

Whereas

- GamingWorks is the copyright owner of a number of Simulation Games, which includes the simulation game as listed on the GamingWorks website, hereinafter referred to as: "*the Simulation Game*";
- The Partner wishes to acquire the use of the aforementioned Simulation Game and GamingWorks is prepared to allow the Partner the right of use under the following terms and conditions;
Whereas the Partner intends to solely utilize the Simulation Game by entering into agreements for its (their use) with Customers, as defined herein, providing for said use.
- The Parties have agreed to what is stipulated in these Terms & Conditions and the accompanying Appendices;

NOW IT IS HEREBY AGREED AS FOLLOWS:

Clause 1 : Definitions

This Clause of this Contract stipulates that words indicated by a capital letter have the following meaning:

Appendix (Appendices): Any documents attached to the Contract form are part of the Contract and are providing the details of the agreements made under the Contract.

Area: The area for which a non-exclusive License is granted to the Partner, also referred to as Tier.

Certified Trainer: The Trainer or Trainers who, to the exclusion of others, is authorized to be in charge of the Simulation Game for or on behalf of the Partner or Customer. To become a Certified Trainer, aspirant trainers must follow a Train the Trainer program from GamingWorks. The costs for this Train the Trainer is at the Partner or Customer and mentioned in "Partner Level Agreement" or "Pricing Agreement".

Client: A Client is the customer of a Partner. A Client is the employee of a Customer.

Customer: Legal entity that wishes to acquire the use of the aforementioned Simulation Game for use within its own company and GamingWorks is prepared to allow the Customer the right of use under these standard terms and conditions;

Whereas the Customer intends to solely utilize the Simulation Game by entering into agreements for its own use, as defined herein, providing for said use.

Or a third Party with whom Partner shall contract for the use of the game. The Customer's employees and contractors shall be the participants in each game.

Contract: The present General Terms and Conditions and the Partner Level Agreement (in case of a Partner relationship) or Pricing Agreement (in case of a Customer relationship).

Final Delivery Date: The date on which all Game Materials and Game Case are delivered to Partner in usable form.

Game Case: Case containing re-usable material for the Trainer necessary to run a simulation, also called (Instructor) Box.

Game Materials: Means all materials necessary to run and complete all games referred to herein including the Game Materials. This may also include a Game License Key.

Game License Key: A digital code that gives access to the Online Teacher Tool and enables the Trainer to run the game during one day. This digital code represents the right to use the Simulation Game one time, as mentioned under "License".

GamingWorks: GamingWorks is the copyright owner of a number of Simulation Games, which includes the simulation games as listed on the GamingWorks website, hereinafter referred to as "the Simulation Game";

License: The right to use the Simulation Game one time, i.e. to play the game with one team.

License Fee: The fee that the Partner is obliged to pay to GamingWorks for the use of the Simulation Game as described in the "Partner Level Agreement" or "Pricing Agreement".

Online Game: The Simulation Game, facilitated in an online environment.

Partner: Legal entity that wishes to acquire the use of the aforementioned Simulation Game and GamingWorks is prepared to allow the Partner the right of use under these standard terms and conditions;

Whereas the partner intends to solely utilize the Simulation Game by entering into agreements for its (their) use with Customers, as defined herein, providing for said use.

Simulation Game: The Simulation Game, consisting of a case with materials that can be used several times ("the Game Case") as well as Game Materials that can be used only once, such as playing cards, a script, student manuals and assessment forms ("Game Materials").

Third party: Means any person/entity other than the parties to this Agreement.

Update(s): New version(s) of the Simulation Game;

Clause 2 : **License**

- 2.1. GamingWorks grants the Partner (or Partner's Clients) a non-exclusive and non-transferable right to use the Simulation Game in the Area and this right is accepted by the Partner.
- 2.2. The right that is granted to the Partner in accordance with the preceding Sub-clause, will give the Partner the right to the single use of the Simulation Game for one group of participants (= one team) per license. The maximum number of participants depends on the type of simulation and is described in the appropriate Teacher Manual for that simulation.
- 2.3. The Game Case will be the property of GamingWorks at all times and a right of use is granted to the Partner for the use of the Game Case. The Partner must maintain the Game Case with due care and diligence. GamingWorks will provide regular updates for the Game Case. The Partner or Customer is responsible to update the Game Case to keep it up to date.
- 2.4. The Partner must obtain a new License for each Simulation Game. GamingWorks will send the game materials and the invoice eight business days after having received and accepted an electronic Order Form.
- 2.5. The Partner has the non-exclusive right to have the Simulation Game performed by a Certified Trainer.
- 2.6. The following documents are part of the Contract:
Partner Level Agreement or Pricing Agreement and General Terms and Conditions.
The provisions of these General Terms and Conditions shall prevail in the event that there are any contradictions between these Terms and Conditions and the Appendices at any time.

Clause 3 : **Materials**

- 3.1. The Game Case will be the property of GamingWorks at all times and a right of use is granted to the Partner for the use of the Game Case. The Partner must maintain the Game Case with due care and diligence. GamingWorks will provide regular updates for the Game Case. The Partner or Customer is responsible to update the Game Case to keep it up to date.
- 3.2. GamingWorks will provide Updates as they become available. The provisions of this Contract apply in full force to such Updates.
- 3.3. It is the Trainer's responsibility to take care of the Game Case and to check it for completeness immediately after finishing the Business Simulation. Any missing cards can be ordered at the GamingWorks office. Applicable Shipment cost for missing cards might be charged to Partner.

Clause 4 : **Term of the Contract**

- 4.1.a This Contract is taking effect from the date of assignment as a new Partner or placing an order and, subject to the provisions of this Clause 4-Term of the Contract, is effective until further notice.
- 4.1.b The Partner Level Agreement or Pricing Agreement is valid for the period of one year. Near the end of each period the number of Licenses purchased by the Partner will be reviewed to stipulate the Partner's level or pricing for the next period based on the actual GamingWorks Partner Model. If, based on this review, the Partner level will change, GamingWorks will inform Partner about the contract renewal. If the Partner level is not subject to change, the contract will be tacitly renewed for another period of one year.
- 4.2. This Contract, notwithstanding any other provisions of this Contract, is terminable if one Party notifies the other Party of the intention to cancel the contract, this by means of a registered letter no later than three months before the intended expiry.
- 4.3. In the event that one Party fails to meet the obligations in this Contract, the other Party shall notify one Party by means of a registered letter, and one Party shall correct the failure as soon as possible and at the latest within 30 days from the receipt

of the letter. If one Party fails to correct the failure within this timeframe the other Party has the right to terminate the Contract immediately.

- 4.4. In the event that one Party fails to meet the obligations in this clause (4.4) the other Party has the right to terminate the Contract immediately.
- a. One Party is declared bankrupt or insolvent or otherwise unable to pay their debts as they fall due;
 - c. The Partner fails to meet the obligations of clauses 10.2-Conditions of Use, 11-Prohibitions to transfer and sublicense and 14.1-Confidentiality and fines;
- 4.5. In the event that this Contract terminates for whatever reason, the Partner is obliged to stop using and/or selling the Simulation Game and to return the Simulation Game consisting of the Game Case(s) as well as any game materials provided to the Partner to GamingWorks without delay. The Partner has the right to fulfil all Customer contracts signed before the termination date.

Clause 5 : License Fee

- 5.1. The License Fee as defined in the “Partner Level Agreement” or “Pricing Agreement” is payable for each License.
- 5.2. GamingWorks has the right to alter the amount set for the License Fee at the beginning of the following year upon 90 days prior written notice to the Partner provided that such percentage rise shall not exceed the inflation rate and is considered to be reasonable.

Clause 6 : Invoicing

- 6.1. Invoicing of the products and services will take place after every order and delivery according to the contract. The License Fee mentioned is excluding the postage and packaging costs.
- 6.2. Postage and packaging costs will be mentioned separately on the invoice.

- 6.3. The Partner must pay GamingWorks the License Fee within thirty days after the invoice date. Any agreement in the “Partner Level Agreement” will overrule this Clause 6.3.
- 6.4. The Partner will owe the statutory (commercial) interest rate upon notice of default in the event that the Partner does not pay any outstanding amounts within the agreed time-limit.

Clause 7 : **Postage and packaging costs**

- 7.1. Transportation fees will be calculated according to the daily rate of the transporter or mail service.
This fee can vary depending on the type of game ordered and the associated weight of the material.
Any customs declaration costs, taxes and import duties have to be paid by the receiver.
- 7.2. GamingWorks has the right to adjust the postage and packaging costs every year in January and July.
- 7.3. Any customs declaration costs, taxes and import duties have to be paid by the receiver.

Clause 8 : **Delivery of materials and services**

- 8.1. The Partner must obtain a new License for each Simulation Game. GamingWorks will send the game materials and the invoice eight business days after having received and accepted an electronic Order Form.
- 8.2. Any delivery dates that are mentioned are an indication only and the Partner cannot derive any rights from these. However GamingWorks will receive a Performance Date from Partner which will establish the final date by which the required elements as ordered by the Partner must be received. In the event that the ordered materials are not received by this date, Partner will have no financial obligation to GamingWorks at all.

8.3. A GamingWorks game leader can be hired per day. Please contact the GamingWorks office for actual pricing.

8.4. For flights longer than 9 hours GamingWorks can ask for Business Class flights.

8.5. Cancellation Rules

In case of Train-the-Trainer events or for hiring GamingWorks trainers the following cancellation rules apply:

If cancellation takes place by partner 10 days before the actual Train-the-Trainer or simulation, no costs are involved.

If cancellation takes place by partner between 5 and 10 days before the actual Train-the-Trainer or simulation, we will charge flight and accommodation costs or rebooking costs (if rebooking is possible)

If cancellation takes place by partner within 5 days of the actual Train-the-Trainer or simulation date, we will charge flight, accommodations and Train-the-Trainer fee or Trainer fee.

In case GamingWorks cancels the Train-the-Trainer or simulation within 5 days of the actual Train-the-Trainer, we will endeavour to find a replacement Trainer.

These cancellation rules are not applicable if the cancellation is due to circumstances known as Force Majeure.

Clause 9 : **Marketing and Sales**

9.1. The Partner will perform its reasonable endeavours to provide for as many Simulation Games as possible (and to purchase licenses for this reason) within the Area.

9.2. The promotion, the dealing with clients, the provision of the Simulation Game and the use of trade names, brand names and imaging for the Simulation Game shall be carried out in accordance with the views of GamingWorks. These views are:

- GamingWorks is focused on people and people's behaviour
- GamingWorks is focused on learning and developing
- Simulation Games are instruments to support personal and organisational development
- Learning and teaching must be fun

- 9.3. GamingWorks will perform its reasonable endeavours to support any selling efforts by the Partner and by providing:
- a. Publicity material about the Simulation Game;
 - b. Attendance of exhibitions and conferences;
 - c. Publicity manifestations (banners) on the GamingWorks website which currently is: www.gamingworks.nl under the following terms and conditions:
 - A. The Partner will pay GamingWorks for any agreed travelling and overnight costs that relate to the attending of exhibitions and conferences that are required by the Partner. In the event that these activities take up more than half a day, the additional time will be charged. Part of a day is considered to be a whole day.
 - B. For the term of the Contract the Partner will obtain on the website:
 - under the button "partners" a logo of the Partner will be placed with a hyperlink to the Partner's own website;
 - a list of Certified Trainers.

- 9.4. The Partner shall only market the Simulation Game under the GamingWorks current trade names, logos and imaging, designations and slogans.

Without prior written approval and as far as the GamingWorks trade names, logos or imaging, designations and slogans are concerned, the Partner is not allowed to change or modify these in any way.

- 9.5. The Partner acknowledges that any rights relating to the following items: trade names, logos and imaging, designations and slogans for the Simulation Game, shall be vested in GamingWorks. Without express written permission from GamingWorks, the Partner or any Third Party is prohibited from using the aforementioned items or any other items that resemble these or look similar after the termination of this Contract.

- 9.6. Demo/Promo-licenses
- Partners can contact GamingWorks to discuss marketing and sales initiatives. Based upon the initiative and the potential spin-off business GamingWorks is prepared to make available free demo licences.

Clause 10 : **Conditions of use**

- 10.1. During the term of the Contract the Partner is allowed to use the Simulation Game one single time for each License.
- 10.2. The License as defined under the provisions of Sub-clause 2.1-License is granted under the following restrictions:
 - a. it is prohibited to the Partner to sublicense or distribute the Simulation Game to any third party (other than to a party that is a subsidiary company, parent company or subsidiary parent company of the Partner);
 - b. It is prohibited to the Partner to alter or to adapt the Simulation Game;
 - c. It is prohibited to the Partner to make copies of the Simulation Game and or the Game materials or to publish them, it is also prohibited to develop a similar product for which the Partner is licensed (as mentioned on the GamingWorks website (www.gamingworks.nl/partners));
 - d. It is prohibited to the Partner to remove any designations concerning copyrights, brands, trade names or other (intellectual) property rights from the Simulation Game.
- 10.3. GamingWorks is entitled to reasonably check whether the Partner uses the Simulation Game in the manner agreed upon under the terms and conditions of the Contract.
- 10.4. Subject to any applicable laws relating to Data Privacy and/or Data Protection, the Partner expressly agrees with the fact that the details stated on the evaluation forms can be used by GamingWorks for marketing purposes unless otherwise expressly indicated on such evaluation forms. Any details relating to the Partner will naturally be treated confidentially and GamingWorks will only use the name of a Partner for marketing activities after express permission from the Partner and the client involved.
- 10.5. Subject to any applicable laws relating to Data Privacy and/or Data Protection, the Partner expressly agrees with the fact that the details stated on the Company Information Form can be used by GamingWorks for account management, order processing, product delivery, invoicing and product or services related communication.

Clause 11 : **Prohibition to transfer and Sub-License**

- 11.1. The Partner is prohibited from transferring any rights arising from this Contract to a third party other than its Client or to transfer any copies of the Simulation Game and/or the Game materials to a Third Party. Third Party is defined as a company which is not controlled (directly or indirectly) by Partner and does not include Client, its employees and its independent contractors.
- 11.2. The Partner is prohibited from having the Simulation Game used by a Third Party.
- 11.3. The Partner is prohibited from granting Sub-Licenses for the Simulation Game to a third party other than use by a Client.

Clause 12 : **Intellectual property rights**

- 12.1. The Game Case, the Game Materials and online Game facilities provided to the Partner shall remain the property of GamingWorks. The Partner ensures that these objects will remain in good condition and will also be returned as such to GamingWorks at the end of the Contract.
- All intellectual property rights relating to the Simulation Game shall remain vested in GamingWorks.
- 12.2 Any Intellectual Property rights obtained by GamingWorks from third parties for its own use and marketing will not be distributed to GamingWorks Partners.
- GamingWorks will support the Partner by providing images or customized brochures that are free of rights.

Clause 13 : **Liability**

- 13.1. One Party will never be liable for any indirect damage incurred by the other Party and this includes consequential damage, immaterial damage, company damage, loss of orders, loss of profits and suchlike. The maximum amount is limited to the costs of one license.
- 13.2. Without prejudice to the provisions of Sub-clause 12.1-Intellectual property rights neither Party will be liable for any damage arising from the use of the Simulation Game regardless whether this use was in accordance with the rules and regulations.

13.3. GamingWorks guarantees that the Simulation Game do not infringe on any applicable right to intellectual property of third parties and also that the use of thereof is not wrongful in respect to third parties. GamingWorks indemnifies Partner against any claims by third parties in this matter.

13.4. GamingWorks is not liable for any claims on IP that was added by Partner other than the materials as distributed by GamingWorks.

Clause 14 : **Confidentiality and Fines**

14.1. If the Partner fails to comply with 10.2-Conditions of Use, 11-Prohibition to transfer and sublicense, 13-Liability or 14.1-Confidentiality and fines, GamingWorks can claim a reimbursement comparable to the directly resultant losses subject to clause 13 above. If the Parties cannot reach an agreement about the resultant losses, the dispute is a legal matter which can be settled according to Clause 16-Applicable law and disputes.

Clause 15 : **Final Provisions**

15.1. Clauses 12-Intellectual property rights, 13-Liability, 14-Confidentiality and Fines and 15-Final Provisions continue to apply after termination of the Contract for 3 years. Contract can be terminated at any time, without any further consequences for both parties.

15.2. Any Partner general terms and (purchasing) conditions are expressly dismissed.

Clause 16 : **Applicable law and disputes**

These Terms and Conditions and any resulting Contracts are governed by the laws of The Netherlands. The Court of The Hague has the exclusive jurisdiction over any disputes that may arise in relation to these Terms and Conditions.