

# Terms and Conditions - English

General Terms and Conditions for the provision of Coretalents analyses and other services by Achter de Spiegel

## Article 1. Definitions

The following definitions apply in these terms and conditions:

1. Contractor: "Achter de Spiegel", Sint Antoniusbank 8, 6268 NP, Bemelen, KVK 73920142, which uses these general terms and conditions for offering services;

client: the person, company or agency that carries out the assignment for the work provided;

2. services: all products and services supplied by the contractor to the client, including Coretalents analyses, peer review and other forms of guidance, or advice, everything in the broadest sense of the word, as well as all other work of whatever nature performed for the client also, performed within the framework of an assignment, including work that has not been performed at the express request of the client;

client: the person who participates in a Coretalents analysis, discovery, guidance, advice or coaching process, the latter if he is not the client himself.

## Article 2. Applicability of these conditions

1. These general terms and conditions apply to all offers and agreements in which the contractor offers or provides services. Deviations from these conditions are only valid if they have been explicitly agreed in writing;

2. Not only the contractor but also all persons or companies involved in the execution of any assignment for the client can invoke these general terms and conditions;

3. These general terms and conditions also apply to additional assignments and follow-up assignments from the client;

4. Any purchase or other general terms and conditions of the client do not apply, unless these have been explicitly accepted in writing by the contractor.

## Article 3. Offers

1. The offers made by the contractor are free of obligation; they are valid for 30 days, unless stated otherwise. The contractor is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days;

2. The prices in the quotations mentioned are inclusive of VAT, unless stated otherwise;

3. Offers are based on the information available from the contractor.

#### Article 4. Execution of the agreement

1. Agreements concluded with the contractor lead to an obligation to perform to the best of one's ability, not to result, whereby the contractor is obliged to fulfil its obligations in such a way that standards of care and craftsmanship can be required according to the standards of the moment the contractor complies.
2. If and to the extent that a proper execution of the agreement requires this, the contractor has the right to have certain work done by third parties. This will always be done in consultation with the client;
3. The client shall ensure that all data, of which the contractor indicates that they are necessary or which the client should reasonably understand to be necessary for the execution of the agreement, is provided to the contractor in a timely manner. If the information required for the implementation of the agreement is not provided to the contractor in time, the contractor has the right to suspend the execution of the agreement and / or to charge the client for the extra costs resulting from the delay in accordance with the usual rates;
4. The contractor is not liable for damage of whatever nature caused by the fact that the contractor assumed incorrect and / or incomplete data provided by the client, unless it should have been aware of this inaccuracy or incompleteness;

#### Article 5. Contract duration, cancellation and cancellation

1. If the agreement concluded between the parties relates to the same performance being provided more than once, it shall be deemed to have been entered into for an indefinite period of time, unless explicitly agreed otherwise in writing.
2. Both parties can cancel the agreement in writing at any time. If the duration of the assignment is one year or more, the parties must observe a notice period of at least 3 months.
3. Concerning training and processes agreed upon in accordance with invoice preparation and layout, the following cancellation conditions apply:  
  
3 weeks prior to commencement: 100% refund of the costs  
1 week prior to commencement: 50%  
2 days before the start: 25%  
within 24 hours or during the analysis: 0%

#### Article 6. Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper execution it proves to be necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in time and in consultation with one another;
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. The contractor will inform the client of this as soon as possible;

3. If a change or supplement to the agreement has financial and / or qualitative consequences, the contractor will inform the client about this in advance;
4. If a fixed fee has been agreed upon, the contractor will indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.

#### Article 7. Confidentiality

1. The parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this is stated by the other party or if this results from the nature of the information.
2. Contractor will not be referred to externally without the consent of the client.

#### Article 8. Intellectual property

1. Insofar as copyrights, brands, models, trade name or other intellectual property rights are based on the services provided by the contractor for the execution of the agreement, the contractor is and remains the holder or owner of these rights. The client may only use the physical bearers of these rights for the purpose for which they were provided to the client, do not multiply them and do not change or remove the author's, brand name, model name, trade name and other designations;
2. The contractor reserves the right to use the knowledge gained during the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

#### Article 9. Payment

1. Payment must be made within 14 days after the invoice date, unless otherwise agreed in writing (see contract and / or invoice), in a manner to be indicated by the contractor in the currency in which the invoice was made. Payment will be made without deduction, compensation or suspension for whatever reason;
2. If the client has not paid the amounts due by the due date, he will automatically be in default, without further notice of default being required. In the event of payment default by the client, the contractor is entitled to suspend or suspend all work to be performed for the client with immediate effect, without it being able to become liable to the client in any way for this.
3. In the event of payment default, the client also owes default interest on the outstanding claims equal to the statutory interest;
4. In the event of liquidation, bankruptcy or suspension of payment from the client, the contractor's claims and the client's obligations towards the contractor are immediately due

and payable;

5. Payments made by the client will first of all be used to settle all interest and costs owed, and secondly to settle the invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice;

6. If the contractor is required to do more than the usual effort to implement the agreement, the contractor may require payment (or equivalent security) before commencement of its work.

7. In the case of a contractor who is not established or resident in the Netherlands, an advance payment of 50% of the agreed fee must be paid, which must be paid no later than 7 days prior to the first appointment.

8. If a report is part of the agreed service, it will be sent only after payment of the remaining 50% of the agreed fee has been complied.

#### Article 10. Collection costs

In the event that the client is in default with the (full) payment made by the contractor amounts charged to the client then the client owes the contractor the extrajudicial costs, whereby the following applies:

Insofar as the client did not act in the exercise of a profession or business, contractor is entitled to an amount equal to the legally permitted maximum allowance with regard to extrajudicial collection costs, as determined in and is calculated in accordance with the Extrajudicial Collection Costs Reimbursement Decree, insofar as the outstanding amount - after the default has commenced - is not received after a reminder within The contractor will pay 14 days from the day after the reminder.

Insofar as the client acted in the exercise of a profession or business, the contractor is entitled to reimbursement of the extrajudicial (collection) costs, which costs in that case, in deviation from article 6:96 paragraph 4 of the Dutch Civil Code and in deviation from the Extrajudicial Reimbursement Decree collection costs, already for the time being fixed at an amount equal to 15% of the total outstanding principal with a minimum of EUR 75.00 for each partially or fully unpaid invoice.

#### Article 11. Liability

1. The contractor does not accept any liability whatsoever for damage caused by or in connection with services provided by it, unless the client demonstrates that the damage was caused by intent or gross negligence on the part of the contractor.

2. The liability of the contractor is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates;

3. Contrary to what is stipulated in paragraph 2 of this article, a contract with a longer term is used term than six months, the liability further limited to the invoice amount due over the last

six months.

4. If damage is caused to persons or property by or in connection with the performance of services by the contractor or otherwise, for which the contractor is liable, that liability will be limited to the amount of the payment under the general liability insurance taken out by the contractor, including the deductible that the contractor bears in connection with that insurance.

5. Any liability of the contractor for business damage or other indirect damage or consequential damage, of any nature whatsoever, is expressly excluded.

## Article 12. Cancellation / termination of the agreement

1. The contractor has the right to cancel a Coretalents analysis, discovery, course, training, supervision or peer review process or to refuse the participation of a client or to refuse the client designated by the client, in which cases the client has specified, without giving any reason. is entitled to reimbursement of the full amount paid by this to the contractor;

2. The client for a Coretalents analysis, discovery, course, training, supervision or intervention course has the right to cancel participation in or the assignment for a course, training, supervision or intervention course by registered letter;

3. Cancellation of the assignment by the client can take place free of charge up to 4 weeks before the start of the Coretalents analysis, discovery, course, training, supervision or peer review process. In the event of non-cancellation, the client is obliged to pay the total amount of the Coretalents analysis, discovery, course, training, supervision or peer review process.

4. In the event of cancellation within 3 weeks up to and including 2 days before the start of the Coretalents analysis, discovery, course, training, supervision or intervention process, the contractor is entitled to charge 50% of the amount owed and in the event of cancellation within 24 hours the full amount.

5. In the event that the client or the client designated by the client after the start of the Coretalents analysis, discovery, course, training, supervision or peer review process terminates participation or otherwise does not participate in it, the client is not entitled to any reimbursement, unless otherwise justify the special circumstances of the case, in the opinion of the contractor.

6. An individual counselling interview (not a Coretalents analysis or discovery) can be cancelled or moved free of charge up to 48 hours before the start of the interview. In the event of cancellation or relocation within 48 hours, the contractor is entitled to charge the full rate that has been agreed for the interview with a minimum of 90 euros. If the client or the designated client does not (timely) appear on the planned interview, the same rates will apply.

7. If one of the parties falls short in the fulfilment of its obligations and after here expressly pointed out by the other party, does not fulfil this obligation within a reasonable period of time, the other party is authorized to terminate the agreement without the terminating party having to pay any compensation to the failing party. The services delivered until the termination are paid in the agreed manner.

#### Article 13. Personal data

1. By entering into an agreement with the contractor, the contractor is granted permission for automatic processing of the personal data obtained from the agreement. The contractor will only use this personal data for its own activities.

#### Article 14. Dispute settlement

1. Dutch law applies to every agreement between the contractor and the client;
2. Disputes arising from agreements to which these conditions apply and which do not fall within the competence of the sub-district court, will be submitted to the competent court of the district in which the contractor is established.

Bemelen, July 7 2023