
- 10.2 Overtime on request of the client will be invoiced as follows:
- 100% of the basic tariff for the first hour
 - 125% of the basic tariff for the second hour
 - 150% of the basic tariff in all hours after the second hour
 - 150% of the basic tariff on Saturdays
 - 200% of the basic tariff on Sundays and bank holidays
- 10.3 Unless agreed otherwise in writing, the client is obliged to pay the invoices of The World of YES within fourteen (14) days after the invoice date.
- 10.4 In case the client does not agree with the invoice, The World of YES needs to be informed about this in writing within eight (8) working days after receiving the invoice. After these eight (8) days, The World of YES will assume the invoice is correct and will be paid within the expiration period.
- 10.5 After expiration of the period referred to in paragraph 2, the client is in default without further notice of default being required. From that moment on, the client will owe interest of 1.5% per month on the outstanding amount. A part of a month is counted for a full month.
- 10.6 Both the judicial and extrajudicial costs with regard to the collection of late payments are at the expense of the client. The compensation in respect of extrajudicial collection costs is set at least 15% of the principal sum due, plus the contractual interest The World of YES, to reimburse the actual extrajudicial collection costs insofar these may exceed this amount.

ARTICLE 11: REVOCATION OR CHANGE OF AN AGREEMENT

- 11.1 If the client withdraws or terminates the assignment before a candidate has started working or before the maximum duration of the assignment agreed between the parties has expired, The World of YES is entitled to charge the client at least 10% of the fee referred to in the agreement.
- 11.2 If the client changes elements the job description that is the basis of the assignment - before a candidate has started working or before the maximum duration of the assignment agreed between the parties – and changes such that in the opinion of The World of YES there is a new assignment, The World of YES is entitled to charge the client at least 10% of the fee referred to in the agreement.
- 11.3 The assignment for the Masterclass in FM has a duration of one (1) year. After this, the agreement ends unless the client requests for a new professional to replace the previous professional.
- 11.4 Both parties are entitled to fully or partially terminate the agreement if the other party, after a proper and as detailed as possible written notice of default in which a reasonable period of time is set for purification of the shortcoming, fails to perform in an attributable manner of essential obligations under the agreement.
- 11.5 Both parties may, in the following cases, without a notice of default or legal intervention being required, dissolve the agreement by written notice, extrajudicially:
- If a party is declared bankrupt, provisional suspension of payment is granted or is placed under guardianship;
 - If a party ceases its business or transfers its activities in whole or in part;
 - If the company is liquidated;
- Parties will never be obliged to pay any compensation due to the termination referred to in this paragraph.

ARTICLE 12: COMPETITION AND COMPENSATION

- 12.1 Without the permission of The World of YES, the client is not allowed to enter into an employment relationship directly or via third parties for one year after the end of an assignment with a candidate that has been proposed by The World of YES, and has been rejected by the client.
- 12.2 If the client violates the prohibition referred to in article 12.1, he shall owe The World of YES compensation with immediate effect for the amount of the assignment fee referred to in the agreement.
- 12.3 If the client wishes to make use of the provisions in this article, it must notify The World of YES in writing within fourteen (14) days after termination of employment with the candidate. In case the client fails to do so, the client can no longer make use of the provisions in this article.
- 12.4 Unless the client has made explicit reservations about this in advance, the assignment fee is also due if the candidate introduced by The World of YES turns out to be known to the client by means of an application or otherwise familiar with each other to some extent.

ARTICLE 13: LIABILITIES

- 13.1 The liability for direct damage of The World of YES due to attributable failure in the performance of an agreement arises only if the client immediately and properly declares The World of YES to be in default in writing, thereby stipulating a reasonable period of time for clearing the failure and stating that The World of YES has also been in default after that period. The notice of default must contain a detailed description of the shortcoming, so that The World of YES is able to respond adequately.
- 13.2 Direct damage at least includes:

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- Damage to property of the client and/or third parties;
 - Costs of necessary changes and/or changes to for example machines, equipment, software, specifications, materials or documentation, applied to limit or repair the damage;
 - Costs of emergency facilities, such as moving to other machines, (computer) systems or hiring third parties;
 - Costs, including personnel costs, of having to keep old (computer) operational for longer
 - Systems and other facilities;
 - Reasonable costs incurred to prevent or limit direct damage that might be expected as a result of the event on which the liability is based;
 - Reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.
- 13.3 If the ratio of the performance to be delivered by The World of YES compared to the extent of the damage suffered by the client is unreasonable, the damage to be compensated by The World of YES will be moderated.
- 13.4 The World of YES's liability for direct damage is limited to an amount equal to the net invoice value of the amount charged by The World of YES for the specific work in which the damage occurred.
- 13.5 The World of YES is only liable for shortcomings in the execution of work, insofar as these are the result of failure of the The World of YES employee, or the person who performs work for the client under the responsibility of The World of YES, of the due care, expertise and craftsmanship that can be relied upon when performing the work, up to a maximum of € 25,000 per event, in which a series of events is considered as a single event.
- 13.6 The World of YES does not accept liability for results of work that have taken place under the direct guidance and supervision of the client.
- 13.7 The World of YES's liability for indirect damage, including consequential damage, lost profit, lost savings, loss of data and damage due to business stagnation and deflation, is excluded at all times.
- 13.8 A condition for the existence of any right to liability compensation is always that the client reports the damage to The World of YES in writing as soon as possible (at the latest one year) after it arises.

ARTICLE 14: CONFIDENTIALITY

- 14.1 Both parties are responsible to maintain confidentiality with regard to all confidential information that parties receive from each other. Parties also impose this obligation on their employees as well as on the third parties engaged by them, and their employees to implement the agreement between parties.

ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

- 15.1 The copyright on reports, proposals and other documents arising from the work rests with The World of YES at all times. Modules, models, techniques, instruments, including software, that have been used for the execution of the assignment are and remain the property of The World of YES at all times, unless otherwise agreed. Publication can therefore only take place after obtaining permission from The World of YES. The client has the right to multiply documents for use in its own organization, as far as appropriate for the purpose of the assignment.
- 15.2 The client indemnifies The World of YES against claims from third parties that claim that the intellectual property rights and/or database rights of a third party are being infringed by- or in connection with the execution of the agreement insofar as such an infringement relates to designs, goods or software that made available to The World of YES by the client.

16. COMPLAINTS

- 16.1 Any complaints will only be handled by The World of YES if the client notifies The World of YES in writing within eight (8) days after discovering the defect in the service, or within eight (8) days after the client could reasonably have discovered the defect in the service. The nature and grounds of the complaints, and when and how the defect in the service was found is to be stated in the notification clearly.
- 16.2 Submitting a complaint does not relieve the client of his payment obligations towards The World of YES.

ARTICLE 17: CHANGING GENERAL TERMS AND CONDITIONS

- 17.1 The World of YES has the right to change or add to the general terms and conditions.
- 17.2 Changes also apply to agreements already concluded, with due observance of a period of thirty (30) days after publication of the change on the The World of YES website or by electronic messaging. Changes of minor importance can be made at any time.
- 17.3 In the event that the client does not want to accept the new terms and conditions, the client can dissolve the contract until the day that the new terms and conditions are effective.

ARTICLE 18: CHOICE OF LAW AND DISPUTES

- 18.1 The agreement as well as the assignment, the request of service and the quotation of The World of YES are fully governed by Dutch law.
- 18.2 If the parties cannot come to an agreement in the event of differences of opinion about the implementation and/or explanation of the agreement, then each party is free to contact the competent civil court.

ARTICLE 19: TRANSLATION

- 19.1 The text of the Dutch version of the general terms and conditions apply in case of any uncertainty about the translated version.

ARTICLE 20: FINAL PROVISION

- 20.1 The general terms and conditions in this document are effective as of January 1st, 2019.