

General terms and conditions of Sports + Vitality BV.

Article 1 – Definitions

- 1.1 Contractor: Sports + Vitality BV, utilizing these general terms and conditions for the provision of its services or products.
- 1.2 Client: the party, including but not limited to, the employer or private individual or entity, entering into a collaboration with the contractor and issuing the assignment.
- 1.3 Agreement: any arrangement between the client and the contractor for the provision of services by the contractor on behalf of the client, regardless of the form in which this agreement is cast.
- 1.4 Proposal: a proposal for an agreement between the client and the contractor.
- 1.5 Services: all products and services provided by the contractor to the client, including, but not limited to, the activities specified in the order form, as well as all other activities performed for the client of any nature, carried out within the scope of an assignment, including activities not explicitly requested by the client.

Article 2 – General

- 2.1 The contractor is, among other things, a service provider aiming to raise awareness of health and seeking to make improvements in lifestyle and vitality where desirable and possible. The services primarily target business-to-business, although some services are also suitable for group requests or individuals.
- 2.2 These general terms and conditions apply to and form part of every proposal, quotation, agreement, or otherwise between the contractor and the client. These general terms and conditions also apply to additional assignments and follow-up assignments from the client. Deviations from these conditions are only valid if expressly agreed upon in writing.
- 2.3 If, when issuing the assignment or subsequently, the client refers to any purchase or other general conditions of the client, it is explicitly rejected unless expressly accepted in writing by the contractor.
- 2.4 If one or more provisions of these general terms and conditions are null and void or are declared void, the remaining provisions of these general terms and conditions remain fully applicable. The client and the contractor will then consult to agree on a new provision to replace the null or void provision, as much as possible in line with the purpose and intent of the original provision.
- 2.5 These general terms and conditions are also drawn up for the benefit of the management of the contractor, as well as for individuals who, in the broadest sense of the word, work and/or have worked on behalf of the contractor. Such individuals are entitled to invoke the provisions set forth in these conditions.
- 2.6 The obligation arising from the assignment to provide services exists, unless the assignment expressly and in writing provides for (exclusively) an action or result, as an effort to the best of one's ability, based on the data provided by the client.
- 2.7 All assignments from the client are exclusively accepted and carried out by the contractor, regardless of to whom within the contractor the assignment has been given, even if it is expressly or implicitly intended that the assignment will be executed by a specific person.

Article 3 – Quotations and Offers

- 3.1 All quotations and offers from the contractor are non-binding. A quotation or offer expires if the product/service to which the quotation or offer relates is no longer offered and/or (sufficiently) available in the meantime.
- 3.2 In addition to Article 3.1, the contractor cannot be bound by the content of quotations and/or offers if the client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
- 3.3 The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping, and administrative costs, unless otherwise indicated.
- 3.4 Offers are based on the information available to the contractor.
- 3.5 An offer and/or quotation can be revoked unless it contains a period for acceptance or its irrevocability follows in another way from the offer.
- 3.6 If the quotation or offer contains a non-binding offer and this offer is accepted by the client, the contractor is entitled to revoke the offer within two days after receipt by the client.
- 3.7 If the acceptance deviates from the offer included in the quotation or offer, this is considered a new offer from the client. The contractor is not bound by this new offer unless expressly accepted in writing.
- 3.8 A composite quotation does not obligate the contractor to perform a part of the assignment for a corresponding part of the specified price. Offers or quotations do not apply automatically to future orders unless expressly agreed otherwise in writing.

Article 4 – The Agreement and Provision of Data

- 4.1 The agreement between the contractor and the client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if parties have expressly and in writing agreed otherwise.
- 4.2 The client guarantees that all data, indicated by the contractor as necessary or that the client reasonably understands to be necessary for the execution of the agreement, will be provided to the contractor in a timely manner. The execution period does not commence until the client has provided the data correctly and completely. If the data required for the execution of the agreement is not provided to the contractor in a timely and/or complete (correct) manner, the contractor has the right to suspend the execution of the agreement and/or charge the client for the additional costs resulting from the delay according to the usual rates.

Article 5 – Execution of the Agreement

- 5.1 The contractor is at all times authorized, at the expense and risk of the client, to engage third parties for the execution of the agreement. The contractor is entitled to accept stipulations from third parties on behalf of the client. Anyone engaged by the contractor to execute the agreement can invoke these general terms and conditions.
- 5.2 If a deadline for certain activities by the contractor has been agreed upon for the completion of the agreement, it is not a strict deadline unless expressly agreed otherwise in writing. Exceeding the agreed deadline does not constitute attributable default by the contractor. For this reason, the client cannot terminate the agreement and has no right to compensation.
- 5.3 The contractor is entitled to execute the agreement in various phases and, if so executed, to invoice the completed portion separately if desired by the contractor.

Article 6 – Suspension, Termination, and (Interim) Termination of the Agreement

6.1 If the duration of the assignment is one year or longer or indefinite, the parties must observe a notice period of at least 3 months.

6.2 The assignment does not terminate due to the death, legal incapacity, or bankruptcy of individuals working for the contractor. Articles 7:404, 7:407 paragraph 2, and 7:409 of the Civil Code explicitly do not apply.

6.3 The contractor is authorized to suspend the fulfillment of obligations or terminate the agreement if:

The client fails to fulfill, not fully or not timely, the obligations from the agreement.

Circumstances become known to the contractor after the conclusion of the agreement that provide good grounds to fear that the client will not fulfill the obligations.

The client, when concluding the agreement, is requested to provide security for the fulfillment of obligations from the agreement, and this security is not provided or is insufficient (see also Article 12 below).

Due to the delay on the part of the client, it can no longer reasonably be expected of the contractor to fulfill the agreement under the originally agreed conditions.

6.4 The contractor is authorized to terminate the agreement if circumstances arise that are of such a nature that the fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that, in the sole judgment of the contractor, the unaltered continuation of the agreement cannot reasonably be required of the contractor.

6.5 If the contractor proceeds to suspension or termination, they retain their rights under the law and the agreement and are in no way obligated to compensate for damages and costs that have arisen in any way as a result.

6.6 In the event of liquidation, (application for) suspension of payment, bankruptcy, or attachment against the client, debt restructuring, or any other circumstance that prevents the client from freely disposing of their assets, the contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on their part to pay any damages. The claims of the contractor against the client are immediately due and payable in that case.

Article 7 – Amendment of the Agreement

7.1 If, during the execution of the agreement, it becomes apparent that it is necessary to modify or supplement the activities to be carried out for proper execution, the parties will adjust the agreement accordingly in writing and in consultation. Only in such a case will the modification(s) or addition(s) become part of the agreement.

7.2 If the parties agree to modify or supplement the agreement, it may affect the completion time of the execution. The contractor will inform the client of this.

7.3 If the modification or addition to the agreement has financial and/or qualitative consequences, the contractor will inform the client of this. Without being in default, the contractor may refuse a request to modify the agreement if this could have qualitative and/or quantitative consequences for the activities to be performed or services to be delivered in that context.

Article 8 – Subscriptions

8.1 Subscriptions: The customer has the option to subscribe to selected products and services from Sports + Vitality. The details of each subscription, including price, duration, and conditions, are clearly stated at the time of purchase.

8.2 Payment: The costs of the subscription will be charged according to the specified frequency and payment method. Sports + Vitality reserves the right to change subscription prices and terms at any time with prior notice to the customer.

8.3 Benefits: Subscribers can take advantage of exclusive discounts, special offers, and extras as described in the subscription terms. These benefits apply only as long as the subscription is active.

8.4 Termination: The customer has the right to cancel the subscription at any time according to the specified procedure. Sports + Vitality reserves the right to terminate or suspend subscriptions in accordance with the terms and conditions.

8.5 Changes: Sports + Vitality reserves the right to change subscription terms, including prices and benefits. Such changes take effect after notifying the customer.

8.6 By subscribing to Sports + Vitality, the customer agrees to these subscription terms as described in these general terms and conditions.

Article 9 – Time of Delivery

9.1 The client is obliged to accept the services at the moment they are made available to them. If the client refuses acceptance or is negligent in providing information or instructions necessary for the performance of services by the contractor, the contractor is entitled to act in the interest of the client at the client's expense and risk.

Article 10 – Force Majeure

10.1 The contractor is not obliged to fulfill any obligation if hindered from doing so due to force majeure.

10.2 Force majeure, as understood in these general terms and conditions, in addition to what is understood in legislation and case law, includes all external causes, foreseen or unforeseen, over which the contractor has no influence and is thereby unable to fulfill obligations. This includes, but is not limited to, war, threat of war, riot, fire, water damage, flooding, strike, occupation of premises, government measures, power failure, internet failure, factory failure, all of this both at the contractor and with third parties engaged by the contractor.

10.3 The contractor may suspend the obligations from the agreement during the period of force majeure.

10.4 To the extent that the contractor has already fulfilled or will be able to fulfill their obligations from the agreement in part at the time force majeure occurs, and this fulfilled or to be fulfilled part has independent value, the contractor is entitled to invoice this part separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 11 – Prices

11.1 The rates, as well as the quoted and agreed prices, are gross prices exclusive of VAT. 11.2 If no specific price is agreed upon, the delivery of goods and/or services, regardless of previous quotations and/or offers made, will take place at the prices and rates applicable at the time of execution.

11.3 The client is entitled to index its rates annually, unless otherwise agreed in writing. The indexing takes place on January 1 of the next calendar year. In addition, the client reserves the right to increase rates if the development of wages, charges, costs, and/or market developments give rise to it.

11.4 If a fixed price is agreed upon between the contractor and the client, the contractor is nevertheless always entitled to increase this agreed fixed price. The client is not entitled to terminate the agreement for this reason, even if the price increase results from a power or obligation under the law or regulations or is caused by an increase in prices such as wages, government-imposed payments, rights, or levies or other grounds that were not reasonably foreseeable at the conclusion of the agreement.

Article 12 – Payment, Security, and Offset

12.1 The payment terms specified in the agreement between the contractor and the client shall apply. In case the provisions in the general terms and conditions differ from what is agreed upon, the provisions stated in the agreement shall prevail. If there are no provisions regarding payment and collection costs, the provisions of these general terms and conditions shall apply.

12.2 If, within the framework of the agreement with the client, the contractor needs to make payments to third parties, the client shall promptly and upon first request pay the amounts involved to the contractor.

12.3 Unless expressly agreed otherwise in writing, the client is obligated to make payment within 14 days of the invoice date.

Article 18.2 of these general terms and conditions shall also apply in this context.

12.4 If the client fails to meet their payment obligations in a timely manner, all judicial and extrajudicial costs incurred by the contractor for the collection of the amounts due shall be borne by the client, as determined under article 7:900 of the Civil Code. In such a case, the extrajudicial costs are fixed at 15% of the amount to be collected, determined under article 7:900 of the Civil Code.

12.5 If, in the opinion of the contractor, the payment behavior of the client gives reason to do so, the contractor, notwithstanding its other rights, is authorized to immediately suspend further execution of the agreement, and all amounts owed by the client to the contractor become immediately due and payable. In such a case, the contractor may make the execution of the agreement dependent on the advance payment of certain (whether or not yet to be incurred) costs and/or other obligations of the client. The client is never entitled to set-off and/or suspension.

12.6 The contractor is entitled at any time to require the client to make an advance payment or provide security, even in the case of indemnification as referred to in article 12 and/or in its absence or in the case of a dispute, to suspend or terminate the activities without being liable for damages in any of these cases.

12.7 The client is never authorized to set off unless the contractor has explicitly and unconditionally agreed to it.

12.8 The contractor is entitled to offset outstanding amounts from the client against its own claims. This also applies if these claims are not (yet) due and payable.

Article 13 – Liability of the Contractor and Indemnification

13.1 The contractor exercises the care of a diligent contractor in carrying out its activities. 13.2 The client indemnifies the contractor against all claims from third parties that directly or indirectly arise from or are related to advice, delivery, the work, or otherwise from the contractor's actions for the execution of the agreement.

13.3 The contractor exercises due care when engaging third parties in the execution of an agreement, but the contractor does not accept (joint) liability, nor liability for the performance of the task and the associated activities of a third party. The contractor is authorized to accept any liability limitation on the part of an engaged third party without prior consultation with the client.

13.4 To the extent that the contractor mediates or is otherwise involved in a situation in which the client seeks contact with third parties, this mediation or involvement takes place at the expense and risk of the client. The contractor is not liable for this unless there is intent or conscious recklessness on the part of the executive board, and the client indemnifies the contractor upon first request in this regard, except in case of intent or conscious recklessness of the executive board.

13.5 The contractor is not liable for damage resulting from the client's failure to fulfill its obligation to provide information as referred to in article 4.2. The contractor is not liable for any damage, of whatever nature, caused by the contractor relying on incorrect and/or incomplete data provided by the client.

13.6 The contractor can only be held liable for damage suffered by the client, which is the direct and exclusive result of the intent or conscious recklessness of the executive board of the contractor. Liability for consequential damage, indirect damage, including emotional or immaterial damage, is expressly excluded.

13.7 If the contractor can be held liable for damage, only the damage for which the contractor is insured qualifies for compensation. In this case, the compensation obligation is limited to the amount that the liability insurer actually pays to the contractor.

13.8 For liability to be proved by the client under article 7:900 of the Civil Code and damage not covered by liability insurance, the contractor, except in case of intent or gross negligence of the (statutory) director, is liable up to the amount of the fee that the client must pay to the contractor under the agreement, up to a maximum of €25,000.

13.9 All claims by the client expire after the lapse of 12 months from the moment the facts on which the claim is based are known to the client or should reasonably have become known, and, if this occurs after the aforementioned 12-month period, no later than within 3 months thereafter. In any case, regardless of the above, any claim against the contractor expires 3 years after the termination of the agreement. The burden of proof of the time of becoming aware of (the first of those) facts rests with the client under article 7:900 of the Civil Code. If the agreement from which the assignment has arisen has ended, the limitation period runs in any case – and regardless of the above – from the date of the completion of the last activities with regard to that specific assignment. For invoices, the date of becoming aware within the framework of this article is considered to be five days after the invoice date.

Article 14 – Liability of the Client

14.1 Under 1.2, the definition of the client is provided. Insofar as the client claims to act on behalf of a company or other legal entity/legal independent entity, he is jointly liable to the contractor for all that the relevant company owes to the contractor. In the case of such an assignment, the natural person and the company on whose behalf the natural person has given the assignment are therefore jointly liable for the payment owed to the contractor. A jointly given assignment also exists in the case of an assignment in which the client has requested the contractor to issue the invoice in the name of a company. If and insofar as such a request is made, the natural person remains obliged to pay the contractor at all times, in addition to the person in whose name the invoice is issued.

14.2 The client is liable for damage resulting from not complying with its obligation to provide information as referred to in article 4.2 of these general terms and conditions.

14.3 If the client fails to properly fulfill its obligations towards the contractor, the client is liable for all damage, whether direct or indirect.

Article 15 – Personal Data and Privacy

15.1 Personal data are processed in accordance with the Personal Data Protection Act or the privacy legislation applicable at the time of the conclusion of the agreement. These are drawn up by the contractor and can be downloaded via the website or

requested by email. 15.2 By entering into an agreement with the contractor, permission is granted to the contractor for the automatic processing of the personal data obtained from the agreement, and this data is included in the contractor's customer database. The contractor will only use this personal data for its own activities and its partners.

Article 16 – Intellectual Property

16.1 All documents drawn up or provided by the contractor in the execution of the assignment remain the intellectual property of the contractor. Reproduction for personal use by third parties is not allowed without prior written and specific permission from the contractor.

Article 17 – Confidentiality

17.1 Except for any obligation imposed by law or a competent government authority to disclose certain information, the contractor is obliged to maintain confidentiality to third parties regarding all confidential information that he has obtained from the client in the context of the agreement or from another source.

17.2 The contractor reserves the right to use the knowledge gained during the execution of the work for other purposes, provided that no confidential information is disclosed to third parties. 1.3 The client will not disclose or make available to third parties any information about the working methods or other information regarding the contractor without the prior written approval of the contractor.

Article 18 – Complaints

18.1 Complaints about the execution of the agreement to which the client wants to attach consequences must be submitted in writing to the contractor within a reasonable time after the defects have been identified or dissatisfaction has arisen, fully and clearly described. Failing to submit a complaint on time results in the client losing their rights in this regard. Submitting a complaint does not suspend the client's payment obligation unless otherwise agreed in writing.

18.2 Complaints about the contractor's invoice must be submitted in writing to the contractor within 14 days of receiving the invoice. Disputing the invoice does not affect the client's payment obligation. In the absence of objections or by payment of the invoice within 14 days of the invoice date or any other agreed payment term, any appeal to dispute the invoice and/or the payee from any cause is deemed forfeited by way of determination under Article 7:900 of the Dutch Civil Code, and agreement with the invoice is established.

Article 19 – Applicable Law

19.1 Dutch law applies exclusively to every agreement with the contractor.

19.2 Any disputes can only be submitted to the District Court of Breda, located in Breda. The contractor is free, deviating from the previous sentence, to bring the dispute before the judge of the client's place of establishment.

Article 20 – Amendment, Interpretation, and Location of the General Terms and Conditions

20.1 These general terms and conditions are listed on the contractor's website and can be consulted and obtained at the contractor's practice address. Upon the client's request, the general terms and conditions will also be sent free of charge.

20.2 The latest established version or the version applicable at the time of the conclusion of the agreement is always applicable.

20.3 In the event of any dispute over the content and/or meaning, only the Dutch text and the interpretation according to Dutch law will prevail, even if these general terms and conditions are drawn up in different languages.