



General Terms and Conditions | Coredaet B.V.

Article 1 Definitions

Coredaet

The legal entity Coredaet B.V., registered with the Chamber of Commerce under number 60831839, whose objective is to develop and market programs in the field of organizational development, team development and personal development, Human Resources and the provision of additional services related to these fields, focusing on the expertise area People & Organization.

Third Parties

The legal entity and/or natural person who performs (part of) the services on behalf of Coredaet under a Commission Contract.

Information and Documentation

The ideas, methods, models, techniques and texts developed by Coredaet.

Supporting Resources

The tools developed and/or used by Coredaet such as training leaflets, training materials, video and animation films and the software contained therein.

Client

The legal entity to whom Coredaet, as contractor, provides the services under a Commission Contract.

Commission Contract

The agreement between the Client and Coredaet pursuant to which Coredaet provides the agreed services for the Client under the conditions laid down therein.

Article 2 Applicability

1. These General Terms and Conditions apply to and are part of a Commission Contract between Coredaet and the Client. Provisions which, by their nature, are intended to continue even after the termination of the Contract, continue to exist after the termination thereof.
2. Deviations from the General Terms and Conditions and/or from the Commission Contract are only binding if and insofar as they have been agreed in writing by the parties. In the event of contradiction between the General Terms and Conditions and the Commission Contract, the agreements in the Commission Contract shall prevail.
3. The general or purchasing terms and conditions of the Client expressly do not apply to a Commission Contract.
4. If any provision of the General Terms and Conditions is null and void by law or is annulled as a result of a court ruling, the other provisions of the General Terms and Conditions will remain in full force.



Article 3 Preliminary Investigation

1. At the request of the Client, Coredaet may carry out a preliminary investigation into the scope and content of the question outlined by the Client. If, after completion of the preliminary investigation, the question posed results in a Commission Contract, the investigation shall be invoiced as part of the Contract.
2. When entering into a Commission Contract and also prior to or during the performance of the services, Coredaet may require the Client to make an advanced payment.
3. Coredaet is at all times entitled, before fulfilling the Commission Contract or before continuing to comply with it, to require the Client to provide sufficient security for the fulfilment of its payment obligations. The Client is obliged, where appropriate, to provide the required security within 7 days.

Article 4 Execution of the Commission Contract

1. The Commission Contract shall come into effect upon signature from both parties and shall take effect on the date of signature, unless explicitly agreed otherwise.
2. Amendments and/or additions to the Commission Contract must always be agreed in writing and will be annexed to the original Commission Contract. Depending on the nature of the change, it may be regarded as additional work or reduced work compared to the original Commission Contract.

Article 5 Performance of services under the Commission Contract

1. The services stipulated in the Commission Contract shall be performed at the Client's location or at a specified location.
2. If the Client provides a location, the Client shall take all necessary access and security measures agreed by the parties, and shall comply with all obligations under the law (Article 7:658 paragraph 1 of the Dutch Civil Code).
3. Coredaet may deploy Third Parties for the performance of the services, who shall then work under Coredaet's responsibility. In the event of an impediment due to illness or serious personal circumstances of Third Parties during the execution of the Contract, Coredaet is, for the sake of continuity, entitled to temporarily provide a suitable replacement with comparable knowledge and experience.
4. Coredaet may develop and/or provide Supporting Resources for the performance of the services.
5. Coredaet shall charge the Client for the specified location, replacement or Supporting Resources as stated in this Article 5, on the basis of an approved quotation.
6. During the performance of the services, Coredaet shall maintain a time registration form which shall serve as the basis for the calculation of the fees. Coredaet shall make the time registration form available to the Client on a monthly basis.
7. Coredaet shall perform the services in a timely manner, to the best of its knowledge and ability and in accordance with professional requirements, but will give no guarantee with regard to the results of the performance.



8. Coredaet shall always try to resolve any complaints of the Client on the performance of the services in proper consultation and in the best way possible. Any complaints should be reported to Coredaet in writing and within 10 days after the performance, or within 5 days after the discovery of the deficiency in the performance. If the complaints are not reported in time, all rights of the Client in this regard shall lapse.

Article 6 Liability

1. Coredaet is only liable to the Client for direct damage which was caused to the Client's goods during the performance of services and as a result of an attributable shortcoming by Coredaet or Third Parties. Coredaet shall in such cases only compensate the repair and otherwise the replacement costs, up to a maximum of the invoice value of that part of the Commission Contract from which the liability arises per event or series of events. A series of events shall be deemed to be a single event.
2. Coredaet is not liable to the Client for any damage resulting from the failure to fulfil its obligations (in a timely manner) as a result of force majeure as referred to in Article 7.
3. Coredaet is not liable for any damages resulting from any infringement of intellectual property rights of third parties by the Client.
4. The Client warrants the accuracy and completeness of the data made available to Coredaet. Coredaet is not liable for damage due to incorrect and/or incomplete data provided by the Client.
5. The Client is fully liable to Coredaet for non-compliance with the obligations referred to in Article 5.2, unless the damage is the result of an intentional act or omission or conscious recklessness of Third Parties. Should Third Parties sue the Client on the basis of any liability arising from non-compliance with the obligations referred to in Article 5.2, the Client shall indemnify Coredaet against any claim from the Third Parties. Should Coredaet nevertheless be obliged to pay any compensation to Third Parties, Coredaet has a right of recourse against the Client for damages it has paid.

Article 7 Force majeure

1. Coredaet is not obliged to comply with any obligation towards the Client if it is prevented from doing so as a consequence of a circumstance that is not due to any fault on its part and for which it cannot be held accountable by law or generally accepted practice. If there is a non-attributable shortcoming, Coredaet shall immediately notify the Client in writing, submitting the necessary evidence. Force majeure also includes illness and/or other unforeseen temporary or total absence of the Third Parties.
2. During the period of force majeure, the parties may suspend their obligations under the Commission Contract, without the parties being obliged to pay any compensation in this respect.



Article 8 Confidentiality

1. The parties are obliged to maintain the confidentiality of all Information and Documentation that has come to their knowledge within the in the context of Commission Contract and of which the confidential nature is known, or of which the parties could reasonably have understood the confidential nature. When using the Information and Documentation, the parties will exercise the utmost care.
2. The parties will not make any announcements to third parties regarding the performance of the services or its termination.
3. The parties shall also impose the confidentiality obligations referred to in Article 8.1 and Article 8.2 on their employees involved in the Commission Contract and on Third Parties.
4. The confidentiality obligations remain in force during the term of the Commission Contract and up to 12 months after it expires.

Article 9 Non-Competition

1. Coredaet shall not enter into an agreement with employees of the Client during the term of the Commission Contract and 12 months after its expiration.
2. The Client shall not enter into any agreement with Third Parties during the term of the Commission Contract and 12 months after its expiration without the express consent of Coredaet. Coredaet will only give its consent if the Client compensates Coredaet equal to 25% of the gross annual salary the Third Party will earn.

Article 10 Duration and termination of the Commission Contract

1. The Commission Contract is lawfully terminated upon completion of the agreed services. The agreed duration stated in the Commission Contract is not a material deadline.
2. Either party may terminate the Commission Contract with immediate effect, in whole or in part, without a notice period having to be observed, without notice of default or judicial intervention being required and without the terminating party being liable to pay any compensation:
 - in case the other party seriously fails to fulfil any obligation arising from the Commission Contract and this failure has not been corrected by the first party within 4 weeks after written notification thereof;
 - in case the other party invokes force majeure as mentioned in Article 7 and the period of force majeure has lasted longer than 3 months, or as soon as it is established that this period will last longer than 3 months;
 - in case the other party applies for a suspension of payment, the other party is declared bankrupt or in a state of liquidation, conservatory or executory attachment is levied on (in)movable property of the other party, or an administrator is appointed over (part of) its assets.



3. The Client may fully or partly dissolve the Commission Contract by means of written notification with due observance of a notice period of 3 months. If Coredaet agrees to the dissolution, without there being any default by Coredaet, Coredaet is always entitled to compensation for all property damage, such as costs incurred and lost profits. In the event of partial dissolution, the Client cannot claim the cancellation of services already performed by Coredaet and Coredaet is fully entitled to payment of the services already performed by Coredaet.

Article 11 Fees and Payment

1. All rates and/or costs owed by the Client are stated in the Commission Contract. Coredaet shall charge an hourly rate for the agreed services on the basis of the time registration form referred to in Article 5. In addition, Coredaet may also charge the Client for other costs incurred for the performance of the services, as stipulated in the Commission Contract.
2. All rates and/or costs mentioned by Coredaet are exclusive of VAT and of travel and accommodation costs, unless explicitly agreed otherwise.
3. All rates and/or costs mentioned by Coredaet are based on the then current costs-determining factors. If during the performance of the services the costs of wages, Third Parties, taxes, social security costs, materials, locations and other cost-determining factors change, Coredaet shall be entitled in all fairness to adjust the agreed rates and/or costs accordingly. Coredaet shall inform the Client in writing of any changes at least 1 month before they come into effect.
4. Coredaet is entitled to adjust its rates annually as of 1 January based on the CBS consumer price index for all households, series 2015=100, of January compared to January of the previous year.
5. Coredaet shall send the Client a monthly invoice specifying the fees to be paid. The Client must pay this invoice to Coredaet within 30 days of the invoice date, without discount or set-off.
6. After the expiry of the aforementioned term of payment, the Client is in default without further notice of default being required. The Client shall then owe Coredaet the statutory interest on the outstanding amount. The (extra) judicial costs incurred by Coredaet for the collection of its claims are entirely at the Client's expense.
7. Complaints regarding Coredaet's invoice must be made known in writing and reasoned within 14 days of the invoice date. Complaints do not suspend the Client's payment obligations. If no objection is made or no motivation is given within the stipulated period, the Client is deemed to agree to the entire invoice.

Article 12 Intellectual property

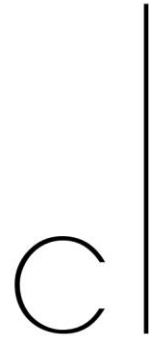
1. Coredaet is entitled to the intellectual property rights with regard to the Information and Documentation and Supporting Resources used and/or provided by Coredaet to the Client in the context of the Commission Contract. The Client is prohibited from copying the contents of Information and Documentation and Supporting Resources used and/or provided by Coredaet or making them available to third parties.
2. The Client may not use the Information and Documentation and Supporting Resources other than for the purpose of the Commission Contract without Coredaet's express written consent.



3. Coredaet may use the knowledge obtained by the performance of the services for other purposes, provided that no confidential information is brought to the attention of third parties and that the information cannot be traced back to the Client.

Article 13 Applicable law and competent court

1. These General Terms and Conditions and everything related to them shall be governed by Dutch law.
2. All disputes that may arise in connection with these General Terms and Conditions, or further agreements resulting from them, shall be submitted to the District Court Limburg.



Coredaet BV is located at Benzenraderweg 1, 6411 EC in Heerlen and is registered in the trade register with the Chamber of Commerce under number 60831839.