

General Terms and Conditions of A Lot Of Complexity

L. van Lith, acting as A Lot Of Complexity (hereinafter: A Lot of Complexity), is registered with the Chamber of Commerce under number 56175957 and has its registered office at Schellingwoudegracht 35 (3826CM) in Amersfoort.

Article 1 - Definitions

1. In these general terms and conditions, the terms below are defined as follows, unless explicitly stated otherwise.
2. **Offer:** any offer or quotation to the Client for the delivery of Products and/or the performance of Services by A Lot Of Complexity.
3. **Company:** The natural or legal person acting in the exercise of a profession or business.
4. **Consumer:** The natural person who acting in the exercise of a profession or business.
5. **Services:** the services provided by A Lot Of Complexity include (online) coaching and training for (highly) gifted people, both individually and in groups.
6. **A Lot Of Complexity:** the provider of Products and/or the service provider that offers Services.
7. **Client:** the Company or the Consumer who has engaged A Lot Of Complexity, has granted projects to A Lot Of Complexity for Services performed by A Lot Of Complexity, or to whom A Lot Of Complexity has made an offer under an Agreement. When referring to agreements between A Lot Of Complexity and the Client, this also includes agreements made with the parents or legal representatives of the Client, if the Client has not yet reached the age of 16.
8. **Agreement:** the (distance) sales agreement for the sale and delivery of Products purchased by Client from A Lot Of Complexity and other obligations between Client and A Lot Of Complexity, as well as proposals of A Lot Of Complexity for Services provided by A Lot Of Complexity to Client, which are accepted by Client and executed by A Lot Of Complexity, which these general terms and conditions form an indissoluble whole with.
9. **Products:** the products offered by A Lot Of Complexity are books.

Article 2 - Applicability

1. These terms and conditions apply to every Offer made by A Lot Of Complexity, every Agreement between A Lot Of Complexity and Client and to every Service and/or Product offered by A Lot Of Complexity.
2. Before the conclusion of an Agreement, these General Terms and Conditions will be supplied to the Client. If this is not reasonably possible, A Lot Of Complexity will let Client know how the Client can view the General Terms and Conditions.

3. These general terms and conditions cannot be deviated from. In exceptional situations, the general terms and conditions may be deviated from where explicitly agreed upon in writing with A Lot Of Complexity.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are null and void or annulled in part or in whole, the other provisions of these general terms and conditions shall remain in force and the null and void provision(s) shall be replaced by a provision having the same purport as the original provision.
7. Uncertainties about the content, explanation or situations not provided for in these general terms and conditions must be assessed and explained in accordance with the spirit of these general terms and conditions.
8. The applicability of Book 7, Sections 404 and 407, paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If in these general terms and conditions reference is made to she/he, this should also be understood as a reference to he/she/it, if and to the extent applicable.
10. Even in the event that A Lot Of Complexity has not consistently required compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these terms and conditions.

Article 3 - The Offer

1. All offers made by A Lot Of Complexity are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly mentioned in the Offer.
2. A Lot Of Complexity is only bound by an offer if confirmed by the Client in writing within 30 days, or if the Client has already paid the amount due. Nevertheless, A Lot Of Complexity is entitled to refuse an Agreement with a (potential) Client for a reason deemed valid by A Lot Of Complexity.
3. The offer contains a description of the Services and/or Products offered. The description will be sufficiently specific to enable the Client to make a proper assessment of the offer. Any images and/or specific data in the offer are only an indication and may not be a ground for compensation or dissolution of the Agreement. A Lot Of Complexity cannot guarantee that the colours in the illustration correspond exactly to the real colours of the Product.
4. Offers or quotations do not automatically apply to follow-up assignments.
5. Delivery times in A Lot Of Complexity's offer are indicative and do not entitle the Client to any dissolution or damages if exceeded, unless explicitly agreed otherwise.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded when the Client has accepted an offer or Agreement of A Lot Of Complexity by explicitly and unambiguously agreeing to the offer by e-mail, or by paying for the Product.
2. A Lot Of Complexity is entitled to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. A Lot Of Complexity is not bound by an Offer if the Client could reasonably expect or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an assignment that has already been confirmed, the actual costs already incurred (including time spent) will be charged to the Client.
5. Any Agreement entered into with A Lot Of Complexity, or any project awarded to A Lot Of Complexity by the Client, is vested with the company and not with any individual associated with A Lot Of Complexity.
6. The Client's right of withdrawal, being a company, is excluded, unless otherwise agreed. The Client, being a Consumer, has the right to withdraw during the statutory period of 14 days, unless A Lot Of Complexity, with the consent of the Client, has already started the Services. Through this consent, the Client waives his right of withdrawal.
7. In case of the sale of Products, Client being a Consumer has the right to exercise his right of withdrawal within the statutory period of 14 days. If withdrawal is applicable, Client shall handle the Product and its packaging with care. He will only unpack or use the Product to the extent necessary to determine the nature, properties and functioning of the Product. The direct costs of returning the Product shall be borne by Client.
8. If the Agreement is entered into by several Clients, each Client will be jointly and severally liable for the performance of all obligations arising from the Agreement.

Clause 5 - Duration of the Agreement regarding Services

1. The Agreement is entered into for a definite period of time, unless the content, nature or scope of the assignment dictates that it is entered into for an indefinite period of time. The duration of the assignment also depends on external factors including, but not limited to, the quality and the timely delivery of the information that A Lot Of Complexity obtains from the Client.
2. Both the Client and A Lot Of Complexity may terminate the Agreement based on an attributable failure to perform the Agreement if the other party has been declared in default in writing and has been given a reasonable term to perform its obligations and it still fails to properly fulfil its obligations. This also includes the Client's payment and cooperation obligations.

3. The dissolution of the Agreement does not affect the Client's payment obligations, insofar as A Lot Of Complexity has already performed work or delivered services at the time of dissolution. The Client must pay the agreed fee.
4. In the event of premature termination of the Agreement, the Client shall owe A Lot Of Complexity the actual costs incurred up to that time at the agreed upon (hourly) rate. The time registration of A Lot Of Complexity will serve as the decisive factor.
5. Both the Client and A Lot Of Complexity may terminate the Agreement in whole or in part in writing with immediate effect, without further notice, if one of the parties has been granted suspension of payment, a petition for bankruptcy has been filed or the company concerned ends by liquidation. If a situation as mentioned above occurs, A Lot Of Complexity is never obliged to refund payments already received and/or to pay compensation.
6. Already scheduled appointments can be cancelled up to 1 week in advance, in which case a fee of 50% of the agreed amount will be charged. If the appointment is cancelled within one week before the appointment, the full amount will be charged.
7. If the client has purchased multiple sessions from A Lot Of Complexity, these sessions are valid for one year from the invoice date. Client is never entitled to a refund of the sessions already used, unless explicitly agreed otherwise.
8. The right of withdrawal is excluded if A Lot Of Complexity starts performing the Agreement within 14 days after the Client has entered into the Agreement and the Client has explicitly waived this right.

Article 6 - Performance of the services

1. A Lot Of Complexity will make every effort to provide the agreed service with the utmost care, as to be expected of a professional service provider . A Lot Of Complexity guarantees a professional and independent service. All Services are performed on the basis of an obligation to perform to the best of one's abilities, unless a result has been explicitly agreed upon in writing and is described in detail.
2. The Agreement on the basis of which A Lot Of Complexity performs the Services, is decisive for the scope and extent of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client constitute the basis for the Services and prices offered by A Lot Of Complexity. A Lot Of Complexity is entitled to adjust its services and prices if the provided information turns out to be incorrect and/or incomplete.
4. With respect to the performance of the Services, A Lot Of Complexity is not obliged or required to observe the Client's instructions if this results in a change to the content or scope of the agreed Services. If the instructions result in further work for A Lot Of Complexity, the Client is obliged to pay the additional costs accordingly, based on a new quotation.

5. A Lot Of Complexity is entitled to use third parties for the execution of the Services at its own discretion.
6. If required by the nature and duration of the assignment, A Lot Of Complexity will keep the Client informed of progress in the interim in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may affect the planning. A Lot Of Complexity is never liable for adjustments to the planning. If the start, progress or delivery of the Services is delayed because the Client did not provide all requested information, or did not do so on time, or did not provide it in the required format, does not cooperate sufficiently, A Lot Of Complexity did not receive the advance payment on time, or if there is a delay due to other circumstances, for the account and at the risk of the Client, A Lot Of Complexity is entitled to a reasonable extension of the delivery period. All damage and additional costs resulting from the delay due to a cause mentioned above, are at the expense and risk of the Client.
8. A Lot Of Complexity's services are not medically based and do not offer any form of medical advice. A Lot Of Complexity may consider to refer Client to a doctor. The responsibility of whether or not to see a doctor is vested with the Client; A Lot Of Complexity only offers an opinion.
9. If at the start of the training, Client is receiving treatment from a doctor and/or therapist, it is recommended that this professional treatment be continued. It is always up to the Client to decide whether to continue with the professional treatments.
10. If Client has been diagnosed with, or there is a suspicion of a psychological condition, Client must determine whether or not Client should take the training. In this respect, Client could consult with the Client's attending physician, therapist or general practitioner.

Article 7 - Client's obligations

1. The Client is obliged to provide all information requested by A Lot Of Complexity, as well as relevant attachments and related information and data, on time and/or before the start of the work and in the desired form, in order to execute the Agreement properly and efficiently. If this is not the case, A Lot Of Complexity may not be able to fully perform and/or deliver the relevant documents. The consequences of such a situation are always at the expense and risk of the Client.
2. A Lot Of Complexity is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client regarding the information if it has changed over time, nor is A Lot Of Complexity responsible for the accuracy and completeness of the information compiled by A Lot Of Complexity for third parties and/or provided to third parties under the Agreement.
3. A Lot Of Complexity may, if necessary in order to execute the Agreement, request additional information. Failing this, A Lot Of Complexity is entitled to suspend its activities until the information has been received, without being held to pay any damages on any account whatsoever in respect of the Client.

In the event of a change in the circumstances, the Client must inform A Lot Of Complexity immediately, or within 3 working days after the change has become known.

Article 8 - Opinions

1. A Lot Of Complexity may, if so assigned, draw up an opinion, plan of action, design, report, planning and/or report for the provision of services. The content of such opinion is not binding and only advisory in nature, but A Lot Of Complexity will observe its duties of care. It is the Client's responsibility whether or not to follow the opinion.
2. Any opinion provided by A Lot Of Complexity, in any form whatsoever, is never to be considered a medical opinion. If the Client considers such opinion to be a medical opinion, the Client must first consult with a trained specialist.
3. At A Lot Of Complexity's first request, the Client is obliged to assess the proposals made by A Lot Of Complexity. If A Lot Of Complexity is delayed in its work, because the Client does not or not timely provide an assessment of a proposal made by A Lot Of Complexity, the Client is responsible at all times for the consequences caused, such as a delay.
4. Due to the nature of the services, the result is at all times dependent on external factors that may influence the reports and opinions of A Lot Of Complexity, such as the quality, accuracy and timeliness of the required information and data of the Client and his employees. Client is responsible for the quality and for the timely and proper delivery of the required data and information. When participating in training sessions and/or coaching, it is important that Client commits and participates in the exercise to achieve a result.
5. Client shall inform A Lot Of Complexity in writing, prior to commencing the work, of all circumstances that Client considers relevant, including any aspects and priorities that Client wishes to be addressed.

Article 9 - Coaching and/or Training

1. If instructed, A Lot Of Complexity can provide coaching for the Client. Where this article mentions coaching, it also includes training.
2. The coaching session takes place at the location of the Client or at a location to be determined by A Lot Of Complexity, or online through a webinar or via Zoom. If the coaching session takes place at the location of the Client, the Client is obliged to provide the required facilities for the coaching in time. If a coaching session cannot take place or is delayed because the Client did not comply with the aforementioned obligation, all consequences are at the expense and risk of the Client. A Lot Of Complexity is also entitled to give instructions regarding the suitability of the location and the available facilities before the start of the coaching session.

3. The content of the coaching session offered by A Lot Of Complexity and the opinion given during the coaching session are not binding and of an advisory nature only, but A Lot Of Complexity will observe its duties of care. The coaching session will be tuned as much as possible to the wishes of the client as well as the needs of the participant(s).
4. Client shall inform A Lot Of Complexity in writing prior to the start of the coaching session of all the circumstances that Client considers important, including any aspects and priorities that Client wishes to address.
5. A Lot Of Complexity is entitled to cancel the coaching session or move it to another date if there are not enough registrations. A Lot Of Complexity has the sole discretion to move the coaching session. If Client is not available on the new date, Client is entitled to a pro rata refund of payments already made, or can participate in the coaching session on another date. Parties will consult on this. In the event of too many registrations, A Lot Of Complexity is entitled to have the coaching session take place in multiple sessions. If applicable, this situation will be discussed with the Client in a timely manner.
6. In the case of online coaching or training, the Client will receive a link from Zoom prior to the coaching in order to participate in the coaching session.
7. The coaching session is not medically based and does not offer any form of medical opinion. The coaching sessions and/or training sessions do not offer any support in case of acute or intensively persisting crisis. In the event of an intensely persistent or acute crisis before or during the coaching session, Client is advised to visit a general practitioner and/or specialist doctor to rule out any medical causes.
8. If, at the start of the coaching session, the Client is receiving treatment from a doctor or therapist, it is recommended that this professional treatment be continued. A Lot Of Complexity will explicitly not be able to achieve the same results as a doctor or therapist through the coaching session.
9. If Client has been diagnosed with, or there is a suspicion of a psychological condition, the coaching session must be taken in consultation with Client's attending physician, therapist or general practitioner. If Client has suicidal tendencies, or has had such tendencies in the past, Client is advised against taking the coaching session and is advised to seek professional guidance in this respect.

Article 10 - Dispatch of Products

1. If the start, progress or delivery of the Agreement is delayed, for instance by the Client not providing all requested information or not doing so in time, insufficient cooperation, the payment or advance payment not being received in time by A Lot Of Complexity, or by other circumstances beyond the control of A Lot Of Complexity, A Lot Of Complexity is entitled to a reasonable extension of the delivery/completion period. All agreed delivery dates are never strict deadlines. The client should inform A Lot Of Complexity in writing about any delay.

The Client must declare A Lot of Complexity in default in writing and allow it a reasonable period for delivery/completion. Client is not entitled to any compensation caused by the delay.

2. Client is obliged to accept the goods from the moment they are provided to him according to the Agreement, even if they are offered to him earlier or later than agreed.
3. If the Client refuses to take delivery or neglects to provide information or instructions necessary for the delivery, A Lot Of Complexity is entitled to store the goods at the expense and risk of the Client.
4. If the Products are delivered by A Lot Of Complexity or an external carrier, A Lot Of Complexity is entitled to charge delivery costs, unless otherwise agreed in writing. These will be invoiced separately, unless explicitly agreed otherwise.
5. If A Lot Of Complexity requires information from the Client with respect to the execution of the Agreement, the delivery time shall not start until the Client has provided A Lot Of Complexity with all the information required for the execution.
6. If A Lot Of Complexity has given a term for delivery, this is indicative. For delivery outside The Netherlands longer delivery terms apply.
7. A Lot Of Complexity is entitled to deliver goods in parts, unless this provision is deviated from in the Agreement or the partial delivery has no independent value. A Lot Of Complexity is entitled to invoice the delivered goods separately.
8. Deliveries are only made if all invoices have been paid unless explicitly agreed otherwise. A Lot Of Complexity reserves the right to refuse delivery if there is a valid fear of non-payment.

Article 11 - Packaging and transport of Products

1. A Lot Of Complexity undertakes in respect of the Client to package the goods to be delivered properly and to secure them in such a way that they will reach their destination in good condition during normal use.
2. Unless otherwise agreed in writing, all deliveries are inclusive of turnover tax (VAT) and inclusive of packaging and packaging materials.
3. Accepting goods without making any comments on the consignment note or the receipt is considered proof that the packaging was in good condition at the time of delivery.

Article 12 - Examination, claims regarding Products

1. The Client shall be obliged to examine (or cause to examine) the delivered goods upon delivery, and in any case within 14 days after receipt of the delivered goods, however, only to unpack or use the delivered goods to the extent necessary to assess whether they retain the Product. In doing so, the Client must examine whether the quality and quantity of the delivered Products is in accordance with the

Agreement and the Products meet the requirements that apply to them in normal (business) transactions.

2. Client is obliged to investigate and ascertain himself on how to use the Product and in case of personal use, to test the Product according to the instructions. A Lot Of Complexity does not acknowledge liability for abuse of the Product by Client.
3. Any visible defects or shortcomings should be reported in writing to A Lot Of Complexity at lotte@alotofcomplexity.com after delivery. The client has a period of 14 days after delivery to do so. Non-visible defects or shortages must be reported within 14 days after their discovery, but within 6 months after delivery at the latest. If the Product is damaged due to careless handling by the Client, the Client is responsible for any decrease in value of the Product.
4. If pursuant to the previous paragraph, the client files a claim in time, he remains obliged to pay for the goods purchased. If the Client wishes to return defective goods, such goods can only be returned with the prior written consent of A Lot Of Complexity and in the manner specified by A Lot Of Complexity.
5. If the Client, being a Consumer, uses his right of withdrawal, he will return the Product and all its accessories, as far as reasonably possible, in the original condition and packaging to A Lot Of Complexity, according to the return instructions of A Lot Of Complexity. The direct costs for returning the Product are at the expense and risk of the Client.
6. A Lot Of Complexity is entitled to investigate the authenticity and condition of the returned Products before a refund will be made.
7. Refunds to the Client will be processed as soon as possible, but may take up to 14 days after receipt of the Client's statement of dissolution. Repayment shall be made to the account number previously specified.
8. If the Client exercises his right of claim, the Client, being a business, shall not be entitled to suspend his payment obligation or to offset any amounts against outstanding invoices.
9. In case of incomplete delivery and/or if one or more Products are missing and A Lot Of Complexity is responsible, A Lot Of Complexity will, upon request of the Client, send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products will be the decisive factor in this case. Any damage incurred by the Client as a result of the (deviating) scope of delivery, cannot be recovered from A Lot Of Complexity.

Article 13 - Additional work and modifications

1. If, during the execution of the Agreement, it turns out that the Agreement needs to be amended, or if, at the request of the Client, additional work is necessary to achieve the desired result of the Client, the Client is obliged to pay for such additional work according to the agreed rate. A Lot Of Complexity is not obliged to comply with this request, and may require the Client to enter into a separate Agreement for that purpose and/or refer to an authorised third party.

2. If the additional work is the result of negligence on the part of A Lot Of Complexity, A Lot Of Complexity made a wrong estimate or could have reasonably anticipated the work in question, these costs will not be charged to the Client.

Article 14 - Prices and payment

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the case of changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.
3. The prices as mentioned in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. A Lot Of Complexity performs its services in accordance with the agreed upon (hourly) rate. The costs are usually calculated in advance, unless a separate session is booked. In case a single session is booked, costs are calculated afterwards based on the time registration drawn up by A Lot Of Complexity. If agreed, Client can pay A Lot Of Complexity in several instalments.
5. Travel time on behalf of the Client and costs related to travel will be charged to the Client. Travel time is charged at 50% of the hourly rate.
6. Client is obliged to fully reimburse the costs of third parties, who are used by A Lot Of Complexity after approval of Client, unless explicitly agreed otherwise.
7. The parties may agree that the Client shall pay an advance. If an advance payment has been agreed, the Client must pay the advance payment before a start is made on providing the services. The parties may also agree that the Client shall pay the agreed fee in instalments.
8. The Client cannot derive any rights or expectations from an estimate issued in advance, unless the parties have explicitly agreed otherwise.
9. A Lot Of Complexity is entitled to increase the applicable prices and rates annually in accordance with the current inflation rates. Other price changes during the Agreement are only possible if and insofar as they are explicitly stated in the Agreement.
10. Client shall pay these costs at once, without offsetting against any amounts or suspension, within the payment term stated on the invoice, to the account number and details of A Lot Of Complexity.
11. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or application for payment against the Client, the payment and all other obligations of the Client under the Agreement shall become immediately due and payable.

Article 15 - Collection policy

1. If the Client fails to fulfil his payment obligation and has not fulfilled his obligation within the set payment term of 30 days, the Client, being a Company, is legally in default. The Client, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to fulfil the payment obligation with a statement of the extrajudicial costs if the Client does not fulfil his obligations within this term, before he is in default.
2. From the date that the Client is in default, A Lot Of Complexity will be entitled, without further notice, to statutory commercial interest from the first day of default until full payment, and to compensation of extrajudicial costs in accordance with Book 6, Section 96 of the Dutch Civil Code, calculated according to the graduated scale in the Decree on the compensation of extrajudicial collection costs of 1 July 2012.
3. If A Lot Of Complexity has incurred more or higher costs, which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs are also for the Client's account.

Article 16 - Retention of title

1. All goods delivered by A Lot Of Complexity remain the property of A Lot Of Complexity until the Client has fulfilled all obligations resulting from all agreements made with A Lot Of Complexity.
2. Client is not authorised to pledge or otherwise encumber the goods falling under the retention of title if ownership has not yet been transferred in full.
3. If third parties seize goods delivered under retention of title or wish to establish or assert rights to them, Client is obliged to inform A Lot Of Complexity as soon as reasonably may be expected.
4. In case A Lot Of Complexity wishes to exercise its property rights, as stated in this article, the Client gives A Lot Of Complexity or third parties designated by A Lot Of Complexity unconditional and irrevocable permission to enter all places where the property of A Lot Of Complexity is located and to take these goods back.
5. A Lot Of Complexity is entitled to retain the Product(s) purchased by the Client, if the Client has not yet fulfilled his payment obligations (in full), despite an obligation to transfer or deliver by A Lot Of Complexity. After the Client has fulfilled his obligations, A Lot Of Complexity will make every effort to deliver the purchased Products to the Client as soon as possible, yet within 20 working days at the latest.
6. Costs and other (consequential) damage resulting from keeping the purchased Products in custody are for the account and risk of Client and will be reimbursed by Client on first request to A Lot Of Complexity.

Article 17 - Guarantee

A Lot Of Complexity guarantees that the Products comply with the Agreement, the specifications mentioned in the offer, usability and/or reliability and the statutory rules/regulations at the time

of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Client explicitly notified A Lot Of Complexity of this use in writing at the time the Agreement was entered into.

Article 18 - Privacy, data processing and security

1. A Lot Of Complexity will handle the (personal) data of the Client and/or visitors of the website with due care and will only use them in accordance with the applicable standards. If requested, A Lot Of Complexity will notify the person concerned.
2. The client is responsible for the processing of data that are processed by using a service of A Lot Of Complexity. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. With respect to this, the Client indemnifies A Lot Of Complexity against any (legal) claim related to these data or the execution of the Agreement.
3. If A Lot Of Complexity is required under the Agreement to provide security with regard to information, this security must meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the costs involved, is not unreasonable.

Article 19 - Suspension and dissolution

1. A Lot Of Complexity is entitled to retain the data, data files and more received or created by it if the Client has not yet (fully) fulfilled his payment obligations. This right remains unaffected in case A Lot Of Complexity has a valid reason to suspend performance.
2. A Lot Of Complexity is entitled to suspend performance of its obligations as soon as the Client is in default of any obligation arising from the Agreement, including late payment of his invoices. The suspension will be immediately confirmed to the Client in writing.
3. In that case, A Lot Of Complexity is not liable for damage, for any reason whatsoever, resulting from the suspension of its activities.
4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already performed. Furthermore, the Client is obliged to compensate A Lot Of Complexity for any financial loss suffered by A Lot Of Complexity due to the Client's default.

Article 20 - Force majeure

1. A Lot Of Complexity is not liable if it is unable to perform its obligations under the Agreement due to a force majeure situation, nor can it be held to perform any obligation if it is prevented from doing

so due to a circumstance that is not due to its fault and not under the law, legal act or generally accepted practice for its account.

2. Force majeure for A Lot Of Complexity includes, but is not limited to: (i) force majeure of suppliers of A Lot Of Complexity, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended by the Client or his third parties to A Lot Of Complexity, (iii) deficiency of software or any third party involved in the execution of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunications facilities, (vi) illness of employees of A Lot Of Complexity or its consultants and (vii) other situations which, in the opinion of A Lot Of Complexity, are beyond its sphere of influence and temporarily or permanently prevent the fulfilment of its obligations.

3. A Lot Of Complexity is entitled to claim force majeure if the circumstance preventing (further) fulfilment occurs after A Lot Of Complexity should have fulfilled its obligation.

4. The parties may suspend their obligations under the Agreement during the period of force majeure. If this period continues longer than two months, either party will be entitled to dissolve the Agreement without any obligation to pay the other party damages.

5. If A Lot Of Complexity has already partially fulfilled its obligations under the Agreement when the force majeure occurred or will be able to fulfil them and if independent value can be attributed to the fulfilled or still to be fulfilled part, A Lot Of Complexity is entitled to invoice the already fulfilled or still to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 21 - Limitation of liability

1. If any result stipulated in the Agreement is not achieved, a shortcoming on the part of A Lot Of Complexity shall only be deemed to exist if A Lot Of Complexity has explicitly promised this result when accepting the Agreement.

2. In the case of an attributable shortcoming of A Lot Of Complexity, A Lot Of Complexity is only obliged to pay damages if the Client has declared A Lot Of Complexity in default within 14 days after discovering the shortcoming and if A Lot Of Complexity has not remedied this shortcoming within a reasonable period. The notice of default should be written and contain an accurate description/substantiation of the failure, to enable A Lot Of Complexity to react adequately.

3. If the performance of the Agreement by A Lot Of Complexity results in liability on the part of A Lot Of Complexity, such liability is limited to the total amount invoiced under the Agreement, but only with regard to the direct damage incurred by the Client, unless the damage is the result of intent or recklessness bordering on intent on the part of A Lot Of Complexity. Direct damage is defined as: reasonable costs incurred to limit or prevent direct damage, determine the cause of the damage, the direct damage, the liability and the method of recovery.

4. A Lot Of Complexity's liability is in any case limited to the maximum amount of damage per event per year paid by the insurance company.
5. A Lot Of Complexity explicitly excludes any liability for consequential damages. A Lot Of Complexity is not liable for indirect damages, trading loss, loss of profits and/or losses, missed savings, damage due to business stagnation, capital loss, damage due to delay, interest loss and immaterial damage.
6. A Lot Of Complexity is not liable for damage resulting from the use of the delivered Products either. For Consumers, a limitation applies in accordance with the provisions pursuant to Book 7, Section 24 paragraph 2 of the Dutch Civil Code.
7. A Lot Of Complexity is not liable for and/or obliged to repair any damage caused by the use of the Product. All damage to Products caused by carrying and using them is explicitly excluded from liability (this includes usage traces, usage damage, damage due to falling, light and water damage, theft, loss etc.).
8. The Client indemnifies A Lot Of Complexity for all claims from third parties due to a defect as a result of a service provided by the Client to a third party, which also consisted of services provided by A Lot Of Complexity, unless the Client can prove that the damage was exclusively caused by the service provided by A Lot Of Complexity.
9. Any advice or suggestions given by A Lot Of Complexity, based on incomplete and/or incorrect information provided by the Client, shall never constitute grounds for liability on the part of A Lot Of Complexity.
10. The content of the opinion and/or suggestion given by A Lot Of Complexity is not binding and only advisory in nature. The Client decides, under his own responsibility, whether to follow the suggestions and advice given by A Lot Of Complexity. All consequences resulting from following the opinion are for the account and risk of the Client. The Client is at all times free to make his own choices that deviate from the opinion given by A Lot Of Complexity. A Lot Of Complexity is not obliged to pay any form of refund if this is the case.
11. If a third party is engaged by or on behalf of the Client, A Lot Of Complexity is never liable for the actions and recommendations of the third party engaged by the Client, nor for the incorporation of results (of opinions drawn up) of the third party engaged by the Client in A Lot Of Complexity's own opinions.
12. A Lot Of Complexity is not responsible for the proper and complete transmission of the content of an e-mail sent by/on behalf of A Lot Of Complexity, nor for its timely receipt.
13. A Lot Of Complexity is not liable for damage resulting from any act or omission as a result of (imperfect and/or inaccurate) information on the website(s) or linked websites.
14. A Lot Of Complexity is not responsible for errors and/or irregularities in the functionality of the website and is not liable for failures or unavailability of the website for any reason.
15. All claims of the Client due to shortcomings on the part of A Lot Of Complexity are cancelled if they are not made in writing to A Lot Of Complexity within one year

after the Client was aware or could reasonably be aware of the facts on which he bases his claims. One year after the termination of the Agreement between the parties, A Lot Of Complexity's liability is cancelled.

Article 22 - Transfer of risk of Products

The risk of loss or damage to the Products that are the subject of the Agreement is transferred to the Client, being a company, from the moment the goods leave A Lot Of Complexity's warehouse. For Consumers, the above-mentioned risk is transferred to the Client if the Products have been given into the Client's control. This is the case if the Products have been delivered to the Client's delivery address.

Article 23 - Confidentiality

1. A Lot Of Complexity and the Client undertake to observe confidentiality with regard to all confidential information obtained under an assignment. Confidentiality ensues from the assignment and must also be assumed if it can be reasonably expected that confidential information is involved. Confidentiality does not apply if the information concerned is already public/commonly known, the information is not confidential and/or the information was not disclosed to A Lot Of Complexity by the Client during the Agreement and/or was obtained by A Lot Of Complexity in another way. A Lot Of Complexity can write a blog based on conversations with the Client, which will always be non-traceable and anonymous, unless otherwise agreed.
2. In particular, the confidentiality concerns advice, reports, designs, working methods and/or reports made by A Lot Of Complexity regarding the Client's assignment. The Client is expressly prohibited from sharing the contents with employees who are not authorised to read them or with (unauthorised) third parties. Furthermore, A Lot Of Complexity will always exercise due care in handling all business-sensitive information provided by the Client.
3. If based on a legal provision or a judicial decision, A Lot Of Complexity is obliged to disclose the confidential information to a third party indicated by the law or a competent court, and A Lot Of Complexity cannot claim a right of non-disclosure, A Lot Of Complexity is not obliged to pay any compensation and does not give the Client any reason to terminate the Agreement.
4. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by A Lot Of Complexity requires the written consent of A Lot Of Complexity, unless such consent is explicitly agreed upon in advance. Client will indemnify A Lot Of Complexity for all claims from such third parties resulting from reliance on such information disseminated without the written consent of A Lot Of Complexity.
5. A Lot Of Complexity and the Client shall also impose the obligation of confidentiality on any third party engaged by them.

Article 24 - Intellectual Property Rights

1. All IP rights and copyrights of A Lot Of Complexity, including but not limited to all designs, models, reports and advice are vested solely in A Lot Of Complexity and are not transferred to the Client unless expressly agreed otherwise.
2. If it is agreed that one or more of the aforementioned items or works of A Lot Of Complexity are transferred to the Client, A Lot Of Complexity is entitled to enter into a separate Agreement and to claim an appropriate fee from the Client. Such fee should be paid by the Client before acquiring the goods or works and their IP rights.
3. The Client is not allowed to disclose and/or multiply, change or provide to third parties (including use for commercial purposes) any documents and software that are subject to the IP rights and copyrights of A Lot Of Complexity without the explicit prior written consent of A Lot Of Complexity. In case the Client wishes to make changes to items delivered by A Lot Of Complexity, A Lot Of Complexity should explicitly agree with the intended changes.
4. The Client is prohibited from using the goods and documents that are subject to the intellectual property rights of A Lot Of Complexity in any way other than as agreed upon in the Agreement.
5. The parties will inform each other and take joint action in the event of an infringement of the IP rights.

Article 25 - Safeguarding and accuracy of information

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in any form whatsoever, which it provides to A Lot Of Complexity under an Agreement, as well as for the data obtained from third parties and provided to A Lot Of Complexity for the execution of the Service.
2. The Client indemnifies A Lot Of Complexity from any liability due to the failure to comply, or comply on time, with the obligations regarding the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Client indemnifies A Lot Of Complexity for any claims by the Client and third parties engaged by him or working under him, as well as clients of the Client, based on the failure to obtain subsidies and/or permissions required for the performance of the Agreement.
4. Client indemnifies A Lot Of Complexity for all claims of third parties arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client, which can be used in the performance of the Agreement and/or the actions or omissions of the Client in respect of third parties.

5. If the Client provides electronic files, software or information carriers to A Lot Of Complexity, the Client guarantees that they are free of viruses and defects.

Article 26 - Complaints

1. If the Client is not satisfied with the execution of the Agreement and/or Products of A Lot Of Complexity, or has other complaints about the execution of his order, the Client is obliged to report these complaints as soon as possible, yet within 7 calendar days after the reason causing the complaint. Complaints may be made verbally or in writing at lotte@alotofcomplexity.com with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client and must also be sufficiently aimed at a mutually facilitated solution, to enable A Lot Of Complexity to handle the complaint.
3. A Lot Of Complexity will respond to the complaint as soon as possible, yet no later than within 14 calendar days after receipt of notice of the complaint.
4. The parties will attempt to reach a solution together.

Article 27 - Applicable law

1. The legal relationship between A Lot Of Complexity and the Client shall be governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
2. A Lot Of Complexity is entitled to change these General Terms and Conditions and shall inform the Client if that is the case.
3. The Dutch version prevails in case any translations of these general terms and conditions are available.
4. All disputes arising from or as a result of the Agreement between A Lot Of Complexity and Client shall be settled by the competent court of Midden-Nederland, Amersfoort location, unless another competent court is stated by mandatory law.

Amersfoort, 26 April 2021.