

## **GENERAL TERMS AND CONDITIONS Mothers and Others L.L.C.-FZ**

Mothers and Others L.L.C.-FZ (further mentioned as M&O) is registered at the Meydan Free Zone in Dubai, UAE, with registration number 2311912.

### **Article 1. Definitions**

1. Assigning party: any person or legal body who/which signs a contract with M&O or with whom M&O is negotiating to conclude a contract.
2. Client: the person who participates at M&O in a coaching, support or advisory track, a workshop or training or similar activities, on request or by order of the Assigning party.
3. Assignment: every order of Assigning party in any form whatsoever.
4. Contract: every Contract concluded between Mothers and Others and Client, each adjustment or addition, as well as each (legal) activity to execute the Contract and in retrospect all (legal) actions to sign into the Contract
5. Services: All products and Services M&O delivers to Client which are ordered or which M&O performs because of other reasons, all in the broadest sense of the word, also included all activities which are not explicitly executed on request of Client.
6. Documents: all goods Client puts at the disposal of M&O, including documents and data storage devices, as well as all goods, including documents and data storage devices, which M&O has produced in view of the execution of the Assignment.

### **Article 2. Applicability of these conditions**

1. These general conditions apply to all contracts concluded by M&O, their realization and all quotations and order confirmations made by M&O.
2. Deviations from these conditions are only valid if expressly confirmed by M&O in writing.
3. These general conditions also apply to each Contract for which execution M&O enlist a third party.
4. These general conditions are also fully applicable to all additional Assignments and sequel Assignments from Client.
5. Eventual purchase - or other general conditions of Client are not applicable, unless expressly accepted in writing by M&O and insofar they are not in defiance of the present conditions. In case of possible contradictions, the general conditions of M&O prevail.
6. In case one or more clauses in these general conditions are void or nullified, all other clauses of these general conditions remain in full force. Client and M&O will consult together to agree on a new clause which will replace the void or nullified clause, in accordance with the purpose and intention of the original clause.
7. Upon request M&O will provide a free copy of these general conditions. These conditions can also be downloaded from the M&O website.

### **Article 3. Quotations and realization of the Contract**

1. The quotations M&O drafts are without engagement, unless otherwise stated. M&O can only be bound to a quotation if Client has accepted the quotation and confirmed this to M&O within a period of one month without any prejudice or adjustments.
2. Prices in the mentioned quotations are VAT excluded, unless otherwise stated.
3. M&O can charge each change of factors which may influence the prices and fees of M&O, among which prices of third parties, exchange rates, insurance costs and other levies or taxes to Client.
4. Quotations are based on the information M&O has available.
5. The Contract will be concluded if Client accepts the quotation as mentioned in Article 3.1. Client and M&O also have concluded a Contract if M&O confirms in writing an agreement made between Client and M&O and Client does not dispute in writing its correctness within ten working days or – if this term is shorter, before start of the activities.

### **Article 4. Data Client**

1. Client must put at M&O's disposal all data and documents in due time, complete and correct, which M&O indicate are needed or Client can reasonably understand are needed for the proper execution of the Contract.
2. M&O is entitled to postpone the execution of the Assignment and/or charge the extra costs because of this delay to Client in accordance with M&O's usual rates, until the moment Client has met his obligations as stated in clause 1.
3. In case and insofar Client requests, all documents put on hand will be returned immediately to Client upon termination of the Assignment or, if possible, even during the Assignment.

### **Article 5. Execution of the Contract**

1. M&O defines the way the Assignment is executed. The Contracts concluded between M&O and Client obliges M&O to deliver to her utmost endeavors. M&O is expressly not obliged to delivery any result. M&O is obliged to meet her obligations as is required in accordance with professional standards and carefulness.
2. At all times M&O is entitled to have certain activities executed by third parties or enlist the assistance of third parties, whenever M&O is of the opinion that such is necessary or useful. M&O will timely inform Client in such event.
3. When M&O gets the Assignment to execute (part of an) Assignment in cooperation with a third party, Client will define in consult with all parties involved what everybody's task will be.
4. M&O will not accept several liability or liability for the execution of the task and related activities by the third party.

5. If for the conclusion of certain activities by M&O a specific period of time is agreed, this is not a fatal term, unless otherwise agreed. Exceeding this agreed term is therefore not considered an accountable failure for M&O. Client cannot dissolve the Contract for this reason and is not entitled to any compensation. However, in case of exceeding the agreed term, Client can set a new, reasonable term, in which M&O must execute the Contract. Exceeding this new term may give Client a reason to dissolve the Contract.
6. Insofar the execution of the Contract will result in material items for Client, not including notes or such made by M&O during the execution of the Contract, these material items are at Client's risk on the moment of delivery.

### **Article 6. Client**

1. Client will, insofar necessary for the execution of the Assignment, honestly and openly contribute to the meetings with M&O and dedicate himself to achieving the best results during the coaching, support or advisory track or during the workshop, training or similar activities to be attended. Client will be fully responsible, fully appreciates and will take full authority for his own behavior and its consequences, both during the time Client and M&O spend together as afterwards. Furthermore, Client will attend the sessions at the agreed time and place, make notes when necessary and meet all eventual agreements made during the sessions between Client and M&O.
2. M&O is entitled to inform Client if Client does not show up or not show up in time, does not meet the agreements made with M&O or does not do his utmost to gain the best result during the coaching, support or advisory track or during the workshop, training or similar activities to be attended, with due observance of full secrecy with respect to all information shared in confidence during the coaching, support or advisory track or during the workshop, training or similar activities to be attended.
3. The coaching-, advisory- and support tracks are not specifically focused on determining any clinical syndrome. In case M&O suspects any issues or syndromes during the coaching, advisory or support track, which does not belong to the sphere of work or expertise of M&O, M&O will inform Client that a consult elsewhere is recommended.

### **Article 7. Duration and termination of Contract**

1. The Contract concluded between M&O and Client is valid during the period stated in the Contract. M&O considers this period necessary for delivering the activities required.
2. If the Contract concluded between parties refers to more than a once-only delivery of a service, the contract is considered to be concluded for an indefinite period of time, unless expressly otherwise stated in writing.
3. Both parties can terminate the Contract in writing, unless otherwise agreed upon in writing. If the duration of the Assignment is one year or longer or indefinite, both parties must observe a notice of at least 3 months, unless otherwise agreed upon in writing. In case the duration of the Assignment is shorter than one year, termination can be effected immediately. Prepaid fees may be refunded if possible, unless otherwise agreed upon in writing.

### **Article 8. Change Contract**

1. In case during the execution of the Contract it appears necessary to change the activities to be conducted, for a proper execution, parties will mutually and timely adapt the Contract in writing and undersign same.
2. If parties agree, the Contract will be adapted or completed; the time of completion of the activities or the execution can be affected. In such case M&O will inform Client as soon as possible
3. If change or completion of the Contract has financial or qualitative consequences, M&O will inform Client in advance. If in such case Client does not object in writing against these consequences within ten working days or – if this term is shorter, before start of the activities, Client is considered to agree.
4. If a fixed fee is agreed, M&O will indicate to what extent the adaption or completion of the Contract will result in exceeding this fee. Furthermore the conditions as mentioned in 8.3 are applicable.

### **Article 9. Secrecy**

1. Parties are obliged to maintain secrecy towards third parties about all confidential information they receive from each other or from other sources within the scope of the Contract, except for the eventual legal or other governmental obligation to reveal certain data. Information is considered confidential upon indication of the other party or as a result of the nature of the information.
2. Information with respect to Client will only be shared with third parties, regardless the way it is laid down or transferred, after Client has noted its contents and has given his written consent to share the information, unless otherwise defined by UAE law. Therefore M&O cannot be held liable if she reports illegal issues to legal authorities
3. M&O will not externally refer to the Assignment without consent of the Client.
4. In contravention of clause 3 of this article, M&O is entitled to use obtained figures for statistic comparison or similar purposes, provided these results cannot be referred to individual Clients or Clients

### **Article 10. Intellectual property**

1. Insofar copy rights, trademarks, trade names or other rights of intellectual property are vested in the services rendered by M&O for the execution of the Contract; M&O is and remains the holder, respectively owner of these rights. Client may only use the material carriers of these rights for the purpose for which they are provided to client. They may not be multiplied, revealed or exploited and copy rights, trademarks, trade names and other indicators may not be changed or removed.
2. M&O preserves the right to use the knowledge, obtained during the execution of the activities for other purposes, provided no confidential information is revealed to third parties.

**Article 11. Electronic communication**

1. During the execution of the Assignment M&O and Client or Client can communicate with each other by means of electronic communication
2. M&O and Client or Client are not liable towards each other for damage which may eventually arise at either party as a result of the use of electronic means of communication, including but not limited to damage as a result of non-delivery or delay in delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/devices used for sending, receipt or processing electronic communication, transfer of viruses and not or not properly functioning of the telecom network and other means, necessary for electronic communication, except for insofar damage is a result of malice or gross fault.
3. Both Client, Client and M&O will each do their utmost to prevent the occurrence of aforementioned risks.

**Article 12. Force Majeure**

1. If M&O cannot meet her obligations of the Contract in time or in good order as a result of a cause which is not imputable to her, including but not limited to stagnation in the normal course of affairs in her company, the obligations will be suspended until the moment M&O is able again to meet her obligations in the agreed way
2. In the situation as described in art. 12.1 Client is entitled to partially or wholly terminate the Contract with immediate effect in writing, without M&O owing further compensation. Prepaid fees will be refunded if possible, unless otherwise agreed upon in writing.

**Article 13. Fee and expenses**

1. M&O's fee consists of a prepaid fixed amount per Contract, resp. per service delivered and/or can be calculated based on rates per time unit worked
2. All fees are exclusive travel and other expenses made for Client, among others but not limited to invoices of third parties enlisted, unless otherwise agreed
3. M&O can ask Client before start of the Contract and during the course of the Contract to pay a reasonable advance with respect to fees Client is due or will be due and/or expenses which have to be paid on behalf of Client. At the moment M&O has asked for a reasonable advance, M&O is entitled to postpone her activities until the moment Client has paid the advance to M&O or has left a deposit.
4. M&O reserves the right to annually adjust the agreed fees because of adjustment of the general price index and governmental measures

**Article 14. Payment and in default**

1. Unless otherwise agreed upon in writing, payment has to take place within 14 days upon invoice date in the way M&O has stated and in the invoiced currency. Payment will take place without deduction, settlement, compensation or delay, for whatever reason.
2. If Client has not paid the amounts due at last on the expiry date, he will automatically be in default, without further notification required. In case of default M&O is entitled to immediately stop or suspend all activities for Client. In such case M&O does not owe Client any compensation
3. In case of default Client owes a delay interest for the open debt equal to the legal interest rate, effective the date this debt should have originally been paid in conformity with article 14.1.
4. In case more Clients are at stake, each Client is severally liable towards M&O for payment of the total invoice amount, if the activities are all executed for all these Clients.
5. In case of liquidation, bankruptcy or suspension of payment of Client, M&O can immediately claim all debts and Client's obligations towards M&O.
6. Payments from Client will first settle the interests and costs due and secondly the invoices due, starting with the oldest invoice, even if the Client states his payment refers to a more recent invoice.
7. If M&O is requested to perform a more than usual effort to execute the Contract, M&O can demand payment or a deposit, equal to this amount, before start of the activities.

**Article 15. Collecting charges**

1. In case M&O decides to start a legal collection procedure, because of non-payment of one or more invoices Client must pay, besides the client amount of the invoice(s) also all reasonable judicial and extrajudicial costs, among which costs of debt collecting agencies, costs and fees of bailiffs, lawyers, even if these will exceed the adjudication for costs of a suit. The compensation for judicial and extrajudicial costs amounts at least to 15% of the client invoice amount due or the maximum amount due, based on legislation.

**Article 16. Liability**

1. M&O is obliged to meet her obligations on account of the agreement as yet, in case of accountable failure.
2. Except provisions of compelling law, M&O's liability is always limited to the invoice amount Client is due to M&O in consideration of the Assignment.
3. To compensate any indirect damage of any nature, suffered by Client. M&O is not liable for actions of Client resulting in damage to Client or third parties. By signing this agreement, Client declares to accept full responsibility for above or similar actions.
4. In contravention of Art. 16.2, in case of an Assignment with a duration of over six months, liability is only limited to the invoice amount due over the last 6 months, with a maximum of AED 20,000.

5. M&O is not liable for damage Client and/or Client may suffer, of any nature, in case M&O used incorrect or incomplete data, provided by Client, unless these incorrect or incomplete data was so obvious M&O could or should easily note this.
6. M&O will exercise the greatest care in selecting third parties, like counselors, professionals or service companies, who are not employed at M&O. M&O is not liable for eventual mistakes or failures towards Client and/or Client. In such case Client must directly hold this third party liable and recover eventual damage from this third party.
7. M&O or third parties, M&O involves or has already involved in the coaching of the Client, will not give, or use means, methods and techniques or instructions or have situations arisen, which may limit or negatively influence Client in perceiving, analyzing and judging threatening injury for Client in whatever way. If Client may sustain injury, M&O nor involved or to be involved third parties are liable in no way, as long as the damage is demonstrably not directly imputed to M&O.
8. M&O is always entitled if and insofar possible to compensate or repair the Client's damage, if M&O can be demonstrably blamed for this damage
9. If Client and/or Client did not put any eventual claim towards M&O before court within one year from discovering the damage, this claim will be void after one year.

**Article 17. Cancellation/termination of the Contract**

1. M&O is, in deviation of Article 7 and next to Article 14, entitled to terminate the Contract with immediate effect, without legal intervention, by means of a registered written notice to Client, if Client remains in default in settling M&O invoice within 14 days after written reminder, or if any obligation, deriving from this Contract, is not or not sufficiently met by Client within 14 days after a written reminder.
2. Both Client and M&O can terminate the Contract with immediate effect, by means of a registered letter, if the other party is in suspension of payment or is declared bankrupt.
3. M&O is entitled to cancel without reasons given the coaching, advisory and/or support track or refuse Client or Client's participation to a workshop and/or training, in which case Client is entitled to receive a refund of the amount paid to M&O, under deduction of a reimbursement for any services rendered by M&O, until the date of cancellation.
4. Client is entitled to timely cancel his participation to, or an Assignment for, the coaching, advisory and/or support track or workshop and/or training, by means of a registered letter (under consideration of art. 17. 5.), in which case Client is entitled to receive a refund of the amount already paid to M&O, unless it is explicitly agreed upon in writing that refund of the amount is not possible.
5. If the Client cancels the coaching, advisory and/or support track or the workshop and/or training within 5 working days before start of the activity in question, Client has to pay 100% of the costs for the cancelled hours or of the client amount agreed. In case of cancellation in more than 5 working days, Client owes 50% of the costs of the cancelled hours or of the client amount agreed, or a reasonable compensation for the costs M&O already made, depending which amount is higher
6. If Client or Client's Client terminates the coaching, advisory and/or support track or the workshop and/or training between times, or does not properly participate in these activities, Client will not have any right to receive a refund of prepaid amounts. Client must pay in full for all services M&O already delivered, but Client did not pay yet.
7. A private/individual support- or coaching meeting can be cancelled or postponed at no charge up to 48 hours before the appointment. If the appointment is cancelled or postponed within 48 hours, M&O is entitled to charge the full amount of this meeting. Missed appointments will be fully charged.
8. Client is due 100% of the total agreed client amount if he will not make use of the agreed services of M&O during the duration of the Contract.

**Article 18. Personal data**

1. By concluding a Contract with M&O, M&O gets permission to automated process all personal data as stated in the Contract. M&O will only use these data for her own activities

**Article 19. Applicable law**

1. On each Contract between M&O and Client, UAE law is applicable

**Article 20. Modification of conditions**

1. M&O can modify these conditions with a simple announcement to Client. Client can protest within 10 days after this announcement. If not, the modified conditions come into force as per date of announcement and apply to all new and current Contracts; insofar these current Contracts are executed after the date of announcement.

Established in Dubai on November, 2023.