

## General Terms and Conditions of Sea Your Value Consultancy.

### 1. Definitions

Sea Your Value Consultancy (also referred to as “contractor”) is a sole proprietorship incorporated under Swedish law.

### 2. Application

- 2.1 These general terms and conditions apply to all services provided by Sea Your Value Consultancy, mainly consisting of business consultancy and personal coaching. All assignments are exclusively accepted and executed by Sea Your Value Consultancy, with the exception of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code. This also applies if the client explicitly or tacitly gives his assignment with a view to execution by a specific person.
- 2.2 Sea Your Value Consultancy is free to have assignments granted under its responsibility carried out by Sea Your Value Consultancy employees to be designated by it, where appropriate with the involvement of third parties.
- 2.3 Failure to directly enforce any right or power of Sea Your Value Consultancy will not affect or limit Sea Your Value Consultancy's rights and powers under these terms and conditions. A waiver of any term or condition in these terms and conditions shall only be effective if made in writing.
- 2.4 The provisions of these terms and conditions, which are expressly or tacitly intended to remain in force even after the legal relationship between Sea Your Value Consultancy and the client has ended, will remain in force afterwards and continue to bind both parties.
- 2.5 All stipulations in these general terms and conditions have also been made for the benefit of the partners of Sea Your Value Consultancy, as well as the directors of companies of partners and all those who work or have worked for Sea Your Value Consultancy.

### 3. Liability

- 3.1 Sea Your Value Consultancy will exercise due care in the performance of its activities and in the selection of third parties to be engaged by it that can be expected from a professional service provider. If an error is made because the client has provided Sea Your Value Consultancy with incorrect or incomplete information, Sea Your Value Consultancy is not liable for the resulting damage.
- 3.2 Any liability of Sea Your Value Consultancy is limited to the amount paid out in the relevant case under the professional liability insurance it has taken out. If and insofar as, for whatever reason, no payment is made under the said insurance policy, any liability arising from gross negligence is limited to 50% of the total fee charged by Sea Your Value Consultancy in the relevant case, with a maximum of SEK50,000.
- 3.3 Sea Your Value Consultancy does not guarantee the correct and complete transmission of the content of an e-mail sent, nor the timely receipt thereof.
- 3.4 To ensure that the assignment is carried out correctly and on time, the client will ensure that Sea Your Value Consultancy receives the necessary documents on time. The client guarantees the correctness of the data.
- 3.5 Without prejudice to the provisions of article 2, these general terms and conditions apply not only to Sea Your Value Consultancy, but also to all persons and employees of Sea Your Value Consultancy involved in the performance of the assignment and/or to whom any liability in connection therewith peace.

#### 4. Fee and payment

- 4.1 Sea Your Value Consultancy 's fee does not depend on the outcome of the assignment, unless expressly agreed otherwise.
- 4.2 Sea Your Value Consultancy's fee, if necessary increased by advances and invoices from engaged third parties, will be charged to the client on a monthly basis with a payment term of 14 days, unless Sea Your Value Consultancy and the client have made other agreements about this in the assignment. All amounts are exclusive of VAT.
- 4.3 If the client has not paid within the term referred to in 4.2, Sea Your Value Consultancy is entitled, after it has demanded to pay the client at least once, without further notice of default and without prejudice to Sea Your Value Consultancy's other rights, to charge the client the statutory interest from the due date until the date of full satisfaction.
- 4.4 All reasonable judicial and extrajudicial (collection) costs incurred by Sea Your Value Consultancy as a result of the client's non-compliance with its payment obligations will be borne by the client.

#### 5. Confidentiality

- 5.1 Unless any legal provision, regulation or other (professional) rule obliges it to do so, Sea Your Value Consultancy / the persons deployed by Sea Your Value Consultancy are obliged to maintain confidentiality vis-à-vis third parties with regard to confidential information obtained from the client. The Client may grant exemption in this respect.
- 5.2 Subject to written permission from the client, Sea Your Value Consultancy is not entitled to use the confidential information made available to it by the client for a purpose other than that for which it was obtained. However, an exception is made to this in the event that Sea Your Value Consultancy acts for itself in disciplinary, civil or criminal proceedings where this may be important or if an adequate performance of the assignment requires this.
- 5.3 Unless there is any legal provision, regulation or other (professional) rule that obliges the client to disclose or Sea Your Value Consultancy has given prior written permission to do so, the client will not disclose the content of reports, advice or other written or otherwise written statements by Sea Your Value Consultancy to third parties.
- 5.4 The Client and Sea Your Value Consultancy will impose their obligations under this article on third parties engaged by them.
- 5.5 If not deemed to be in conflict with the provisions of this article, Sea Your Value Consultancy is entitled to state in outline the work performed to (potential) client of Sea Your Value Consultancy and only as an indication of Sea Your Value Consultancy's experience.

#### 6. Personal data

- 6.1 Pursuant to the statutory regulations, a (potential) client must identify himself in the context of the assignment acceptance. Sea Your Value Consultancy can only accept the assignment if it is in possession of a copy of a valid proof of identity and possibly other documents required by law.
- 6.2 The Client hereby gives permission for the processing of its personal data by Sea Your Value Consultancy. This personal data includes name, address and place of residence, as well as other data provided during or

as a result of the provision of services. Sea Your Value Consultancy treats this data confidentially and does not make it available to third parties, unless this is necessary for the execution of transactions or the data must be made available on the basis of a legal regulation.

6.3 Sea Your Value Consultancy is bound by the Personal Data Protection Act.

6.4 Sea Your Value Consultancy will, prior to accepting the assignment, ask the client to submit a copy of its proof of identity and, if applicable, a recent extract from the trade register of the Chamber of Commerce.

## 7. Disputes

7.1 The legal relationship between the client and Sea Your Value Consultancy is subject to Swedish law. Any disputes will, for assessment, be submitted exclusively to the competent court in Stockholm. If there is a difference of opinion about the interpretation of the content of these Terms and Conditions in the English translation, the Swedish version will apply.

## 8. Intellectual Property

8.1 The performance of the Assignment by the Contractor does not also imply the transfer of intellectual property rights resting with the Contractor. All intellectual property rights that arise during, or ensue from, the performance of the Assignment belong to the Contractor.

8.2 The Client is expressly prohibited from multiplying, disclosing or exploiting the products on which the intellectual property rights of the Contractor rest, or products on which intellectual property rights rest with regard to the use of which the Contractor has acquired rights of use. This includes (but is not limited to): computer programs, system designs, working methods, advice, (model) contracts, reports, templates, macros, presentations, articles, training material and other intellectual products.

8.3 The Client is not permitted to hand over the products referred to in the second paragraph to third parties without the Contractor's prior written consent. This does not apply if the Client wishes to obtain an expert opinion on the performance of the Work by the Contractor. In that case, the Client will impose its obligations under this article on the third parties engaged by it.

## 9 Force of the majority

9.1 If the parties cannot, not timely or not properly fulfill the obligations under the Agreement as a result of force majeure within the meaning of art. 6:75 of the Dutch Civil Code, those obligations will be suspended until the parties are still able to fulfill them in the agreed manner.

9.2 If the situation as referred to in the first paragraph arises, the parties have the right to terminate the Agreement in whole or in part and with immediate effect in writing, without any entitlement to any compensation.

9.3 If the Contractor has already partially fulfilled the agreed obligations upon the occurrence of the force majeure situation, the Contractor is entitled to invoice the Work performed separately and in the interim and the Client must pay this invoice as if it concerned a separate transaction.

## 10. Cancellation

10.1 The Client and the Contractor can terminate the Agreement (prematurely) at any time with due observance of a notice period of fourteen calendar days by means of a written notification (via e-mail, post or registered

letter) to the other party. If the Agreement ends before the Assignment is completed, the Client will owe the fee in accordance with the hours specified by the Contractor for Work performed for the Client.

- 10.2 If the Client proceeds to (premature) termination, the Contractor is entitled to compensation for the forecasted lost turnover that has arisen on its part and which can be made plausible with regard to the remaining part of the Assignment, to reimbursement of additional costs already incurred by the Contractor, and to compensation of costs resulting from any cancellation by third parties engaged. The budget/quotation agreed upon by the parties will be used to determine the size of the lost turnover.
- 10.3 If the Contractor proceeds to (premature) termination, the Client is entitled to the cooperation of the Contractor in the transfer of Work to third parties, unless there is intent or gross negligence on the part of the Client as a result of which the Contractor is forced to terminate . A condition for the right to cooperation as stipulated in this paragraph is that the Client has paid all underlying outstanding advances or all invoices.