

GENERAL TERMS AND CONDITIONS FOR THE EXECUTION OF COMMISSIONS

Article 1 General

- 1.1 These terms and conditions for commissions are applicable to all offers made by HumanDimensions B.V. (hereinafter referred to as HD) and all commissions, contracts or agreements entered into with HD and all legal relationships that arise from the foregoing.
- 1.2 Any deviation from these terms and conditions for commissions must be explicitly agreed in writing. HD does not accept any (general) terms and conditions from the client unless HD has agreed otherwise, explicitly and in writing.
- 1.3 Offers from HD are not binding, unless it is been determined otherwise.
- 1.4 HD has the right to terminate a commission with immediate effect should the client fail to comply with its obligations, or should an application for bankruptcy or suspension of payment have been made for the client or should the client enter into liquidation or cease its business operations.
- 1.5 HD may amend these terms and conditions of commission at any time. Any such amendment will enter into force fourteen days from the date on which the client was sent the amended terms and conditions. Should the client submit a written objection to the proposed amendment within this period of fourteen days, the original terms and conditions will continue to apply to that client.
- 1.6 A contract is entered into as soon as HD has received confirmation from the client based on an offer. This confirmation can be in the form of a letter or an e-mail.
- 1.7 In the matter of registration for academic courses, training courses, professional training, lectures and workshops, a contract has been entered into as soon as the registration form has been submitted to HD in writing or by e-mail or online and the general terms and conditions have been clearly accepted.
- 1.8 HD may apply, as an additional condition for registration for academic courses, training courses, professional training, lectures and workshops, the condition that the invoice is paid in advance. Participation is then only guaranteed once all the costs have been paid in full. This will only apply if the above is stated in the text of the advertisement.

Article 2 Offers

- 2.1 If the offer made by HD does not state a period of validity, this period will be thirty days.
- 2.2 Any offer is based on the information provided by the client.
- 2.3 The recipient of the offer may only use the HD knowledge and experience contained therein in order to make an assessment of the offer and may not make this knowledge and experience available to any third party. This is equally applicable to commissions for proposals for research.
- 2.4 The legal reflection period of 7 days after entering into a contract applies to private individuals.

Article 3 Execution of commissions

- 3.1 The client will provide full cooperation to the execution of the commissions and will make available to HD the information, materials and facilities that are required to do so. The client will ensure the safety of the employees of HD who are present in the client's company or at another location at the client's request.
- 3.2 The duration of the commission may be influenced by the extent to which the client provides its cooperation.
- 3.3 HD will carry out the work to be done to the best of its ability and judgement, and in accordance with the requirements of thorough professionalism. The obligations undertaken by HD in entering into a commission bear the character of an obligation to perform to the best of their ability. Section 7:403 of the Dutch Civil Code (commission issued to a specific person) is not applicable.
- 3.4 HD's work may consist of: preparatory work and research (such as orientation in the work place, conducting interviews, developing material, designing a training programme and analysis operations), the implementation of a programme (training, keynote lecture, workshop, work conference, dynamic presentation, game or a course of advice), meetings (substantive meetings, progress meetings and evaluation meetings), coaching sessions, team guidance, project group guidance, consultancy operations.
- 3.5.1 The client will provide a suitable training space with, as a

minimum, a flip chart. At the request of the trainer, the client will provide additional resources as stated in the offer.

Article 4 Work from third parties

- 4.1 In consultation with, and after the approval of the client, HD can make use of external trainers/advisers/actors from within its own network, in which case the commission may be carried out partially or entirely by a third party under HD's ultimate responsibility.

Article 5 Rates and payment

- 5.1 A fee is owed for the work carried out by HD, based on a portion of the day rate and/or product rate that is set down in the confirmation of the commission. A portion of the day is a morning, an afternoon or an evening. All of the rates quoted in the confirmation of the commissions are in Euros and are not including VAT or other levies required by the government.
- 5.2 Unless otherwise determined, the fee does not include the costs of any accommodation (training space, resources and/or overnight stay costs) and course material but does include travel costs and administration costs unless otherwise agreed in the offer.
- 5.3 HD retains the right to amend the rates in the interim. HD will not do this for commissions that are in progress. Should the same client renew the commission, any increase in rate may be implemented, based on a new contract and in consultation.
- 5.4 Services provided based on subsequent charging are charged per month on the basis of the rates applicable at the time of charging. If a total amount has been agreed, this amount may be invoiced as monthly payments in advance or as one amount in arrears.
- 5.5 The payment period for HD invoices, unless otherwise agreed in writing, is 21 days from the date of the invoice.
- 5.6 HD may offer services that are invoiced in advance such as participation in professional training courses, academic courses, training courses, workshops and lectures.
- 5.7 Should a participant (client) have paid the costs in advance and HD is not able to provide the service due to circumstances beyond its control, or due to a lack of registrations, the amount paid will be returned to the participant (client) within 30 days.
- 5.8 Should the client fail to pay on time, the client is automatically in default, even without notification of default, and the client is – without prejudice to the non-compliance with obligations – liable for a late-payment interest of 1% a month, which includes a portion of a month effective from the payment due date. Once HD has issued a written reminder, HD is then has the right to charge the extra judicial costs of collection in the amount of 15% of the principal sum with a minimum of € 150 – without prejudice to its rights to claim the entire costs of collection.
- 5.7 HD is authorised, at all times, to demand that the client provides sufficient security of its ability to meet its obligation to HD in advance of carrying out any (further) work for the client.

Article 6 Amendment or Cancellation of the commission

- 6.1 Should the parties agree to amend the approach, the method of working or the extent of a commission, this may influence the agreed timing of, or approach to, the commission. Only amendments that have been agreed and set down in writing are binding on both parties.
- 6.2 Should an interim amendment or delay in the agreed lead-time affect the fee or reimbursement of costs, HD will inform the client of this as soon as possible.
- 6.3 All commissions issued to HD can be cancelled in writing (letter or fax). The date of the cancellation shall be the date of the postmark or of the fax.
- 6.4 The following provisions apply to cancellations:
 - Cancellation in the period prior to six weeks before commencement of the work is free of charge, with the exception of any preparatory work already carried out and any third party costs that HD can demonstrate were incurred and that are still payable by HD.
 - Administration costs may be charged when cancelling registration for an academic course, training course, professional training or workshop, provided that this has been stated in advance on the registration form.
 - If a cancellation is too late, the full amount for the work is irrevocably due and no claim may be made for a refund.
 - Should the client suffer from serious personal circumstances

(illness, death), HD may make an exception as a matter of leniency and HD will always give such matters their full consideration. However, the client may not derive any rights from this leniency provision.

Article 7 Intellectual property, confidentiality and privacy

- 7.1 All intellectual property rights that are applicable in the matter of the models, study material, methods, techniques and instruments used by HD remain permanently with HD, unless agreements to the contrary have been made in this matter.
- 7.2 Unless explicitly permitted by HD in writing and in advance, it is not permitted to use or adapt in any manner any work that was made public or available by HD in the execution of a commission for any purpose other than that which is determined in the context of the commission.
- 7.3 The client will not remove or alter any HD credit or indication of any other right holder in the work made available.
- 7.4 Information on clients, and participants in academic courses, training courses, workshops and professional courses will not be made public, nor lent or sold to any third party.
- 7.5 Information on participants (clients) in academic courses, training courses, workshops and professional courses may be listed on a participants' list for that specific academic course, training course, workshop or professional training course. The participant (client) will be offered the opportunity to state that they do not wish this on the registration form.
- 7.6 HD commits itself to the non-disclosure of all confidential information that it may have received in the context of a contract with the client. We explicitly ask participants to do the same. Information is considered as confidential if this has been stated as such by the other party or if this arises from the nature of the information.
- 7.7 HD requires appointed third parties to sign a confidentiality agreement in which the third party also undertakes to maintain confidentiality as stated in Article 7.6.
- 7.7 During academic courses, training courses, workshops and professional courses HD will point out to participants (clients) the confidential nature of everything that they may hear from their fellow participants. Participants (clients) accept the requirements of confidentiality when they register and accept the general terms and conditions.

Article 8 Liability and complaints

- 8.1 With the exception of cases of gross negligence or intention, HD is not liable for any loss or damage suffered by the client or a third party as a consequence of any act or omission in connection with the execution of a commission.
- 8.2 HD's total liability for each event or series of events shall never amount to more than the amount owed by the client to HD for the execution of an agreement. Liability for all forms of consequential damage, which may include a loss of profit or business interruption loss, is hereby explicitly excluded.
- 8.3 The client must report any loss or damage in writing to HD as soon as possible, within 30 days of such loss or damage occurring or becoming known. Any loss or damage that is not reported within this period will not be considered for reimbursement. In any case, all legal claims against HD become void after one year, to be calculated from the day on which the relevant obligation in the contract became exigible, and/or the day on which the event that caused the damage/loss occurred.
- 8.4 The client indemnifies HD and those people working for HD against any liability towards any third party in association with the use of the information or material provided by the client to HD.
- 8.5 Any complaints must be submitted within two months after the day on which the complaint arose or was discovered. Failure to do so may mean that a complaint will not have to be taken into consideration and it will be assumed that the client has approved the execution of the contract.
- 8.6 Complaints are treated in confidentiality and receipt thereof will be confirmed in writing by HD within eight days of receipt. The complaint is saved during the period of processing and for a

further two years.

- 8.7 The complaint will be processed and HD will give the client a response within 14 days.
- 8.8 If a complaint is justified, HD will continue to carry out the work, or remedy the matter or redress the issue with the client, unless the client can demonstrate that this has in the meantime become pointless for the client. If the latter, the client must make this known to HD in writing.
- 8.9 If the client and HD are not in agreement on how to resolve a complaint or on a proposed solution, the complaint will be dealt with by an external arbitrator and, if required, so decided upon. The arbitrator's decision is binding. HD will bear the costs of the arbitrator. The external arbitrator is Ms Wanda Everts, Praktijk Everts Mediation. Tel. 06 49752757. www.evertsmediation.nl

Article 9 Inability to provide services

- 9.1 Should HD be prevented, by force majeure (such as illness) or unforeseen circumstances, from carrying out an agreement (such as a training course) at a fixed, agreed time, HD may choose to postpone the execution of the commission for the duration of the hindrance, or to terminate the agreement without being held to any payment of compensation (such as accommodation costs for example).
- 9.2 In cases of force majeure and thus not being able to provide the service at the fixed agreed time, HD will furthermore do everything possible to agree with the client the postponement, transfer of information or engagement of a replacement.
- 9.3 Under force majeure should also be understood a failure or otherwise to fulfil obligations by any third party engaged by HD.
- 9.4 The client is entitled to terminate the agreement in cases of failure to provide the service at a previously agreed time.
- 9.5 For professional training courses, training courses and workshops. HD can require a minimum number of participants. Should there be too few participants, HD is entitled to cancel. The client will be informed of this and any costs already paid will be reimbursed within 30 days.

Article 10 Specific provisions

- 10.1 If it appears that one or more of the provisions in these terms and conditions of commissions is wholly or partially void, the remaining provisions will remain in undiminished force and the void provisions will be replaced by legally valid provisions that express the parties' intentions as closely as possible.
- 10.2 HD is authorised to transfer the rights and obligations arising from the terms and conditions of commissions to an associated legal entity, in which case the other party will be informed of this in a timely manner.
- 10.3 The Dutch language version of these terms and conditions is the legally binding version. Dutch law is exclusively applicable to the legal relationships arising from the terms and conditions of commissions and the agreement(s) entered into with the client. All possible disputes that cannot be settled in an amicable manner will be initially and exclusively submitted to the District Court in the Amersfoort Court District, whilst not diminishing our right to submit the case to another authorised court or body.

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HumanDimensions B.V.
Obrechtstraat 19Bis
3572 EB Utrecht
The Netherlands

Telephone	0646634006 Jitske Kramer
E-mail	post@humandimensions.nl
Website:	www.humandimensions.nl
Chamber of Commerce	70321272 Utrecht
VAT	858260244B01
TRIODOS	NL 94 TRIO 0379 2031 62