

# GENERAL TERMS AND CONDITIONS FOR ALL ENGAGEMENTS WITH INDIVIDUALS, GROUPS, AND ORGANIZATIONS BY 1 FOR 2 SOCIAL INNOVATION

#### ARTICLE 0. GENERAL HUMANITY

- One for Two (Een voor Twee, in Dutch) was founded by Kirsten Heukels and registered with the Chamber of Commerce since November 6, 2000. Until 2017, business was conducted with individuals and organizations without General Terms and Conditions. Recent observations indicate that society, individuals, and organizations approach 'doing business' differently. The provisions below add to the perceived changes and protect what 1for2 Social Innovation stands for, putting people first and maintaining transparency throughout the process. The human touch is the expertise of 1for2 Social Innovation; Attention is our craft. We trust that any differences in understanding can be resolved through human connection.
- These general terms and conditions apply to 1for2 Social Innovation Holding B.V., registered with the Chamber of Commerce Rotterdam, under number 91952751, (hereafter 1for2 Social Innovation), and its subsidiaries:
  - a. Training by 1for2 Social Innovation, registered with the Chamber of Commerce Rotterdam, under number 91955157
  - b. Profiling by 1for2 Social Innovation, registered with the Chamber of Commerce Rotterdam, under number 91954584
  - c. Confidential Counseling by 1for2 Social Innovation registered with the Chamber of Commerce Rotterdam, under number 91971861

These general terms and conditions apply to any offers and agreements made on behalf of all organisations.

- These general terms and conditions of 1for2 Social Innovation were deposited with the Chamber of Commerce Rotterdam on January 3, 2024.
- When making offers/providing proposals, these general terms and conditions are always provided (digitally). The general terms and conditions and the purchasing conditions of intended clients (the offered organisation/legal entity) are rejected and are not applicable upon commissioning.

# **ARTICLE 1. CONFIRMATION**

1. 1for2 Social Innovation and the client confirm their collaboration verbally and through a written signed order confirmation (including email).

# ARTICLE 2. MATERIALS AND INTELLECTUAL PROPERTY

- Only when agreed in writing, each participant receives a handout containing covered topics, cases, assignments, and exercises. Up to 2 months after the final execution day, participants can contact 1for2 Social Innovation for questions related to covered topics at the prevailing hourly rate.
- 2. Any materials provided during all engagements by the executing party are the (intellectual) property of 1for2 Social Innovation and may not be copied without prior agreement from 1for2 Social Innovation.

Gen. T&C's 1for2 Social Innovation date: 1/2/2024



#### ARTICLE 3. LIABILITY

- 1. 1for2 Social Innovation commits to executing given tasks to the best of its insight and ability. It's always an obligation of effort and never a commitment to results.
- 2. Neither 1for2 Social Innovation nor its employees, staff, or contractors hired by 1for2 Social Innovation are liable for any direct or indirect damages, in any form whatsoever and regardless of the cause, suffered by the client and participant(s) due to, during, or after the execution of a task related or potentially related to this task's execution.

# ARTICLE 3. OFFERS, QUOTES, AGREEMENTS, RATES, AND PAYMENT, ADDITIONAL WORK, AND CANCELLATIONS

- 1. It's worth noting that our quotes are valid for 30 days. Additionally, our rates will be indexed annually on January 1st, as outlined in our quotations. We strive to maintain a clear and fair framework that supports productive collaborations with our valued clients. Additional work is confirmed in writing after consultation between the client and 1for2 Social Innovation.
- 2. Payment must be within 14 days of the invoice date. Invoicing is done in advance unless otherwise agreed. In case of overdue payments, 1for2 Social Innovation is entitled to charge statutory interest.
- 3. For cancellations, we require written notice. Cancellation costs are structured as follows: 25% of the cost if cancelled within 28 days before the execution date, 50% if cancelled within 7 days before the execution date, and 100% if cancelled within 48 hours. Any unrecoverable costs incurred by 1for2 Social Innovation from third-party providers will be fully invoiced.
- 4. For Article 4.3, 1for2 Social Innovation offers an "insurance" that can be purchased upon commissioning. This "insurance" allows the client to reschedule free of charge (without reason) from 28 days before the task to the task's date. The cost is a one-time €260,- excluding VAT.
- 5. Non-attendance by an individual client without prior consultation results in the client owing 1for2 Social Innovation 100% of the agreed consultation fee. This amount will be invoiced separately.
- 6. In situations where illness or force majeure compels 1for2 Social Innovation to cancel engagements, we will promptly arrange a new execution date in consultation with the client.
- 7. Refunds, if applicable, will be processed within 14 days following the execution day, accompanied by a credit invoice that outlines the reconciliation. Refunds will be transferred exclusively to the bank account number from which the payment was initially received.

### ARTICLE 5. OTHER COSTS

- 1. Costs for external location(s): The (rental) costs of a location, facilities, and meals and beverages for participants and performers regarding the task are at the client's expense and will be invoiced directly to the client.
- 2. Travel expenses: 1for2 Social Innovation charges the client €0.39 per kilometre for work on location. This is calculated from the location of 1for2 Social Innovation. Rotterdam.
- Accommodation expenses: specific situations may require an accommodation fee; in such cases, it will be described in the offer.

Gen. T&C's 1for2 Social Innovation date: 1/2/2024



4. Execution outside regular office hours: professional input/guidance after 5:00 PM and on weekends will be invoiced with a 50% surcharge on the agreed rates, unless otherwise agreed in writing.

## ARTICLE 6. PROFESSIONAL SECRECY AND CAREFULNESS

- 1. 1for2 Social Innovation treats all participant information as professional secrecy. There is no statute of limitations.
- 2. Information about participants is only provided to third parties after the participant's (verbal and/or written) consent.
- 3. All participant information is retained for 5 years and then destroyed.
- 4. The digital results of the Insights Discovery® profile are stored by Insights Benelux B.V., based in Haarlem. A certified Insights Discovery consultant can only access a client's data with permission. Clients are always asked for written and verbal consent before transferring their data to another certified Insights Discovery consultant.
- 5. Only when there is a clear suspicion that the participant/client might seriously harm themselves or others, will 1for2 Social Innovation breach professional secrecy, and only in cases where 1for2 Social Innovation lacks professional expertise to protect the client and/or other individuals from the client."
- 6. Additional terms may apply, e.g. when our customers use a digital platform delivered by one of our selected partners.

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