Nevi - General Terms and Conditions

I. GENERAL

1. DEFINITIONS

1.1 In the context of these general terms and conditions, the terms below will have the following meaning:

Activities	Training and Educational Activities, as well as Customised Work and Network Activities carried out by the Contractor on the Client's instructions;
Participant	The person participating in an Activity, acting in the exercise of a profession or business;
Digital Products	Digital resources made available to the Participant by the Contractor or a third party by means of licences for analyses, knowledge and information transfer, facilitating contacts and training programmes, such as software, apps and tools;
Customised Work	Training and Educational Activities put together by the Contractor at the Client's request for in-company purposes;
Networking Activities	Social events such as networking events, (online) community activities and similar gatherings;
Assignment Confirmation	The confirmation of the Agreement by the Contractor, which results in the conclusion of the Agreement;
Client	The person or party with whom the Contractor enters into the Agreement;
Contractor	Nevi B.V., Arnhemse Bovenweg 160, 3708 AH Zeist, the Netherlands, listed at the Chamber of Commerce under number 27163327;
Agreement	An agreement as stipulated in Article 2.1;
Training and Educational Activities	Courses, training, learning and/or personal development programmes, both offline and online, with the exception of exams (which are subject to the conditions of the Exam Regulations).

2. APPLICABILITY

2.1 These terms and conditions will apply to agreements concluded between the Contractor and the Client, with the Contractor undertaking to perform activities.

2.2 Specific conditions will apply to certain activities. These specific conditions can be found in Part II. SPECIFIC CONDITIONS. These specific conditions will apply as a supplement to the conditions of Part I. GENERAL. In the case of contradiction between the conditions in Part I. GENERAL and Part II. SPECIFIC CONDITIONS, the conditions in Part II. SPECIFIC CONDITIONS will prevail.

2.3 These terms and conditions apply exclusively to the Activities of the Contractor and do not relate to any exams associated with the Activities. Where applicable, the Contractor will offer Participants the opportunity to register for an exam following the Activity, in return for payment of the costs associated with that exam. Exams are subject to the terms and conditions of the Exam Regulations.

2.4 Deviations from and supplements to the Agreement are valid only if expressly agreed in writing. The applicability of the Client's terms and conditions is hereby explicitly rejected by the Contractor.

2.5 In case of discrepancy between these terms and conditions and the Assignment Confirmation, the terms and conditions of the Assignment Confirmation will apply.

2.6 The Client guarantees compliance with these terms and conditions by the Participants.

3. MEMBERSHIP

3.1 Natural persons who meet the requirements for membership can become a member of the Dutch Association for Purchasing Management (*Nederlandse Vereniging voor Inkoopmanagement*), subject to the terms and conditions attached to membership and the articles of the association. Members of the Dutch Association for Purchasing Management benefit from various advantages, including a discount on participation in Activities of the Contractor.

3.2 A membership is entered into by a natural person in the exercise of a profession or business under an 'Individual Membership' or by a Client on behalf of its employees under a 'Collective Membership'.

3.3 Registration for membership can be made on the Contractor's website. At that time, two separate agreements are created. On the one hand, the agreements for the purpose of participation in the Activity with Nevi B.V., and on the other hand, the agreement for the purpose of membership with the Dutch Association for Purchasing Management.

3.4 Membership is valid until notice of termination is given in accordance with the terms and conditions for membership. Termination will be made in accordance with the terms and conditions. The date of receipt will be considered as the time of termination. Notice must be given before 1 December of the current year. The membership will end as of 31 December of the current year.

3.5 The membership fee can be paid by a party other than the member. However, this does not release the member from the obligation to pay the membership fee. In all cases, the member remains personally liable to pay the membership fee.

4. ASSIGNMENT

4.1 The work of the Contractor consists of (but is not limited to) organising Activities. The Contractor provides no guarantee and accepts no responsibility with regard to the capacity of the Activity to meet the specific wishes and needs of the Participant and/or the Client.

4.2 The Activities are geared solely to (procurement) professionals. When entering into the Agreement, the Client declares that it will act on behalf of its profession or business. If the Client indicates when registering that it is acting as a consumer, the Contractor will be entitled to refuse the registration or to impose further terms and conditions on the registration.

4.3 Registration for Activities takes place in a manner to be determined by the Contractor. Upon receipt of the required information, the Contractor will send the Client a confirmation of the registration. The Agreement will be concluded by means of the Assignment Confirmation by the Contractor or as a result of the Contractor commencing the performance of the Activities.

4.4 To the extent that the Contractor is dependent on information from, or cooperation of, the Client or a Participant for the proper fulfilment of its obligations, the Contractor's obligations will be suspended in the case of late provision of such information or cooperation, without prejudice to the Client's obligation to fulfil its obligations.

5. FORCE MAJEURE

5.1 If the Contractor is unable to fulfil its obligations under the Agreement, or is unable to do so on time or properly, due to circumstances beyond its control, the Contractor will not be liable and the obligations affected by the impediment will be suspended until such time as the Contractor is able to fulfil them in the agreed manner.

5.2 If experts, such as speakers, tutors, examiners, trainers and coaches are unable to attend, or if the availability of the Client's or third parties' locations changes, such will always be regarded as force majeure on the part of the Contractor. The Contractor reserves the right to move the Activity to another time and/or location, as the case may be, or to take any other measure reasonable in the opinion of the Contractor, without being liable for damage suffered by the Client or Participant or additional costs incurred.

5.3 If the period in which the Contractor cannot perform its obligations as a result of force majeure lasts or will last longer than two months, the Contractor will be entitled to dissolve all or part of the agreement, without this resulting in any obligation to pay compensation. The Client does not have the right to terminate the agreement, but can suspend it until the time that the force majeure situation has ended, without any right to compensation ensuing as a result of this suspension.

5.4 If the Contractor has already partially fulfilled its obligations at the beginning of the force majeure event, the Contractor will be entitled to invoice the work performed separately and prematurely and the Client will be obliged to settle this invoice as if it concerned a separate Agreement.

6. MINIMUM/MAXIMUM NUMBER OF PARTICIPANTS

6.1 In a number of cases, activities will take place only if there is sufficient interest, at the discretion of the Contractor. The Contractor reserves the right to cancel an Activity if, in the opinion of the Contractor, there are too few registrations for this Activity, without being liable for any damage suffered as a result of the cancellation. Participants will receive notification of such, after which their obligations will lapse and an alternative solution will be sought.

6.2 In the case of Customised Work, the Client will continue to be obliged to pay all agreed fees, even in the case of fewer Participants than initially anticipated.

6.3 If the number of applications exceeds the number of places available, places will be allocated in the order of registration. At the discretion of the Contractor, the registration of non-placed Participants may be cancelled or Participants may be placed on a waiting list.

6.4 In the event of Customised Work, the Client will be permitted to allow extra Participants to participate in the Activity with the prior permission of the Contractor. The Contractor will be entitled to attach further conditions to permission (e.g. an adjustment to the agreed fee), or to refuse permission (if, for example, in the reasonable opinion of the Contractor, an increase in the number of Participants would be detrimental to the quality of the Activity).

6.5 Admission to an Activity may be subject to further requirements and/or selection by the Contractor.

7. FEES AND COSTS

7.1 The prices for participation in Activities will be published on the Contractor's website, or will be communicated by the Contractor to the Client as the case may be, with due observance of the stated validity period. Prices may be subject to change. Published prices are in euro and exclusive of VAT.

7.2 Payment by the Client of the amounts owed to the Contractor must be made, without the Client being entitled to any deduction, discount, suspension or settlement, no later than 30 days of the invoice date,

but always before the start of the Activity, unless agreed otherwise. The day of payment will be the day of which the amount owed is credited to the account of the Contractor.

7.3 If the Client has not paid within the term specified in the second paragraph, the Client will be in default by operation of law and the Contractor will be entitled from that time to increase the amount by the applicable statutory commercial interest rate.

7.4 If the Client has not paid within the term specified in the second paragraph, the Client will be obliged to reimburse all judicial and extrajudicial (collection) costs actually incurred by the Contractor. Reimbursement of costs incurred will not be limited to any cost award that may be made by a court.

7.5 In the event of an Agreement entered into jointly, the Clients will be jointly and severally liable for the payment of the invoice amount, the interest owed and costs.

7.6 The Contractor will be entitled at all times to require the Client to provide security for its payment obligations under the Agreement, in a form to be determined by the Contractor, or to require the Client to pay all or part of the amount due in advance upon entering into the Agreement.

8. INTELLECTUAL PROPERTY

8.1 In so far as copyright, trademark, model, trade name or other intellectual property rights are vested in materials (physical or digital) made available to the Participant and/or the Client by the Contractor for the purposes of the Activities, the Contractor is and will remain the holder by virtue of licences from third-party rightsholders or the holder of these rights, respectively.

8.2 Participants and Clients acquire only a personal and non-transferable right of use to materials made available for the purposes of the Activities, in so far as this is necessary for the performance of the Agreement. Participants and Clients may use the materials made available only for the purpose for which they have been provided, may not reproduce them and may not alter or remove any copyright, trademark, model, trade name and other indications.

8.3 In the event of violation of this article, the Participant and/or the Client will be obliged to pay an amount of € 1,000 per day that the Participant and/or the Client is in violation, with a maximum of € 100,000.

9. LIABILITY

9.1 The Contractor has a best-efforts obligation to perform the Activities with due care. The Contractor will not be liable vis-à-vis the Client for any loss or damage, even if such loss or damage is caused by or can be attributed to third parties engaged by the Contractor for the performance of the Agreement. The Contractor will be liable only if and in so far as the failure is the result of a deliberate act or omission or wilful recklessness on the part of the Contractor.

9.2 If the Contractor is obliged to compensate damage, this compensation will be limited to the agreed price involved in the Agreement (and, in the case of a continuing performance contract, for the duration of one year).

9.3 The Client will be liable for damage caused by the Participant to the property of the Contractor or third parties.

9.4 In so far as sports and comparable activities are part of the Activities, the Participant must assess for himself or herself whether he or she is physically and conditionally capable of participating responsibly in the Activities.

9.5 Staff, speakers, tutors and other auxiliary persons engaged by the Contractor in the performance of the Activities will never be personally liable for any damage suffered by the Client as a result of an attributable failure or wrongful act in connection with the Activities.

10. PERSONAL DATA

10.1 By entering into an Agreement with the Contractor, the Participant grants the Contractor permission to process his or her personal data, in accordance with the Contractor's Privacy Statement.

11. GOVERNING LAW AND DISPUTES

11.1 These terms and conditions will be governed by Dutch law. Any disputes ensuing from the Agreement, to which these terms and conditions apply and are not covered by the competence of the sub-district court, will be submitted to the competent court in The Hague, the Netherlands.

PART II. SPECIFIC CONDITIONS

12. TRAINING AND EDUCATIONAL ACTIVITIES

12.1 Training and Educational Activities are standard activities and the Participant should ascertain the content of the Activity before registering. The Contractor will accept no responsibility for the suitability or otherwise of the Activity for the purpose or result intended by the Participant. The Contractor may attach specific conditions to participation in educational activities with exams. The Client may, on the basis of written agreements with the Contractor regarding, for instance, numbers and participation, register groups of employees as Participants for Training and Educational Activities.

12.2 The Client has the right to allow another participant to participate in the Training and Educational Activities free of charge instead of a registered Participant, provided that this Participant meets the profile set by the Contractor for the Activity and subject to the approval of the Contractor (which will not be withheld on unreasonable grounds). After the start of the Trainings and Educational Activities, replacement will not be permitted.

12.3 Online events are Training and Educational Activities, as well as Customised Work and Network Activities that are offered online. Unless stated otherwise, registration for an online event is strictly personal and cannot be transferred. The Participant will not be permitted to share his or her login details with a third party nor to participate in the Activity jointly. Participants can register for online events via the Contractor's website.

12.4 The Client will be authorised to cancel an agreement geared to Training and Educational Activities. Cancellation must be effected in writing. The date of receipt of the cancellation will be considered the time of cancellation. Depending on the time of cancellation, costs may or may not be charged:

(a) Up to four weeks before the start of the Activity, no costs will be charged;

(b) From four to two weeks before the start of the Training or Educational Activity €250 will be charged;

(c) Within two weeks before the start of the Training or Educational Activity, the full amount for participation in the Activity will be due;

(d) Cancellation costs will be immediately due and payable.

12.5 The cancellation provision will not apply if at the written request of the Participant or Client the registration for the Training and Educational Activities is moved to a later time than the Training and Educational Activities for which the Participant was initially registered, and subject to availability of capacity or other restrictions. Moving is free of charge if the request is received no later than four weeks before the start of the Training and Educational Activities. In the event of a move within four weeks before the start of the Activity (subject to availability), an administration fee of €250 will be due.

12.6 The Contractor will be entitled to dissolve an agreement for Training or Educational Activities, without any obligation to pay damages. If this option is exercised, the Contractor may choose not to make a refund but instead to issue a voucher to the Client.

13. CUSTOMISED WORK

13.1 The Contractor's Agreement for the performance of Customised Work will be entered into only by means of a contract specifically concluded for the performance of the Activity in question.

13.2 The Contractor will make a proposal on the basis of information provided by the Client to the Contractor. The Client guarantees that this information necessary for the development and execution

of the assignment is complete and correct. The Contractor will carry out the Customised Work from an independent position and will adhere to the programme developed on the basis of consultation between the Contractor and the Client. During the Activity, the staff of the Client who participate must be fully available. Customised Work is not accessible to third parties invited by the Client, except with the explicit prior permission of the Contractor.

13.3 In the event of cancellation of Customised Work developed by the Contractor at the Client's request, the full amount of the Customised Work and all costs incurred will be payable. Cancellation costs will be immediately due and payable.

14. NETWORKING ACTIVITIES

14.1 Participants may attend Network Activities intended for them after registering via the website of the Contractor. Network Activities may be paid or free of charge. The Client will be entitled to register employees for Network Activities.

14.2 Cancellation or 'no show' of participation in a Network Activity must be made in writing subject to the notice period and conditions. The date of receipt will be considered the time of cancellation. Depending on the time of cancellation or no-show, costs will be charged, regardless of whether the Network Activity is paid or free of charge:

(a) Up to four weeks before the start of the Network Activity, no costs will be charged;

(b) From to two weeks before the start of the Network Activity, €75 will be charged;

(c) Within two weeks before the start of the Network Activity, the full amount for participation in the activity will be due;

(d) Cancellation costs will be immediately due and payable.

14.3 The Contractor will be entitled to dissolve an agreement for Network Activities without incurring any obligation to pay damages. If this option is used, the Contractor may choose not to make a refund but instead issue a voucher to the Client.

15. DIGITAL PRODUCTS

15.1 These provisions are additionally applicable to Agreements with regard to Digital Products.

15.2 The Agreement with regard to the use of Digital Products will state the fee payable for the Digital Products and, if applicable, the permitted number of Participants. Fees can be based, for instance, on a one-off payment, subscription, pay per view or pay per download. In the event of an increase in the number of users, the Contractor will be entitled to change the prices in accordance with the price model for the delivery of the Digital Product.

15.3 The Contractor will grant the Client a non-exclusive, revocable, limited, non-transferable, non-sub-licensable license for the Digital Product, for access to and use of the Digital Product by the agreed number of Participants during the agreed period and in the agreed manner. The Contractor will grant this license only under the applicable conditions and subject to full and timely payment.

15.4 The Participant will have access to the Digital Product by means of a personal access code. The access code provided by the Contractor may be used only by the Participant. The Participant will be responsible for keeping the code confidential. The Contractor reserves the right change the way in which the Digital Products are made available.

15.5 The Contractor or the third party responsible for the Digital Product will ensure that the content is updated. The Contractor reserves the right to change the content, to remove certain content and to add content.

15.6 The Participant must ensure that he or she acquires the equipment, software and other (e.g. data communication) facilities in order to be able to use the Digital Product, at his or her own risk and expense. The Contractor advises Participants to use the most recent version of the Digital Product at all times. Older versions may no longer be supported.

15.7 The Participant will not make the Digital Product available to third parties. In addition, the Participant will not modify, reproduce, disclose, transfer or sell the Digital Products or make them available to another party in any other way.

15.8 If an Agreement relating to a Digital Product has a term of one year or longer, or if the number of users of the Digital Product changes by more than 10% during the term, the Client will inform the Contractor of the actual number of users and the Contractor will be authorised to adjust the agreed fee accordingly.

15.9 If the Agreement for Digital Products is concluded in the form of a subscription, the Agreement will be entered into for the term stated in the Agreement. Unless notice of termination is given at least 30 days before the expiry of the term, the Agreement will be tacitly renewed for a similar period in each case. Notice must be given in writing.