

Terms and Conditions of Nolost Capital

Article 1. General

1. These conditions apply to every offer and agreement between Nolost Capital and client where these conditions have been stated applicable, where these conditions are not explicitly expressed in writing by the parties involved.
2. These conditions also apply to agreements with Nolost Capital, for the implementation in which third parties are involved.
3. These general conditions are also written for the employees of Nolost Capital and its management.
4. The applicability of any purchase or other conditions of the client will be explicitly rejected.
5. If one or more provisions of these terms are made at any time, wholly or partially invalid or void, than these terms and conditions remain fully applicable. Nolost Capital and Client will discuss and develop new rules to replace the invalid provisions, during which the intent of the original provisions are observed as much as possible.
6. If uncertainty exists regarding the interpretation of one or more of the provisions of these terms, then the explanation must be associated with these provisions.
7. If there is a conflict between parties that isn't stated in these terms and conditions, then the situation should be associated with these terms and conditions.
8. If Nolost Capital does not always strictly comply with these conditions, it does not mean that its provisions do not apply, or that in any degree Nolost Capital would lose the right to otherwise demand strict compliance to the provisions of these terms and conditions.

Article 2. Offers and Deals

1. All offers and deals from Nolost Capital are non-committal and are valid for three months from the date of issue, unless otherwise stated.
2. Nolost Capital cannot be held to their offers and deals if the client can reasonably understand that the offers or deals, or any part thereof, holds an obvious mistake or error.
3. The stated prices of the offers and deals do not include VAT or other government levies, possible contract costs, including travel and accommodation, postage and administrative costs, unless otherwise indicated.
4. Clients warrants that the information he provides, on which the offer is based is in accordance with the truth.
5. The client warrants that the information provided is free for Nolost Capital to process for the execution of the contract and that the information and materials provided entirely free of any rights to intellectual property.
6. A compound quotation does not obligate Nolost Capital to execute a portion of the assignment against the corresponding part of the price. Offers and deals shall not automatically apply to future orders.

Article 3. Contract duration, deadline enforcement, risk transfer, contract implementation and modification, price increase

1. The contract between Nolost Capital and client will go on for the duration specified in the contract.
2. Even if there is an agreement on a timeline for execution of certain tasks or delivery of certain businesses it never means an absolute deadline. In case a deadline has been exceeded the client must notify Nolost Capital in writing of this failure. Nolost Capital must be offered a reasonable timeframe to still be able to execute the agreement.
3. Nolost Capital will carry out the content of the contract to best of their knowledge and ability according to the requirements of good workmanship. This is all based on the state of science at that moment.
4. Nolost Capital has the right to have certain work done by others. The applicability of Article 7:404, 7:407 and 7:409 paragraph 2 BW explicitly excluded.
5. If Nolost Capital or third parties working under contract decide to perform at the location of the client or at the location designated by the client, the client will care for those employees in reasonably desired facilities, free of charge.
6. Delivery shall be ex works of Nolost Capital. The client is obliged to take the case as soon as it is made available to him. If the client refuses or fails to provide information or instructions necessary for the delivery, then Nolost Capital has the right to save the case for the expenses and risks of the client. The risk of loss, damage or decrease in worth is transferred to the client at the moment the case is available to the client.
7. Nolost Capital has the right to implement the contract in different phases and therefore each phase is billed separately.
8. If the contract is implemented in phases, Nolost Capital can suspend the implementation of the parts that belong to the next phase until the client has approved the results of the preceding phase in writing.
9. The client shall ensure that all data, which Nolost Capital indicates to be necessary or which the client reasonably understands to be necessary for the execution of the agreement, will be provided to Nolost Capital in a timely manner. If Nolost Capital is not provided with the data required for the execution of the agreement in a timely manner, Nolost Capital has the right to suspend the implementation of the agreement and/or charge any additional costs resulting from the delay to the client. The implementation shall not commence until after the client has made the data available to Nolost Capital. Nolost Capital is not liable for damages of any kind resulting from false and/or incomplete data provided by the client.
10. If it appears necessary to make amendments and additions to the contract for proper implementation, then the parties shall agree on the amendments in a timely manner. If the nature, scope or content of the contract, either by request or appointment of the client, competent authorities etc., is amended and the contract is qualitatively and/or quantitatively changed, consequences for what was originally agreed may occur. This may also increase or decrease the initially price which was agreed upon. Nolost Capital will try to make a quote as early as possible. By amending the contract, the specified

time of implementation may also change. The client accepts the possibility of amending the contract, including the change in price and time of execution.

11. If the contract is amended, including an addition, Nolost Capital is entitled to implement it first after an authorised person within Nolost Capital has given approval and the client has agreed to the change in price and other terms, including the time to determine when it will be implemented. Failure or delay in the implementation of the amended contract does not breach Nolost Capital and does not give the client grounds to terminate or cancel the contract.
12. Nolost Capital may refuse the request to amend the contract, without being at fault, if the amendment results in quantitative and/or qualitative consequences, for example performance or delivery.
13. If the client fails to properly comply to what is expected of him by Nolost Capital, then the client shall be liable for any damages on Nolost Capital's part that thereby directly or indirectly occur.
14. All offer prices are adjusted annually according to the CBS consumer price index for all households. The reference year is the year in which the contract is issued, unless otherwise agreed upon in writing.

Article 4. Information and collaboration during the study

1. Client is responsible for the timely and correct delivery of all information, documentation and data needed to allow the assignment to be carried out as smoothly as possible and according to schedule.
2. In order to carry out the assignment the client will make the employees available for a period of time sufficient for correct implementation, if this is agreed upon.

Article 5. Change of assignment and termination of the agreement

1. Nolost Capital is able to suspend the fulfillment of agreement or terminate the agreement if the Client's obligations under the agreement are not carried out fully or in a timely manner. If after the agreement has been closed and Nolost Capital becomes aware of circumstances that give grounds to believe that the client will not fulfill his obligations, if at the closing of the agreement the Client is asked to provide assurance of the fulfillment of this obligations under the agreement and the assurance is insufficient, or if there is a delay on the clients part, Nolost Capital can no longer be expected to fulfill the agreement against the originally agreed upon conditions.
2. Furthermore, Nolost Capital is authorised to terminate the agreement if circumstances arise in which the fulfillment of the contract is impossible; or if the circumstances arise of such nature that Nolost Capital can no longer be required to maintain the unaltered agreement.
3. If the agreement is terminated, Nolost Capital's claims are due immediately. If Nolost Capital suspends the fulfillment of the obligations, it shall reserve his rights under the law and under the agreement.
4. If Nolost Capitals decides to suspend or terminate the agreement, it is in no way liable for damages or costs it incurred in any way.
5. If the termination is attributable to the Client, Nolost Capital is entitled to compensation for any damages, thereby directly and indirectly created, including the costs with a minimum of 10% of the agreed fee for the remaining agreed fee.
6. If the client fails to fulfill his obligations and this failure justifies dissolution, then Nolost Capital can terminate this agreement, cancelling their obligation to pay for or compensate for any damages with immediate effect. The Client, by virtue of default, is required to pay for or compensate for any damages.
7. If the client partially or wholly cancels a placed order, the Client will be charged for the work already performed, any prepared affairs, plus any preparation and processing thereof and for the implementation of the time reserved for the agreement.

Article 6. Force majeure

1. Parties shall not be held to fulfill any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which Nolost Capital cannot have any influence but which prevents user from fulfilling the obligations. Industrial action at Nolost Capital shall also be understood to be a circumstance for force majeure. Nolost Capital shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the obligation(s) impossible, commences after the point in time on which Nolost Capital should have fulfilled its obligation.
3. Throughout the duration of the circumstances of force majeure, Nolost Capital shall be entitled to suspend fulfillment of their obligation to pay the opposite party compensation for damages.
4. Insofar Nolost Capital has already partially fulfilled his obligation resulting from the agreement at the moment the circumstance of or still to be fulfilled respectively, Nolost Capital shall be entitled to separately invoice the part already fulfilled or still to be fulfilled respectively. The customer shall be held responsible to pay this invoice as if it were a separate agreement.

Article 7. Payment Conditions

1. Payment must be made within 14 days after the invoice date and in the manner and currency that the Nolost Capital invoice requests, unless otherwise specified in writing by Nolost Capital. Nolost Capital is entitled to invoice periodically
2. If the client exceeds the term of the invoice, the Client shall be in default without any further proof of default being required. In this case the Client will be charged 1% interest per month, unless the statutory interest is higher, in which case the

statutory interest will be charged. The interest on the outstanding fee will be calculated from the moment the client is in default until the moment that the client has paid in full, what is owed.

Article 8. General Retention of Title and Intellectual Property

1. Under the agreement delivered by Nolost Capital, ownership remains with Nolost Capital until the client has completely fulfilled all the obligations in the Nolost Capital Agreement(s).
2. Models, Mechanisms, Techniques, Methods, explicit information from advisory reports and implicit information from questionnaires, media outlets including photos, movies, audio and software, used for the execution of the agreement, are and remain the property of Nolost Capital. Any form of publication is therefore prohibited without written permission.
3. Nolost Capital reserves the rights and powers to which it is entitled under the Copyright and other intellectual property laws and regulations. Nolost Capital has the right by the execution of an agreement at its side to use increased knowledge for other purposes, provided that no strictly confidential information of the client will be made known to third parties.

Article 9. Warranty

1. Nolost Capital guarantees that the services agreed with the client are properly implemented. If the Client can prove that Nolost Capital has failed to meet the agreement outside of these conditions, Nolost Capital will still properly deliver its part of the agreement without any additional costs.
2. The Client is responsible for cooperating under the service warranty stated under sub 1 in order to make satisfactory results possible.
3. Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against Nolost Capital and third party chosen by Nolost Capital is one year.

Article 10. Liability

1. Nolost Capital is liable if the damage is due to intent or gross negligence of Nolost Capital, its manager or subordinates.
2. If Nolost Capital is liable, this liability is limited to this stipulation.
3. Nolost Capital is not liable for damages of any kind that are due to Nolost Capital working with false and/or incomplete data provided by the client.
4. If Nolost Capital is liable for any damages, then Nolost Capital is only liable for the agreed upon fee in the context of the present assignment.
5. The liability of Nolost Capital is always limited to the amount of the benefit of his insurer, as appropriate.
6. Nolost Capital is only liable for direct damage
7. Only with direct damage will reasonable costs be assessed for the cause and extent of damage, where the assessment relates to damage in the sense of these terms. Any reasonable costs assessed for poor performance of Nolost Capital must conform to the Agreement, so far as this can be attributed to Nolost Capital and reasonable costs are assessed to prevent or limit damage, if the client proves that said costs have indeed lead to reduction of direct damages as referred to in these terms and conditions. Nolost Capital is never liable for indirect damage, including consequential damages, lost profits, lost savings and damage due to business stagnation.
8. In Nolost Capital cannot rely on Paragraph 2, Paragraph 3 or Paragraph 4 of this Article, then it applies that Nolost Capital's liability can never be greater than 50,000 Euros.

Article 11. Staff

1. Both parties agree not to employ, contract or recruit staff from the other company (Client and Nolost Capital) from the start of the contract between Client and Nolost Capital until one year after last obligation of the agreement has been finished.

Article 12. Applicable Law and Disputes

1. All legal relationships that Nolost Capital is part of, only Dutch Law applies even if contract is wholly or partly implemented in foreign countries or if the legal relationship is with foreign party.
2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

Article 13. Location and Change Conditions

1. These conditions are filed with the Chamber of Commerce under number 51909855.
2. The most recently filed version shall always apply, or, the case ensuing, the version valid at the time of the agreement was concluded with Nolost Capital.
3. The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.

Explanation of the Terms and Conditions of Nolost Capital

Nolost Capital is part of the Quality of Life Development Holding.

Privacy Policy – and confidentiality statement

Article 1.

Client agrees to be provided by Nolost Capital with confidential information (hereinafter: the Information) regarding services, instruments, research and all other forms of relevant information for the cooperation the way they were developed by Nolost Capital and all those concerned and were successfully used by other clients.

The purpose of providing this information

To provide the client with sufficient information to achieve significant results. Nolost Capital will do everything in her power to familiarize the client with knowledge and to teach them how to implement this knowledge in a good and effective way.

Article 2.

1. Client will use all information that has been provided or will be provided by Nolost Capital or its personnel, as personal information that will be kept confidential for third parties.
2. Nolost Capital will also treat all information as confidential information.

Article 3.

Client will only provide the information that is needed to realize the goal mentioned above to employees and business partners. Client will impose complete confidentiality regarding the information on the employees/business partners, who will sign a copy of this agreement. Therefore the contents of the agreement explicitly apply to these employees/business partners. Where ever "client" is mentioned, it will also apply for the employee/business partner who co-signed the agreement.

Article 4.

1. The client has to maintain the confidentiality of information for the duration of an indefinite time after the date of the relevant information has been provided by Capital Nolost or until the data become public knowledge, through no fault or negligence of customer.
2. Nolost Capital is to maintain the confidentiality of the information referred to in Article 2b for the duration of an indefinite time after the date of the relevant information by the client or any of its employees / business partners has been provided, or until the data become public knowledge, through no fault or negligence of Nolost Capital.

Article 5.

1. Client agrees not to use the information in any way, either modified or in original form, for any other purpose than mentioned above, without previous written consent from Nolost Capital.
- If the use of the information by the Client results in intellectual property rights/claims or similar claims, than the client will not transfer these rights and/or claims to Nolost Capital.
2. Nolost Capital agrees to not use the information provided by the client in any way, altered or unaltered, for any other purpose than above mentioned, without previous written consent from the client.
- If the use of the information referred to in Article 2b by the Client results in intellectual property rights/claims or similar claims, than the client will not transfer these rights and/or claims to Nolost Capital.

Article 6.

Nolost Capital acts in full compliance with the NIP (Dutch Institute of Psychologists) and the European and Dutch privacy laws: EU Directive: 95/46/EC (Data Protection Directive) and the Data Protection Act

1. Nolost Capital will use the information provided by the client exclusively for the work commissioned by the client. Provided that prior written consent of the Client is given and that the information of the scores of the individual client is not traceable, Nolost Capital reserves the right to use the outcome of the investigation for benchmarking purposes without breaching the obligations to confidentiality of information and data.
2. Unless otherwise mentioned to the respondent, Nolost Capital guarantees anonymity of each individual respondent. Therefore, Nolost Capital uses the following behaviour rules:

Comments and answers to open questions are reported separately from those of multiple choice questions

Surveys (whether by phone, written, electronic, face-to-face or answered in any other way) will never be provided as individually recognisable pieces of information to the customer.

Handwritten notes and answers will always be typed out.

Although Nolost Capital may use a unique encoding system to split up the results into different research groups, the results will only be split up if the sample contains at least ten respondents. Results are therefore not individually identifiable.

Article 7.

1. The client shall not request a patent or make any other claim, anywhere in the world, with reference to the information and will give no one the right to do so without prior written permission from Nolost Capital or unless the patent request or the statement is related to information with which the client can prove, to the satisfaction of Nolost Capital, that he belongs to a third party that is not obligated to confidentiality.
2. Nolost Capital will not request a patent or make any other claim, anywhere in the world, regarding the information provided under article 2b and shall give no one the opportunity to do so without prior written permission from the client or unless the patent request or statement is related to information with which Nolost Capital can prove, to the satisfaction of the client, that he belongs to a third party that is not obligated to confidentiality.

Article 8.

1. Nolost Capital may decide, at any point in time, not to provide further information and take back any previously provided information. Furthermore, the customer may also, at any point in time, decide not to provide further information and take back all previously provided information.
2. In abidance to the previous, this agreement is for an indefinite period of time, starting today.
3. Contractors have the right to mutually dissolve this Agreement. Failure to comply with any of the provisions mentioned in one of the preceding articles gives the harmed contractor the right to terminate the agreement.
4. After this agreement, for whatever reason, the provisions in Articles 4 through 9 continue to apply indefinitely.
5. Furthermore, upon expiration of the agreement, the client and Nolost Capital shall immediately discontinue any use of provided information and give the provided written information back to each other.

Article 9.

If the Client, its employees/business partners or Nolost Capital do not or do not fully comply with the content of this agreement, merely under this circumstance, the party at fault will be charged a penalty of 50,000 Euros for each occurrence, notwithstanding the right of the injured contractor to claim compensation. The compensation can be claimed by the injured party immediately and is not subject to judicial mitigation.

Article 10.

This agreement is governed by Dutch law and disputes about the implementation will be submitted to the competent court in Breda, Netherlands.