



DYNAMISCH BUREAU

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General terms and conditions Dynamisch Bureau bv

november 2023

1. General:

In these general terms and conditions the following terms have the following meanings:

1. Client: the natural or legal person who has given Dynamisch Bureau bv, established in The Hague (hereinafter: the contractor) an order to perform work.
2. Activities: all activities in the broadest sense of the word that have been commissioned, or that are performed or should be performed by the contractor in the context of the assignment.
3. Documents: all goods made available by the client to the contractor, including records or data carriers, as well as all goods manufactured by the contractor in the context of the execution of the assignment, including records or data carriers.
4. Agreement: the assignment agreement and any other agreement with which the contractor agrees to perform work for the client.

2. Applicability:

1. These general terms and conditions apply to all work performed by the contractor for the client and to all agreements entered into by the contractor concerning the performance of the work referred to in Article 1.2.
2. These general terms and conditions have also been stipulated for the benefit of all those who work for the contractor, employed or self-employed.
3. The relevance of any possible purchase, or other conditions by the client, is expressly rejected.
4. These general terms and conditions replace all previous general terms and conditions of the contractor.
5. If the assignment (also) concerns an assignment to offer coaching supported by neurotraining, the General Terms and Conditions Neurotraining Dynamisch Bureau bv also apply in addition to the present terms and conditions. In the event that Neurotraining is offered, the person concerned (the person for whom the Neurotraining is given) is obliged to sign an Agreement Neurotraining in connection with the equipment loaned by Dynamisch Bureau bv. By means of the Agreement Neurotraining, the General Terms and Conditions Neurotraining Dynamisch Bureau bv are declared applicable and made available to the person concerned.

3. Quotations and offers:

Quotations and offers from the contractor are without obligation unless expressly stated otherwise. An agreement with the contractor is only established after the potential client has approved the quotation or (special) offer made by the contractor in writing and returned it to the contractor, as well as having paid any down payment.

4. Start and duration of an agreement:

1. An agreement in response to an assignment given by the client to the contractor is entered into in writing for an indefinite period of time, unless it follows from the nature or purport of the assignment granted to the contractor that it is entered into for a definite period of time.
2. All assignments are deemed to have been exclusively issued to and accepted by the contractor. Assignments are accepted to the exclusion of the provisions of Article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code.
3. The contractor is free to prove the establishment of the agreement by other means than by submitting a written agreement.

5. Client information:

1. The client is obliged to provide the contractor with all information and documents that the contractor needs in his opinion for the correct execution of the granted assignment, in a timely manner and in the desired manner.
2. The contractor has the right to suspend the performance of his obligations from an agreement entered into until the client has fulfilled his obligations as stated in the agreement.
3. If and insofar as the client so requests, the documents made available will be returned to the client or - at the discretion of the client - destroyed.

6. Performance of the assignment:

1. The contractor determines the way in which the granted assignment or the agreement is performed.
2. The client is aware that the contractor must respect the rules of conduct and professional rules drawn up by Noloc, the association for career professionals, in the performance of its activities. The client accepts the consequences that may ensue from this.
3. The execution of the assignments given is exclusively for the benefit of the client. Third parties cannot derive any rights from (the performance of) the work performed for the client.
4. The contractor has the right to have third parties perform work that is part of the granted assignment or the agreement. The contractor will exercise due care when engaging third parties not belonging to its own organization and will consult with the client on the selection of these third parties as much as reasonably possible.

7. Confidentiality and exclusivity:

1. The contractor will, as much as possible, be bound by secrecy to third parties that are not involved in the execution of the assignment, regarding the information that has become known to him during the execution of the assignment, except for obligations that the law imposes on him concerning the publication of certain data. This confidentiality in any case concerns all information of a confidential nature that the client has made available to the contractor, as well as the results obtained by processing this.



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2. The (numerical) processed results of work performed, work and research methods used and presentations to be given on the basis of this, as well as (newly) developed working methods or products are not covered by this confidentiality regulation, provided that they cannot be traced back to individual clients. The contractor is entitled to use all this information for statistical or comparative purposes.

3. With the exception of the provisions of the previous paragraph, the client is not entitled to use the confidential information for a purpose other than that for which it was obtained.

8. (Intellectual) property:

1. The client is and remains the owner of all goods produced by it in the performance of the assignment agreement or agreement and reserves all rights with regard to products of the mind which he uses or has used in the context of the execution of the agreement with the client, insofar as rights exist or are established with regard to those products in a legal sense.

2. Without the written permission of the contractor the client is prohibited to multiply, disclose or exploit those products, including reports, research instruments / tests, working methods, (model) contracts and other products of the mind, whether or not with the involvement of third parties.

3. The client shall not be permitted to make aids of these products available to third parties, except to obtain an expert opinion regarding the performance of the work by the contractor. The Client will in such case impose its obligations under this article on the third party or parties engaged by it.

9. Fee:

1. Before the start of the work and also in the meantime, the contractor has the right to suspend the execution of the work if the client does not make payment on time or in full, until the client has paid the agreed fee for the work to be carried out to the contractor.

2. The contractor's fee, including any turnover tax owed, will be charged to the client prior to the work.

3. If the client has signed a quotation, the agreements from the relevant quotation apply.

4. The contractor is entitled in the event of (premature) termination of the assignment at the request of the Client, to the full fee agreed for the assignment, even if the assignment has not yet been completed.

10. Payment:

1. Payment of the invoice amount by the client, must be made in Euros, within 30 days after the invoice date ('due date'), by means of transfer to one of the office accounts of the contractor, without the client being entitled to any discount or settlement.

2. If the client has not paid within the aforementioned term, or has not paid within the further agreed term, he is in default by operation of law and the contractor has the right without any further demand for payment or notice being required, to charge the statutory interest as referred to in Section 2: 119a of the Dutch Civil Code from the client's day of expiry up to the day of payment in full, all this without prejudice to any further rights that the contractor has. If the client is a consumer, the statutory interest referred to in Article 6:119 of the Dutch Civil Code applies.

3. All costs incurred as a result of judicial or extrajudicial collection of the claim are for the account of the client. In the event that the client is not a consumer, the following applies: the extrajudicial costs are set at a minimum of 15% of the amount to be claimed, with a minimum of €200.00. In the event that the client is a consumer, the statutory regulation applies, namely: the extrajudicial costs are set at a) 15% of the amount of the principal sum of the claim over the first €2500 of the claim with a minimum of €40, b) 10% of the amount of the principal sum of the claim over the next €2500 of the claim, c) 5% of the amount of the principal sum of the claim over the next €5000 of the claim, d) 1% of the amount of the principal sum of the claim over the next €190.000 of the claim and e) 0.5% over the greater of the principal sum with a maximum of €6775. Before costs are charged to the consumer, a letter is sent in which the costs are announced if the consumer has not paid within 14 days of receipt of the relevant letter.

4. The client's payments - whenever and however made - are firstly deducted from all interest and costs and secondly from the invoices that have been outstanding the longest.

5. In case of a jointly given assignment, the clients are jointly and severally liable for the payment of the invoice amount and other outstanding amounts, insofar as the work has been performed for the joint clients.

11. Immediate claimability:

1. The claim of the contractor against the client for payment for services already delivered or yet to be delivered but services already agreed upon is immediately due and payable without further notice of default being required if (the company of) the client has filed for bankruptcy or has been declared bankrupt, suspension of payment has been applied for or has been granted, a (complete) attachment has been levied on the client's assets, the client dies or the client's company goes into liquidation or is dissolved.

2. In the cases referred to in the first paragraph of this article, the contractor is also entitled to end or suspend the agreement or the part thereof that has not yet been executed without notice of default or judicial intervention, without any obligation on the part of the contractor to pay any compensation to the client and without prejudice to the contractor's right to demand compensation for any damage that may arise for the contractor.

12. Liability:

1. The contractor shall not be liable for any damages of any kind, caused by the contractor relying on incorrect and/or incomplete data provided by the client, unless such inaccuracy or incompleteness should have been recognisable by him.

2. If the contractor should be liable, then this liability is limited to what has been determined in this provision.



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3. For all direct damage of the client and/or his customer(s), in any way related to, or caused by non, late or improper execution of the assignment or partial assignment, the liability of the contractor is limited to the amount for which the contractor is insured with regard to the non-fulfillment, late or improper fulfillment thereof and that the insurance company pays out, or if the contractor has not taken out professional liability insurance for the (partial) assignment or the (partial) assignment is not covered by the insurance, up to an amount that is no more than the sum of the (partial) assignment.
4. The contractor is never liable for indirect damage, including consequential loss, loss of profits, missed savings and damage due to company stagnation.
5. The contractor shall at all times have the right, if and insofar as possible, to limit or repair any damage suffered by the client.
6. The client indemnifies the contractor against claims from third parties for damage caused by the client providing incorrect or incomplete information to the contractor, or for non-compliance with (other) obligations of the client under the assignment.
7. The limitations of liability for direct damage contained in this provision do not apply if the damage is due to intent or gross negligence on the part of the contractor or his subordinates.

13. General suspension right:

The contractor is authorized to suspend the fulfillment of all its obligations, including the delivery of documents or other goods to the client or third parties, until the moment that all due and payable claims on the client have been paid in full.

14. Disputes, applicable law and choice of forum:

Dutch law applies to all agreements between client and contractor. The competent court is the District Court of The Hague.