ParkinsonBasics is committed to providing quality service. We adhere to the principles of care, legality, reasonableness and reliability. These principles are detailed below.

General terms and conditions ParkinsonBasics: training courses and products

Definitions

ParkinsonBasics: the general partnership ParkinsonBasics, with its statutory seat in Amsterdam, Derde Oosterparkstraat 145. Registered with the Dutch Chamber of Commerce under number 93132832.

Client: the party who has commissioned ParkinsonBasics. Clients may include:

- 1. Companies that hire ParkinsonBasics to provide In-Company and Customized training for employees.
- 2. Participants: individuals who take part in a training product by ParkinsonBasics through open registration.

Conditions: these general terms and conditions.

Agreement: the agreement for services.

<u>Training product(s)</u>: the training, (digital) course, or (digital) training offered by ParkinsonBasics.

<u>In-Company and Customized Training</u>: all training products offered or developed tailor-made for a client.

<u>Individual Guidance and Coaching</u>: a training product by ParkinsonBasics provided to an individual rather than a group.

<u>Open Registration(s)</u>: any registration for a ParkinsonBasics training product that is not tailor-made and open for general registration.

<u>Training</u>: a coherent set of organized didactic activities contained in training materials and/or education. This can also be a (digital) course, workshop, modular education, or digital training.

<u>Assignment</u>: such as creating a product, giving a lecture, or organizing an information session. This enumeration is non-exhaustive

<u>Products</u>: Any products written by Monique Thoonsen, for instance *The Handbook Parkinson's Symptoms* and *The Handbook Parkinson's Intimacy and sexual health*.

Article 1. Applicability

1.1 Unless otherwise agreed in writing, the terms and conditions apply to all agreements with the client/participant and to additional assignments and follow-up assignments. 1.2 The client/participant accepts the applicability of these terms and

conditions, by entering into an agreement with ParkinsonBasics or participating in an activity of ParkinsonBasics.

- 1.3 These terms and conditions also apply to all agreements with ParkinsonBasics, for the performance of which third parties are involved.
- 1.4 Any deviations from these terms and conditions are only valid if agreed to in writing.
- 1.5 The applicability of any purchase conditions or other conditions of the client is expressly rejected.

Article 2. Registration for participation in a training course/request for quotation

- 2.1 Registrations and quote requests may be submitted in writing (paper or digital) or by phone. ParkinsonBasics treats all such requests without obligation and reserves the right to decline for any reason.
- 2.2 Each registration/request for quotation is confirmed with an order confirmation from ParkinsonBasics.
- 2.3 Based on the order confirmation, the amount associated with the training/activity is payable to ParkinsonBasics.
- 2.4 No rights can be derived from misprints, typesetting errors and mistakes in the quotation, as well as from mutilated quotations.
- 2.5 If ParkinsonBasics is commissioned on the basis of an offer and has started to carry out and/or modify an offer, without an agreement on the assignment having been concluded, the client is liable for all preparatory costs. This includes, among other things, research costs for obtaining more information than that described in the quotation, preparation costs, interviews on location with the client, etc.
- 2.6 A composite quotation does not oblige ParkinsonBasics to perform part of the assignment at a corresponding part of the quoted price.
- 2.7 Offers and quotations do not automatically apply to future assignments.
- 2.8 Quotations are valid until 90 days after the date stated in the email sent or on the relevant quotation.
- 2.9 The prices in said quotations include VAT and other government levies.
- 2.10 If the client is not liable for VAT, ParkinsonBasics still has the right to charge VAT.

Article 3. Performance of the agreement

- 3.1 ParkinsonBasics shall perform the agreement to the best of its knowledge and ability. This shall be based on the current state of scientific understanding.
- 3.2 If and to the extent required for a proper execution of the agreement,
- ParkinsonBasics is entitled to have certain activities carried out by third parties.
- 3.3 The client/participant shall ensure that all information which ParkinsonBasics indicates is necessary, or which the client/participant should understand is necessary for the performance of the agreement, is provided to ParkinsonBasics in a timely manner. If the data required for the execution of the agreement are not provided to ParkinsonBasics in time, ParkinsonBasics is entitled to suspend the execution of the agreement and/or charge the client/participant for the additional costs resulting from the delay at the usual rates.

- 3.4 ParkinsonBasics is not liable for damage, of whatever nature, because ParkinsonBasics relied on incorrect and/or incomplete data provided by the client/participant.
- 3.5 The client/participant indemnifies ParkinsonBasics, or third parties engaged by ParkinsonBasics, for any claims by third parties who suffer damage in connection with the performance of the agreement which is attributable to the client/participant.

 3.6 If it has been agreed that the client/participant will provide ParkinsonBasics with equipment, materials, data carriers and/or data on data carriers, these will comply with the specifications notified by ParkinsonBasics to the client/participant.

Article 4. Payment/Fees

General

- 4.1 ParkinsonBasics is entitled to suspend its obligations towards the client/participant for as long as the client/participant has not fulfilled all (payment) obligations.
- 4.2 Payment must at all times have taken place before the start date of the training product.
- 4.3 Any other assignment-related costs and administration and office costs may be charged to the participant by ParkinsonBasics.
- 4.4 Invoices can be sent from the day of confirmation of an order. Payment by participant must be made within 14 days of the sending of the pro forma invoice to a bank account designated by Parkinson Basics.
- 4.5 The participant who fails to pay on time is in default by operation of law, without further notice of default required. ParkinsonBasics shall in such case be entitled to terminate the agreement or claim full payment. ParkinsonBasics is entitled to claim additional compensation for all costs already incurred in connection with the agreement, and the participant shall then owe statutory interest. Interest on the amount due will be calculated from the moment the participant is in default until the moment the full amount is paid.
- 4.6 If payment is not made on time, ParkinsonBasics is entitled to suspend its obligation to perform, to refuse to admit the participant to the training course, to invoke the dissolution of the agreement and to claim compensation for all costs incurred by ParkinsonBasics and lost profits.
- 4.7 The client/participant shall owe interest on the collection costs incurred.

In Company and Customized Training and Coaching

- 4.8 The parties may agree to a fixed fee when the agreement is concluded.
- 4.9 If no fixed fee is agreed, the fee will be determined on the basis of hours actually worked. The fee is calculated according to ParkinsonBasics' usual hourly rates, valid for the period in which work is performed, unless a different hourly rate has been agreed.
- 4.10 ParkinsonBasics will proceed to interim billing of the work on a monthly basis or per partial assignment unless it is a small assignment in which case ParkinsonBasics will proceed to billing at the end of the assignment.
- 4.11 ParkinsonBasics may increase the fee if, during the performance of the work, it appears that the amount of work originally agreed or expected was estimated to be insufficient to such an extent when the agreement was concluded that ParkinsonBasics cannot reasonably be expected to perform the agreed work at the originally agreed fee. In this case, ParkinsonBasics shall notify the client of the

intention to increase the fee or rate. ParkinsonBasics shall state the scope and date on which the increase will take effect.

4.12 Time, travel and accommodation costs associated with transport and overnight accommodation of ParkinsonBasics' employees in connection with the assignment can be invoiced to the client by ParkinsonBasics.

Article 5. Complaints and disputes

5.1 Should you as a client/participant have a complaint, we will deal with it after the complaint has been put in writing by you. You will receive a response within 2 weeks. We strive to resolve your complaint within four weeks. Should the handling take longer, you will be informed. The delay will be explained, and an indication will be given as to when we expect to be able to provide an answer. Naturally, you can count on confidentiality on our part. We will first make every effort to work with you to solve the problem. In the unlikely event that this fails, an independent third party, Paulien Defoer (www.pauliendefoermediation.nl, info@pauliendefoermediation.nl), will be consulted. The settlement agreement resulting from this mediation is then binding for ParkinsonBasics. Any consequences are then dealt with by ParkinsonBasics as soon as possible. Complaints are recorded and kept for one year.

Article 6. Cancellation, termination and suspension of the agreement

- 6.1 If the agreement is prematurely terminated by ParkinsonBasics, ParkinsonBasics will, in consultation with the client/participant, arrange for the transfer of work yet to be performed to third parties, unless the termination is based on facts and circumstances attributable to the client/participant.
- 6.2 If the client/participant cannot or will not receive the delivered services at the agreed time of the activity, the assignment will still be charged according to the agreement.
- 6.3 The date of the activity can only be changed by mutual agreement and after written confirmation from ParkinsonBasics. All costs arising from this change will be borne by the client/participant.
- 6.4 If the contract for In Company Training, Customized Training or Coaching is prematurely terminated by the client, ParkinsonBasics is entitled to compensation due to the ensuing and plausible loss of capacity utilization, unless facts and circumstances underlying the termination are attributable to ParkinsonBasics. In addition, the client is then obliged to pay invoices for work performed up to that time.

Cancellation of agreement by participant through open registration

- 6.6.1 When you have registered for a ParkinsonBasics activity, this implies that a participation place will be held for you, costs will be incurred, and you have committed to pay the participation fee for this activity.
- 6.6.2 The participant for a course or training through open enrollment has the right to cancel participation in, or assignment for, a course or training.
- 6.6.3 For cancellations more than one month before the start of the course or training, no costs will be charged or the amount paid by you will be refunded within 14 days; between one month and two weeks before the start of the course or training, 50 percent cancellation costs will be charged or the amount paid by you will

be refunded within 14 days withholding 50 percent of the costs; less than two weeks, the participant is obliged to pay the full agreed amount or you will not be entitled to a refund of the participation fee. After the start of the course or training the participant is not entitled to any refund.

- 6.6.4 In case of cancellation of a digital training course, 25% is due, the remainder will be refunded within 14 days.
- 6.6.5 In case of cancellation of a digital training course after the login code has been issued to the participant, 100% of the course fee is due. In the event of force majeure, ParkinsonBasics will work with the participant to find a solution.
- 6.6.6 If you are unable to participate in the agreed activity via open registration, it is possible to have a substitute take your place. You must email this replacement no later than 24 hours before the meeting to monique@parkinsonbasics.com. Mention in your e-mail the name of the activity, the start date, your name and the name of the substitute and his/her e-mail address. No administration fee will be charged for the substitution.
- 6.6.7 You can only cancel or change the registration in writing (by email or letter). The date of the annulation or amendment is the date of the postmark or the date of receipt of the email. You may send the notice to: ParkinsonBasics, Derde Oosterparkstraat 145, 1092 Amsterdam, e-mail: monique@parkinsonbasics.com. In your e-mail or letter, include the name of the activity, the start date and your own name.
- 6.6.8 No fees will be charged in the event of cancellation/change of registration for a free activity offered by ParkinsonBasics.
- 6.6.9 In the case of a course with 'open registration', ParkinsonBasics is entitled to cancel a course without giving reasons or to refuse the client/participant, in which cases the client/participant is entitled to a refund of the full amount paid by this client/participant to ParkinsonBasics within 14 days.
- 6.7 In the event of misbehavior by the participant or if the participant violates the applicable safety measures, ParkinsonBasics is entitled to deny the participant access to the class and the building, and to remove the participant from the class and the building (or have him/her removed) without any refund of the course fee being due.
- 6.8 ParkinsonBasics has the right to change the training location if fewer or more participants attend than expected.
- 6.9 In the event of fewer than the minimum number of participants, ParkinsonBasics will discuss with the client/participants the continuation/cancellation/rescheduling of the training.

Article 7. Changes.

- 7.1 Where ParkinsonBasics agrees to changes, additions or corrections to agreed work, such changes, additions or corrections may affect the agreed price and/or time of execution or delivery. Additional work and additional deliveries are always charged to the client by ParkinsonBasics in accordance with the applicable rates. While less work may lead to a reduction in the agreed price, ParkinsonBasics reserves the right to charge the client for the costs incurred by ParkinsonBasics, person-hours not otherwise economically utilizable and also lost profit.
- 7.2 Notwithstanding paragraph 7.1, ParkinsonBasics will not charge any additional costs if the change and/or addition is due to circumstances attributable to ParkinsonBasics.

Article 8. Liability

- 8.1 ParkinsonBasics shall make every effort to perform the contract to the client's satisfaction. In the event of an attributable shortcoming or wrongful act on the part of ParkinsonBasics, ParkinsonBasics shall only be bound, at its discretion, to reperform the agreed performance in full or in part free of charge, or to repay or credit in full or in part the amount received or charged for that performance. ParkinsonBasics accepts no liability for consequential damages, including costs for lost person- hours and lost income.
- 8.2 ParkinsonBasics is never liable for damage caused by the actions of third parties, including suppliers and the like.
- 8.3 Any claim of the other party expires no later than thirty working days after the relevant performance was carried out or earlier, if this is stipulated by law.
- 8.4 The limitations of liability for direct damage included in these Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of ParkinsonBasics.
- 8.5 The training/consultation is intended to provide information and knowledge about the symptoms of Parkinson's disease. The content should not be considered medical advice, diagnosis or treatment. ParkinsonBasics/Monique Thoonsen is not a physician and the information and options given do not replace the advice of qualified health professionals.
- 8.6 The advice and recommendations during the training/consultation are of a general nature and may not be appropriate for every individual situation. The participant is strongly advised to seek advice from a physician or other qualified health professional before making any changes in medical treatment or lifestyle based on the content of the training/consultation.

Article 9. Force majeure

- 9.1 ParkinsonBasics cannot be held liable for the non-performance of an assignment as a result of force majeure, such as in the unavailability of a training location due to an emergency, the destruction of goods or the non-performance of assignments due to accidents, strike, fire, flood, etc. This list is not exhaustive. ParkinsonBasics is not required to prove the unforeseeable nature of the circumstance constituting force majeure. ParkinsonBasics is, however, obliged to limit the consequences by taking the necessary measures.
- 9.2 Illness and temporary or permanent incapacity of ParkinsonBasics relieves ParkinsonBasics from complying with the agreed delivery deadline or its obligation to deliver, without the client being entitled to compensation.
- 9.3 If the force majeure situation lasts longer than 2 months, either party is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
- 9.4 Insofar as ParkinsonBasics has already partially performed or will be able to partially perform its obligations under the agreement at the time when force majeure occurs, and independent value can be attributed to the part performed or to the part to be performed respectively, ParkinsonBasics is entitled to separately invoice the part performed or to be performed respectively. The client is obliged to pay this invoice as if it were a separate agreement.

Article 10. Indemnification

- 10.1 The client indemnifies ParkinsonBasics against claims by third parties regarding intellectual property rights to materials or data provided by the client, which are used in the performance of the agreement.
- 10.2 If the client provides ParkinsonBasics with information carriers, electronic files or software etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.
- 10.3 ParkinsonBasics is at all times the sole party entitled to intellectual property rights to the items, materials and (electronic) information provided to the applicant and/or participant, unless ParkinsonBasics expressly indicates otherwise in writing.
- 10.4 The client/participant obtains a non-transferable right of use solely for the purpose of the training(s) specified in the order confirmation. The client guarantees that its employees also personally undertake to comply with this condition.
- 10.5 The client/participant will not reproduce or disclose to third parties the items, materials and (electronic) information mentioned in paragraph 1.
- 10.6 The client/participant is under no circumstances permitted to make any changes to the items, materials and (electronic) information mentioned in paragraph 1, the security thereof or the accompanying indications concerning intellectual property rights.
- 10.7 The client/participant is at all times obliged to keep the items, materials and (electronic) information mentioned in Article 10.1 (or their contents) secret and to use them only for the purpose for which they have been granted a right of use.

 10.8 Nothing in this agreement can be interpreted as a transfer of intellectual
- 10.8 Nothing in this agreement can be interpreted as a transfer of intellectual property rights with respect to course materials.

Article 11. Non-competition

11.1 Based on the curricula developed by ParkinsonBasics and the teaching materials to be used, the participant and/or client is not permitted to develop or provide a similar training course themselves or in cooperation with third parties without ParkinsonBasics' explicit written consent.

Article 12. Confidentiality

12.1 Both parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. In the event of termination of an agreement, for whatever reason, the aforementioned duties of confidentiality shall remain in place.

Article 13. Applicable law

13.1 Any agreement between ParkinsonBasics and the client is governed by Dutch law.