

## Terms and Conditions

### Article 1. Definitions and concepts

1. In these general terms and conditions - hereafter referred to as Terms and Conditions - the following terms are used in the following context, unless explicitly stated otherwise:

**HFP:** Human Factor Performance, located at Nieuwe Schoolstraat 1, 4315 AW Dreischor, registered at the Chamber of Commerce, number 59352612, the user of these Terms and Conditions. **Client:** the opposite party of HFP.

**Agreement:** the service agreement for providing professional training for individual and group participants of Client, as well as giving advice, performing assessments and coaching, all in the broadest sense of the word, as recorded in a by both parties agreed to document and the documents that may be applicable therein, such as the quotation.

**Activities:** to perform services or to give advice, to carry out assessments, coaching and training as mentioned above, without any subordination or employment, as in the broadest sense of the word and as stated in the assignment confirmation.

### Article 2. General

1. These Terms and Conditions apply to any offer, quotation, and agreement between HFP and Client to whom HFP has declared these Terms, in so far as both parties do not deviate from these terms expressively and in writing. The conclusion of an agreement with HFP means that Client accepts the applicability of these Terms unconditionally.
2. The present Terms and Conditions shall also apply to agreements with HFP for the execution of which HFP third parties must be involved. If one or more provisions in these Terms are at any time wholly or partially nullified or destroyed, then the remainder of these Terms shall remain fully applicable. HFP and Client will then consult to replace new provisions replacing the nullified or void provisions, in which the purpose and the scope of the original provisions are respected as much as possible.
3. Any deviations from these Terms and Conditions are valid only if they are expressly agreed to in writing and apply only to the specific agreement to which the deviations relate.
4. The applicability of any purchase conditions or other terms and conditions of Client is expressly rejected.
5. If there is uncertainty about the explanation of one or
6. several provisions in these Terms, the explanation should be made "to the spirit" of these provisions.
7. If a situation arises between parties that is not governed by these Terms, this situation must be assessed according to the spirit of these Terms.
8. In the event that these Terms and Conditions and the Agreement contain mutually conflicting provisions, the Terms and Conditions contained in the Agreement shall prevail.
9. If HFP does not always require strict compliance with these Terms and Conditions, this does not imply that its provisions do not apply. Nor does it imply that HFP would lose the right to demand the punctual compliance to the terms of these Terms in any other case.
10. HFP reserves the right to modify or supplement these Terms and Conditions. Changes also apply to already concluded Agreements observing a period of thirty (30) days after disclosure of the change on the HFP website or by (electronic) notification. Changes of minor importance can be implemented effective immediately.
11. If Client does not wish to accept a (for him) negative change in these Terms

and Conditions following the preceding paragraph, he shall inform HFP before the date on which the new Terms and Conditions come into force. HFP may revoke the amendment so that it will no longer apply to. If HFP does not wish to revoke the change, Client is entitled to terminate the Agreement by this date or on the date of receipt of termination if this later date is after the date of entry of Change.

### **Article 3. Establishment of the Agreement**

1. The quotations and offers made by HFP are non-binding and revocable.
2. The offer to enter into an agreement can be done by HFP either orally or in writing. Only after the assignment has been accepted by HFP in writing and the written order confirmation has been returned by Client, is the offer is binding for HFP.
3. Furthermore, for all quotations and offers that apply, that these are based on the information provided by Client. In the event of incorrectness or incompleteness thereof, Client may not derive any rights from HFP to an (accepted) quotations or offer.
4. HFP cannot be kept to its quotes or offers if Client can reasonably understand that the quotations or offers, or any part thereof, contain a manifest error or description.

5. The prices quoted in a quotation or offer are exclusive of VAT and other charges payable by the government, any costs incurred under the Agreement, including travel and subsistence, shipping and handling costs, unless otherwise specified.
6. If the acceptance, (whether or not at subordinate points) differs from the offer contained in the quotation or offer, then HFP is not bound by it. The Agreement then does not conform to this deviating acceptance unless HFP indicates otherwise.
  1. A composite price list does not require HFP to perform part of the contract against a corresponding part of the specified price. Offers or quotations do not automatically apply to future orders.
  7. The Agreement is formed by these Terms and Conditions together with the other written agreements made by letter, fax or e-mail.

### **Article 4. Electronic communications**

1. Client and HFP expressly agree that a valid agreement will be established by using electronic forms of communication as soon as the conditions set out in Article 3 are met.
2. Communication between Client and HFP may therefore take place electronically, unless in so far as it is

deviated from the agreements with Client, in these Terms or in the Act. The version of the relevant communication stored by HFP is valid as proof thereof, unless Client has a counterclaim.

3. Electronic communications by HFP to Client shall be deemed to have been received by Client on the day of dispatch unless otherwise proved by Client. Insofar as communication has not been received as a result of delivery and / or accessibility issues related to Client's e-mail box, this is at the risk of Client, even if the e-mailbox is housed by a third party.
4. For misunderstandings, mutilations, delays or improper delivery of orders and communications resulting from the use of the Internet or any other means of communication in the traffic between Client and HFP, or between HFP and third parties, insofar as they relate to the relationship between Client and HFP, HFP is not liable unless and in so far as HFP intentions or gross negligence may arise.
5. Due to the dependence of the Internet and due to its uncertain and sometimes unstable nature, it is possible that the HFP Website is not always accessible. HFP is never responsible for this.

### Article 5. Execution and quality of the Agreement

1. HFP is obliged to execute the assigned tasks as a good and careful contractor with the best insight and in accordance with the requirements of good craftsmanship. All HFP services are executed on the basis of an effort commitment unless otherwise agreed in writing.
2. HFP will execute the Work at Client's location or a Customer-designated location, unless otherwise agreed to in writing. Client is responsible for the facilities required by HFP, free of charge, where the workplace meets the requirements of the most recent Labor Guidelines.
3. In principle, HFP determines, in its sole discretion, the manner in which it performs the Work. Although Client is free to provide further instructions, HFP is free to assess whether these fit within the instructions given to it and in the manner in which they wish to perform the Agreement as a good and careful contractor.
4. If there is a short-term illness of the HFP-appointed employee, no replacement will occur. In a long period of illness, a suitable solution will be sought in mutual consultation.
5. If, and to the extent that, a proper implementation of the Agreement

requires this, HFP has the right to perform certain Activities by assistants and third parties. The applicability of Article 7: 404, 7: 407 paragraphs 2 and 7: 409 of the Civil Code is expressly excluded. When third parties are switched on, HFP will take due care.

6. HFP shall not be liable for damage resulting from third party shortcomings and will, if necessary, require that each HFP assignment includes the authority to accept any third party liability restrictions on behalf of Client.
7. Client shall ensure that all data, of which HFP indicates that these are necessary or whose Client reasonably should understand that they are necessary for the performance of the Agreement, in due time, at least 6 weeks prior to commencement of the course HFP are provided
8. If the information required for the execution of the Agreement has not been provided to HFP in time, HFP shall have the right to suspend the performance of the Agreement and / or charge to Client the additional costs resulting from the delay in accordance with the usual rates.
9. Client is required to provide all the cooperation required for the proper and timely execution of the Agreement. This also applies to the availability of

Client employees, who will in any way be involved in HFP's Activities.

10. The execution period will not commence earlier than after Client has made the data available to HFP.

### Article 6. Amendment to the Agreement

1. If, during the performance of the Agreement, it appears necessary for a proper execution to be amended or a supplement to the activities be performed, the Parties shall amend the Agreement in a timely manner and by mutual agreement.
2. If the Agreement has been amended or supplemented, HFP shall be entitled to implement it first after parties have agreed on any changes and / or additions, including the date of completion of the Work, Remuneration and other Terms and Conditions. The failure or non-execution of the amended Agreement does not give rise to any failure of HFP and is not for Client to terminate or dissolve the Agreement.
3. If a fixed fee has been agreed to, HFP will indicate to what extent the amendment or addition of the Agreement and exceeding of this fee will result.
4. By way of derogation from paragraph 3, HFP will not be able to charge additional costs if the change or

addition is due to circumstances attributable to HFP.

5. Changes to an already issued assignment may result in HFP exceeding originally agreed delivery time ; In that case, Article 13, paragraph 7, shall apply *mutatis mutandis*.
6. If the amendment entails a reduction of work, Article 10, paragraph 4, applies.

#### Article 7. Honorarium

1. Client is obliged to pay HFP the agreed fee. The fee and possible cost estimates are in Euros and excluding VAT and any other government charges.
2. If HFP considers it desirable, HFP is entitled to ask Client a reasonable advance on the fee for the work to be performed. HFP is entitled to suspend the commencement of its activities until the advance has been paid or sufficiently secured.
3. The HFP's fee is determined on the basis of an hourly fee, day portion (4 hours), full day (8 hours) or in the form of a fixed amount, either for a particular assignment, either per fiscal year or calendar year. The fee is in no way dependent on the outcome of the assignment, unless agreed otherwise

in writing. The sales tax is charged to Client.

4. Client shall pay third party costs made by HFP under the Agreement directly to the relevant third party. If payment is made to third parties via HFP, it is entitled to demand an advance on the costs. HFP is also entitled to pass on an additional fee for administration costs.
5. If the Customer so requests, HFP will provide an estimate of the estimated costs related to the activities to be performed by HFP and / or third parties prior to the commencement of its activities.
6. If Client and HFP have not agreed to a fixed amount for a particular agreement or per calendar year or fiscal year, the fee is determined on the basis of the hourly fee and total of the time spent by HFP. HFP is required to keep an account of hours and costs and to make it available for inspection at the request of Client. This obligation only applies if, on the basis of an agreed fixed fee, no work is done.
7. HFP is entitled at any time to increase the fee without Client being entitled to terminate the Agreement for that reason if the increase in the price is due to a power or obligation arising from the law or regulation whether her

cause occurs in an increase of, for example, wages or other grounds that were reasonably unforeseeable when entering into the agreement.

8. HFP may - without prior written notice - increase the rate agreed to in the agreement as at 1 January of each calendar year by up to the percentage of inflation provided by the CBS in the previous year.
9. The HFP's fee, if necessary plus expense or third party expenses, will be charged to Client, including the sales tax due per month or after completion of the Work. Client is obliged to reimburse the reasonable expenses, such as travel, accommodation, parking and administration costs (telephone, fax, postage, copy and print) incurred by HFP in the performance of the Agreement. These costs will be charged separately in addition to the fee.
10. Any partial delivery, including the delivery of components of a joint contract, may be charged to Client.

#### Article 8. General cancellation clause

1. If Client completely or partially cancels the Agreement prior to the date of entry, he is obliged to pay HFP all costs incurred (costs of preparation, discussions and the like) for the

purpose of implementing this Agreement; all without prejudice to HFP's right for compensation for loss of profits, as well as remaining costs, damages and interest arising from the cancellation.

2. The provisions of this Article shall not affect the provisions of Articles 9 and 10.

### Article 9. Special provisions for training

1. The full amount due must be paid no later than two (2) weeks before the start of the training.
2. The registration is only final after receipt by HFP of the full amount due.
3. HFP has the right, without a statement of reason, to cancel a training or to refuse Client's participation as well as to refuse the participants designated by Client. In these cases Client has the right on refund of the full amount paid to HFP.
4. In case of non-cancellation, Client is always obliged to meet the total amount of a training.
5. Before the training, client has under the following conditions, taking into account the necessary and long-term preparation, the right to cancel participation of the training by registered letter.
  - Upon cancellation more than nine (9) weeks before commencement of the

training, 25% of the course will be charged with a minimum amount of ad. € 895, -

- Upon cancellation from nine (9) weeks to six (6) weeks before commencement of the training, 50% of the course costs and initial preparation costs will be charged.
  - Upon cancellation from six (6) weeks to two (2) weeks before commencement of training, HFP is entitled to charge 70% of the due amount.
  - Upon cancellation within two (2) weeks before commencement of the training, HFP is entitled to charge 100% of the due amount.
6. In the event that Client or the participant (s) designated by Client does not show up, terminate in the meantime, or otherwise not participate, Client shall not be entitled to any refund unless the special justified circumstances of the case, in the opinion of HFP, state otherwise.

### Article 10. Suspension, termination and dissolution

1. The agreement is entered into for a certain period of time unless the nature of the assignment entails that it has been entered indefinitely.
2. Client and HFP are without prejudice to article 8 and 9 to 1 to all times

entitled to terminate the Agreement for an indefinite period by termination. A judicial intervention is not required for this purpose. Such cancellation must happen by registered letter and subject to a notice period of three (3) months. If the Agreement has not lasted for six (6) months, the notice period is one (1) month.

3. The fixed-term agreement cannot be terminated unless there are urgent circumstances as a result of which Client or HFP can no longer be required for the Agreement to last longer. This must be communicated to the other party in a motivated and written manner. All this without prejudice to the obligation of Client to pay the full agreed on compensation over the agreed period.
4. If Client has terminated the Agreement in full or in part with mutual consent, HFP shall be entitled to compensation for the loss of occupation suffered and likely to be incurred on its part, as well as any additional costs that it must reasonably have incurred as a result of the early termination of the agreement. This is unless there are facts or circumstances underlying the premature termination that are attributable to HFP.
5. In the event of either party being in the event of bankruptcy, requesting a

suspension of payment or ceasing business, the other party is entitled to terminate the Agreement without respect for a notice period, all subject to rights.

6. HFP is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if:
  - Client does not comply fully or in good time with the obligations of the Agreement;
  - After the conclusion of the agreement, HFP has come to the right to fear that Client will not comply with the obligations.
  - If Client was requested upon the conclusion of the Agreement to provide security for the fulfillment of his obligations under the Agreement and this security is absent or insufficient;
  - If, due to the delay by Client, the HFP can no longer be required to comply with the Agreement at the originally agreed to terms.
7. HFP also has the power to suspend the issuance of modest or other matters to Client or third parties, until all claims due to Client have been fully met.
8. If the progress in the performance or delivery of the work is delayed by Client or by force majeure, HFP may charge the fully agreed amount,

without prejudice to its right to claim further costs, damages and interest.

9. If the agreement is terminated, the claims of HFP to Client are immediately due.

#### **Article 11. Payment**

1. Payment must always be made within fourteen (14) days after the invoice date, in a manner indicated by HFP.
2. If Client fails in the timely and / or full payment of an invoice, then Client is in error on default. Client is then liable for interest of 1% per month or part of a month, unless the legal interest rate is higher, in which case the legal interest rate is due. The interest on the payable amount will be calculated from the moment Client is in default until the full amount due.
3. Client is never entitled to settle the amounts owed by the Client to HFP. Issues about the amount of an invoice do not suspend the payment obligation.
4. If Client is in default or in default of (due) fulfillment of his obligations, all reasonable costs for obtaining compensation will be paid out of court by Client. The extrajudicial costs amount to 15% of the principal amount, with a minimum amount of ad. € 150, -. However, if HFP made higher costs for debt collection that were

reasonably necessary, the actual costs incurred for reimbursement would be eligible. Any court and execution costs incurred will also be collected from Client. Client is also liable for the due collection fees.

5. HFP has the right to deduct the payments made by Client, primarily by deducting the costs, then deducting interest accrued and finally deducting principal and current interest.
6. Without prejudice to this, HFP may refuse an offer for payment if the Customer designates a different order for the payment of the payment. HFP may refuse full repayment of the principal, if it does not include the accrued and current interest and collection costs.

#### **Article 12. Complaints about Activities**

1. Complaints about the performed Work must be reported to HFP in writing within thirty (30) days after discovery, but no later than sixty (60) days after completion of the relevant Work. The letter should contain a description of the complaint, as detailed as possible, so that HFP is able to respond adequately.
2. If Client reports a complaint, this does not endorse its payment obligation.
3. If a complaint is well founded, HFP will still perform the Work as agreed,

unless this has now been demonstrated by Client. The latter must be made known by Client in writing.

4. If the work to be performed of the agreed Activities is no longer possible or useful, HFP will be liable only within the limits of Article 13.

### Article 13. Liability

1. HFP will perform its activities to the best of its ability to observe the care that one from HFP can expect. If an error is made by Client giving incorrect or incomplete information to HFP, HFP is not liable for the resulting damage.
2. The results and use of the studies conducted by HFP, advice and training provided are dependent on many factors that are outside HFP's influence. Although HFP's agreement is conducted to the best of the knowledge and ability and in accordance with the requirements of good craftsmanship, HFP cannot provide any assurances regarding the results of the studies, advice and training provided by it.
3. HFP is liable to Client only for damage which is the direct consequence of a failure to comply with the Agreement of HFP, if and insofar as the damage in the ordinary course of experience and taking into account normal

alertness and manner of professional practice could have been avoided.

4. HFP's liability is limited to the fee received by HFP for its Activities in the context of the Agreement. For contracts that have a longer duration than six (6) months, liability is further limited to the maximum amount of the declaration over the last six (6) months. HFP is entitled to compensation from the offset against unpaid invoices and resulting interests and costs. HFP is not liable for third parties, enabled by HFP on Client's instructions.
5. Preliminary limitation does not apply if there is any damage resulting from intentional or gross negligence on behalf of HFP manager(s).
6. In the event of liability, HFP shall be liable for direct damage only. For indirect and / or consequential damages (including but not limited to loss of profits, company stagnation costs, loss of relationships, including due to any delay, loss of data, exceeding delivery deadline and / or defects found), HFP is never liable.
7. Insofar as Client and HFP in the Contract or during the performance of the Assignment, have agreed on deadlines in which the Activities should be performed, these terms are always indicative. Exceeding thereof

will never be a failure to comply with HFP's obligation and therefore does not entitle the Client to claim damages and / or termination of the Agreement.

8. Client is obliged to - without prejudice to Article 12 - notify HFP in writing within two (2) months after Client has signaled or reasonably been able to signal an inaccuracy in the performance of the Agreement and the consequential loss of risk.
9. If the notification referred to in the preceding paragraph is not made or late, HFP is not obliged in any way against Client to undo the damage suffered in a manner appropriate to the content of the Agreement and the nature of Activities.
10. Client indemnifies HFP for all claims made by third parties against HFP to compensate for past damage, costs incurred, loss of profits and other expenses that are in any way related to and / or arising from the implementation of the Agreement by HFP.
11. By way of derogation from the statutory limitation periods, the limitation period of all claims and defenses against HFP and the third parties involved by HFP in the execution of an Agreement shall be one (1) year after Client became

known or reasonably known with these claims and defenses.

12. Any claim for damages, in any form whatsoever, on account of HFP's liability will in any event be canceled by one (1) year after termination of the Agreement.

**Article 14. Force majeure**

1. HFP is not required to comply with any obligation to Client if she is hindered because of circumstances that are not due to debt, nor due to law, legal act or traffic contexts for her bill.
2. *Force majeure* means in these Terms and Conditions, in addition to what is included in the law and jurisprudence in this area, all from outlying causes, provided or unforeseen, to which HFP cannot influence but is enabled to fulfill its obligations. Work strikes in the operations of HFP and illness or permanent disability of the person designated by the contract are included as well as malfunctions in networks, interference in telecommunications, infrastructure and computer burglary.
3. During the period of *force majeure*, HFP may suspend the obligations of the Agreement. If this period lasts longer than two (2) months, then each party is entitled to dissolve the Agreement, without obligation to

compensate for damage to the other party.

4. When HFP in case of *force majeure* has partially fulfilled her obligations under the Agreement or is capable of fulfilling these, and the fulfilled part is valuable independently, HFP is entitled to invoice this respective partial fulfillment separately. Client is obliged to comply to this invoice as if it were a separate Agreement.

**Article 15. Confidentiality and data**

1. Unless any law, regulation or other rule obliges her to do so, HFP is required to confidentiality against third parties regarding confidential information obtained from Client. Client can grant a waiver in this regard. Information is confidential if notified by the other party, or if it is due to the nature of the information.
2. Subject to the written consent of Client, HFP is not entitled to use the confidential information made available to it by the Client for a purpose other than for which it was obtained. However, an exception is made in case HFP occurs for itself in disciplinary, civil or criminal proceedings, which may be of interest to this information.
3. Unless there is any law, regulation or other rule that Client obliges to

disclose or if HFP has previously granted prior consent, Client shall not provide third parties with the contents of reports, opinions or other written or non-written statements of HFP. Client will also ensure that third parties do not know about the content mentioned above.

4. After the termination of the Agreement, Client shall have the right, against reimbursement of costs, to obtain copies of the data collected by HFP relevant for the continuation of the Works.
5. If Client's information stored with HFP or third parties is damaged or lost, HFP is not liable for this.
6. This also applies to damage or nullification of the information during shipment regardless whether the shipment has been done by or on behalf of HFP or third parties.

**Article 16. Intellectual property rights**

1. HFP reserves all rights in respect of products arising from the spirit that it has used and / or developed in the context of the execution of the Agreement of Client in so far as these rights derive from law.
2. Client is expressly forbidden to, directly or indirectly, multiply, disclose and/or exploit including practices,

advices, models and other mental products of HFP, in the broadest sense of the word, unless these products expressly (and written) are intended for reproduction, disclosure and/or exploitation.

3. Client is not permitted to provide tools of those products to third parties other than to obtain an expert opinion on the HFP's activities.

#### **Article 17. Staff recruitment**

1. Client is not permitted to, subject to prior written permission from HFP, employ HFP (ex-) employees for two (2) years, or otherwise, in any legal construction, for non or against payment, make use of their services.
2. This also applies to the situation that a third party has already employed the former employee.

#### **Article 18. Applicable law**

1. All agreements between Client and HFP shall be governed exclusively by Dutch law.
2. All disputes relating to or arising out of the interpretation and/or performance of the Agreement shall be resolved by the District Court of Zeeland-West Brabant, Middelburg, with the exception of the disputes which are exclusive jurisdiction of the district

court judge.

#### **Article 19. Location and amendment of the Terms and Conditions**

1. These Terms and Conditions are deposited with the Chamber of Commerce under no. 59352612 and will be sent by HFP upon request free of charge.
2. Applicable is always the latest registered version or the version as it was at the time of establishing the legal relationship with HFP.
3. The Dutch text of the Terms and Conditions always determines the explanation thereof.