

Article 1. General

1. These Terms and Conditions apply to all legal relationships between Loyalty Chiefs, registered at the Chamber of Commerce of 's-Hertogenbosch under number 86492365 (hereinafter referred to as "LC") and the Client.
2. In these General Conditions "Client" means the other party with whom LC has entered into an agreement.
3. Only when explicitly agreed upon in writing between LC and the Client, it is possible to deviate from these conditions.
4. If for any reason whatsoever any clause in these General Terms and Conditions should prove not to be valid or inapplicable, these General Terms and Conditions will remain in full force and effect in all other respects.

Article 2. Proposal & Agreement

1. Offers will be made in the form of a proposal or assignment description (hereafter collectively "Proposal"). Proposals by LC are based on the information provided by the Client. A proposal shall in any case include a description of the consultancy, implementation and/or interim project (the "project"), the rate and the expected time schedule of the project.
2. Unless otherwise stated in the proposal, additional costs, such as (additional) travel and accommodation costs, (additional) meetings, location and equipment rental, presentation preparation costs and any unforeseen costs incurred by LC are not included in the stated price.
3. A proposal is valid until 4 weeks after its date, on the condition that the execution of the project can take place within the period mentioned in the proposal, counting from the start date mentioned in the proposal.
4. An agreement between LC and the Client will only be effectuated if and when the proposal, or an order confirmation prepared by LC, has been signed by the Client, or a separate agreement has been signed by both parties.
5. If an order confirmation refers to or forms part of a proposal, the corresponding specifications and declarations will form part of the agreement.
6. The Agreement replaces all previous correspondence and agreements between LC and the Client.

Article 3. Intellectual Property

1. All intellectual or industrial property rights on all training courses, presentations, designs, documentation,

reports, offers or software developed or used by LC, as well as preparatory materials for those, which have been developed and/or designed by LC in the context of an agreement, remain with LC, regardless of whether these have been made available to the Client or to third parties.

2. LC has the right to use what has been developed and/or designed in the context of an agreement repeatedly, to the extent that reasonable interests of the Client do not oppose this.

Article 4. Confidentiality

1. LC and the Client will keep all data and information, which they receive or will receive in relation to an agreement, strictly confidential and take all reasonable measures for the safe storage and take all reasonable measures for the safe storage and use.
2. LC and the Client will not disclose the content of their relationship and the data and information without the prior written consent of the other party to disclose to third parties.
3. The obligations described in the preceding paragraphs apply during the length of the agreement and up to 12 months after its termination.

Article 5. Transfer

Client is not authorized to transfer rights and/or obligations under the Agreement to a third party, unless third party, unless LC has given prior written permission for this.

Article 6. Payment

1. Invoices from LC are subject to a payment term of 14 days after the invoice date.
2. If the Client fails to pay an invoice within the stated term, LC will be entitled to collect the amount due, to be increased interest at the statutory rate from the due date. The related extrajudicial costs will be for the account of the Client.
3. LC is, from the moment that the Client has failed to pay an invoice, entitled to suspend its activities until such time as the due amount has been paid.
4. LC is not to be held accountable for any damage that the Client may suffer as a result of the suspension of its activities in the case referred to in the preceding paragraph. The Client will protect LC from claims of third parties as a result of the suspension of its work in the case referred to in the preceding paragraph.
5. The provisions of this Article shall not affect LC's right to compensation for damage, costs and interest.

Article 7. Personnel

1. The client is not permitted to bring staff members of LC, or other persons persons deployed by LC in the project under employment or offer employment.

offer work or have work done.

2. The prohibition in the preceding paragraph shall apply during the period of the Agreement and up to 12 months after the termination.
3. In case of long-term illness, death or retirement of a person deployed by LC in the project, LC will replace this person by someone with at least equivalent qualifications. Such a case does not give reason to terminate the agreement.

Article 8. Liability

1. LC will only be liable towards the Client for the direct damage which the Client suffers as a result of a mistake attributable to LC or third parties engaged by it in the execution of the agreement and which results in verifiable damage.
2. LC shall never be liable for indirect damage, including consequential damage, damage due to loss of profit, damage due to business stagnation and immaterial damage.
3. Compensation arising from paragraph 1 will in no case amount to more than the lowest of: (a) the sum of € 10,000; (b) the price paid by the client under the agreement in the three months prior to the event giving rise to the damage.
4. All liability of LC will expire after 2 months from the moment LC has concluded its activities for the Client.

Article 9. Termination/dissolution

1. Client is considered to be in default by operation of law if: Client does not meet, does not meet properly, or does not meet on time any obligation arising from the agreement, as well as in the event of his the Client's bankruptcy, suspension of payments or placement under guardianship, if the Client is closed down or liquidated or if the Client company, is being dissolved. In these cases LC will have the right to terminate the agreement in whole or in part, without any notice or judicial intervention, without the Client having any right to compensation or guarantee and without prejudice to its other rights.
2. In the event of dissolution as referred to in the preceding paragraph, LC will have the immediate right to claim what is rightfully owed to it.

Article 10. Applicable law

1. These terms and conditions are governed by Dutch law.
2. All disputes about which the parties, in all reasonableness and after mutual consultation, cannot agree on a solution, will be settled by submitting them to the authorized court in 's-Hertogenbosch.