

FOLLOW THE ADVENTURE
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In these General Terms and Conditions, the following definitions are applicable:

“**Client**” means the organisation or company with whom the Contract is entered into.

“**Confidential Information**” means any information related to the Engagement disclosed by the Client to the Consultant and by the Consultant to the Client, respectively, either directly or indirectly.

“**Consultant**” means Follow the Adventure LP, 5 South Charlotte Street, Edinburgh, EH2 4AN, Scotland, United Kingdom.

“**the Engagement**” means any agreement, in whatever form, reached between the Consultant and the Client pursuant to which the Consultant agrees to render services to the Client as specified in the Order Confirmation.

“**Force Majeure**” means any cause beyond the reasonable control of the affected party.

“**Order Confirmation**” means the document (i) setting out the services to be provided by the Consultant to the Client.

“**Subcontractor**” means any independent contractor, contracted by the Consultant to perform the applicable services regarding the Engagement in full or in part.

2. GENERAL

2.1 These General Terms and Conditions govern the provision of all services from or on behalf of the Consultant to the Client and apply to all legal relationships between the Consultant and the Client and when applicable the Subcontractor.

2.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties.

2.3 The acceptance or applicability of any other terms and conditions from the Client is herewith explicitly waived.

2.4 In case a new version of these General Terms and Conditions is issued, such new version will apply on all legal relationships with the client instead of the former version.

3. PERFORMANCE OF THE ENGAGEMENT

3.1 The Consultant shall determine the manner in which and the person by whom the Engagement will be carried out, taking into account to best of the Consultant’s efforts the reasonable requests expressed by the Client.

3.2 The Consultant shall complete the Engagement with reasonable skill, care and diligence.

3.3 Any time schedule allocated for the performance of an Engagement is of an indicative nature and may be subject to change.

3.4 In case of any change of unexpected circumstances under which the Engagement is to be performed, the Consultant may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. In such event the Consultant and the Client will enter into negotiations in order to execute the Engagement taking into account the change of circumstances.

3.5 The Client has the right to notify the Consultant that it wishes to modify its requirements in relation to the Engagement. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the fee and the completion date of the Engagement.

4. SUBCONTRACTORS

4.1 The Consultant shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Engagement, provided that the Consultant shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Consultant. 4.1 If requested by the Client, the Consultant shall identify these Subcontractors, specifying in each case their specific expertise.

4.3 Subcontractors may rely towards the Client on the provisions of these General Terms and Conditions.

5. CLIENT’S OBLIGATION

5.1 The Client shall at all times duly make available to the Consultant all information and documents that the Consultant deems necessary to be able to carry out the Engagement correctly. Also, the Client shall provide all cooperation required for the proper and timely performance of the Engagement.

5.2 The Client guarantees that Consultant’s employees can at all times work under safe conditions, in accordance with the relevant health and safety regulations.

5.3 The Client shall duly inform the Consultant of any facts and circumstances that may be relevant in connection with the execution of the Engagement.

5.4 Furthermore, the Client guarantees the correctness, completeness and reliability of any information provided to the Consultant.

6. FEES AND EXPENSES

6.1 The Client shall pay to the Consultant fees at the rate specified in the Order Confirmation.

6.2 Payment must be made within the terms for payment indicated on the invoices and, if no such period is indicated, within fourteen days of the invoice date.

6.3 Complaints about invoices must be made within the terms for payment indicated on the invoice, in the absence whereof the right to complain lapses.

6.4 In the absence of payment in good time, the Client is in default and the statutory trade interest will accrue. In case of non-payment after demand for payment, the extrajudicial collection costs in the amount of 15% of the amount payable will be due to the Consultant.

6.5 The Consultant shall be entitled to be reimbursed by the Client for all traveling and lodging expenses reasonably and properly incurred in the performance of its duties hereunder subject to production of such evidence thereof as the Client may reasonably require.

6.6 Value Added Tax, where applicable, shall be shown separately on all invoices.

6.7 Any extra costs arising from or related to any delays in the completion of the Engagement stemming from the failure of the Client to duly make available to the Consultant the requested information and documentation, shall be fully borne by the Client.

6.8 If The Consultant performs its work on a retainer basis, the retainer will not be compensated with interim invoices but only with the final invoice. A possible remainder of the retainer will be reimbursed without interest.

7. INTELLECTUAL PROPERTY

7.1. All results generated by the Consultant during the Engagement, including reports, other documents and materials, shall remain the property of the Consultant.

7.2 The Consultant, or any person put forward by the Consultant to perform the Engagement does not warrant, either expressed or implied, that the performance of the Engagement will not infringe upon intellectual property rights of any third party.

8. CONFIDENTIALITY

8.1 The Consultant shall keep secret and not disclose any Confidential Information obtained during the performance of the Engagement. The foregoing shall not apply to information which (i) is or becomes part of the public domain without fault on the part of the Consultant; (ii) was already known by the Consultant, other than under an obligation of confidentiality, at the time of disclosure by the Client; (iii) is lawfully acquired by the Consultant from a third party on a non-confidential basis; or (iv) the Consultant is required to disclose pursuant to any law or judicial order.

8.2 The Consultant and the Client shall observe EU General Data Protection Regulation 2016/679.

8.3 Files relating to an Engagement may be kept for a period of seven years after completion of the Engagement, after which period the Consultant may destroy the records in question.

9. LIABILITY

9.1 The Consultant, nor any person put forward by the Consultant to perform the Engagement, shall not be responsible for any loss, costs or damage of whatsoever nature incurred during the performance of the Engagements of its results, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of the Consultant.

9.2 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, the Consultant's liability shall in aggregate not exceed, the amount of the fee charged for the involved Engagement.

9.3 In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

10. TERM AND TERMINATION

10.1 Either party may terminate the Engagement by notice in writing forthwith subject to observation of a term of notice of two weeks.

10.2 If the Client issues a termination notice, the Client shall be obliged to pay the Consultant a compensation equal to the agreed fees apportioned to the services already rendered by the Consultant and the agreed fees which would have become due in the event the Engagement had not been terminated during a term of one month after the moment of said early termination.

10.3 In case of termination by the Consultant of the Engagement the Client shall be liable for payment of an amount corresponding to the fees due for services already performed, while being entitled to receive the (preliminary) results of the services already performed.

11. GOVERNING LAW AND JURISDICTION

11.1 All legal relationships between the Client and The Consultant, including these Terms and Conditions will be governed exclusively by the laws of The Netherlands.

11.2 All disputes which cannot be settled amicably shall be referred to the applicable courts in The Netherlands.

Dated: April 17, 2023