General terms and conditions.

> Jos Govaart B.V., based in Teteringen, the Netherlands, Chamber of Commerce no. 66359031, VAT NL856511717B01. Version November 2026.

These terms apply to all assignments Jos Govaart B.V. carries out for companies and organisations: brand research and brand plans, communication strategy, advice, interim assignments, training and coaching. They are written in plain language on purpose. In case of doubt, the interpretation that best reflects what the parties reasonably intended applies. This is a translation; in case of any difference, the Dutch text prevails.

Article 1. Definitions.

- Jos Govaart B.V.: the contractor, hereinafter "we" or "our".
- Client: the organisation that gives us an assignment, hereinafter "you".
- Assignment: the agreement between you and us on work we do for you, as set out in a quotation, confirmation or email.
- Kit: a defined package with a fixed price and a described deliverable, such as a scan, an academy programme or a complete brand plan.
- Training: a training, workshop, session or coaching, on location or online.

Article 2. Applicability.

1. These terms apply to all quotations and assignments of Jos Govaart B.V.
2. We work exclusively for companies and organisations, not for consumers.
3. Your purchasing or other terms do not apply, unless we have expressly accepted them in writing.
4. Deviations from these terms only apply if agreed in writing, and only for that specific assignment.

Article 3. Quotations and formation of the agreement.

1. Our quotations are valid for thirty days, unless the quotation states otherwise.
2. An assignment is formed as soon as you accept the quotation in writing or by email, or as soon as we start the work with your consent.
3. A quotation is based on the information you give us. If that information turns out to be incorrect or incomplete, we may adjust the quotation.

Article 4. Performance of the assignment.

1. We carry out the assignment carefully and to the best of our ability. This is an obligation of effort: we do not guarantee a specific result, such as an increase in brand awareness, publicity or the outcome of a pitch.

2. We carry out the assignment independently and decide how and when we do the work, within the agreements we make with you. There is no relationship of authority or employment.
3. We may engage third parties, such as research and panel agencies, camera operators, journalists for simulations or fellow professionals. We remain your point of contact and responsible for the assignment.
4. Deadlines in a quotation or schedule are guidelines, not strict deadlines. If a deadline is at risk, we will let you know as soon as possible.

Article 5. Your cooperation.

1. You make sure we have timely access to the information, people and access required, such as interviewees, data, rooms and contacts.
2. You are responsible for the accuracy of the information you give us.
3. If the assignment is delayed or takes more time because your cooperation is missing or late, we may charge the additional time and costs.

Article 6. Changes and additional work.

1. If you want to extend or change the assignment during its performance, we will first discuss what that means for time and costs.
2. We only carry out additional work after you have agreed to it in writing or by email.
3. Additional work is charged at our day rate, unless we agree a fixed price.

Article 7. Prices and costs.

1. All prices are in euros and exclude VAT.
2. Kits are charged at the fixed price in the quotation. Support, advice and additional work are charged at our day rate as stated in the quotation.
3. External costs, such as research panels, software licences, camera crews, journalists for simulations, venue hire and travel costs outside the Randstad and Brabant regions, are passed on to you without mark-up, or invoiced to you directly. We only incur these costs with your approval.
4. If an assignment runs for more than twelve months, we may adjust our rates as of 1 January. We will inform you at least one month in advance.

Article 8. Payment.

1. Kits are invoiced in two parts: half at the start and the rest on delivery, unless the quotation states otherwise. Training is invoiced afterwards, support monthly in arrears.
2. You pay within thirty days of the invoice date.
3. If you do not pay on time, you owe the statutory commercial interest without notice of default. If we have to take collection measures, the reasonable costs are for your account.
4. In case of payment arrears, we may suspend the work until you have paid.

Article 9. Cancelling and rescheduling training.

1. You can cancel a training free of charge up to thirty days before the date.
2. If you cancel between thirty and eight days before the date, you pay 50% of the price of the training.

3. If you cancel within seven days before the date, you pay the full price.
4. Rescheduling counts as cancelling, unless we jointly set a new date within three months. This is possible once.
5. External costs already incurred or no longer cancellable are charged in all cases.
6. A participant who cannot attend may be replaced by a colleague free of charge.
7. If we have to cancel a training due to illness or force majeure, we will schedule a new date together. We do not reimburse any costs you incur as a result.

Article 10. Early termination.

1. You and we may terminate an assignment early in writing. For a kit, you then pay the part of the price that corresponds to the work already done, with a minimum of half the price, plus external costs incurred.
2. For support or interim assignments based on a day rate, a notice period of one month applies, unless the quotation states otherwise.
3. Either party may terminate the assignment with immediate effect if the other party goes bankrupt, applies for a suspension of payments, or fails to meet a material obligation and still does not do so after a written reminder with a reasonable term.

Article 11. Intellectual property.

1. Our methods, ways of working, models, templates, training materials, exercise cards and toolkits remain ours. This also applies if we have adapted them for your assignment.
2. You may use the materials you receive from us within your own organisation, for the purpose for which they were provided. For an academy programme, this means your team may continue to use the method and templates internally.
3. You may not resell our materials, make them available to third parties or use them to offer training or services to others yourself, unless we agree in writing.
4. What we create specifically for you, such as a brand plan, communication strategy, crisis manual or research report, becomes yours once you have paid for the assignment in full.
5. Recordings made during a training are intended for the participants and are not shared outside your organisation without the consent of the people in them.

Article 12. Confidentiality.

1. We treat all information we receive from you or learn during the assignment as confidential. This also applies after the assignment has ended.
2. We do not name you as a reference, or talk about the assignment, without your express consent. We may, however, describe in general, non-identifiable terms the kind of question we worked on.
3. We impose the same confidentiality on third parties we engage.
4. You likewise treat information about our working methods, prices and materials as confidential.
5. Confidentiality does not apply to information that is already public, or that we are required to share by law or court order.

Article 13. AI and personal data.

1. We use AI tools in our work, for example for analysis, research and drafting. A person always reviews and is accountable for the final result.
2. We only process your confidential information and personal data in tools that do not use this data to train their models, and whose supplier provides appropriate security.
3. We only use synthetic data or AI-simulated respondents for exploration, never as a substitute for real research in a baseline measurement or tracking.
4. If we process personal data on your behalf, such as in interviews or research among your customers, we do so in accordance with the GDPR. Where required, we conclude a data processing agreement for this.

Article 14. Liability.

1. We are only liable for direct damage resulting from an attributable failure in the performance of the assignment.
2. Our liability is limited to a maximum of € 50,000 per assignment. A series of related events counts as one event.
3. We are not liable for indirect damage, such as consequential loss, lost profit, missed savings, reputational damage or damage due to business interruption.
4. We are not liable for damage resulting from incorrect or incomplete information you gave us, for decisions you make based on our advice, or for the way the media, the public or other third parties respond.
5. For errors by third parties we engaged with due care, we are not liable beyond what we would be ourselves under this article.
6. These limitations do not apply if the damage results from intent or deliberate recklessness on our part.
7. You must submit a claim for damages to us in writing within twelve months after you discovered or could have discovered the damage. After that, the right lapses.

Article 15. Force majeure.

1. In case of force majeure, we do not have to meet our obligations for as long as it lasts. Force majeure includes illness, failure of third parties we engaged, system outages and government measures.
2. If the force majeure lasts longer than two months, you and we may terminate the assignment in writing. You then pay for the work already done.

Article 16. Complaints.

1. If you are not satisfied with our work, let us know in writing within fourteen days after delivery or after the training, with a description that is as specific as possible.
2. If the complaint is justified, we will redo or adjust the work. If that no longer makes sense, we will credit a reasonable part of the invoice.
3. A complaint does not suspend your payment obligation for the undisputed part.

Article 17. Applicable law and disputes.

1. All assignments are governed by Dutch law.
2. We prefer to resolve a disagreement together. If that fails, either party may submit the dispute to the competent court of the District Court of Zeeland-West-Brabant.

Article 18. Changes to these terms.

1. We may change these terms. For ongoing assignments, the version that applied when the assignment was formed remains in force, unless you agree to the new version.
2. In case of any difference between a translation and the Dutch text, the Dutch text prevails.