

# Terms and Conditions

## MOTOR LEARNING INSTITUTE

May 1, 2021

### **Introduction**

We advise you to read these Terms and Conditions carefully so that you are aware of your rights and obligations under the Agreement between you and us. You are referred to as the Client in these General Terms and Conditions. We opt for the masculine form for the sake of convenience, but of course we also mean "she" where "he" is written.

## 1. General

- a. These general terms and conditions describe the general terms and conditions that apply to the services of MOTOR LEARNING INSTITUTE. In addition, the terms and conditions that apply are described in the assignment.
- b. This document applies to the work that MOTOR LEARNING INSTITUTE carries out for a client.
- c. In accordance with the internal governance of MOTOR LEARNING INSTITUTE, the assignment will prevail in the event of a conflict between the assignment and these general terms and conditions, see article 5 paragraph 3.
- d. Changes to the assignment agreement must be put in writing and signed by authorized representatives of both MOTOR LEARNING INSTITUTE and the client, see article 5 paragraph b.
- e. This document contains 14 pages.
- f. This version of the terms and conditions is applicable from May 1, 2021.

## 2. Inleiding

In this document:

- a. terms and conditions: these terms and conditions of MOTOR LEARNING INSTITUTE;
- b. MOTOR LEARNING INSTITUTE: Partnership MOTOR LEARNING INSTITUTE, with its registered office and principal place of business at (9761 KP) Eelde aan Zuurstukken 31;
- c. Intellectual Property Rights: all intellectual property rights such as copyrights, trademark rights, patent rights, trade name rights, database rights and neighboring rights, as well as related rights such as rights with regard to know-how and domain names;
- d. assignment: a document from MOTOR LEARNING INSTITUTE in which the general terms and conditions are declared applicable and in which the activities are described;
- e. service; the service provided by MOTOR LEARNING INSTITUTE;
- f. client: the party that instructs MOTOR LEARNING INSTITUTE;
- g. work: the activities to be performed by MOTOR LEARNING INSTITUTE for a client pursuant to the order, including deliveries of products and/or services;
- h. assignment agreement: the assignment agreement between MOTOR LEARNING INSTITUTE and the Client in which the specifications of the Services are included;

- i. Party(ies): MOTOR LEARNING INSTITUTE and/or Client.

### **3. Applicability**

- a. These general terms and conditions apply to the activities of MOTOR LEARNING INSTITUTE for a client.
- b. The applicability of any purchase or other conditions of the client is expressly rejected.
- c. Deviations from and additions to the Agreement are only valid if agreed in writing by the Parties.
- d. When the Contractor engages other parties to provide the Services, these General Terms and Conditions also apply to the performance of the Services by this other party.
- e. MOTOR LEARNING INSTITUTE reserves the right to change these Terms and Conditions. Substantive changes will take effect one (1) month after announcement. Changes to the General Terms and Conditions have no effect on an existing Agreement.

### **4. Conclusion of the contract for services**

- a. The assignment agreement is concluded at the moment that the client confirms the assignment (orally or in writing or electronically or tacitly) or at the moment the work commences.
- b. Quotations and offers from MOTOR LEARNING INSTITUTE are without obligation, unless a validity period is included in the quotation. If no term for acceptance is included, the offer will always expire after 14 days.
- c. If the Client provides an assignment to MOTOR LEARNING INSTITUTE without a prior offer, MOTOR LEARNING INSTITUTE is only bound by this assignment after it has confirmed it in writing to the Client.
- d. A quotation for the provision of several Services does not oblige MOTOR LEARNING INSTITUTE to provide any part of the Services in this quotation at a corresponding part of the price.
- e. Offers, quotations, quotations and rates do not automatically apply to repeat orders and/or new orders.

### **5. Content of the assignment agreement**

- a. The assignment agreement is the basis of all agreements between MOTOR LEARNING INSTITUTE and the client with regard to the work.
- b. Changes to the assignment agreement must be in writing and signed by authorized representatives of both MOTOR LEARNING INSTITUTE and the client.
- c. In the event of a conflict between the assignment and these general terms and conditions, the assignment will prevail.

### **6. Execution of the work**

- a. The assignment includes a description of the work to be performed by MOTOR LEARNING INSTITUTE.
- b. MOTOR LEARNING INSTITUTE will make every effort to carry out the work in accordance with the agreements and procedures laid down in writing with the client.
- c. MOTOR LEARNING INSTITUTE determines the manner in which and the composition of the team by whom the work is performed. If, according to the order, certain persons will perform the work, MOTOR LEARNING INSTITUTE will make reasonable efforts to ensure that these persons will perform the work. MOTOR LEARNING INSTITUTE is entitled to replace the persons named in the assignment by persons with equal or comparable expertise.
- d. MOTOR LEARNING INSTITUTE will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements imposed on a professional party. If and insofar as required for proper performance of the Agreement, MOTOR LEARNING INSTITUTE has the right to have certain activities performed by third parties, at the discretion of MOTOR LEARNING INSTITUTE. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is expressly excluded.
- e. If it has been agreed that the work will be carried out in phases, MOTOR LEARNING INSTITUTE is entitled to postpone the start of the work belonging to a following phase until the client has accepted the results of the preceding phase in writing and has paid all amounts due.
- f. Terms within which the work must be completed can only be regarded as strict deadlines if this has been expressly agreed. In all other cases, an agreed term is indicative. Under no circumstances can the contract for services be dissolved by the client due to exceeding the term. Furthermore, MOTOR LEARNING INSTITUTE is under no circumstances liable for compensation for exceeding the term.
- g. MOTOR LEARNING INSTITUTE is entitled to carry out the work in parts or phases, each part or phase being invoiced separately.
- h. If MOTOR LEARNING INSTITUTE performs work or other services at the request or with the prior consent of the client that fall outside the content or scope of the work, these activities or performances will be reimbursed by the client to MOTOR LEARNING INSTITUTE according to the usual rates of MOTOR LEARNING INSTITUTE.
- i. The client accepts that the agreed time or expected time of completion of the work and the mutual responsibilities of the client and MOTOR LEARNING INSTITUTE may be influenced by work or performance as referred to in articles f, g and h.
- j. Upon completion of the work, MOTOR LEARNING INSTITUTE may, if desired, issue written advice, confirm oral advice in writing, issue a written (final) report or give an oral presentation. MOTOR LEARNING INSTITUTE will charge the additional costs to the Client.
- k. MOTOR LEARNING INSTITUTE is under no obligation to update oral or written advice, reports or results of the work in response to events occurring after the delivery of the final version of the advice, report or results.
- l. The advice, opinions, expectations, forecasts and recommendations given by MOTOR LEARNING INSTITUTE as part of its work shall under no circumstances or

circumstance be construed as a guarantee as to future events or circumstances.

## **7. Obligations of the client**

- a. The Client undertakes to provide MOTOR LEARNING INSTITUTE with all necessary information and to cooperate that MOTOR LEARNING INSTITUTE needs to perform the Services. MOTOR LEARNING INSTITUTE may suspend the work as long as the Client does not comply with the obligation in this provision. MOTOR LEARNING INSTITUTE is never liable for any damage and/or delay caused by failure to comply with the information and cooperation obligation referred to in this article, or not on time, or inadequately. Insofar as the work is not carried out in MOTOR LEARNING INSTITUTE's own buildings, the client must also ensure that the employees of MOTOR LEARNING INSTITUTE are provided with an adequate workspace and other facilities that are necessary to perform the work and that are comply with all applicable (legal) requirements.
- b. The Client must ensure that MOTOR LEARNING INSTITUTE is immediately informed about facts and circumstances that may be important in connection with the correct execution of the work.
- c. The Client guarantees the correctness, completeness, reliability and legality of the data and documents made available to MOTOR LEARNING INSTITUTE, even if they originate from third parties, unless the nature of the work dictates otherwise.
- d. MOTOR LEARNING INSTITUTE is not liable for damage suffered by the client as a result of the following by the client or third parties:
  - \* failure to inform in a timely manner about or withhold facts and circumstances that may be important in connection with the correct performance of the work;
  - \* giving a misrepresentation.
- e. The additional costs and additional fees arising from the delay in the performance of the work arise due to the failure to provide the required data and documents as referred to in Article 7 paragraph 1 or to the failure to provide the required data and documents, or to do so on time or properly. failure to properly cooperate, including making employees available, are at the expense of the client.

## **8. Termination of Agreement**

- a. The duration of the Agreement is determined in the Agreement itself.
- b. The Client may terminate the Agreement prematurely, subject to a notice period of at least 3 months.
- c. Each of the Parties has the right to terminate the Agreement in whole or in part with immediate effect if the other Party goes bankrupt or if the other Party is granted a moratorium, as well as if the company of the other Party is dissolved or undergoes liquidation.
- d. If the Agreement is terminated at any time and Services have already been performed at that time, the Services already performed and the associated payment obligation of the Client will not be subject to any cancellation obligation, unless the

Client can prove that MOTOR LEARNING INSTITUTE is in default, with respect to those Services specifically. Amounts invoiced by MOTOR LEARNING INSTITUTE prior to the dissolution in connection with the services already properly performed or delivered by it in the context of the execution of the Agreement remain due in full and are immediately due and payable at the time of dissolution.

- e. The Client is liable to third parties for the consequences of the cancellation and will indemnify MOTOR LEARNING INSTITUTE against claims from these third parties arising from this.

## 9. Confidentiality

- a. MOTOR LEARNING INSTITUTE is obliged to maintain the confidentiality of information provided by or on behalf of the client to third parties, other than those who are involved in the performance of the work.
- b. The obligation of confidentiality of information included in Article 9 paragraph 1 does not apply in the following cases:
  - \* to the extent that MOTOR LEARNING INSTITUTE is required to disclose by law, any regulation of a body over which MOTOR LEARNING INSTITUTE is subject, a professional duty incumbent on MOTOR LEARNING INSTITUTE or its employee, or a binding decision of a court or governmental body ;
  - \* the information is already generally known, other than as a result of an unlawful disclosure;
  - \* if it is necessary for the execution of the assignment to share the information with third parties;
  - \* when MOTOR LEARNING INSTITUTE wants to defend itself or its employee (for example during a procedure) using the information.
- c. MOTOR LEARNING INSTITUTE is not entitled to use the information made available to it by the client for a purpose other than that for which it was obtained.
- d. MOTOR LEARNING INSTITUTE reserves the right – in the context of advertising and reference purposes – to use the name of the client, to indicate the type of work it has performed for the client and to mention all those details that are already generally known through the media. made.
- e. All information which MOTOR LEARNING INSTITUTE has or will receive in the context of the assignment agreement are and remain the property of MOTOR LEARNING INSTITUTE.

## 10. Intellectual property

- a. MOTOR LEARNING INSTITUTE reserves all rights with regard to products of the mind that it uses or has used or develops or has developed in the context of the execution of the work.
- b. All Intellectual Property Rights resting on documents or materials that the Client hands over to MOTOR LEARNING INSTITUTE in the context of the execution of the Agreement, remain with the Client at all times. Client grants MOTOR LEARNING

INSTITUTE a worldwide, non-exclusive and sublicensable license to use the materials supplied for the performance of the Agreement.

- c. The Intellectual Property Rights vested in MOTOR LEARNING INSTITUTE upon entering into the Agreement will remain with MOTOR LEARNING INSTITUTE.
- d. If and to the extent that Intellectual Property Rights arise in the performance of the Agreement to the result of the Services, these Intellectual Property Rights will be vested in MOTOR LEARNING INSTITUTE .
- e. Provided that the Client has fulfilled all its (payment) obligations under the Agreement, the Client obtains a limited, non-transferable, non-exclusive license to use the Intellectual Property Rights on the result of the Services.
- f. The client is expressly prohibited from reproducing, publishing or exploiting the products referred to in article 10 paragraph a.

## **11. Knowledge and conflicts**

- a. The team should not be required, expected or assumed to have knowledge of facts and circumstances known to other persons within MOTOR LEARNING INSTITUTE. MOTOR LEARNING INSTITUTE can therefore not be held liable by the client with regard to such facts and circumstances.
- b. MOTOR LEARNING INSTITUTE is at all times free to provide services to a conflicting party, except in the event that the interests of the conflicting party specifically and directly compete or conflict with the interests of the client with regard to the underlying interest. In the event that the interests of the conflicting party specifically and directly compete with or conflict with Client's interests with regard to the underlying interest, the team will not perform any work for the conflicting party. In that case, persons within MOTOR LEARNING INSTITUTE other than the team are permitted to perform work for the conflicting party provided that appropriate security measures have been put in place.
- c. If the client is or has become aware of the fact and/or the circumstance that MOTOR LEARNING INSTITUTE advises a conflicting party or intends to do so with regard to a specific interest that directly competes or conflicts with the interests of the client, the client will inform MOTOR LEARNING INSTITUTE about it right away.

## **12. Complaints**

- a. Complaints with regard to the work performed and/or the invoice amount must be submitted in writing within sixty days of the sending date of the documents or information about which the client is complaining, or within sixty days after the discovery of the defect if the client demonstrates that he could not reasonably have noticed the defect earlier. discovered, should be made known to MOTOR LEARNING INSTITUTE.
- b. Complaints as referred to in article 12 paragraph a do not suspend the payment obligation of the client. The client is under no circumstances entitled to postpone payment or to refuse payment on the basis of a complaint for other services provided by us to which the complaint does not relate.

- c. In the event of a justified complaint, MOTOR LEARNING INSTITUTE has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge or not (any longer) performing the assignment in whole or in part against a proportional refund. of fees already paid by the client.

### **13. Fee and payments**

- a. All amounts as stated in an offer, quotation or Agreement are in Euros and are stated including VAT and any other government-imposed levies, unless stated otherwise.
- b. MOTOR LEARNING INSTITUTE invoices the work on the basis of its fee, expenses, declarations from third parties engaged by us and any taxes owed on this. These amounts are charged to the client monthly or after completion of the work.
- c. MOTOR LEARNING INSTITUTE's fee does not depend on the outcome of the work. MOTOR LEARNING INSTITUTE's fees are based on the degree of responsibility of the individuals on the engagement team, their seniority, their expertise, the time spent on the work, and the nature and complexity of the work.
- d. The amount invoiced by MOTOR LEARNING INSTITUTE may differ from previous estimates or quotations.
- e. The client must pay the invoice in full within a period of fourteen days after the invoice date. This payment term is a strict deadline and the Client is therefore in default without further notice of default, if payment is not made on time. If the client has not paid within this payment term, MOTOR LEARNING INSTITUTE is entitled, without further notice of default and without prejudice to the other rights of MOTOR LEARNING INSTITUTE, to charge the statutory commercial interest (as referred to in article 6:119a of the Dutch Civil Code) from the due date. until the date of full satisfaction.
- f. All reasonable judicial and extrajudicial (collection) costs incurred by MOTOR LEARNING INSTITUTE as a result of the client's non-compliance with its payment obligations will be borne by the client.
- g. If, in the opinion of MOTOR LEARNING INSTITUTE, the financial position or payment behavior of the client gives rise to this, MOTOR LEARNING INSTITUTE is entitled to require that the client pays in full or in part in advance and/or provides (additional) security in a manner to be determined by MOTOR LEARNING INSTITUTE. form. If the client fails to provide the required security, MOTOR LEARNING INSTITUTE is entitled, without prejudice to its other rights, to immediately suspend the further performance of the contract for services and everything that the client owes MOTOR LEARNING INSTITUTE for whatever reason is immediately due and payable. .
- h. In the event of a joint assignment, the clients are jointly and severally liable for the payment of the invoice amount to MOTOR LEARNING INSTITUTE, insofar as the work has been performed for the benefit of the joint clients.
- i. If the Client is of the opinion that the amount of the invoice is incorrect, or that there is any other imperfection in the invoice, it must immediately inform MOTOR LEARNING INSTITUTE thereof, providing convincing evidence of its position. Disputing (part of) an invoice does not suspend the Client's payment obligation with regard to (the undisputed part of) an invoice.
- j. MOTOR LEARNING INSTITUTE is entitled to adjust its rates at any time. MOTOR LEARNING INSTITUTE will notify the Client at least 2 (two) months prior to any rate



change. If MOTOR LEARNING INSTITUTE has announced a rate change, the Client may terminate the Agreement until the rate change takes effect. The Client must observe a notice period of one month.

- k. MOTOR LEARNING INSTITUTE is entitled to increase its rates annually in accordance with the Consumer Price Index, as published by Statistics Netherlands, without this giving the Client the right to cancel or otherwise terminate the Agreement.

#### **14. Interim termination**

- a. The duration of the Agreement is determined in the Agreement itself.
- b. The Client may terminate the Agreement prematurely, subject to a notice period of at least 3 months. In the event that the client terminates in this way, the client is obliged to compensate all damage and costs on the part of MOTOR LEARNING INSTITUTE. This damage and costs include in any case, but not exclusively, all costs incurred and investments made and loss of occupancy by MOTOR LEARNING INSTITUTE in connection with the contract for services and the (future) work.
- c. Each of the Parties has the right to terminate the Agreement in whole or in part with immediate effect if the other Party goes bankrupt or if the other Party is granted a moratorium, as well as if the company of the other Party is dissolved or undergoes liquidation.
- d. MOTOR LEARNING INSTITUTE is furthermore entitled to terminate the assignment agreement in writing in the event of unforeseen circumstances (within the meaning of Article 6:258 of the Dutch Civil Code) with immediate effect.
- e. Both MOTOR LEARNING INSTITUTE and the client are only entitled to dissolve the assignment agreement if the other party imputably fails to fulfill an essential obligation under the assignment agreement and the other party is in default in this regard ( as referred to in Section 6:81 of the Dutch Civil Code).
- f. If the Agreement is terminated at any time and Services have already been performed at that time, the Services already performed and the associated payment obligation of the Client will not be subject to any cancellation obligation, unless the Client can prove that MOTOR LEARNING INSTITUTE is in default. with respect to those Services specifically. Amounts invoiced by MOTOR LEARNING INSTITUTE prior to the dissolution in connection with the services already properly performed or delivered by it in the context of the execution of the Agreement remain due in full and are immediately due and payable at the time of dissolution.
- g. The Client is liable to third parties for the consequences of the cancellation and will indemnify MOTOR LEARNING INSTITUTE against claims from these third parties arising from this.

#### **15. Liability**

- a. MOTOR LEARNING INSTITUTE will be able to perform the work (and any additional work) to the best of its ability, while exercising the due care that can be expected of

- it. MOTOR LEARNING INSTITUTE is only liable if the client demonstrates that the client has suffered damage due to a substantial error on the part of MOTOR LEARNING INSTITUTE.
- b. MOTOR LEARNING INSTITUTE's liability is limited to an amount equal to one time the fee owed to MOTOR LEARNING INSTITUTE under the terms of the order, except in the case of willful misconduct or willful recklessness on the part of management personnel of MOTOR LEARNING INSTITUTE. This limitation of liability applies in full in the event of liability vis-à-vis several clients; MOTOR LEARNING INSTITUTE will then pay out to all clients jointly no more than once the fee owed to MOTOR LEARNING INSTITUTE pursuant to the stipulations in the order.
  - c. MOTOR LEARNING INSTITUTE shall not be liable for indirect or consequential damages, such as loss of profits, loss of business, loss of anticipated savings and other similar financial losses, as well as loss of goodwill or good name or reputation.
  - d. MOTOR LEARNING INSTITUTE's liability for indirect damage (including, but not limited to lost profit, lost savings and damage due to business interruption) is excluded, except for intent or willful recklessness on the part of executive personnel of MOTOR LEARNING INSTITUTE.
  - e. Except for the cases referred to in Article 15, MOTOR LEARNING INSTITUTE is under no obligation to pay compensation.
  - f. MOTOR LEARNING INSTITUTE will exercise due care when engaging third parties. MOTOR LEARNING INSTITUTE is not liable for errors and/or shortcomings of these third parties.
  - g. Any liability of legal entities and natural persons (in)directly associated with MOTOR LEARNING INSTITUTE (including its director(s), shareholder(s) and employee(s)) is excluded.

## **16. Indemnity**

- a. The client indemnifies MOTOR LEARNING INSTITUTE with regard to all claims by third parties arising from or related to the work (yet to be) performed for the client, unless these claims are the result of intent or deliberate recklessness on the part of management personnel of MOTOR LEARNING INSTITUTE. The indemnification also relates to all damage and (procedural) costs that MOTOR LEARNING INSTITUTE suffers or incurs in connection with such a claim.
- b. The indemnification in article 16 paragraph a is also stipulated for the benefit of the persons, both individually and jointly, within the engagement team.

## **17. Protection of personal data**

- a. In the context of the activities or in the context of complying with legal obligations resting on MOTOR LEARNING INSTITUTE, MOTOR LEARNING INSTITUTE may process personal data concerning the client and/or persons employed by/for or associated with the client.

- b. In connection with the support of the services provided by MOTOR LEARNING INSTITUTE to the client as well as in connection with being able to approach the client and/or persons employed by/for the client with information and with the services of MOTOR LEARNING INSTITUTE and third parties, MOTOR LEARNING INSTITUTE may process personal data. .
- c. Processing of personal data by MOTOR LEARNING INSTITUTE in the context of the activities referred to in article 17 paragraphs a and b takes place in accordance with applicable laws and regulations in the field of the protection of personal data.
- d. The client has an independent duty to comply with the applicable laws and regulations in the field of the protection of personal data. The client indemnifies MOTOR LEARNING INSTITUTE against all claims from third parties in connection with non-compliance with these laws and regulations by the client. The indemnification also covers all damages and costs that MOTOR LEARNING INSTITUTE suffers or incurs in connection with such a claim.

## **18. Use of internet**

- a. Communication between the client and MOTOR LEARNING INSTITUTE can take place by electronic means. There are risks associated with the use of electronic means, such as (but not limited to) distortion, delay, interception, manipulation and viruses. MOTOR LEARNING INSTITUTE is not liable for any damage resulting from the use of electronic means.
- b. In case of doubt about the content or transmission of communication, the data extracts from the computer systems of MOTOR LEARNING INSTITUTE shall be decisive.

## **19. Dossier**

- a. MOTOR LEARNING INSTITUTE maintains a file with regard to the execution of the assignment and about the client. The file is the property of MOTOR LEARNING INSTITUTE.

## **20. Expiration date**

- a. Insofar as not provided otherwise in the general terms and conditions, rights of action and other powers of the client against MOTOR LEARNING INSTITUTE, for whatever reason, in any case after one year after the moment at which the client became aware or could reasonably have become aware of the existence of these rights and powers.

## **21. Information security**

- a. MOTOR LEARNING INSTITUTE takes adequate measures in the field of information security to guarantee the availability, integrity and confidentiality of information (as referred to in Article 9, Article 10, Article 17 and Article 19), with the aim, among other things, that third parties cannot unintentionally taking this information.

## 22. Finalization

- a. All rights and obligations arising from the agreement, which by their purport are intended to continue to apply after termination of the assignment agreement, remain in full force and effect between MOTOR LEARNING INSTITUTE and the client after termination.

## 23. Handover

- a. None of the parties to the contract for services is entitled to transfer the rights and obligations arising from or related to the contract for services to a third party without the written consent of the other party.

## 24. Final statements

- a. The Client is not entitled to transfer its rights and/or obligations arising from the Agreement to a third party without the permission of MOTOR LEARNING INSTITUTE, unless the Parties have expressly agreed otherwise in writing.
- b. If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by the remaining provisions. The parties will then, in consultation, replace the invalid provisions with another that is valid and that approaches the intention of the Parties as closely as possible.
- c. Dutch law applies to the contract for services. All disputes arising from or related to the assignment agreement will in the first instance be settled by the competent court in the district in which MOTOR LEARNING INSTITUTE is located.