

GENERAL TERMS AND CONDITIONS - F&A NEXT

1. About F&A Next

F&A Next is a tradename of StartLife Invest B.V., a limited liability company established under the laws of the Netherlands, whose has its registered office at Bronland 10, 6708 WH in Wageningen, the Netherlands and registered with the Dutch Chamber of Commerce under number 54968518 (hereinafter referred to as: **F&A Next**).

2. Definitions and interpretation

2.1. In these General Terms the following definitions apply:

DCC: the Dutch Civil Code (in Dutch: *het Burgerlijk Wetboek*).

Delegate: the natural person that has been allocated in the registration by the Participant Company and is entitled to attend and participate in the Event on behalf of the Participant Company.

Direct Damages: all damages within the meaning of article 6:96 DCC with the exception of loss profit (in Dutch: *gederfde winst*), indirect damages, lost savings and consequential damages (in Dutch: *gevolgschade*).

Event: the F&A Next event or summit as described on the Website.

Event Agreement: the agreement between Parties with regard to the Event that comes into existence in accordance with clause.

Fees: has the meaning set out in clause 4

Force Majeure Situation: means a situation of force majeure (in Dutch: *overmacht*) within the meaning of article 6:75 DCC, which includes with regard to F&A Next's performance, (a) any law or any action taken by a government or public authority, such as an export or import restriction, or prohibition, or failing to grant a necessary license or consent (b) fire, explosion or accident, (c) epidemics and pandemics, (d) any labour or trade dispute, strikes, industrial action or lockouts and (d) non-performance by suppliers or subcontractors of F&A Next.

F&A Next: has the meaning set out in clause 1.

General Terms: these general terms and conditions F&A Next.

Participant Company: the legal entity or the natural person, acting for purposes of his trade, business, craft or profession (in Dutch: *in de uitoefening van beroep of bedrijf*), that enters into an Event Agreement with F&A Next.

Parties: F&A Next and Participant Company collectively, individually referred to as **Party**.

Platform: has the meaning set out in clause 6.4.

Services: the services to be provided by F&A Next under the Event Agreement.

Website: the website <https://www.fanext.com>.

2.2. Unless expressly stated otherwise in these General Terms:

a) "written" or "in writing" also includes communication by e-mail;

b) any dates are approximates only and not strict deadlines (in Dutch: *fatale termijnen*);

c) reference to the "Event Agreement" shall include a reference to the provisions of these General Terms;

d) a reference to a "clause" is a reference to a clause of these General Terms; and

e) definitions in the singular include the plural and, in the plural, include the singular.

2.3. Any and all Services provided by F&A Next are performed on the basis of using best efforts (in Dutch: *inspanningsverbintenis*).

2.4. To the extent required, the applicability of article 7:408 paragraph 1 DCC is excluded.

2.5. These General Terms apply to any and all quotations of F&A Next, the Event Agreement and supply of services by F&A Next. F&A Next encourages Participant Company to save a copy on Participant Company's system for future reference.

3. Event Agreement

3.1. In order for Participant Company to register for the Event, the Participant Company must follow the onscreen prompts on the Website, including without limitation the requested information on the Delegate(s).

3.2. The Participant Company is responsible for ensuring that the registration form is complete and accurate.

3.3. The Participant Company declares it enters into the Event Agreement in its capacity of a legal entity or a natural person, acting for purposes of his trade, business, craft or profession (in Dutch: *in de uitoefening van beroep of bedrijf*) and expressly not as a consumer.

3.4. F&A Next's acceptance of the registration of Participant Company takes place when F&A Next sends an email to Participant Company to accept it, at which point and on

which date the Event Agreement between Parties will come into existence. The Event Agreement will relate only to access to the Event and those Services confirmed in the Event Agreement.

- 3.5. If F&A Next is unable to accept the registration of the Participant Company for any reason, F&A Next will inform Participant Company of this by email and F&A Next will not process the registration of Participant Company. If Participant Company has already paid, F&A Next will refund the full amount.

4. Fees and payment

- 4.1. Participant Company shall owe the conference fees and/or other fees as agreed in the Event Agreement (the **Fees**).
- 4.2. Unless otherwise agreed in the Event Agreement, F&A Next may invoice the Fees upon conclusion of the Event Agreement.
- 4.3. Unless otherwise agreed in the Event Agreement (e.g., direct payment through an online payment link), Participant Company shall pay all invoices within fourteen (14) days of the invoice date, or if earlier, the start of the Event to the bank account nominated in writing by F&A Next. Time for payment is a strict deadline (in Dutch: *fatale termijn*).
- 4.4. Participant Company shall pay all amounts due under the Event Agreement in full without any set-off, counterclaim, deduction or withholding.

5. Cancellation

- 5.1. Subject to the remainder of this clause 5, Participant Company may cancel the Event Agreement and receive a refund, if Participant Company notifies F&A Next in writing thereof ultimately one (1) month before the Event, provided that F&A Next may deduct from any refund an amount for the supply of the Services provided for the period up to the time when Participant Company gave notice of cancellation. The amount F&A Next deducts will reflect the amount that has been supplied as a proportion of the entirety of the Event Agreement.
- 5.2. For the avoidance of doubt, if the Event Agreement is concluded within one (1) month before the Event, clause 5.1 shall no longer apply.
- 5.3. Participant Company may cancel the Event Agreement and receive a fifty (50) percent refund, if Participant Company notifies F&A Next in writing thereof in the period between one (1) month and seven (7) days before the start of the Event. For the avoidance of doubt, if the Event Agreement is concluded within seven (7) days before the Event, this clause 5.3 shall no longer apply.
- 5.4. Participant Company receives no refund if the cancellation takes place within a period of seven (7) days before the start of the Event. However, Participant Company will be allowed to assign the ticket for attending the Event to another person, notwithstanding Participant Company's right under clause 6.2.
- 5.5. The refunds and options set out above are exclusive of any other compensation, including without being exhaustive, any damages, costs or expenses, incurred or suffered by

Participant or Delegate, in relation to the cancellation of the Event by the Participant Company, such as travel and accommodation fees, which are entirely Participant Company's responsibility and therefore will not be reimbursed.

6. Event and Services

- 6.1. Subject to payment of the Fees by Participant Company, F&A Next shall grant the Delegate(s) access to the Event and provide the Services appearing on the Website at the date of conclusion of the Event Agreement in all material respects.
- 6.2. In case Participant Company wishes a substitute Delegate to attend the Event, Participant Company shall notify F&A Next thereof in writing ultimately seven (7) days prior to the Event. F&A Next will then amend the registration of Participant Company accordingly.
- 6.3. In case an amendment of the attending Delegate is notified later than seven (7) days prior to the Event, F&A Next strives to update the registration but has no strict obligation to do so.
- 6.4. F&A Next will offer the Participant Company and Delegates the opportunity to include their information (name, contact details and job title) in the digital networking platform of F&A Next (the **Platform**).

7. Termination for cause

- 7.1. Unless stated otherwise in clause 5, Participant Company's right to cancel (in Dutch: *annuleren*) or to terminate the Event Agreement for convenience in the interim (in Dutch: *tussentijds op te zeggen*) is excluded.
- 7.2. Each Party has the right to terminate the Event Agreement for cause (in Dutch: *ontbinden*), in whole or in part, by giving written notice with immediate effect if any of the following events occurs:
 - a) the other Party commits a breach of an essential obligation under the Event Agreement and, if the breach is capable of remedy, fails to remedy the breach within fourteen (14) days of a written notice of default; or
 - b) any successful action or proceedings under any bankruptcy or insolvency law are taken against the other Party, either initiated by the Party itself or by a third party.
- 7.3. The applicability of articles 6:271 and 6:272 DCC is expressly excluded, meaning that the performances received (in Dutch: *ontvangen prestaties*) under the Event Agreement cannot be revoked (in Dutch: *geen voorwerp van ongedaanmaking*).
- 7.4. Any provision of the Event Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Event Agreement shall remain in full force and effect.

8. Personal data

- 8.1. F&A Next will use any personal data on Participant Company and/or the Delegates that Participant Company

provides to F&A Next to:

- a) provide the Services (including making them available on the Platform);
- b) process payment of Fees; and
- c) inform Participant Company and/or the Delegates about similar events or services that F&A Next provides, but the recipients may stop receiving these at any time by contacting F&A Next.

8.2. Participant Company shall:

- a) ensure that it has all necessary notices and lawful bases in place to be able to provide the personal data of the (substitute) Delegate(s) to F&A Next; and
- b) give full information to (substitute) Delegate(s) whose personal data may be processed under the Event Agreement of the nature of that processing.

8.3. F&A Next will process such personal data in accordance with its privacy policy that can be found on the Website.

9. Liability

9.1. F&A Next's total liability to Participant Company on whatever legal ground or theory (including without limitation breach of contract, wrongful act, strict liability, tort or otherwise) shall be for Direct Damages only and shall not exceed seventy five (75) percent of the Fees (exclusive of VAT) paid by Participant Company to F&A Next under the Event Agreement.

9.2. F&A Next's liability for other damages than Direct Damages is expressly excluded.

9.3. Nothing in the Event Agreement shall limit and/or exclude F&A Next's liability for damages which (a) cannot be limited and/or excluded pursuant to mandatory law or (b) are caused by intent (in Dutch: *opzet*) or wilful recklessness (in Dutch: *bewuste roekeloosheid*) of F&A Next or its managerial staff (in Dutch: *bedrijfsleiding*).

9.4. All rights of Participant Company and its claims on F&A Next shall lapse (in Dutch: *vervallen*) by the mere expiry of twelve (12) months after the Event.

9.5. F&A Next's liability for auxiliary persons (in Dutch: *hulppersonen*), speakers, other participants and/or delegates is excluded. However, all exclusions and limitations of F&A Next's liability in the Event Agreement shall also apply for the benefit of (i) any person who F&A Next engages in the performance of the Event Agreement and/or (ii) any person who is affiliated or associated with F&A Next. This clause is deemed an irrevocable third-party stipulation (in Dutch: *onherroepelijk derdenbeding*) for the benefit of every such person, provided that the applicability of article 6:254 DCC is expressly excluded.

9.6. Participant Company indemnifies and holds F&A Next harmless from any and all claims from its Delegates arising out or in connection with the provision of the Services in accordance with the Event Agreement.

10. Miscellaneous

10.1. A Party which is prevented, hindered or delayed in or from performing any of its obligations under the Event Agreement by a Force Majeure Situation shall not be in breach or otherwise liable for any such failure or delay in the performance of such obligations.

10.2. If any provision of the Event Agreement or part thereof is rendered void, invalid or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid or unenforceable to that extent solely and it shall in no way affect or prejudice the enforceability of the remainder of the Event Agreement. Parties shall replace the void, invalid or unenforceable provision with a valid provision, the effect of which shall be as close as possible to the intended effect of the void, invalid or unenforceable provision.

10.3. F&A Next has the right to assign the Event Agreement, or its rights and obligations thereunder, in whole or in part, at any time to any party as F&A Next shall determine in its sole discretion. Participant Company hereby grants its approval in advance for an assignment of contract (in Dutch: *contractsoverneming*) by F&A Next to a third party.

10.4. The Event Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of the Event Agreement.

10.5. F&A Next has the right to amend these General Terms unilaterally by notifying Participant Company in writing. The amended version of the General Terms shall apply upon receipt by Participant Company of the notice or any other time as indicated by F&A Next in writing.

11. Governing law and disputes

11.1. These General Terms and any agreement between Parties shall be governed by and construed in accordance with the laws of the Netherlands.

11.2. Any dispute arising out of or in connection with the General Terms and any agreement between Parties shall be exclusively referred to the competent court in Arnhem, the Netherlands.