Terms and Conditions

RocketScience Hospitality | Version 2026.2 (International) | 25 October 2026

Article 1 - Definitions

1.1 In these General Terms and Conditions, the following terms have the meanings set out below:

a. Client: the natural person acting in the course of a profession or business, partnership, company or legal entity that instructs the Provider to carry out work;

b. Provider: RocketScience Horeca, trading as RocketScience Hospitality, established in Hilvarenbeek, the Netherlands, registered with the Netherlands Chamber of Commerce under number 75252961, or its legal successor as referred to in Article 14. The Provider provides services in the field of marketing, training and consultancy;

c. Agreement: the agreement for the provision of services or the sale of products between the Provider and the Client, as well as all further acts related to the sale and delivery of these services or products, including these General Terms and Conditions;

d. Assignment: the agreement for the provision of marketing, consultancy and/or training services between the Provider and the Client. An Assignment may consist of, among other things, the design and organisation of training courses, participation in open workshops or training courses, the delivery of (on-site or online) workshops, masterclasses, keynotes and lectures, as well as analysis and advisory work, or a combination thereof;

e. Fee: the amount agreed in the Agreement for the Assignment, including any subsequently agreed changes or additions, excluding VAT and expenses;

f. Materials: all presentations, reports, analyses, blueprints, models, handouts, recordings and other materials developed or supplied by the Provider;

g. Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with the Client.

Article 2 - Applicability

2.1 These General Terms and Conditions apply to all offers, quotations, assignments, agreements and deliveries of services (or products) by the Provider, and to their formation.

2.2 The applicability of any other general terms and conditions, including the purchasing terms of the Client, is expressly rejected. Purchasing terms printed on or referred to in a purchase order (PO) or vendor registration do not apply, even if the Provider does not object to them separately.

2.3 Deviating conditions apply only if they have been expressly agreed in writing between the Client and the Provider, and apply exclusively to the Agreement concerned. In the event of a conflict, the provisions of the signed Agreement or quotation prevail over these General Terms and Conditions.

2.4 If any provision of these General Terms and Conditions or of the Agreement is invalid or unenforceable, the remaining provisions shall remain in full force. The Client and the Provider shall then agree on a new provision that approximates the purpose of the original provision as closely as possible.

2.5 "In writing" also includes e-mail and other electronic communication. The Provider's electronic records shall be deemed to be evidence of the content and time of receipt and dispatch of such communication, subject to proof to the contrary.

2.6 These General Terms and Conditions are provided to the Client together with the quotation and can also be found on the Provider's website. By accepting the quotation, the Client confirms that it has received and accepted these General Terms and Conditions.

Article 3 - Offers & Quotations

3.1 Offers and quotations from the Provider are non-binding, unless expressly stated otherwise.

3.2 An offer or quotation is valid for 30 days, unless a different acceptance period is stated in the offer or quotation. If the Client does not accept it within that period, the offer or quotation lapses.

3.3 The Provider is not bound by its quotations or offers if the Client can reasonably understand that they, or any part thereof, contain an obvious mistake or clerical error.

3.4 The offer contains a clear description of the services, so that the Client can properly assess the offer.

3.5 All prices and rates are in euros (EUR), exclusive of value added tax (VAT) and exclusive of expenses such as travel, accommodation, parking and visa costs (see Article 6), unless expressly stated or agreed otherwise.

3.6 Quotations and offers are based on the information available at that time. Changes to the scope of the Assignment may lead to an adjustment of price and planning, which the Provider will agree with the Client in advance.

3.7 The Provider may change its published prices and rates at any time. Such changes do not apply to Agreements already concluded.

Article 4 - Formation and performance of the Agreement

4.1 As long as no Agreement has been concluded, the Provider may change or withdraw its offers and quotations at any time, without owing the Client any compensation.

4.2 An Agreement is concluded when the Client accepts the quotation or order confirmation in writing (including by e-mail or electronic signature), or signs the Agreement. Verbal acceptance only binds the Provider after the Client has confirmed it in writing.

4.3 In the absence of a written Agreement or acceptance, the Agreement shall nevertheless be deemed to have been concluded on the terms of the quotation if the Provider has started performing

the Assignment at the Client's request, or the Client issues a purchase order for the Assignment.

4.4 The Client guarantees that it provides all information that is necessary for the preparation, performance and completion of the Assignment in a timely, complete and truthful manner. The Provider is not liable for shortcomings in the performance resulting from incorrect or incomplete information provided by the Client.

4.5 If the information referred to in Article 4.4 is not provided on time, completely or correctly, the Provider is entitled to suspend the performance of the Assignment and to charge the resulting additional costs, without prejudice to the Client's obligation to pay the agreed Fee.

4.6 Arrangements between the Provider and the Client's contact person or representative are binding on the Client. The Client's contact person is deemed authorised to approve changes in the performance and additional work.

4.7 The Provider performs the Assignment to the best of its insight and expertise. The Provider has an obligation of best efforts, not an obligation of result. Results depend on factors beyond the Provider's control, including implementation by the Client. Forecasts, estimates, case studies, example results and figures mentioned in quotations, presentations, sessions, on the website or in other communications are for illustrative purposes only and do not constitute a guarantee or commitment regarding the results of the Assignment.

4.8 The Client is responsible for the implementation of advice and recommendations, and for the compliance of such implementation with the laws and regulations applicable in its own country.

4.9 The Provider is entitled to engage third parties (such as researchers or data analysts) for the performance of the Assignment. The Provider remains responsible towards the Client for the work performed by these third parties.

Article 5 - Fees, VAT and payment

5.1 The agreed Fee is exclusive of VAT and any other government levies, unless agreed otherwise in writing.

5.2 For Clients established in another EU member state that provide a valid VAT identification number, VAT is reverse-charged to the Client where applicable. The Client is responsible for providing a correct VAT number and correct invoice details. For Clients established outside the EU, VAT is charged in accordance with the applicable rules.

5.3 If the Client uses a PO number or purchase order number, the Client must provide it to the Provider immediately after the Agreement has been concluded. A missing PO number or vendor registration does not postpone the payment term.

5.4 Unless expressly agreed otherwise in writing, payment must be made within 30 days of the invoice date. The payment term is a strict deadline: the Client is in default without any notice of default being required.

5.5 All payments are made in euros (EUR), without any deduction, discount or set-off. Bank charges and currency conversion costs are borne by the Client. If the Client is required by law to withhold or deduct any taxes from a payment, the Client shall increase the payment so that the Provider receives the full invoiced amount.

5.6 The Client is not entitled to suspend payments.

5.7 On first request of the Provider, the Client shall provide security for the payment of the amounts owed by it.

5.8 If the Client fails to pay on time or in full, it shall owe (i) contractual interest of 1% per month (whereby part of a month is counted as a full month) and (ii) extrajudicial collection costs of 15% of the outstanding amount, with a minimum of EUR 40.

5.9 If the Provider is found to be wholly or partly in the right in legal or arbitral proceedings, all reasonable costs incurred by it in connection with these proceedings shall be borne by the Client.

5.10 The Fee remains due in full regardless of the use the Client makes of the services, the number of participants or the degree of participation.

5.11 For programmes, the Provider invoices per phase or as stated in the quotation.

Article 6 - Travel and international assignments

6.1 Unless agreed otherwise in the quotation, the Client bears the costs of travel (including flights or train travel), accommodation, local transport, meals and any visa or permit costs related to the Assignment. These costs are either arranged and paid directly by the Client or charged by the Provider at cost.

6.2 Travel time is charged as stated in the quotation.

6.3 The Client informs the Provider in good time of any local requirements, permits, registrations or taxes that apply to the performance of the Assignment in the Client's country, and arranges these where possible. Any local taxes or levies on the Fee are borne by the Client.

6.4 For on-site sessions, the Client ensures a suitable venue and working audiovisual equipment (including projector or screen, sound and microphone), and, if required, interpreters, unless agreed otherwise.

6.5 Travel and accommodation costs already incurred or non-refundable at the time of cancellation, rescheduling or force majeure are always charged to the Client in full, in addition to any cancellation or rescheduling fees.

Article 7 - Cancellation and rescheduling

7.1 The Client may only cancel an agreed training, workshop, masterclass, lecture or consultancy assignment, or request rescheduling, in writing (by e-mail).

7.2 In the event of cancellation by the Client, the following cancellation fees apply:

- Cancellation **more than 60 days** before the scheduled date of performance: 20% of the Fee.
- Cancellation **between 60 and 30 days** before the scheduled date of performance: 40% of the Fee.
- Cancellation **between 30 and 14 days** before the scheduled date of performance: 75% of the Fee.
- Cancellation **within 14 days** before the scheduled date of performance: 100% of the Fee.

7.3 The Client may request that the Assignment be rescheduled to another date. Rescheduling is only possible after written confirmation by the Provider and insofar as the Provider's schedule allows. If a

request for rescheduling is made, the following costs may be charged:

- Rescheduling **within 1 month** before the scheduled date of performance: 25% of the Fee.
- Rescheduling **within 1 week** before the scheduled date of performance: 50% of the Fee.

7.4 If, at the time of cancellation or rescheduling, the Provider has already carried out work, such as preparation, analysis, research or the development of materials, the Provider is entitled to invoice this work separately, insofar as it is not covered by the cancellation or rescheduling fee.

7.5 If the performance of the Assignment is interrupted or terminated prematurely by the Client, the full Fee remains due. For programmes in phases, the Fee for work performed and for the phase in progress remains due; parts of the programme not yet scheduled are subject to Article 7.8.

7.6 If the Provider is prevented from performing the Assignment on the agreed date due to illness or other unforeseen circumstances, the Provider will set a new date in consultation with the Client. If no new date can be agreed within a reasonable period, the Client is entitled to a refund of the part of the Fee paid for work that has not been performed.

7.7 Changes, cancellations and requests for rescheduling must be submitted by e-mail to elles@rocketsciencehoreca.nl. A change is only deemed to have been accepted after written confirmation by the Provider.

7.8 Programmes

a. For programmes covering multiple venues or phases, cancellation fees as referred to in Article 7.2 apply per venue, based on the Fee and the scheduled training date of that venue.

b. If venues are cancelled, any volume price and any credited kick-off or introductory fee are recalculated based on the venues actually delivered. The difference is invoiced to the Client.

c. Each venue may be rescheduled once free of charge, provided the request is made at least 14 days before the scheduled date. Further rescheduling is subject to Article 7.3.

Article 8 - Force majeure

8.1 The Provider is not obliged to perform its obligations if it is prevented from doing so by force majeure.

8.2 Force majeure means any circumstance beyond the Provider's reasonable control, including but not limited to theft, fire, extreme weather conditions, power failures, computer, internet or system failures, strikes, cancelled or severely delayed flights or trains, travel restrictions, epidemics, government measures, war, terrorism and unrest.

8.3 The Provider will inform the Client of the force majeure as soon as possible. Where possible, the parties will first consider an alternative, such as performing the Assignment online or on a new date.

8.4 During the force majeure, the obligations of both parties are suspended. If the force majeure lasts longer than 60 days, either party may terminate the Agreement in writing, without any obligation to pay compensation to the other party.

8.5 If the Provider has already carried out work under the Agreement before the force majeure occurred, it is entitled to payment for the work performed and for the costs referred to in Article 6.5.

Article 9 - Liability

9.1 The Provider provides services based on expertise and experience. Results partly depend on factors beyond its control, including execution and implementation by the Client. No guarantee is given regarding specific results, such as increases in revenue, sales or guest satisfaction.

9.2 The Provider's total liability arising from or in connection with an Agreement is limited to the amount of the Fee (excluding VAT) for the Assignment concerned. For Assignments with a term of more than six months, liability is limited to the Fee invoiced in the six months preceding the event causing the damage.

9.3 The Provider is never liable for indirect or consequential damage, including loss of profit, loss of revenue, missed savings, reputational damage, business interruption and damage resulting from decisions taken by the Client on the basis of the Provider's advice.

9.4 In the case of the delivery of products, the liability of the Provider is limited to the delivery of a replacement product or the refund of the amount paid by the Client for the product concerned.

9.5 The limitations of liability in this article do not apply in the event of intent or deliberate recklessness on the part of the Provider's management.

9.6 A condition for any right to compensation is that the Client reports the damage to the Provider in writing as soon as possible, and in any case within 30 days of discovering it. Any claim against the Provider lapses 12 months after the claim arose, unless the Provider has acknowledged it.

9.7 The limitations of liability in this article also apply to the persons and third parties engaged by the Provider for the performance of the Assignment.

Article 10 - Confidentiality and data protection

10.1 The Provider and the Client shall keep confidential all confidential information of the other party that they become aware of during the performance of the Agreement, unless agreed otherwise. Information is considered confidential if this has been indicated by the other party or follows from the nature of the information, such as sales figures, POS data and pricing.

10.2 The duty of confidentiality does not apply to information that is or becomes publicly known without breach of this article, or that a party is required to disclose by law or by order of a competent authority.

10.3 Personal data are handled with care and in accordance with the General Data Protection Regulation (GDPR). If the Provider processes personal data on behalf of the Client in the performance of the Assignment (for example guest or customer data), the parties will conclude a data processing agreement as referred to in Article 28 GDPR before such processing starts.

10.4 The duty of confidentiality remains in force after termination of the Agreement.

10.5 After completion of the Assignment, the Client's data (such as sales figures and POS data) is deleted or returned within 3 months, unless agreed otherwise in writing.

Article 11 - Intellectual property, recordings and references

11.1 All intellectual property rights relating to the Materials, as well as to the methods, techniques, models, databases, software and know-how used by the Provider, are vested in the Provider or its

licensors and are not transferred under the Agreement, unless expressly agreed otherwise in writing.

11.2 After full payment of the Fee, the Client obtains a non-exclusive, non-transferable right to use the Materials supplied to it for internal purposes within its own organisation. Use by Affiliates or at multiple locations, brands or venues is only permitted if this has been stated in the quotation or agreed in writing.

11.3 Without the Provider's prior written permission, the Client may not edit, reproduce, publish or make available to third parties any Materials, in whole or in part, via any medium whatsoever, whether or not for a fee. The Client may not remove or alter any indication of rights on the Materials.

11.4 Sessions, workshops, masterclasses and lectures may only be recorded, streamed or broadcast (in whole or in part) with the Provider's prior written permission. If permission is granted, the agreed conditions on use, duration and distribution apply. Unless agreed otherwise, the slides may not be distributed to participants or third parties.

11.5 The Provider is entitled to use the knowledge and experience gained during the Assignment for other purposes, provided that no confidential information of the Client is disclosed.

11.6 The Provider may mention the Client's name and logo as a reference and may describe the Assignment as an anonymised case, without disclosing confidential information. If the Client does not want this, it can inform the Provider in writing. Publication of a non-anonymised case or of results only takes place with the Client's prior approval.

Article 12 - Compliance

12.1 Both parties shall comply with applicable anti-bribery and anti-corruption laws and shall not offer, give or accept any improper payment or advantage in connection with the Agreement.

12.2 Both parties shall comply with applicable sanctions and export control regulations. The Provider is entitled to suspend or terminate the Agreement with immediate effect if performance would violate such regulations, without being liable for any compensation.

Article 13 - Termination

13.1 If:

a. the Client has not fulfilled its payment obligations towards the Provider, or has not done so on time or in full;

b. the Client files for bankruptcy, is declared bankrupt, applies for a suspension of payments or a comparable procedure under the law of its country;

c. a decision is taken to liquidate the Client or to terminate the Client's business activities;

d. the Client, despite a notice of default setting a reasonable period for compliance, still fails to fulfil its obligations towards the Provider,

the Client shall be in default by operation of law. In that case, the Provider is entitled to terminate the Agreement in whole or in part with immediate effect, to refuse further participation by the Client and/or participants designated by the Client, or to suspend its obligations. This is without prejudice to the Provider's other rights under the law. The Provider is then not obliged to refund amounts already

paid or to pay compensation, and all amounts owed by the Client become immediately due and payable.

13.2 Upon termination of the Agreement, provisions which by their nature are intended to continue to apply shall remain in force, such as the provisions on liability, confidentiality, intellectual property, and governing law and disputes.

Article 14 - Transfer

14.1 The Client hereby gives its consent in advance to the Provider transferring its legal relationship with the Client, including all rights and obligations under the Agreement, to a private limited company (besloten vennootschap) incorporated by or affiliated with the Provider that continues the Provider's business. The Provider will inform the Client of such a transfer in writing. After the transfer, these General Terms and Conditions remain applicable in full.

14.2 The Client may not transfer its rights and obligations under the Agreement to a third party without the Provider's prior written consent.

Article 15 - Governing law and disputes

15.1 All Agreements are governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG, Vienna Convention) does not apply.

15.2 If the Client is established in the Netherlands, in another member state of the European Union, or in a state party to the Lugano Convention (Switzerland, Norway, Iceland), all disputes arising from or in connection with an Agreement shall be submitted exclusively to the competent court of the District Court of Zeeland-West-Brabant, location Breda, the Netherlands. The Provider may also submit a dispute to the competent court of the Client's place of establishment.

15.3 If the Client is established in any other country, all disputes arising from or in connection with an Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The arbitral tribunal shall consist of one arbitrator, the place of arbitration shall be Amsterdam, the Netherlands, and the proceedings shall be conducted in English. Notwithstanding the above, the Provider may choose to bring a claim for payment before the competent court of the Client's place of establishment.

15.4 Before initiating proceedings, the parties shall first make a reasonable effort to resolve the dispute amicably through consultation.

Article 16 - Amendments and language

16.1 The Provider is entitled to amend these General Terms and Conditions. Amendments apply to Agreements concluded after the amended version has been made available to the Client, and do not affect Agreements already concluded, unless the Client agrees otherwise in writing.

16.2 These General Terms and Conditions are available in Dutch and in English. The English version applies to Clients established outside the Netherlands. In the event of any discrepancy or difference in interpretation, the English version shall prevail for those Clients. Dutch legal concepts referred to in this version shall be interpreted in accordance with Dutch law.