

General Terms and Conditions Type B Consultancy

Version September 2026

Fresh Thoughts



Article 1 – Definitions

In these general terms and conditions the following definitions apply:

1. **Fresh Thoughts:** the business defined in Article 2 of these general terms and conditions;
2. **Client:** the client with whom Fresh Thoughts has concluded an Agreement, or who is negotiating one with Fresh Thoughts;
3. **Agreement:** any arrangement or Assignment between Fresh Thoughts and the Client for the provision of Services by Fresh Thoughts to the Client;
4. **Assignment:** the specific set of activities that Fresh Thoughts will carry out for the Client and for which an Agreement has been concluded;
5. **General terms and conditions:** these general terms and conditions of Fresh Thoughts;
6. **Parties:** the Client and Fresh Thoughts together;
7. **In writing:** communication by e-mail, by post or by WhatsApp;
8. **Third party/parties:** any natural or legal persons who are not party to the Agreement between the Parties;
9. **Services:** the services of Fresh Thoughts, consisting of advice and support in the areas of business strategy and its implementation, organisation, collaboration, transactions (including the sale, transfer or acquisition of (part of) a business and collaboration and shareholder arrangements), negotiations and Human Resources. Fresh Thoughts does not provide legal or tax advice, nor advice on financial products within the meaning of the Dutch Financial Supervision Act (Wet op het financieel toezicht).

Article 2 – Identity of Fresh Thoughts

Company name:	Fresh Thoughts Coaching & Consulting
Street and number:	Galgeplek 30
Postcode and town:	6662 VR Elst, the Netherlands
Chamber of Commerce (KvK) number:	84268417

Article 3 – General provisions

1. These general terms and conditions apply to every offer and all (legal) acts of Fresh Thoughts and to every Agreement concluded between Fresh Thoughts and the Client.
2. For the other services of Fresh Thoughts, the "General Terms and Conditions Type A Coaching" may apply where so indicated. These can be found at www.freshthoughts.nl. This is the case, among others, where Fresh Thoughts provides its Services not on behalf of a company or business but on behalf of a consumer.
3. If the Agreement is concluded electronically, then, contrary to the previous paragraph and before the Agreement is concluded, the text of these general terms and conditions may be made available to the Client electronically in such a way that the Client can easily store it on a durable data carrier. If this is not reasonably possible, it will be indicated before the Agreement is concluded where the general terms and conditions can be consulted electronically and that they will be sent to the Client free of charge, electronically or otherwise, on request.

4. Unless expressly agreed otherwise In writing, the applicability of any other (general) terms and conditions is expressly excluded.
5. Deviations from or additions to these general terms and conditions are valid only if expressly agreed In writing.
6. If Fresh Thoughts does not always require strict compliance with these terms and conditions, this does not mean that their provisions do not apply or that Fresh Thoughts loses in any way the right to require strict compliance with them in other cases.
7. If and insofar as any provision of these general terms and conditions cannot be relied upon on grounds of reasonableness and fairness or its unreasonably onerous nature, that provision shall in any event be given a meaning as close as possible to its content and purport, so that it can be relied upon.
8. Fresh Thoughts cannot guarantee that the work it performs will always achieve the result desired by the Client. The accepted Assignment therefore gives rise to a best-efforts obligation and not to an obligation to achieve a specific result.
9. Fresh Thoughts is entitled to engage Third parties for the performance of the Agreement.
10. The operation of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded. This means that Fresh Thoughts may also have (parts of) the Assignment or its Services performed by another person, for example if it is prevented from doing so or in the event of illness and/or incapacity for work. It also means that, where Fresh Thoughts provides its Services in cooperation with one or more other parties or contractors, Fresh Thoughts can only be liable for damage relating to its own part of the Services. Joint and several liability of contractors is thereby excluded.

Article 4 – The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. An offer by Fresh Thoughts is always without obligation, unless expressly stated otherwise in the offer.
3. The offers and quotations of Fresh Thoughts are based on the information provided to Fresh Thoughts by the Client. The Client therefore warrants that all information essential to the design and performance of the Assignment has been provided to Fresh Thoughts in good time, correctly and in the form required by Fresh Thoughts. Any errors and mistakes in this respect are for the account of the Client.
4. The offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to enable the Client to properly assess the offer. Obvious mistakes or errors, for example in the amounts stated, do not bind Fresh Thoughts.

Article 5 – The Agreement

1. The Agreement is concluded at the moment the Client accepts the offer and fulfils any conditions attached to it.
2. If the quotation (the offer) is not (formally) accepted by the Client but Fresh Thoughts nevertheless starts the work with the Client's consent, the Agreement is presumed to have been concluded on the basis of the quotation or offer of Fresh Thoughts.
3. If any provision of these general terms and conditions or of an Agreement proves to be void or is annulled, this does not affect the validity of the general terms and conditions or the Agreement as a whole. The Parties will consult in order to agree a new provision to replace the void or annulled provision, taking into account as far as possible the purpose and purport of the void or annulled provision.

4. Fresh Thoughts reserves the right not to perform an Agreement that has been concluded, for example if it has reasonable doubt or information that the Client will not (be able to) meet its (financial) obligations. If Fresh Thoughts refuses, it will notify the Client of the refusal in writing within a reasonable period after conclusion of the Agreement.
5. The Client's right of suspension and right of set-off are excluded where the Client acts in the course of a profession or business.
6. These general terms and conditions also apply to future, additional and/or follow-up assignments.
7. Agreed delivery periods are always indicative. Delivery periods are therefore not deadlines of the essence. Exceeding a period does not entitle the Client to compensation.
8. If the Client has accepted the offer electronically, Fresh Thoughts will confirm receipt of the acceptance of the offer electronically without delay.

Article 6 – Changes to (the content of) the Assignment

1. If circumstances arise in the course of the Assignment that were not foreseen at the start of the Assignment, a solution will be sought in mutual consultation and in good harmony, including for example an adjustment of (the content of) the initial assignment.
2. A change to (the content of) the Assignment is only possible with the consent of Fresh Thoughts in writing.
3. The Client acknowledges and accepts that changes to (the content of) the Assignment may affect the agreed planning, objectives and expectations. If a change to (the content of) the Assignment results from requests or actions of the Client or from other circumstances attributable to the Client, Fresh Thoughts may charge any resulting additional work at its usual rates as an additional or separate Assignment. See also Article 16 of these general terms and conditions on additional work.

Article 7 – The Assignment

1. The Assignment is entered into for the period stated in the Agreement or the Assignment and ends by operation of law when the Assignment has been completed.
2. The Client acknowledges that the duration and planning of the Assignment may be affected by various unforeseen factors, including but not limited to the quality of the information provided by the Client in the context of the Assignment and the (degree of) availability and commitment of the Client's staff involved in the Assignment.
3. Fresh Thoughts will use its best efforts to carry out the Assignment within the agreed planning. However, this planning and the dates agreed for it can never be regarded as deadlines of the essence. Except in cases of intent or gross negligence on the part of Fresh Thoughts, exceeding the planning and the (interim) periods agreed therein does not entitle the Client to dissolve or terminate the Assignment in whole or in part, nor to compensation for any damage suffered by the Client as a result.

Article 8 – Dissolution and notice periods

1. If the Client fails to fulfil one or more of its obligations, or fails to do so in time or properly, is declared bankrupt, applies for a (provisional) suspension of payments and/or a moratorium, proceeds to liquidate its business, or if its assets are seized in whole or in part, Fresh Thoughts has the right to suspend performance of the Agreement or to terminate and/or dissolve the Agreement in whole or in part by operation of law and without prior notice of default by means of a declaration in writing, at its discretion and always without prejudice to any right it may have to compensation for costs, damage and interest.
2. Termination of an Agreement or of the Assignment takes place in writing, effective at the end of the month and subject to a notice period of one (1) month.

3. In the event of termination of the Assignment or the Agreement, for whatever reason, the Client shall pay in full and in good time for all work performed by Fresh Thoughts under the Assignment up to that time. All invoices already sent to the Client remain due in full and become immediately payable at the moment of termination.
4. Each party is entitled to dissolve the Agreement in whole or in part with immediate effect and without judicial intervention if, in respect of the other party:
 - a. a petition for bankruptcy has been filed;
 - b. a suspension of payments has been applied for;
 - c. liquidation or cessation of the business has taken place; or
 - d. its assets have been seized.

In the event of dissolution, Fresh Thoughts is never obliged to refund any monies already received or to pay compensation to the Client.

Article 9 – Liability

1. Fresh Thoughts is not liable for indirect or direct damage. Liability of Fresh Thoughts for damage resulting from intent or deliberate recklessness on the part of Fresh Thoughts is not excluded.
2. If Fresh Thoughts can nevertheless be held liable in a specific case, notwithstanding the provisions of this Article, the total liability of Fresh Thoughts is limited to compensation of damage up to a maximum of the fee agreed for that Agreement (excluding VAT).
3. If the (professional) liability insurance of Fresh Thoughts provides cover in a specific case, the liability of Fresh Thoughts is limited to the amount paid out under that insurance, plus the excess (deductible) of Fresh Thoughts under that insurance.
4. If Fresh Thoughts can nevertheless be held liable for direct damage, direct damage is understood to mean exclusively:
 - a. the reasonable costs the Client would have to incur to make the performance of Fresh Thoughts conform to the Agreement; however, this substitute damage will not be compensated if the Agreement is dissolved by or at the request of the Client;
 - b. reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these general terms and conditions;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of damage within the meaning of these general terms and conditions.
5. The Client indemnifies Fresh Thoughts against any claims by Third parties (including advisers and staff of Fresh Thoughts) who suffer damage in connection with the performance of the Agreement.
6. The Client indemnifies and holds harmless Fresh Thoughts and the advisers and staff engaged by it against all possible claims, of whatever nature and on whatever basis, by the Dutch Tax Administration and/or the Employee Insurance Agency (UWV) for the withholding and/or remittance of taxes and/or social security contributions, including the interest thereon and any administrative fines, in connection with the work performed by Fresh Thoughts and the advisers and staff engaged by it.
7. If the Agreement is a continuing agreement with a term of more than six (6) months, the fee agreed for that Agreement is deemed to be the total of the fees (excluding VAT) for the six (6) months preceding the event causing the damage.
8. A condition for any right to compensation to arise is always that the Client reports the damage to Fresh Thoughts in writing as soon as possible after it arises. Any claim for

compensation against Fresh Thoughts lapses by the mere passage of six (6) months after the claim arose.

9. Fresh Thoughts is not liable for damage caused by auxiliary persons within the meaning of Article 6:76 of the Dutch Civil Code.
10. Fresh Thoughts is not liable for damage of any nature whatsoever resulting from Fresh Thoughts having relied on incorrect and/or incomplete information provided by the Client, or from the Client having provided such information late.
11. Fresh Thoughts and the advisers and staff engaged by it are not liable for damage suffered by the Client or any Third party as a result of the application or use of the materials and/or the results of the work. The Client indemnifies Fresh Thoughts and the advisers, staff and Third parties engaged by Fresh Thoughts in the context of the Assignment against all damage referred to in this paragraph.
12. Liability of Fresh Thoughts for an attributable failure in the performance of an agreement arises only if the Client gives Fresh Thoughts proper notice of default in writing without delay, setting a reasonable period for remedying the failure, and Fresh Thoughts continues to fail attributable in the performance of its obligations after that period. The notice of default must contain as detailed a description of the failure as possible, enabling Fresh Thoughts to respond adequately.

Article 10 – Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Fresh Thoughts in the performance of any obligation towards the Client cannot be attributed to Fresh Thoughts in the event of any circumstance beyond the control of Fresh Thoughts that wholly or partly prevents the performance of its obligations towards the Client, or as a result of which performance of its obligations cannot reasonably be required of Fresh Thoughts. Such circumstances include failures by suppliers or other Third parties, (power) failures, computer viruses, extreme weather conditions, fire (hazard), (threat of) war, pandemics, epidemics, quarantines, absence due to illness within Fresh Thoughts, incapacity for work, strikes and government measures.
2. If a situation as referred to in paragraph 1 of this Article arises as a result of which Fresh Thoughts cannot meet its obligations towards the Client, those obligations are suspended for as long as Fresh Thoughts cannot meet them. If the force majeure situation has lasted thirty (30) calendar days, both Parties have the right to dissolve the Agreement in whole or in part in writing. In that case Fresh Thoughts is not obliged to pay any compensation, even if Fresh Thoughts derives any benefit from the force majeure situation.
3. If the Agreement ends on grounds of force majeure, Fresh Thoughts is entitled to payment for the hours already worked or investments already made at the time the Agreement ends.

Article 11 – Warranty

1. Fresh Thoughts warrants that the Services comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the statutory provisions and/or government regulations in force on the date the Agreement was concluded.
2. Fresh Thoughts expressly accepts no warranty, responsibility and/or liability with regard to or for decisions taken by the Client or the user(s) of its Services. Every user of the Services remains at all times solely responsible for the decisions he or she takes, and for all his or her acts and omissions, including after obtaining advice from Fresh Thoughts. The Client therefore indemnifies Fresh Thoughts against claims in this respect.
3. The Services do not include legal or tax advice. Where the outcome of an Assignment depends (in part) on legal, tax or financial-technical aspects, Fresh Thoughts will point this

out to the Client and advise the Client to consult a specialised adviser (such as a lawyer, civil-law notary or tax adviser) on those aspects. Whether or not such advice is obtained is the choice and responsibility of the Client.

Article 12 – Fees/prices

1. All amounts are in euros and exclusive of VAT and other levies imposed by the government, unless agreed otherwise.
2. Fresh Thoughts reserves the right to apply an inflation adjustment every six months.
3. The agreed amounts are based on cost-determining factors at the time of the offer. Fresh Thoughts reserves the right to pass on to the Client changes in cost-determining factors arising three (3) months after conclusion of the Agreement over which Fresh Thoughts cannot reasonably exert any influence, such as increases in excise duties, social security charges, insurance premiums or VAT, up to a maximum of 20% of the original amount.
4. Fresh Thoughts furthermore has the right to increase the amounts stated in the offer above the maximum of 20% referred to in the previous paragraph. In that case the Client has a right of immediate dissolution as of the moment the price change takes effect. Fresh Thoughts will always notify the Client of such a price change one (1) month before it is implemented.
5. A composite quotation does not oblige Fresh Thoughts to perform part of the Agreement for a corresponding part of the quoted amount.
6. Discounts and quoted amounts do not automatically apply to future Agreements and/or Assignments.

Article 13 – Payment and invoicing

1. Unless agreed otherwise In writing, the work performed and Services provided by Fresh Thoughts are charged to the Client on the basis of time spent and costs incurred. Unless agreed otherwise In writing, Fresh Thoughts invoices monthly in arrears on the basis of the time spent. Fresh Thoughts is entitled to invoice an advance payment before commencing performance.
2. Unless otherwise provided in the Agreement or in additional terms, the amounts owed by the Client must be paid within thirty (30) days of the invoice date.
3. Before performing its own obligations, Fresh Thoughts has the right (whether or not in deviation from what otherwise applies) to demand full payment and/or adequate security for performance by the Client if, in the opinion of Fresh Thoughts, it is likely that the Client will not (be able to) meet its obligations in time, at all or in full.
4. If the Client fails to meet its payment obligation(s), or fails to do so in full or in time, the Client will be sent a payment reminder In writing setting a period of seven (7) days. If the Client still fails to pay the amount due after this seven-day period has expired, the Client is in default. The Client then also owes the statutory (commercial) interest on the amount still due. If the Client remains in default of paying the claim after the payment reminder In writing, Fresh Thoughts may hand the claim over for collection, in which case Fresh Thoughts is also entitled to charge the Client the (extra)judicial collection costs it has incurred, including costs charged by external experts in addition to the costs determined by the court.
5. In the event of (a reasonable prospect of) bankruptcy, liquidation or suspension of payments, or a debt restructuring under the Dutch Natural Persons Debt Restructuring Act (WSNP), the claims of Fresh Thoughts against the Client and the obligations of the Client towards Fresh Thoughts become immediately due and payable.

6. Payments made by the Client always serve first to settle all interest and costs due, and secondly the oldest outstanding invoices that are due and payable, even if the Client states that the payment relates to a later invoice.
7. If the Client fails to pay in time, Fresh Thoughts may suspend its obligations until the Client has met its payment obligation.

Article 14 – Complaints

1. The Client can no longer invoke a defect in performance if it has not complained to Fresh Thoughts in that respect within two (2) months after discovering the defect or after it should reasonably have discovered it. In the case of a visible defect upon delivery, a period of forty-eight (48) hours applies.
2. The Client must in any event give Fresh Thoughts four (4) weeks to resolve the complaint in mutual consultation.
3. If a complaint is not reported to Fresh Thoughts within the periods stated in the preceding paragraphs, the product and/or Service is deemed to comply with the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the Client's payment obligation where the Client acts in the course of a profession or business.

Article 15 – Assignment of rights

1. The rights and obligations of the Client under this Agreement cannot be transferred without the prior consent In writing of the other Party. This provision constitutes a clause with effect under property law as referred to in Article 3:83(2) of the Dutch Civil Code.

Article 16 – Additional work

1. If Fresh Thoughts, at the request of the Client or at its own request with the prior consent In writing of the Client, has performed work or other services that fall outside the content or scope of the Agreement or Assignment, such work or services will be paid for by the Client at the usual rates of Fresh Thoughts. The Client is never obliged to comply with such a request and may require that a separate Agreement In writing be concluded for it.
2. The Client accepts that the agreed objectives and expectations may be affected by work or services as referred to in paragraph 1 of this Article.
3. Insofar as a fixed amount has been agreed for the services, Fresh Thoughts will always inform the Client In writing in advance of the financial consequences of the additional work.

Article 17 – Intellectual property

1. All intellectual property rights relating to and/or resulting from the Agreement performed by Fresh Thoughts vest in Fresh Thoughts. The Client obtains only the non-exclusive and non-transferable rights of use expressly granted by these general terms and conditions and by law. Any other or further right of the Client is excluded, unless agreed otherwise In writing.
2. The documents provided by Fresh Thoughts to the Client are intended exclusively for use by the Client, and only after the Client has met all its (payment) obligations under the Agreement or Assignment. The Client is not permitted to disclose and/or reproduce the information obtained in any form whatsoever. This includes, among other things, editing, selling, making available, distributing and integrating it into networks, whether or not after editing, unless such disclosure and/or reproduction has been permitted by Fresh Thoughts In writing and/or follows from the nature of the Agreement with Fresh Thoughts.
3. Fresh Thoughts will use the name and logo of the Client as a reference or for promotional purposes only after the prior consent In writing of the Client.

4. The Client indemnifies Fresh Thoughts against claims by Third parties regarding intellectual property rights.
5. If the Client acts in breach of this Article, the Client owes an immediately payable penalty of €15,000, without prejudice to the right of Fresh Thoughts to (additional) compensation.

Article 18 – Rights and obligations of the Parties

1. Fresh Thoughts will use its best efforts to perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Fresh Thoughts cannot, however, guarantee that the goal or intended result pursued by the Client with the Agreement will always be achieved.
2. During the performance of the Assignment or the Agreement, the Parties will consult regularly on the state of affairs and the manner in which the Assignment or the Agreement is being performed.
3. If, upon acceptance of the offer and during performance of the Assignment, facts and/or circumstances arise that (may) adversely affect the progress of the Assignment or its result, the Parties will inform each other of this as soon as possible.
4. If the information from the Client required for the performance of the Assignment is not provided in time, in full or in accordance with the arrangements made in that respect, or if the Client otherwise fails to meet its obligations, Fresh Thoughts has the right to suspend performance of the Assignment or the Agreement and to charge the Client the resulting costs at its usual rates.
5. Fresh Thoughts has the right to replace the adviser(s) or staff it has deployed. Fresh Thoughts will use its best efforts to deploy (a) replacement(s) of the same level in order to safeguard the continuity and quality of the Assignment as much as possible.
6. Fresh Thoughts reserves the right at all times to convert physical/face-to-face meetings into a digital or telephone meeting. The Client therefore cannot derive any rights from an already scheduled physical/face-to-face meeting as regards the physical presence of Fresh Thoughts.
7. Both Parties will ensure that all information received from the other Party which they know or should know to be of a confidential nature remains secret, unless a statutory obligation requires disclosure of that information. The Party receiving confidential information will use it only for the purpose for which it was provided. Information is in any event regarded as confidential if it has been designated as such by either Party. Without the prior consent in writing of Fresh Thoughts, the Client will not make any statements to Third parties about the approach, working methods and materials of Fresh Thoughts.
8. The Client must ensure that:
 - a. Fresh Thoughts has timely access to all useful information, documents and data necessary for the Assignment;
 - b. all facts and circumstances relevant and necessary to the Assignment, including those arising from changes in the policy and/or organisation of the Client and changes in its immediate (market) environment, are reported to Fresh Thoughts as soon as possible, so that Fresh Thoughts can properly take them into account in performing the Assignment;
 - c. the Client's staff involved in the performance of the Assignment are sufficiently available and deployable.
9. Fresh Thoughts advises as an independent adviser and exclusively in the interest of the Client. If several (legal) persons jointly act as Client, each of them is jointly and severally liable for the performance of the obligations under the Agreement.
10. The Parties may communicate with each other electronically (including by e-mail and via shared files). The Parties accept the risks associated with this, such as delay, interception or viruses, and are not liable to each other for them, except in the case of intent or deliberate

recklessness. In case of doubt about the content or receipt of a message, the version as sent by Fresh Thoughts prevails, unless the Client proves otherwise.

11. Fresh Thoughts processes personal data it receives in the context of the Assignment exclusively for the performance of the Assignment and in accordance with the General Data Protection Regulation (GDPR). Fresh Thoughts does not provide such data to Third parties unless this is necessary for the performance of the Assignment or required by a statutory obligation.

Article 19 – Confidentiality

1. The Client is obliged to keep confidential all confidential information obtained from Fresh Thoughts in the context of the Agreement. Information is confidential if Fresh Thoughts has indicated this or if this reasonably follows from the nature of the information.
2. If the Client breaches paragraph 1 of this provision, the Client, regardless of whether the breach is attributable to the Client and without prior notice of default or judicial proceedings, owes Fresh Thoughts an immediately payable penalty of €20,000 (twenty thousand euros) for each breach, without any damage having to be proven and without prejudice to the other rights of Fresh Thoughts, including its right to claim compensation in addition to the penalty.

Article 20 – Exclusivity

1. For the duration of the Agreement, the Client grants Fresh Thoughts the exclusive right to perform the Agreement awarded to it.

Article 21 – Applicable law and language

1. Agreements between Fresh Thoughts and the Client are governed exclusively by Dutch law.
2. Disputes between the Parties will as far as possible be resolved through proper consultation. All disputes between the Client and Fresh Thoughts will be settled exclusively by the competent court of the District Court of Gelderland (rechtbank Gelderland), the Netherlands.
3. These general terms and conditions are a translation of the Dutch "Algemene voorwaarden Type B Consultancy" of Fresh Thoughts. In the event of any discrepancy or difference in interpretation between the Dutch text and this English translation, the Dutch text prevails.

Article 22 – Survival

1. The provisions of these general terms and conditions and of the Agreement that by their nature are intended to remain in force after termination of the Agreement will remain in full force after the Agreement has ended.

Article 23 – Amendments and additions

1. Fresh Thoughts is entitled to amend or supplement these general terms and conditions unilaterally. In that case Fresh Thoughts will inform the Client of the amendments or additions in good time.
2. At least thirty (30) days will elapse between this notification and the entry into force of the amended or supplemented terms and conditions.