

General terms & Conditions - Published June 21, 2022

Article 1 – General

1.1 OrganizationBuilders B.V., trading under the name Teambooster and Teambooster.app is located in Bennebroek, the Netherlands, registered at the Dutch Chamber of Commerce with number: 70612803 (hereinafter: *Teambooster*).

1.2 These terms and conditions are applicable to the use of, all offers from, every subscription of, and to all legal relationships formed within the Teambooster digital platform / web application with a counterparty (hereinafter Counterparty). Any deviations of these terms and conditions can only be agreed upon in writing. (hereinafter: Terms and Conditions).

Article 2 – The App

2.1 Teambooster offers a digital platform and/or web application for users to increase their team efficiency and implement the Teambooster organizational advice (hereinafter: the App).

2.2 Teambooster gives advice based on recent and necessary information provided by the Counterparty both in the App and offline. Teambooster assumes accuracy of the information provided by the Counterparty and will not be liable for faults based on wrongful information provided by Counterparty. Damages or extra costs as a result of wrongful information will be borne by Counterparty.

2.3 Teambooster only constitutes best efforts obligations and will always try to maintain the App with the appropriate care. Teambooster will maintain the App as she sees fit and cannot be forced to do any updates and/or make any changes.

2.4 In case one of the clauses in these Terms and Conditions and/or in a subscription are null and void, the remaining clauses will remain valid.

Article 3 – Use of the App

3.1 Teambooster grants Counterparty with a limited, non-global, non-transferable, non-commercial license to use the app via registration on the App.

3.2. Counterparty is allowed to grant their employees a limited, non-global, non-transferable, non-commercial, exclusive sublicense to use. In case anyone other than an employee uses the app, Counterparty is obliged to report this to Teambooster. In case Teambooster has any doubt as to who are using the app under the license of Counterparty, Teambooster remains the right to audit the app

users. Counterparty is required to assist in such an audit. Teambooster remains the right to revoke the Counterparty's license in case of wrongful use.

3.3 Teambooster may give Counterparty instructions for using the App in the App and/or offline. Whether Counterparty and/or employees of counterparty correctly follows instructions is responsibility of the Counterparty. Counterparty indemnifies Teambooster and takes full responsibility and liability for using the App in a correct manner. Teambooster is not in any way liable the App if not correctly used.

3.4 Teambooster is allowed to alter the App if business operations require this. Teambooster can make minor and/or technical adjustments in the App if necessary. These adjustments are never grounds for dissolving a subscription.

3.5 Teambooster is allowed to alter visuals of the app. Teambooster is allowed to alter the content of the app, meaning adding and/or removing content when she sees fit. These alterations are never grounds for dissolving a subscription.

Article 4 – Execution and termination

4.1 Terms in the offer are never fatal and always non-committal. Teambooster will never be in default until a written notice of default has been sent and a reasonable time (at least 30 days) of compliance has been given to Teambooster.

4.2 Teambooster reserves the right to have work carried out by third parties. Teambooster will do so with reasonable care. Teambooster is not liable for any defaults of these third parties except in case of gross negligence or deliberate intent of Teambooster.

4.3 A subscription may not be terminated before the end date. In case the contract is valid for indefinite duration, this will be explicitly stated in the subscription and parties are then allowed to terminate the subscription with two months' notice.

4.4 In case of force majeure and/or exceptional circumstances, Teambooster is allowed to cancel and/or delay and/or partially cancel an order without being liable for any damages. All external circumstances that Teambooster cannot influence are considered force majeure.

Article 5 – Prices and invoicing

5.1 Prices are listed on Teambooster's pricelist, which can be requested at Teambooster and are excluding VAT.

5.2 Teambooster has the right to alter her prices. In case of an alteration of more than 8% or when an increase happens within three months of commencement of a subscription, Counterparty has the right to dissolve the subscription.

Teambooster also remains the right to index the prices based on the CBS-CPI data for inflation.

5.3 Orders at Teambooster must be paid up front based on the invoice sent by Teambooster, unless otherwise agreed upon in writing.

5.4 In case the subscription deviates from 5.3, invoices must be paid within fourteen (14) days after the invoice date by Counterparty. From the fifteenth day statutory commercial interest rate will be due. Objections to the invoice must be made within the payment term by Teambooster and do not suspend payment.

5.5 Teambooster is allowed to suspend the App and/or cancel the license when the invoice is not paid within the aforementioned term and/or if Teambooster foresees that payment will not be done. Counterparty is not allowed to suspend and/or settle the invoice.

Article 6 – Intellectual Property

6.1 Teambooster will guarantee its best efforts in ensuring that all content in the app is published without infringement of any intellectual property rights of third parties. In case any infringements come to light, Teambooster will be obliged to remove all the content under the infringement. Teambooster will ensure that the App contains sufficient content for Counterparty to use the app and if needed replace the infringing content with other content.

6.2 Teambooster respects the rights of the makers of the shared content and has, if necessary, made subscriptions with content creators. Counterparty is not in any way allowed to use the content that is shared by Teambooster in any way other than the purpose of the App and is fully liable for any breach accordingly.

6.3 All Intellectual Property of Teambooster, including but not limited to company name, logo and (technical) content of the App, is property of Teambooster. Counterparty acknowledges and respects all Intellectual Property rights of Teambooster. By using the app, no intellectual property rights are being transferred to Counterparty.

6.4 Parties agree that they may use each other's intellectual property for promotional purposes with proper care. Parties are justified to praise each other through all (social) channels (in a positive manner) and use each other's logo. In case of doubt whether the promotional use is proper, permission will be requested in writing.

Article 7- Confidentiality and GDPR

7.1 Counterparty is required to keep all confidential information of Teambooster confidential.

7.2 Teambooster adheres to the GDPR concerning execution of the subscription and therefor only processes personal data necessary for the execution of the subscription with prior consent. Counterparty ensures the employees consent to use the App and store data in accordance with GDPR.

7.3 Counterparty is fully liable for the consent of the users he allows on the App and indemnifies Teambooster for any damages of App users due to lack of consent and/or breach in GDPR.

7.4 Teambooster will take all necessary technical and organisational measures in its area of responsibility in accordance with the GDPR. Technical and Organisational Measures are subject to technical progress and further development of the App.

7.5 The right of access, to rectification, to restriction of processing, to erasure and to data portability will be ensured directly by Teambooster in accordance with documented instructions from Counterparty.

7.6 Copies or duplicates of any data on the App shall never be created without the knowledge of the Teambooster.

7.7 After termination of the Subscription, or earlier upon request, Teambooster shall hand over to Counterparty or destroy all documents, processing and data sets related to the Subscription that have come into its possession, in a data-protection compliant manner.

7.8 Counterparty is required to maintain the standards of the GDPR and shares its privacy policy with Teambooster if Teambooster asks for it. Teambooster remains the right to carry out inspections or to have them carried out by an auditor to be designated in case Teambooster expects non-compliance of Counterparty to the GDPR.

Article 8 – Liability

8.1 Teambooster is not liable for any damages suffered by Counterparty. Use of Teambooster app is for own risk and account.

8.2 If Teambooster is found liable, then liability is always limited to the amount that the insurer acknowledges and pays out, multiplied with the deductible excess

of Teambooster. A series of related occurrences will be regarded as one occurrence.

8.3 In case insurance does not disburse for any reason whatsoever, Teambooster's liability is limited to the last invoice amount.

8.4 These limitations of liability are not applicable in case of gross negligence and/or fault.

8.5 Potential claims for damages must be made within 14 days after existence of the damages. If a claim is not made within this period, the claim expires.

Article 9 - Other

9.1 Teambooster is allowed to unilaterally alter these terms and conditions. Teambooster will notify Counterparty as such with one month notice.

9.2 In case of complaints regarding Teambooster, parties will seek a solution together. in case the complaints are not solved in mutual deliberations, the complaint must be filed in writing within five (5) days after the complaint appeared and/or after parties deliberated the complaint. Teambooster will respond within fourteen (14) days after receiving the complaint. In case a complaint has a longer processing term, Teambooster will communicate within fourteen days when a substantive response may be expected.

Article 10 – Applicable law and forum choice

10.1 Dutch law is applicable to all subscriptions with Teambooster.

10.2 In case of disputes, Parties will turn to the competent Dutch Court of law.