



## General Terms and Conditions Trinity Sales B.V.

These are the general terms and conditions of Trinity Sales B.V., located in Haarlem at Parkstraat 3rd and registered with the Chamber of Commerce under number 90494687.

If you have any questions, you can contact us by telephone number 023-2083228 or e-mail address [info@trinitysales.nl](mailto:info@trinitysales.nl).

Trinity Sales B.V. has the right to change these general terms and conditions. You agree that the latest version of these general terms and conditions will always apply to the Order. Parties can record deviating agreements in writing.

### Article 1. General:

In these general terms and conditions the following are understood to mean:

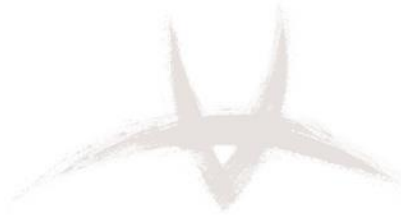
1. **Client:** the party that issues the Order.
2. **Order / Agreement:** the Order Agreement, whereby Trinity Sales B.V. commits to perform work for the Client.

### Article 2. Applicability of these conditions:

1. These conditions apply to all offers, quotations, advice, Agreements, activities and in general to all relations with Clients and potential Clients of Trinity Sales B.V.
2. Purchase- and/or other conditions as being used by Clients only apply to Trinity Sales B.V. insofar as they do not deviate from and do not conflict with these conditions, unless Trinity Sales B.V. has confirmed in writing that the conditions of the Client prevail in whole or in part or unless Trinity Sales B.V. excludes or adjusts specific provisions from the general conditions in the Agreement in writing.

### Article 3. Offer, conclusion of agreement - revocation:

1. All Agreements are finalized through acceptance by our Client of an offer or quotation originating from Trinity Sales B.V. In the event of verbal acceptance, the invoice shall be considered confirmation of the agreed upon Agreement, unless Trinity Sales B.V. has itself confirmed the Agreement in writing.
2. All quotations, estimates, offers and price estimates from Trinity Sales B.V. are without obligation. The quotations made by Trinity Sales B.V. are valid for 4 weeks, unless otherwise indicated.
3. The Client is obliged to confirm the Order in writing. If the Client fails to do so and Trinity Sales B.V. confirms the Order while the Client does not object to this within eight days, the content of this confirmation applies. If no confirmation has taken place and Trinity Sales B.V. has already executed the Order, the Order applies in accordance with the quotation.



#### Article 4. Execution of the Agreement:

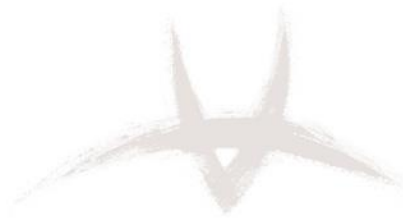
1. Trinity Sales B.V. will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and to the extent that proper execution of the Agreement requires this, Trinity Sales B.V. has the right to have certain activities performed by third parties.
3. Trinity Sales B.V. stipulates these General Terms and Conditions also for the benefit of all those whom Trinity Sales B.V. involves in the execution of an Assignment.
4. In the case of Telemarketing/Telesales activities, Trinity Sales B.V. does not provide any guarantee in advance regarding the number of appointments that will be made or addresses that will be completed unless otherwise agreed in the Agreement. Trinity Sales B.V. also does not guarantee that the prospects will actually become customers of its partners/Clients.
5. Trinity Sales B.V. contacts companies and/or persons with the intention of making appointments solely for the Client. The follow-up of these appointments and the results are entirely and exclusively the responsibility of the Client.
6. The Client expressly grants Trinity Sales B.V. permission to contact companies and/or individuals by telephone on its behalf.
7. The Data Processing Agreement forms part of the general terms and conditions.

#### Article 5. Address database(s):

1. The Client expressly confirms that the addresses supplied by him to Trinity Sales B.V. have been obtained in a legal manner and releases Trinity Sales B.V. from any responsibility. Trinity Sales B.V. will comply with privacy legislation and data storage legislation when using and storing the addresses. The Client is obliged to deduplicate the file(s) of the Client's prospect(s) with its own block list and with the Do-not-call register (if applicable) before the file(s) are supplied to Trinity Sales B.V. unless otherwise agreed with Trinity Sales B.V. in the Agreement. The Client shall state the date on which the deduplication with the Do-not-call register took place. If Trinity Sales B.V. has reasonable grounds to believe that the Client, despite a different statement, has not deduplicated with the Client's block list and/or the Do-not-call register, Trinity Sales B.V. is entitled to suspend the execution of the Agreement, without being liable to pay any form of compensation to the Client. Trinity Sales B.V. will inform the Client of this without delay and enter into consultation about deduplicating with its own block list and/or the Do-not-call register.

#### Article 6. Amendment of the Agreement:

1. If during the execution of the Agreement it appears that for a proper execution it is necessary to change or supplement the work that is to be performed, the parties will adjust the Agreement accordingly in a timely manner and in mutual consultation.



2. If the parties agree that the Agreement will be changed or supplemented, the time of completion of the execution may be affected. Trinity Sales B.V. will inform the Client of this as soon as possible.
3. If the change or supplement to the Agreement has financial and/or qualitative consequences, Trinity Sales B.V. will inform the Client of this in advance. If a fixed rate has been agreed, Trinity Sales B.V. will indicate to what extent the change or supplement to the Agreement results in an excess of this rate.
4. In deviation from paragraph 3, Trinity Sales B.V. will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to Trinity Sales B.V.

#### Article 7. Confidential information:

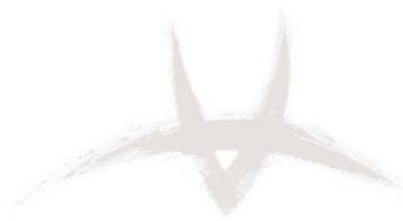
1. The contracting parties will work on the basis of a Data Processing Agreement which is part of each contract. This processing agreement will be sent separately for signature.
2. Each party will take all reasonable precautions to keep confidential information received from the other party secret. In this respect, there is an obligation to make an effort.

#### Article 8. Personal Data Protection Act (GDPR):

1. To the extent that Trinity Sales B.V. processes personal data in the context of the execution of the Agreement for which the Client is the controller within the meaning of the GDPR, Trinity Sales B.V. is the processor within the meaning of the GDPR. Trinity Sales B.V. is only authorized to process this personal data if and to the extent necessary for the execution of the Agreement.
2. Trinity Sales B.V. will, as a processor within the meaning of the GDPR, only act on and in accordance with the instructions given by the Client with regard to the processing of personal data. In addition, the Client will, taking into account the state of technical possibilities and the costs of implementation, take appropriate technical and organizational security measures to protect the personal data against loss or any form of unlawful processing.
3. The parties are obliged to provide each other with all cooperation to enable the other party to fulfill its obligations under GDPR. The parties conclude a processing agreement as referred to in the GDPR, failing which the provisions of this article shall apply as a further Agreement within the meaning of the GDPR.
4. To the extent that Trinity Sales B.V. uses third parties, namely suppliers or subcontractors, who are involved in the processing of personal data in the context of the performance of their activities, Trinity Sales B.V. shall ensure that they comply with the obligations under the GDPR.

#### Article 9. Prohibition of recruitment:

1. The Client is not permitted to employ personnel of Trinity Sales B.V. or third parties involved in the execution of the Assignment or to enter into a working or advisory relationship with them within a period of two years after the date of termination of the Assignment.



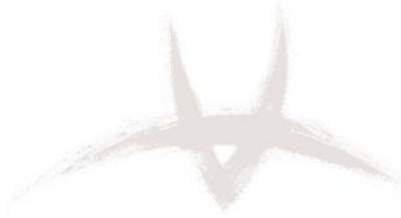
2. Exceptions to this will only be made after mutual consultation and written confirmation of agreements made and an approval from Trinity Sales B.V.
3. In the event of a violation of this article, the Client will forfeit an immediately payable fine of € 17,500. This does not affect the right of Trinity Sales B.V. to claim full compensation.

#### Article 10. Invoicing and payments:

1. Invoicing will be done on a monthly basis unless otherwise agreed. Payment will be made by transferring the amount due to a bank account number designated by Trinity Sales B.V.
2. Payments must be made within 14 days of the invoice date unless otherwise agreed.
3. If the Client fails to comply with the above, it automatically suspends the (delivery) obligation(s) of Trinity Sales B.V.
4. All prices stated are net excl. VAT.
5. In the event of late payment, Trinity Sales B.V. has the right to cease all activities and terminate the Agreement with the Client, whereby the Client is obliged to pay for the contracted hours and services even if they have not (yet) been performed.
6. Trinity Sales B.V. may, during an Assignment, invoice in the interim and the Client is obliged to pay this invoice within the period stated in paragraph 2 of this article.

#### Article 11. Collection costs:

1. Failure to pay a single invoice on its due date makes the balance due on all other invoices, even those not yet due, immediately due and payable by law. In addition, Trinity Sales B.V. retains the right to suspend the performance of the Agreement and/or all other Agreements with the Client without prior notice of default and to charge the Client for all damage and costs resulting from this. A possible complaint will not give rise to any postponement of payment. Immediate payment can be demanded of what is owed in the long term.
2. Trinity Sales B.V. may also cancel the agreements made. The Client cannot claim any compensation whatsoever.
3. In the event of late payment, the statutory interest for commercial transactions will apply.
4. All legal and judicial costs that Trinity Sales B.V. must incur are also for the account of the Client in default. The Client must pay the actual legal and judicial costs incurred, even if these exceed the liquidation rate applied by the relevant court. The Client must therefore reimburse the bills of the lawyer and the bailiff, as well as all other possible judicial costs.
5. If Trinity Sales B.V. has to undertake collection measures to collect its invoices, regardless of whether it does so itself or outsources this, and the debtor is not a consumer but acts in the exercise of a profession or business, then the debtor is liable for collection costs based on the so-called Nova rate.
6. In addition to the extrajudicial costs, all legal process and execution costs are for the account of the Client.

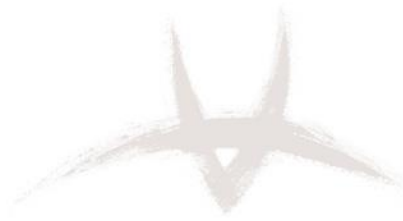


#### Article 12. Claims due and payable:

1. The claims of Trinity Sales B.V. on the Client are immediately due and payable in the following cases:
  - a. If, after agreeing and signing the Agreement, Trinity Sales B.V. becomes aware of circumstances that give Trinity Sales B.V. good reason to fear that the Client will not meet its obligations (including financial obligations);
  - b. If Trinity Sales B.V. has asked the Client to provide security for compliance when agreeing and signing the Agreement and this security is not provided or is insufficient, to be determined by Trinity Sales B.V.;
  - c. In the event of liquidation, bankruptcy or suspension of payment of the Client.
2. In the above-mentioned cases, Trinity Sales B.V. is authorized to suspend further performance of the Agreement or to dissolve or terminate the Agreement, all without prejudice to the right of Trinity Sales B.V. to claim damages.
3. If Trinity Sales B.V. cannot complete the Assignment due to circumstances beyond its control, it is entitled to the agreed rates for the work already performed and compensation for expenses already incurred.

#### Article 13. Responsibility and liability:

1. Trinity Sales B.V. and the Client will adhere to the Assignment during the work and execution and will always be available for oral consultation that is important for the execution of the Assignment.
2. It is the responsibility of the Client to inform Trinity Sales B.V. in writing before agreeing and signing the Assignment that confidentiality is required.
3. The Client indemnifies Trinity Sales B.V. against all legal and extrajudicial consequences of the use and/or publication by the Client of the work and/or product delivered by Trinity Sales B.V.
4. Trinity Sales B.V. is not liable for the consequences of the incorrectness or incompleteness of the data that the Client is required to provide or has provided to Trinity Sales B.V.
5. Trinity Sales B.V. accepts no liability towards its Clients for any damage whatsoever. The liability of Trinity Sales B.V. for any damage whatsoever is hereby expressly excluded. This is related to the fact that the obligations of Trinity Sales B.V. towards its Clients are best efforts obligations. Trinity Sales B.V. therefore does not commit itself towards its Clients to achieving certain results.
6. Trinity Sales B.V. is not liable for damage suffered by the Client, which is the result of an attributable shortcoming in the fulfillment of its obligations and/or unlawful conduct, unless the damage is the direct result of intent or gross negligence on the part of the management of Trinity Sales B.V. or one of its managerial subordinates.
7. The liability of Trinity Sales B.V. for any compensation for damage, costs and interest under the Agreement with the Client is limited to an amount that is in proportion to the agreed project amount according to standards of reasonableness and fairness.



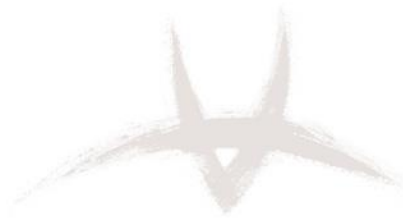
8. In any case, the maximum amount for the compensation will be the agreed rate for the project in question if the insurer of Trinity Sales B.V. does not provide cover or the amount paid out by the insurer for the damage suffered by the Client. These provisions do not apply if there is intent by Trinity Sales B.V. or its employees or third parties engaged by it at the time of causing the abovementioned damage.

#### Article 14. Complaints procedure:

1. Complaints will be handled in accordance with the procedure described in the quality system of Trinity Sales B.V. Complaints regarding the execution of Assignments must be reported in writing to Trinity Sales B.V. Within five working days of receipt of the written complaint, the Client will be informed by Trinity Sales B.V. about the further handling of the complaint. In mutual consultation and agreement between the parties, appropriate follow-up actions will be taken.
2. The Client must report complaints about the work performed in writing to Trinity Sales B.V. within three months of their occurrence, or their discovery, or the moment that the Client is deemed to have become aware of them, but no later than four weeks after completion of the relevant work for the campaign for which an Agreement exists between the parties at that time. The notice of default must contain a description of the shortcoming that is as detailed as possible, so Trinity Sales B.V. can respond adequately.
3. If a complaint is justified, Trinity Sales B.V. will perform the work as agreed, unless this has demonstrably become pointless. The Client must make the latter known in writing.
4. If it is no longer possible or meaningful to perform the agreed work, Trinity Sales B.V. is liable, within the limits of article 13.
5. With reference to the procedure referred to in paragraph 1, Trinity Sales B.V. will make a copy of the "General Complaints Procedure - Trinity Sales B.V." available to the Client by email within five working days upon written request, in which the process, conditions and circumstances of a complaints procedure are described in more detail.

#### Article 15. Nullity or conflict:

1. If part of these conditions is null and void or voidable, this does not affect the validity of the rest of the Agreement. The null and void or voided part will be replaced by a provision that follows the content of the null and void provision as much as possible.
2. In the event that these general conditions and the Agreement contain conflicting conditions, the conditions included in the Agreement will apply.



#### Article 16. Amendment of the terms and conditions:

1. Trinity Sales B.V. is authorized to make amendments to these terms and conditions. These amendments will enter into force at the announced effective date.
2. Any terms and conditions subsequently amended by Trinity Sales B.V. will only apply to an existing legal relationship between Trinity Sales B.V. and the Client from the signing of a new Agreement between the parties.

#### Article 17. Dispute resolution:

1. All disputes arising from the performance of this Agreement or other agreements that may result from it will be brought exclusively before the competent court in North Holland, Netherlands, unless Trinity Sales B.V. wishes to submit the dispute to another court.

#### Article 18. Applicable law:

1. Dutch law applies to all agreements between Trinity Sales B.V. and the Client to which these general terms and conditions apply.

Haarlem, July 2023