



General terms and conditions of delivery and payment VitalTalent Nederland

Article 1 Definitions

In the general terms and conditions, the following definitions shall apply:

- a. Client: the party giving the order.
- b. Contractor: Vital Talent Netherlands B.V.
- c. agreement: an agreement to provide courses, training and education, or the delivery of teaching materials and books, or consultancy in the broadest sense of the word, hereinafter referred to as course.

Article 2 Applicability

These general conditions apply to all legal relationships between the contractor and the client, subject to amendments to these conditions, which must be explicitly confirmed in writing by both parties.

Article 3 Establishment of the agreement

03.1 The agreement shall be concluded at such time as the contractor and the customer have signed an assignment and the documents evidencing these signatures have come into the contractor's possession, or at such time as a written confirmation or e-mail confirmation has been sent by the contractor to the (e-mail) address provided by the customer and this confirmation has been received by the customer. The confirmation shall be based on the information provided at the time by the Client and the Contractor. The said documents shall be deemed to represent the Agreement accurately and completely.

03.2 The parties shall be free to prove that the Agreement was concluded by other means. 03.3 The Agreement shall be entered into for an indefinite period of time, unless it follows from the contents, nature or tenor of the assignment given that it was entered into for a definite period of time.

03.4 With respect to the course program conducted by VitalTalent, to be defined as the open course program, the conditions as set out in 03.5 to 03.9 shall apply. registration form as issued by VitalTalent, or if the registration is done by means of the digital registration form via the website of contractor, by means of a fully completed form and confirmation of the order by client by sending the registration, whereby client has also indicated to accept the general conditions.

03.6 Registration and placement of participants will be in order of receipt of the registration form by VitalTalent.

03.7 If the number of available places per course is exceeded, the contractor has the right to cancel the customer's registration. Contractor will offer customer participation in a similar course at a different time and/or location whereby customer is entitled not to accept the modified offer.

03.8 The Contractor shall be entitled to cancel a course if, in the opinion of the Contractor, the number of registrations is insufficient. If this situation arises, consultation will take place with the client regarding the offer of a replacement course. If this offer does not satisfy the client, an immediate and full refund of the invoice paid for this course will be made.

03.9 The Contractor shall be entitled to refuse a registration if, in the Contractor's opinion, the course for which registration is sought is not considered suitable for the registrant concerned.

Article 4 Obligations of the client

04.1 The client shall be obliged to make available in good time all information and documents which the Contractor, in its judgment, requires for the proper performance of the assignment. 04.2 The client warrants the accuracy, completeness and reliability of the information and documents made available to the contractor, even if they originate from third parties, to the extent that the nature of the order does not dictate otherwise.

04.3 The client shall be obliged to inform the Contractor without delay of any facts and circumstances that may be relevant in connection with the performance of the Assignment.

04.4 If and insofar as the client so requests, the documents made available will be returned to him.

04.5 The extra costs and the extra fee resulting from the delay in the performance of the order resulting from the non-delivery, late delivery or improper delivery of the required information and documents will be for the account of the client.

Article 5 Execution of the assignment

05.1 The contractor shall determine the manner in which and by which person the granted order shall be carried out.

05.2 The contractor may only perform and charge the client for work in excess of the work commissioned if the client has given its prior consent.

05.3 If the client wishes to involve third parties in the performance of the assignment, he shall only do so after having reached agreement thereon with the contractor. The provisions of the preceding sentence shall apply mutatis mutandis to the contractor.

05.4 The contractor shall keep the client informed of the progress of the assignment. In so doing the contractor shall, if requested, provide insight into the methods it uses in the various phases of the training process.

05.5 The contractor shall keep documentation of the assignments performed in a manner chosen by the contractor, partly with a view to possible accountability afterwards.

05.6 The contractor has the right to withdraw from an assignment if, as a result of circumstances beyond his control, proper performance of the assignment is impeded (force majeure).

Article 6 Confidentiality

06.1 Unless he has a statutory duty of disclosure, the Contractor shall be obliged to maintain confidentiality vis-à-vis third parties.

06.2 The Contractor shall not be entitled to use the information made available to him by the Client for any purpose other than that for which it was obtained. An exception shall, however, be made in the event that the Contractor acts for itself in disciplinary, civil or criminal proceedings in which such information may be of importance.

06.3 Unless prior written permission has been granted by the contractor, the client shall not disclose the contents of reports, opinions or other expressions of the contractor, written or otherwise, which have not been drawn up or made with the intention of providing third parties with the information contained therein. The Client shall also ensure that third parties cannot take cognizance of the contents referred to in the previous sentence.

06.4 The contractor shall impose its obligations under this article on third parties engaged by it.

06.5 If not contrary to the provisions of Articles 6.1 and 6.2, the Contractor shall be entitled to mention the work performed to (potential) clients of the Contractor and only as an indication of the Contractor's experience, unless otherwise agreed in writing.

Article 7 Intellectual property

07.1 The contractor reserves all rights with regard to products of the mind including models, technical instruments and software which he uses or has used in the performance of the client's assignment, in so far as they arise from the law. The client is explicitly forbidden to multiply those products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of the contractor, all this in the broadest sense of the word, whether or not with the involvement of third parties, publish or exploit such products. The client is not permitted to make available to third parties tools of those products, other than for obtaining an expert opinion regarding the work of the contractor. Disclosure may take place only after written permission has been obtained from the contractor.

07.2 The client will of course have the right to reproduce documents for use in its own organization, stating the copyright of the contractor in so far as this is appropriate to the purpose of the work commissioned. In the event of interim termination of the assignment, the foregoing shall apply mutatis mutandis.

Article 8 Fees

08.1 The Contractor's fee will not depend on the outcome of the assignment given.

08.2 If wages and/or prices change after the Agreement has been concluded but before the Assignment has been fully carried out, the Contractor will be entitled to adjust the agreed fee accordingly, unless the client and the Contractor have made other arrangements in this respect.

08.3 The contractor's fee, if necessary plus advance payments and invoices from third parties that have been engaged, will be charged to the client monthly, quarterly or annually or after completion of the work, unless the client and the contractor have agreed otherwise.

08.4 VAT will be charged separately on all amounts payable by the Client to the Contractor.

Article 9 Payment

09.1 The client shall pay the course fee due without deduction, discount, suspension, or set-off, but at the latest within 14 days of the date of the invoice, in the manner indicated by the contractor, unless expressly agreed otherwise.

09.2 If the client has not paid within the period referred to under 09.1, the contractor will be entitled, after having demanded payment from the client at least once, without further notice of default and without prejudice to the contractor's other rights, to charge the client statutory interest from the due date until the date of full payment.

09.3 All judicial and extrajudicial (collection) costs reasonably incurred by the contractor as a result of the client's failure to fulfil his payment obligations will be borne by the client.

09.4 If, in the opinion of the contractor, the principal's financial position or payment record gives cause to do so, the contractor will be entitled to demand that the client immediately furnish (additional) security in a form to be determined by the contractor. If the client fails to provide the required security, the Contractor will be entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and all amounts owed by the client to the Contractor on any account whatsoever will be immediately due and payable. 09.5 The contractor reserves the right to apply a one-time direct debit authorization over the course program, to be defined as the open offer course program. The authorization will be exercised approximately 6 weeks prior to the start of the relevant course if it is determined that the relevant course will proceed.

Article 10 Claims

10.1 Complaints relating to work performed and the invoice amount must be made known to the Contractor in writing within 30 days of the date of dispatch of the documents or information about which the client is complaining, or within 30 days of the discovery of the defect if the client demonstrates that it could not reasonably have discovered the defect earlier.

10.2 Complaints as referred to in the first paragraph will not suspend the Client's payment obligation.

10.3 In the event of a justified complaint the Contractor will have the choice between adjusting the fee charged, improving or redoing the rejected Work free of charge, or not (or no longer) performing the engagement in whole or in part against a proportionate refund of the fee already paid by the client.

Article 11 Delivery period

11.1 If the Client is required to make an advance payment or to provide information and/or materials necessary for the performance of the work, the period within which the work must be completed shall not commence until payment has been received in full or the information and materials have been provided in full, respectively.

11.2 Deadlines by which the work must be completed shall only be regarded as deadlines if this has been expressly agreed.

11.3 Unless performance is beyond doubt permanently impossible, the agreement may not be dissolved by the client on the grounds of failure to meet a deadline, unless the contractor also fails to perform the agreement or fails to perform it in full within a reasonable period notified to it in writing after expiry of the agreed delivery period. Dissolution will then be permitted in accordance with Article 265 of Book 6 of the Dutch Civil Code.

Article 12 Cancellation

12.1 The Client and the Contractor may terminate the Agreement at any time. In the event of termination by the Client, the Client shall owe the Contractor the costs incurred by the Contractor in connection with the terminated Agreement at the time of termination.

12.2 Notice of termination must be given to the other party in writing.

12.3 With respect to the course program conducted by VitalTalent -to be defined as the open course program- the conditions as stated in Articles 12.4, 12.5 and 12.6 apply.

12.4 If the client sends a written cancellation to the contractor no later than 5 working days before the start of the relevant course, the client will owe 20% of the course fee to the contractor. In the event of cancellation in the period starting from 5 working days prior to the commencement date of the course, the customer will owe the full course fee.

12.5 Participants may reschedule their registration to a subsequent course within the same calendar year free of charge up to 5 working days before the original training date. Requests for rescheduling must be accompanied by the date and location of the alternative training and rescheduling can only be done once.

12.6 The contractor undertakes, in consultation with the customer in the situation of an intended cancellation by the contractor, to come to a substitute offer in which the customer can be replaced or a comparable course can be followed at another time and/or location by the customer or his replacement.

Article 13 Hiring of reciprocal personnel

Neither of the parties involved may employ or negotiate employment with the other party's personnel during that period of the assignment and for 6 months after the termination of the assignment, except in consultation with the other party.

Article 14 Liability

The contractor shall perform his work to the best of his ability, exercising the care that may be expected of a consultant or trainer. If a mistake is made because the client has provided him with incorrect or incomplete information, the contractor shall not be liable for the resulting damage. If the client demonstrates that he has suffered damage as a result of an error made by the accountant which would have been avoided if he had exercised the due care, the accountant will only be liable for this damage up to a maximum of three times the amount of the fee for the assignment in question over the last calendar year, unless there has been intent or equivalent gross negligence on the part of the accountant.

Article 15 Expiry period

To the extent not otherwise provided for in these General Terms and Conditions, rights of action and other powers of the Client on whatever grounds against the Contractor in connection with the performance of Work by the Contractor shall in any event expire one year after the Client became aware or could reasonably have become aware of the existence of these rights and powers.

Article 16 Applicable law

16.1 All agreements between the client and the Contractor to which these General Terms and Conditions apply shall be governed by Dutch law.

16.2 All disputes relating to agreements between the client and the Contractor to which these Terms and Conditions apply and which do not fall within the jurisdiction of the subdistrict court will be settled by the competent court in the district in which the Contractor has its registered office.

16.3 Notwithstanding the provisions of paragraph 2, the Client and the Contractor shall be entitled to submit disputes to a disputes board.

These general conditions apply to all contractual relationships of VitalTalent and are filed with the Chamber of Commerce under filing number 64536580