

GENERAL TERMS AND CONDITIONS RVDB HR (LEGAL) CONSULTANCY AND HR DEVELOPMENT

1. Definitions

Rvdb: Part of the private company RaymakersKayser Personeel en Organisatie BV, located in Amsterdam Zuidoost with its office at Hoogoorddreef 54P, 1101 BE, Chamber of Commerce number 32089287, hereinafter referred to as Rvdb.

Client: The party that is providing an assignment to Rvdb or that Rvdb is rendering services to.

2. Validity of General Terms & Conditions

2.1 These General Terms & Conditions are applicable to all agreements entered into between Rvdb and the Client and to all assignments or services which are rendered by Rvdb to the Client.

2.2 These General Terms and Conditions are also applicable to all people and legal entities connected to Rvdb.

3. Establishment of Agreements

3.1 Agreements with Rvdb are established by written acceptance of the Rvdb proposal by the Client or, in the absence of a separate written proposal by verbal or informal granting of the assignment and (a commencement of) the execution of the assignment.

4. Assignments

4.1 The execution of the assignment by Rvdb constitutes an obligation to perform to the best of its abilities.

4.2 Rvdb will execute the assignment on the basis of information provided by the Client.

4.3 All assignments will be deemed to have been granted to Rvdb and not a person connected to Rvdb.

5. Provision of Information and Co-Operation

5.1 The Client will provide to Rvdb all information relevant to the execution of the assignment in a timely and complete manner. The Client will also provide a reasonable level of co-operation which is necessary for Rvdb to execute the assignment.

6. Fees

6.1 The Client is obliged to pay a fee to Rvdb on an hourly basis in accordance with the rate usually applied plus an additional charge of 5% for office costs, except in the case where a fixed fee is agreed with the Client.

6.2 In case of urgent assignments or assignments outside office hours, Rvdb will be entitled to apply a factor of 1.5 to the agreed rate.

6.3 Costs incurred by Consultants of Rvdb, such as travel expenses, rent of accommodation or equipment, or external advice, will be charged separately to the Client.

7. Invoicing and Payment

7.1 Fees and costs will be invoiced monthly at the end of the month in which the services have been rendered, with specification of the hours worked and costs incurred.

7.2 Payment of invoices by the Client is due within 14 days of the invoice date. Payments netting by the Client is not permitted.

7.3 In cases of non-payment or late payment, the statutory interest to be calculated from the due date of the invoice, as well as any debt-collecting charges, will be at the expense of the Client.

7.4 In case Rvdb deems to have grounds for it, Rvdb is at all times entitled to charge the Client an advance or to ask for security for the payment of the fee for the assignment, before executing the assignment (further).

8. Intellectual Property Rights

8.1 All intellectual property rights of Rvdb or Rvdb engaged third parties remain reserved for Rvdb or Rvdb engaged third parties, also if they have their basis in the context of work on behalf of the Client. The Client is entitled to use the work created by Rvdb and adapt them within their own company for the purpose for which they were designed.

9. Liability

9.1 If, during the execution of an assignment an event occurs that leads to a liability by Rvdb, that liability will be limited to the amount of the fee to be paid by the Client to Rvdb regarding the assignment in question, the maximum being the amount paid out under the liability insurance taken out by Rvdb in that case, plus the excess. If the damage results from an assignment that lasts longer than six months, the amount of damages is limited to the amount of the compensation for six months prior to the occurrence of the damage in question.

9.2 Notwithstanding the above provisions, in case of defects in the services rendered or deliverables by Rvdb, the Client will give Rvdb the opportunity to still deliver the correct performance. If Rvdb then renders the services correctly, no further damage claims or other sanction can be based on the initial default.

9.3 Any claims from the Client will be submitted to Rvdb as soon as possible after the damage is known, though at the latest within three months afterwards. Rights to any claims will expire one year after the claim has been known.

- 9.4 Rvdb is, except in cases of intent or gross negligence, not liable for indirect, non-material, business or consequential damages.
- 9.5 If Rvdb involves a person or legal entity that is not connected to Rvdb in the execution of the assignment, then Rvdb is not liable for errors of this person or legal entity.
- 9.6 If Rvdb involves a person or legal entity that is not connected to Rvdb and has limited its liability, Rvdb is entitled to accept that restriction on behalf of the Client.

10. Confidentiality and Privacy

- 10.1 Rvdb will not disclose confidential information and details of the Client to third parties and will demand confidentiality from employees and staff members. With regard to the assignment Rvdb will take all possible precautions to protect the Client's interests.
- 10.2 Rvdb is entitled to refer to the Client as a business relation and to include the Client in a list of business relations / Clients on the website, or published via other communications, unless the Client objects to that in writing.
- 10.3 If there is an exchange of (special) personal data in the context of an assignment, the party to whom it is transferred will treat this data confidentially as a processor/co-responsible party in accordance with GDPR/AVG and related legislation and regulations.

11. Termination

- 11.1 Either party is entitled to terminate the assignment with immediate effect in the event of bankruptcy or (request of) suspension of payment of the other party, or in case the other party falls under bankruptcy laws ('Wet Schuldsanering Natuurlijke Personen').
- 11.2 In the event of termination of an assignment, up to the moment of termination all (preparation of) work performed by Rvdb and costs incurred, or cancellation fees of third parties for rent of accommodation, staff etc. will still be charged to the Client.
- 11.3 In case of cancellation of courses, training or otherwise reserved time for appointments with the Client, which are cancelled less than 24 hours in advance, the reserved time will be charged to the Client. For courses or training that are cancelled less than 5 working days in advance, the Client will be charged 50% of the agreed fee, without prejudice to the provisions of paragraph 2.
- 11.4 In the case of coaching, courses, or training, the Client is entitled to let other people participate in the planned coaching, course, or training than the people initially registered by the Client.

12. Applicable Law and Disputes

- 12.1 Any legal relationship between the Client and Rvdb is subject to Dutch law. Only the appointed Court in Amsterdam is authorised to take note of any dispute between Rvdb and the Client, unless Rvdb accepts the authority of another Court. In case of dispute, the parties will attempt to resolve the dispute through mediation by a MfN registered mediator before the case is brought to Civil Court.

Amsterdam Zuidoost, August 2019