

GENERAL TERMS AND CONDITIONS

SKY PROFESSIONALS B.V.

Article 1. Definitions

For the purposes of these General Terms and Conditions, the capitalised definitions below have the following meanings:

- a. **Contract/Agreement:** the contract for services, whereby the Contractor undertakes to perform certain activities for Client.
- b. **Client:** the natural person or legal entity who has commissioned the Contractor to perform work.
- c. **Contractor:** the private company with limited liability, Sky Professionals B.V., listed in the trade register of the Chamber of Commerce under number 17177341.
- d. **Party:** Client or the Contractor separately.
- e. **The Parties:** Client or the Contractor jointly.
- f. **Work:** all activities to be performed by the Contractor for the benefit of Client that have been commissioned and that the Contractor has accepted, as well as all resulting work and activities.

Article 2. Scope of application

- 2.1 The General Terms and Conditions apply to all requests, offers, agreements, legal acts or legal relationships to which the Contractor is a party. These General terms and Conditions also apply to any additional or subsequent Contracts.
- 2.2 These General terms and Conditions can only be deviated from if the Parties have agreed to this in writing in, for instance, the Agreement or order confirmation.
- 2.3 The Contractor expressly rejects the applicability of any of Client's general terms and conditions.
- 2.4 If any conditions in these General terms and Conditions deviate from a condition in the Agreement, the condition in the Agreement will apply with regard to the deviation.
- 2.5 The Contractor is entitled to change these General Terms and Conditions unilaterally.

Article 3. Agreement

- 3.1 All of the Contractor's quotations and offers are subject to confirmation without obligation.
- 3.2 An Agreement is only concluded when the Contractor confirms this (in writing) to Client.
- 3.3 No Agreement is concluded if Client deviates from the acceptance of the offer. In that case, the Contractor is not bound to the offer or to the deviating acceptance, unless the Contractor explicitly agrees to the change in writing.
- 3.4 A combined quotation does not oblige the Contractor to fulfil a part of the order for a corresponding part of the quoted price.
- 3.5 The Parties may agree on a fixed fee. If no fixed fee has been agreed, the Work will be performed on a management basis (i.e. hours spent) based on the rates applied by the Contractor.
- 3.6 The Contractor is entitled to pass on price increases if the rates increase between the time of the offer and the delivery of the goods or services.
- 3.7 The Contractor may assume that the information provided by Client is correct.
- 3.8 Client is obliged to ensure that the Contractor has timely access to information, permits, exemptions or similar decisions that are necessary for the implementation of the Agreement. If this information and the decisions are not given to the Contractor in time, the Contractor has the right to suspend the performance of the Agreement and/or to charge on the (additional) costs resulting from the delay.
- 3.9 The quotations already made and the prices used in them do not apply to future requests on the part of Client.

Article 4. Terms

- 4.1 The Contractor is only obliged to provide training or courses after Client has fulfilled its (due and payable) obligations under the Agreement.
- 4.2 The Agreement is entered into for a definite period, unless the nature of the Agreement dictates otherwise.
- 4.3 If the Parties have agreed on a term, this is never a final deadline that applies to the Contractor. The Contractor is only in default after it has been given notice of default and has allowed the reasonable period set for this to expire.
- 4.4 The terms/delivery times used by the Contractor are indicative and do not entitle Client to terminate the Agreement and/or give Client the right to compensation if these time limits are exceeded.

- 4.5 The Contractor is entitled to extend the agreed term(s) by the time necessary to implement the Agreement if circumstances arise that were not known to the Contractor before or during the conclusion of the Agreement.
- 4.6 If the Parties have agreed that the Agreement will be executed in phases, the Contractor is entitled to suspend the implementation of the separate phases until Client has approved the results of the preceding phase(s) in writing.
- 4.7 If Client suspends its obligations, the agreed term will be extended by the duration of the suspension.
- 4.8 If the Contractor or third parties engaged by it perform work at a location designated by Client, Client will ensure – at its own expense – that the facilities that Client requires and deems necessary are available.
- 4.9 If during the implementation of the Agreement it appears that it is necessary to change or supplement the work to be performed, the Contractor is entitled to perform this additional work on the instructions of Client. Client will reimburse/offset these contract extras or reductions.

Article 5. Cancellation

- 5.1 Client is only entitled to cancel (i.e. terminate) the Agreement in writing free of charge at least fourteen days before the agreed deadline.
- 5.2 Client will owe 50% of the agreed fee, if the cancellation – regardless of the cause – takes place at least 7 days before the agreed course date/term and the entire fee if it takes place afterwards/afterwards (i.e. a period shorter than 7 days is observed).
- 5.3 Course participants may be replaced by others if and insofar as Client has notified the Contractor of this in writing before the course is due to start.

Article 6. Complaint period

- 6.1 Client is obliged to ascertain whether the goods purchased and delivered and the services provided comply with the Agreement or not at the time of supply and delivery. If Client believes that the Contractor has not fulfilled its obligations under the Agreement, Client must report this in writing within ten days after it has discovered or should reasonably have discovered the breach of contract. If Client allows this period to expire, it cannot claim that the service provided does not comply with the Agreement.
- 6.2 If a complaint is well founded, the Contractor will still carry out the work as agreed, or at least fulfil its obligations under the Agreement.

Article 7. Liability

- 7.1 Taking part in the course/training/instruction is entirely at Client's and/or the participant's own risk. The Contractor is never liable for the damages that Client and/or participant suffers/will suffer as a result of participating in the training, instruction or course in question.
- 7.2 The Contractor disclaims liability for damage caused to items belonging to Client and/or third parties that are in the vicinity or on the plot where the training, instruction or course is carried out.
- 7.3 The Contractor is not liable for any consequential damages, trading loss, indirect damage and/or lost income, regardless of the cause.
- 7.4 The Contractor's liability, regardless of the reason, is limited to the sum that the liability insurer reimburses, and in any event never exceeds the compensation that Client owes on the basis of the Agreement. If the term of the Agreement exceeds six months, the liability is limited to the compensation owed over the previous six months.
- 7.5 Client indemnifies the Contractor against any third-party claims, in particular from participants who suffer damages in connection with the performance of the Agreement.
- 7.6 The Contractor is not liable if the damages arise because Client and/or third parties follow the Contractor's advice/instructions and/or consulted the Contractor's brochures, catalogues and advertising material. If the Contractor seconded employees to Client, the Contractor is not liable for damages resulting from the instructions, directions, advice or orders that these employee(s) provides/provide.

Article 8. Force majeure

- 8.1 If circumstances arise that prevent the fulfilment of any obligation on the part of the Contractor that cannot be attributed to the Contractor, this constitutes force majeure.
- 8.2 Force majeure in any event includes circumstances that the Contractor could not have anticipated at the time the Agreement was concluded, employee strikes, government measures, delays in supply, export bans, riots, wars, mobilisations, transport difficulties, import restrictions, fire, illness,

theft, business disruptions, power outages, non or late delivery on the part suppliers or other third parties engaged, earthquakes, pandemics, measures by any government bodies, the consequences of hacking and technical failures or omissions on the part of suppliers and/or manufacturers as well as assistants and incidents that the Contractor cannot reasonably insure. Force majeure also includes malfunctions in the telecommunications networks, other networks or connections or communication systems used. If the force majeure affects a specific exam, the Contractor will – if possible – try to set a different time or day for sitting this exam.

- 8.3 In the event of force majeure, the Contractor is entitled to suspend the implementation of the Agreement, or to cancel/terminate the Agreement without judicial intervention, provided it notifies Client in writing; the Contractor will not be obliged to pay any compensation for damages regardless of the reason.
- 8.4 If the Contractor has partially fulfilled its obligations under the Agreement at the time the force majeure occurs, the Contractor is entitled to charge for the obligations fulfilled. Client is then obliged to pay this invoice.

Article 9. Payment

- 9.1 The prices stated in offers and agreements are excluding VAT and other government levies.
- 9.2 The Contractor's invoice must be settled within thirty days of the invoice date.
- 9.3 If Client allows the period referred to in paragraph 2 to expire, it will be in default by operation of law.
- 9.4 Client will owe a contractual interest of 2% per month on the amount it owes from the date of default onwards.
- 9.5 The payments made by Client serve primarily to pay the interest and extrajudicial collection costs owed, and secondly to settle the invoices that have been outstanding the longest, even if Client states that the payment relates to other claims made by the Contractor.
- 9.6 If the Contractor so requests, Client is obliged to provide security that it will fulfil its obligations.
- 9.7 Client is not entitled to suspend its payment obligations.

Article 10. Extrajudicial costs

If Client fails to meet its payment obligations, the reasonable costs incurred for obtaining an out-of-court settlement will be for Client's account. The costs are set as follows:

- For the first € 15,000: 25%
- For the excess: 15%

Article 11. Course material/practise location

- 11.1 If the Contractor holds training sessions or courses or gives instructions, the Contractor's syllabus and the course roster will apply.
- 11.2 The participants in the training session or courses or those given instructions will receive the course roster prior to the course. It is sufficient for the Contractor to give the course roster to Client, who will then distribute it to the participants.
- 11.3 If practise locations, classrooms, simulators and the like are used, the Contractor may deploy additional instructors if it deems it necessary. Client will bear the costs for this, and the Contractor will inform Client of this in advance.
- 11.4 If practise locations, classrooms, simulators and the like are used, Client is obliged to clean them after use. If Client fails to do so, it will be obliged to bear the cleaning costs.
- 11.5 When hiring practise locations, classrooms, simulators and the like, the Contractor is not liable for damages to property belonging to Client, participants and/or third parties, nor for personal injury, regardless of the reason.

Article 12. Retention of title

- 12.1 The Contractor remains the owner of the delivered goods after delivery:
- as long as Client's claims arising from non-fulfilment of the obligations have not been settled;
 - if Client fails to fulfil, or it is likely that it will fail to fulfil its obligations under this Agreement or other agreements.
- 12.2 The Contractor is entitled to take the goods it has delivered away from Client or third party/parties if Client fails to fulfil its obligations and/or there are well-founded fears that this is likely to happen.

12.3 If the Contractor has made items available to Client, Client is obliged to return the delivered items, within fourteen days, in their original condition, free of defects and in full. If Client does not comply with this obligation, it is obliged to bear the costs arising from this.

Article 13. Intellectual property

13.1 The Contractor retains the copyrights to all industrial property rights to the offers made, and the designs, advice, course material, images, drawings, models and software provided.

13.2 These rights remain the property of the Contractor regardless of whether costs have been charged to Client for their creation. This information may not be copied, used or disclosed to third parties without the Contractor's explicit permission. If this provision is violated, Client will owe an immediately due and payable fine of € 5,000.

Article 14. Applicable law

14.1 The Agreement and these General terms and Conditions are governed by Dutch law.

14.2 All disputes will be settled by the competent court in the district where the Contractor has its registered office.

Article 15. Remedy clause in the event of invalidity

15.1 If any provisions in these General terms and Conditions or in the Agreement are wholly or partly void and/or invalid and/or unenforceable due to any statutory provisions or judicial decisions or otherwise, this will not have any consequences for the validity of all other provisions of these General terms and Conditions or the Agreement.

15.2 If any provisions pursuant to paragraph 1 of this article should be wholly or partly void and/or invalid and/or unenforceable, a provision that is as similar as possible to the invalid provision in terms of content and purport will replace the wholly or partly void or nullified provision. The preceding sentence is without prejudice to the Parties' ability to consult with each other in order to replace the wholly or partly void or voided provision with a provision that comes as close as possible to the wholly or partly void or voided provision.