

## **General Terms and Conditions AMR Insights BV: English summary (not legally binding)**

### **Article 1: Definitions**

AMR Insights B.V., headquartered in Amsterdam, provides General Terms and Conditions for its customers. Customers are individuals who take note of information provided by AMRI, participate in training programs, attend events, and use services offered by AMRI. Content includes information published and distributed through the company's website, newsletters, Training, Events, and Services.

### **Article 2: Applicability**

Agreements between customers and AMRI are oral or written agreements between the parties. The last filed version of the Dutch terms and conditions applies to all information, training, events, and services offered by AMRI. Derogations from these terms and conditions are only valid if agreed in writing between the customer and AMRI. If the customer uses general terms and conditions and refers to them, their applicability is expressly denied.

If any provision forming part of these terms and conditions or of the agreement is void or annulled, the provision in question alone will not apply. All other provisions remain in force, and the relevant provision shall be replaced without delay by a provision as close as possible to the scope of the original provision.

The present terms and conditions also apply to agreements with AMRI that involve third parties. By using AMRI websites, newsletters, participating in Training and Events, and using AMRI Services, customers agree to these general terms and conditions.

## **OFFERED INFORMATION**

### **Article 3: Offers of Information**

AMRI's content is compiled with care, but it may be incomplete, no longer up-to-date, or contain inaccuracies. Customers acknowledge that AMRI is not liable for any loss or damage arising from the use or operation of the content offered, including damages for business activities, loss of profit, interruption of business activities, loss of business information, or any other form of financial damage.

Providing links to third-party websites does not necessarily mean AMRI recommends the services offered on or through these websites. AMRI cannot take responsibility for the accuracy and completeness of information on these sites and in articles to which reference is made.

## **OFFERED TRAINING and EVENTS**

### **Article 4: Registration for and implementation of Training and Events**

The training and events offered by AMRI are subject to various terms and conditions. Participants must register for courses, events, and exhibition space using the registration form or other means. Payment must be made immediately upon registration, and participants remain personally liable for fulfilling their payment obligations. Applications are processed in the order of entry.

AMRI may offer opportunities for the customer's logo on the AMRI website, exhibition space for a stand, congresses, sponsorship of network receptions, round table sessions, matchmaking, and parallel sessions. However, AMRI reserves the right to refuse requests for participation without giving any reason.

The customer is responsible for the construction and finishing of the exhibition material at their own expense, within the agreed time and in compliance with the landlord's restrictions. Sub-lease or transfer of exhibition space is not permitted, nor is free transfer of stand space to third parties.

During training and events, AMRI can create photos and/or videos that may be identifiable in the participant's image. If the participant wishes not to be identified in the image, they must notify AMRI in writing before the event.

### **Article 5: Force majeure with respect to Training and Events**

Cancellation by the participant is possible up to three weeks before the event, and the amount paid, minus €50,- administrative costs, will be refunded. Cancellation within three weeks is no longer possible, and replacement by a colleague is possible. In case of cancellation within three weeks, the participant is not entitled to a refund of the registration fee. If AMRI cannot fulfil its obligations due to circumstances not attributable to it, such as employee illness, weather conditions, technical failures, or stagnation in the normal course of business, those obligations will be suspended until AMRI can continue fulfilling them. If this period is longer than six months, each party has the right to terminate the agreement without obligation to reimburse subscription fees or compensation for damages.

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AMRI cannot be held responsible for defects in the offered location of the training or event, whether or not the accommodation offered through AMRI and rented means of transport.

### **PROVIDED SERVICES**

#### **Article 6: Offers of Services**

The Services Offers section outlines the terms and conditions for AMRI's services, which are set out in a written notice or agreement. AMRI cannot be bound by its offers if the customer can reasonably understand that they contain obvious errors, spelling, printing, or typing errors. If an order is provided without prior offer, AMRI is only bound by it after it has confirmed it in writing to the other party. Changes to the agreement are only valid if agreed in writing between the customer and AMRI.

The customer is responsible for the accuracy, completeness, and reliability of the data, documents, and materials made available to AMRI, even if they come from third parties. AMRI may refuse a request to amend the agreement without failure to do so. The customer must read through the received data and check for accuracy and forward any inaccuracies to AMRI as soon as possible.

#### **Article 7: Performance of Services**

AMRI determines the way and by which the agreement will be executed, taking into account timely and responsible instructions from the customer. AMRI will perform the Services to the best of its ability and as a careful practitioner, but cannot guarantee the achievement of any desired result. AMRI has the right to have (part of) the Services performed by a person designated by AMRI or a third party if this is desirable in the opinion of AMRI.

The specified periods within the agreement are only approximate and not fatal. Exceeding such a deadline does not constitute an attributable defect of AMRI and does not give rise to grounds for termination of the agreement. If a deadline is exceeded, the Customer must declare AMRI in default in writing.

#### **Article 8: Rates of Services**

AMRI charges services based on agreed rates or pre-established amounts per service/contract, excluding VAT. Additional work occurs when the contract is in progress, and AMRI informs the customer of the financial consequences. The customer's obligation to pay invoices is not dependent on the outcome of the services provided.

#### **Article 9: Payment of Services**

The customer must pay the invoice amount within 15 days of invoicing, unless expressly agreed otherwise, in the currency in which it was invoiced. Payment will take place without deduction, settlement, or suspension. If payment to third parties expires through AMRI, they can demand an advance on costs. Declarations of due fees and other expenses are made monthly, with the declaration following after the completion of the work.

If a customer fails to pay within the specified deadline or agreed deadline, they are legally in default and AMRI can charge statutory interest on the invoiced amount until total satisfaction without prejudice to the contractor's further rights. All costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the customer, even if these costs exceed the judgment of court costs.

Customers acting in the capacity of a natural person will be discharged first and receive a warning giving them a period of fourteen days to proceed with payment before AMRI claims statutory interest and extrajudicial collection costs. Extrajudicial collection costs of the principal amount are calculated according to the Out-of-Court Collection Costs Decision (BIK). In the event of a joint order, customers are solely liable for the payment of the invoice amount.

#### **Article 10: Suspension, dissolution, cancellation of Services**

AMRI has the right to suspend or terminate an agreement until all claims against the Customer have been fully satisfied, if the customer does not or does not fully fulfil their obligations under the agreement, or if AMRI learns circumstances giving good reason to fear that the Customer will not comply with the obligations. If the customer is requested to provide security for the fulfilment of their obligations, this security is not available or insufficient. AMRI can also dissolve the agreement if circumstances make it impossible to comply with the contract or if the unchanged maintenance of the contract cannot reasonably be expected, such as serious health complaints.

If the agreement is terminated, AMRI's claims against the Customer are immediately enforceable. If AMRI suspends the fulfilment of obligations, it retains its claims under the law and the agreement. AMRI is not liable for compensation for damages and costs arising from suspension or dissolution, and the customer is liable for damages or compensation due to malfunction.

If a customer cancels an order, the Services performed in pre-production or preparations will be charged in full to the Client. Cancellation must be made by written notification to AMRI. The Organiser charges cancellation fees for cancellations up to 3

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months, between 3 and 2 months before the commencement of the Service, between 2 and 1 month before the Service commencement, and from 1 month until the Service commencement.

### **GENERAL (INFORMATION, TRAINING, EVENTS AND SERVICES)**

#### **Article 11: Confidentiality and exclusivity**

The agreement between parties outlines the terms of confidentiality and exclusivity, with the latter being entitled to use numerical results obtained after processing for statistical or comparative purposes. The AMRI Privacy Statement on the AMRI website applies. If a breach occurs, the customer will be liable to AMRI with a fine of €5,000 per breach, without prejudice to the client's obligation to compensate for the resulting damage.

#### **Article 12: Intellectual Property**

AMRI reserves all rights conferred on it under the Copyright Act and other intellectual laws and regulations relating to products of the intellect documents provided, such as reports, hand-outs, opinions, designs, sketches, drawings, software, and databases. The customer has the right to reproduce pieces for use in their own organization, while AMRI has the right to use the knowledge and insights gained by the implementation of the work for other purposes, as long as this does not bring confidential information to third parties.

AMRI also reserves the right to publish photographic and video recordings recruited during production through the digital network or on AMRI's website, with professionalism and discretion taken into account. The agreement does not include any transfer or obligation to transfer any intellectual property rights from AMRI to the customer. If an intellectual property right is infringed by a product, service, program, or plan developed by AMRI, AMRI will prohibit further sale and distribution without permission and/or demand compensation for the damage suffered.

The customer guarantees the right to use the information and documents obtained from the customer and exempts AMRI from any third-party claim based on infringement of any intellectual property right. In violation of these provisions, the customer must reimburse AMRI and third parties for all damages suffered, including loss of exclusivity, royalty, and profit, with a minimum compensation of €2.500 per service, program, product, or plan.

#### **Article 13: Liability and indemnification**

AMRI is only liable for damages suffered by the Customer if there is intention or gross negligence on their part. If AMRI is liable, the Customer must prove that they have suffered direct damage due to an attributable defect arising from or related to the execution of an order by AMRI. The liability for direct damages is limited to the amount paid by the insurer in the respective case. If no compensation is made under the liability insurance, any liability for direct damages is limited to a maximum of the amount invoiced by AMRI to the Customer under the agreement from which the damage arises over a period of not more than one month.

AMRI is not responsible for damages incurred by the Client or third parties as a result of the provision of incorrect or incomplete data or information, damage to or loss of any property of the Customer, repair costs of damages caused by the Customer or third parties to furniture or inventory of the event accommodation, damages incurred by the Customer or third parties as a result of an action or omission of assistance persons/third parties involved by AMRI (not including employees of AMRI), defective, improperly mounted devices or deposits, damage caused by weather changes or other force majeure situations, damage caused by or to other materials or tools of the Customer and/or third parties, corporate, indirect or consequential damages incurred by the Client or third parties, any damage suffered by the Customer or third parties, and any kind of injury suffered by the Customer or third parties.

AMRI has the right to rectify or limit the damage of the Customer by repairing or improving the order, but it is not liable for damage or destruction of documents during transport or shipment by post. A claim for damages must be submitted to AMRI no later than two months after the Customer has discovered the damage or could reasonably have discovered it.

#### **Article 14: Applicable law and choice of forum**

The agreement between the Customer and AMRI is governed by Dutch law, even if the commitment is executed abroad or the party involved has a residence there. The Vienna Agreement is excluded from the applicability. Disputes will be settled by the competent court in the district where AMRI is located, even if the Customer is abroad.

#### **Article 15: Dispute resolution**

If a dispute arises, the parties will try to resolve it through friendly consultation, including referring the dispute to an independent expert or mediator. If the dispute is not resolved, the judge in the district of AMRI can consider it in exclusion. AMRI has the right to sue its other party under the law.

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### **Article 16: Termination**

The agreement ends with the liquidation or dissolution of AMRI or the Client.

### **Article 17: Amendment and location of conditions**

The Dutch terms and conditions have been filed with the Chamber of Commerce in the Netherlands, and the last version filed or as it was at the time of contract creation will always apply.