

The background is an abstract painting on a textured surface, possibly canvas. It features a dominant blue color with various brushstrokes in white, yellow, red, and purple. A large, irregular white shape is prominent in the center, surrounded by other colorful strokes.

General Terms and Conditions

GENERAL TERMS AND CONDITIONS HAUPTMEIJER en CLOTSCHER B.V.

Article 1. Definitions

The following definitions apply in these General Terms and Conditions:

- 1) Contractor: Hauptmeijer en Clotscher B.V., located in The Hague.
- 2) Client: the person, legal person or company that establishes an agreement with the Contractor.
- 3) Employee: the employees of the Contractor.
- 4) External parties: third parties deployed by the Contractor.
- 5) Performers: Employees and/or External parties.
- 6) Participant: Client, or the party(ies) for whom the Client has established the agreement.
- 7) Service: the service(s) and activities that the Contractor supplies to the Client pursuant to the accompanying agreement.
- 8) Agreement: an agreement for supplying (a) Service(s) in accordance with article 4.
- 9) Execution date: the date on which the Service or, if applicable, the Product is supplied, such as the training date, coaching date, discussion date, assessment date and date on which Products are made available.
- 10) Material: materials that the Contractor makes available for the Service, such as instruments, (online) questionnaires, portals, bundles, licenses and e-learning courses.
- 11) Product: the results of a Service, including - but not restricted to - reports.
- 12) Quotation: a proposal made by the Contractor for supplying a Service at a particular price.

Article 2. Applicability

- 1) These General Terms and Conditions apply to all offers, Quotations, Agreements and resulting commitments relating to the supply of the Service by the Contractor. Deviations from these General Terms and Conditions will only be valid if they have explicitly been agreed in writing.
- 2) The General Terms and Conditions of the Client will not be accepted by the Contractor, and are hereby explicitly excluded.
- 3) The Contractor is entitled to alter these General Terms and Conditions. Changes to these General Terms and Conditions will also apply with respect to existing Agreements. The Contractor will duly inform the Client about changes to the terms and conditions, and will announce the modified terms and conditions on its website. The modified General Terms and Conditions will come into effect two weeks after publication, or later if mentioned in the publication.

Article 3. Quotations

- 1) All Quotations by the Contractor, irrespective of their form, are without obligation and will only be binding if an Agreement has been established on the basis of the said quotation, as described in article 4 of these General Terms and Conditions.
- 2) Quotations will be valid for one month or, if the period leading up to the planned execution is shorter than one month, up to two weeks before the planned execution.
- 3) The Contractor's Quotes must be based on information provided by the Client. The Client is responsible for providing all required information to the best of its knowledge.

Article 4. Establishment of Agreement

- 1) The Agreement for supplying a Service will be established if:
 - the Quotation is accepted by the Client by way of a written confirmation, which includes confirmation via e-mail, or;
 - the Quotation compiled by the Contractor is validly signed by the Client, or;
 - the Contractor provides written confirmation, for an online registration, including via e-mail, telephone or written assignment issued by the Client for supplying a Service at a particular price, or;
 - the Contractor provides written confirmation, including via e-mail, for supplying a Service, which has been verbally discussed with the Client, at a particular price, or;
 - if the Contractor starts to provide the Service (possibly for a particular price) by actually initiating execution in good faith.
- 2) Verbal undertakings by, and agreements with, Performers will only bind the Contractor if and when they have been confirmed in writing by the Contractor.

Article 5. Confidentiality

- 1) If the Contractor receives confidential information from the Client in the context of performance of the Agreement, the Contractor will only use this information in the framework of the provided services. The Contractor will attempt to treat this sensitive information as confidential, unless it is necessary to disclose this information for the services provided by the Contractor; if the Contractor is legally or professionally obligated to disclose; if the Contractor is required to present a defence to a (disciplinary) court; if the Client has released the Contractor from his duty of confidentiality; or if the information is obtained or available via public sources. In the context of the Agreement, the Contractor must take all precautionary measures to protect the confidentiality of the supplied confidential information.
- 2) The Client will not, unless consent has been provided by the Contractor, make any form of announcement to third parties not involved in the Assignment, about the approach, method, prices, etc. - in the very broadest sense - adopted by the Contractor.

Article 6. Data protection

- 1) The Contractor must process personal data in accordance with all requirements in relevant legislation and regulations concerning personal data protection, as well as the processing agreement that will be concluded by the Contractor and the Client.

Article 7. Intellectual Property Rights

- 1) All intellectual property rights, including but not restricted to copyrights (including copyrights on algorithms and/or software), database rights, design rights, brand rights, patent rights, trademark rights, domain name rights, rights on know-how and/or any other form of protection that awards rights for inventions, models, designs, trade secrets, confidential information or any form of technical information, which apply to the Products, Materials and methods used in the services it provides, will belong solely to the Contractor and/or its licensors.
- 2) If intellectual property rights on the Products, Materials and working methods supplied by the Contractor are in the hands of third parties, the Contractor must, if necessary, inform the Client about the agreements between the Contractor and these third parties. The Client will respect the agreements between third parties and the Contractor with regard to these Materials.
- 3) Agreements will not include the transfer of (intellectual property) rights, unless explicitly stipulated otherwise in the Agreement. This means the Contractor will also retain all authority that arises from the intellectual property rights.

- 4) If agreed, the Contractor must offer the Client permission to use Products and Materials belonging to the Contractor within its organisation in accordance with use-related conditions established in the Agreement, but only if this is necessary for the purpose for which the Service is intended.
- 5) If the permission referred to in article 7.4 provides a bundle of various user rights for Products and/or Materials, the agreed number of user rights will be acquired within the agreed duration of the Agreement. Once the Agreement expires, the acquired bundle will also expire and any unused user rights will no longer be valid.
- 6) The Client guarantees the Contractor that the Contractor's use of data provided by the Client will not result in the breach of legal requirements or infringe the protected rights of third parties. The Client indemnifies the Contractor from all direct and indirect consequences of claims by third parties against the Contractor which are the result of failure to comply with this guarantee.
- 7) This website and the Spiegel app (spiegelapp.com and werkportaal.spiegelapp.com) are made available to you by Hauptmeijer and Clotscher B.V.
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Access to, use and functioning of our website and/or app, our terms of use, our services and all related disputes will be subject to Dutch law. Such disputes can only be settled at a qualified court in the Netherlands.

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The content and composition of this website and/or app have been compiled with great care. Nonetheless, Hauptmeijer en Clotscher B.V. cannot guarantee that the information on the website and/or app will be accurate and complete at all times. Hauptmeijer en Clotscher B.V. can also not guarantee that the website and/or app will be continuously available or operate without disruption. Hauptmeijer en Clotscher B.V. excludes all liability in this regard, except in cases of intent and gross negligence on the part of Hauptmeijer en Clotscher B.V.

Hauptmeijer en Clotscher B.V. is entitled to suspend access to the website and/or app, for example, when performing modification or maintenance activities. Furthermore, Hauptmeijer en Clotscher B.V. also retains the right to remove, alter or no longer offer the information and services mentioned on the website and/or app without prior notification.

Hauptmeijer en Clotscher B.V. will treat your personal data as confidential. Further information about this can be found in our **Privacy statement**.

It is not permitted to use this website and/or app in a manner that could inconvenience Hauptmeijer en Clotscher B.V., the other users of the website and/or app or other third parties, and/or in any other way affect the proper functioning of the website and/or app and/or the underlying software.

Without prejudice to its other rights, Hauptmeijer en Clotscher B.V. retains the right - without prior notice - to (henceforth) deny further access to (the restricted area of) the website and/or app and the services it offers, if you fail to adhere to the terms of use or behave unlawfully in any other way towards Hauptmeijer en Clotscher B.V. or third parties.

This website and/or app contain a restricted area (hereinafter: 'SpiegelApp'), which is only intended for people who possess the accompanying account and legitimate login details required to access (part of) the restricted area. The SpiegelApp can be accessed via the website and/or app. The app will offer you an insight into (part of) your account. Other users are prohibited from illegitimately gaining access to (part of) this restricted area by, for example, using a false name and/or circumventing security protocols.

Article 8. Transfer of staff

- 1) During the execution of the Agreement, for a period of three years after termination of the Agreement, the Client will not recruit or in any way employ Performers, be it directly or indirectly, or conduct negotiations with these Performers about potential vacancies, unless consent to do so has been provided by the Contractor.
- 2) If that stipulated in article 8.1 is not respected, the Client will owe, without prior summons or notice of default, an immediately claimable penalty of €50,000.00.

Article 9. Rates and costs

- 1) Rates that apply to the Service, and any additional costs, are mentioned in the Agreement.
- 2) In terms of rates and the resulting budget, the Quotation must mention whether they include administration costs, travel time, travel and accommodation costs and other costs associated with the Service. The Client must be notified if these costs are not included. Office expenses amount to 5% of the invoice and will be calculated separately. Rates can be modified each year. The Client must be informed in advance about such modifications.
- 3) The Contractor will implement an additional surcharge of 50% on work carried out on Friday evening and Saturday at the request of the Client. This surcharge will be 100% for activities carried out on Sunday.

Article 10. Payment Terms

- 1) Payment must take place via the means stipulated by the Contractor. If there are no specific arrangements, the Client must pay the invoiced amount within 30 days by transferring the owed amount to the bank account stipulated by the Contractor.
- 2) Depending on the Service to be performed, specific payment conditions can be included in an Agreement, which specifically apply to the Service in question.
- 3) Once the period mentioned in article 10 para. 1 expires, the Client will legally be in default and thus owe interest pursuant to art. 6:119a of the Dutch Civil Code.
- 4) In the event of default, the Contractor will also be entitled, without further announcement and/or notice of default, to suspend performing the Service and initiate collection measures. The Client will be liable for the (extrajudicial) costs incurred when forcing payment of the Contractor's invoice.
- 5) Unless explicit written consent has been obtained from the Contractor, the Client is not permitted to settle any payment obligations towards the Contractor, for whatever reason, with an amount owed by the Contractor to the Client. Neither is the Client entitled to suspend its payment obligations.

Article 11. Execution of the Agreement

- 1) To make sure that the Agreement can be executed smoothly, the Client must supply all required information to the Contractor in due time.
- 2) If requested by the Contractor, the Client must supply all required resources at its premises free of charge.
- 3) Services supplied by the Contractor are done so on the basis of a best-efforts obligation. The Contractor will do its utmost to achieve the desired result, but the result cannot be guaranteed.
- 4) The Contractor is entitled to involve or deploy third parties when executing the Service, unless the Client has explicitly objected to this in advance.
- 5) The Contractor will do its best to execute the Service while respecting the code of conduct as stipulated in this article. This code of conduct can be requested from the Contractor. If the Agreement is carried out by a psychologist registered with the NIP, the NIP Professional Code of Conduct will (also) apply.
- 6) **Open training and courses**
The Contractor will arrange a location and meeting package, possibly with dinner and/or overnight stay. The accompanying costs must be paid by the Client.
- 7) **In-company and tailor-made training and courses**
The Contractor will arrange a location and meeting package, possibly with dinner and/or overnight stay, also for Employees and/or External parties of the Contractor who are executing the Agreement. All associated costs must be paid by the Client.
- 8) **Advice, support and coaching**
 - a) At group/organisation level: the ROA general code of conduct will apply on the understanding that the Contractor is not affiliated to the ROA.
 - b) The duration of the Service can be influenced by a variety of factors, such as the quality of information received by the Contractor and the cooperation provided by the Client and/or participant. As a result, the Contractor is not bound to the estimated duration and/or execution time.
- 9) **Recruitment & selection**
 - a) Candidates will be proposed to the best of the Contractor's knowledge. In this case, the Contractor will assume that the information that candidates have provided about themselves, or which has been obtained from referees, is accurate. The Contractor is responsible for the final selection of candidates.
 - b) The Client will owe the full fee for every first candidate that is appointed by the Client as part of the media recruitment assignment, or the file or direct search assignment, also if it involves a position that differs from the initial assignment.
 - c) If the Client decides to employ several of the candidates proposed by the Contractor as part of a media recruitment assignment, or a file or direct search assignment, then the Contractor will charge additional fees to the Client, equivalent to half of the fee that applies to the concerned Service.
 - d) As long as the Contractor is charged with a Service, any person considered for the concerned position, or any person who is contacted in any other manner, will be deemed to have been proposed by the Contractor, which thus also applies to all contacts with the Client without the intervention of the Contractor.
 - e) If the Client decides to establish an employment contract with one or more of the persons introduced by the Contractor, but who were not appointed directly under the concerned assignment, then the Client is obligated to notify the Contractor of this in writing, irrespective of the concerned position, if this employment contract is established within two years of establishing the Agreement for the concerned assignment. In this case, the Client will owe the full agreed fee.

10) Interim Management

Candidates will be proposed to the best of the Contractor's knowledge. In this case, the Contractor will assume that the information that candidates have provided about themselves, or which has been obtained from referees, is accurate. The Contractor is responsible for the final selection of candidates.

11) Assessment

- a) The NIP Professional Code of Conduct will apply to psychologists deployed by the Contractor.
- b) The Contractor will make sure that all Participants are duly informed and invited in writing.
- c) The Contractor must make sure that the full report is supplied in due course (maximum five working days after completing the assessment).

Article 12. Modifying and cancelling the Agreement

1. The Contractor will make the required modifications to the Agreement if the Agreement is modified *prematurely* due to the actions of the Client. If expansion, change and/or modification results in (additional) costs, the Contractor will be entitled to charge these costs to the Client.
2. The Contractor is entitled to make changes to Performers if he believes this is necessary to supply the Service. The change cannot decrease the quality of execution, nor have a negative effect on the continuity of the Service. Changes to Performers can also be made upon request from the Client, in consultation with the Contractor.
3. In case of illness or other special circumstances on the part of Performers, the Contractor is entitled to postpone or cancel execution by paying the location costs, should they be owed by the Client, and, in case of cancellation, by crediting the agreed price.
4. The Contractor is entitled to prematurely terminate or cancel the Agreement if he is of the opinion that execution can no longer take place in accordance with the Agreement or any additional assignment specifications that may have been established later. This decision must be justified to the Client in writing.
5. Besides general provisions concerning modification and cancellation, as stipulated in articles 12.1-12.5, the specific modification and cancellation provisions in articles 12.6-12.11 will also apply.
6. **Open training and courses**
 - a) The Contractor is entitled:
 - i) to prematurely modify the programme due to requirements imposed by third parties or for quality-related reasons;
 - ii) to change the location and/or the Execution date;
 - iii) if not enough candidates are registered, to make changes to the programme or cancel the training up to two weeks before it is due to start;
 - iv) to increase or decrease the number of people in each group.
 - b) The Client is entitled:
 - i) to send a suitable replacement if the Participant is otherwise engaged. If the Participant(s) fails to attend the first day of training, or if participation is ended prematurely, the whole course price will be charged together with all accompanying package costs. Any missed meetings cannot be re-taken.
 - ii) to change the location and/or the Execution date. This can be done free of charge up to four weeks before the Execution date. If the change takes place between four and two weeks prior to the Execution date, the Client will owe 25% of the course price and package costs; if this is within two weeks of the Execution date, 50% of the course price and package costs must be paid. The new location and/or Execution date will be determined in consultation with the Contractor.
 - iii) to cancel the Agreement in writing. This can be done free of charge up to four weeks before the Execution date. 100% of the course price and package costs will be charged if cancellation takes place within four weeks of the Execution date.

7. In-company and tailor-made training and courses

A) The Client is entitled:

- i) to change the location and/or the Execution date. This can be done free of charge up to four weeks before the Execution date. If the change takes place between four and two weeks prior to the Execution date, the Client will owe 50% of the course price; if this is within two weeks of the Execution date, 100% of the course price must be paid. The new location and/or Execution date will be determined in consultation with the Contractor.
- ii) to prematurely terminate execution. The Client will continue to owe the full course price stipulated in the Agreement.
- iii) to cancel the Agreement in writing. This can be done free of charge up to four weeks before the first Execution date. 100% of the course price stipulated in the Agreement will be charged if cancellation takes place within four weeks of the first Execution date.
- iv) if the Contractor has arranged the location and meeting package on behalf of the Client, the accompanying modification or cancellation costs will be charged in full to the Client.

8. Advice, support, coaching and (feedback) discussion

A) The Client is entitled:

- i) to modify the date of discussion(s) in writing. This can be done free of charge up to five working days before the concerned discussion. If the change takes place within five working days of the discussion, the Client will owe 50% of the agreed price; 100% of the agreed price will be owed if the change takes place on the start date itself or the day prior to the start date. The new discussion date will be determined in consultation with the Contractor.
- ii) to prematurely terminate execution. The Client will continue to owe the full agreed price.
- iii) to cancel the Agreement in writing. This can be done free of charge up to four weeks before the first Execution date. 100% of the agreed price will be charged if cancellation takes place within four weeks of the first Execution date.
- iv) if the Contractor has arranged the location and meeting package on behalf of the Client, the accompanying modification or cancellation costs will be charged in full to the Client.

9. Recruitment & Selection

A) The Client is entitled:

- i) to prematurely terminate execution. In this case, the Client will owe the instalment for the ongoing phases, as described in the Agreement.
- ii) to cancel the Agreement in writing. This can be done free of charge up to four weeks before the start of the first phase. 100% of the agreed price will be charged if cancellation takes place within four weeks of the first phase.

10. Assessment

a) In case of one-off assessment, the Client is entitled:

- i) to change the date of the assessment in writing or to cancel the Agreement in writing. This can be done free of charge up to five working days before the assessment. If the change takes place within five working days of the assessment, the Client will owe 50% of the agreed price; 100% of the agreed price will be owed if the change takes place on the start date itself or the day prior to the start date. The new assessment date will be determined in consultation with the Contractor.

b) In case of multiple assessments (a project), the Client is entitled:

- i) to modify the start date of the project in writing. This can be done free of charge up to four weeks before the start of the project. If the change (of the start date) takes place between four and two weeks prior to the start of the project, the Client will owe 25% of the agreed price; if this is within two weeks of the start of the project, 50% of the agreed price must be paid. The start date of the project will be determined in consultation with the Contractor.
- ii) to cancel the Agreement in writing. This can be done free of charge up to four weeks before the start of the project. 100% of the agreed price will be charged if cancellation takes place within four weeks of the start of the project.

11. Products and Materials

It is not possible to cancel the supplied products and materials.

Article 13. Force majeure

These General Terms and Conditions define force majeure as any circumstance which is beyond the control of the Contractor - also if this could have been expected at the moment that the Agreement was established - and makes it permanently or temporarily impossible to honour the Agreement, as well as - if not already covered by these circumstances - war, threat of war, civil war, insurrection, striker action, fire, computer failure at the Contractor's premises, long-term illness among Performers and any other serious disruptions at the Client, Contractor or its suppliers.

Article 14. Suspension and termination

- 1) If execution of the Agreement is hindered due to force majeure, the Contractor must contact the Client, and the Contractor will - without legal intervention - be entitled to:
 - a) suspend execution of the Agreement as long as the circumstance, which resulted in force majeure, and its consequences remain in effect;
 - b) fully or partially dissolve the Agreement without owing any kind of compensation.
- 2) During the period of suspension referred to in article 14.1, the Contractor will be entitled to decide whether to execute the Agreement or to fully or partially dissolve it; this decision will become compulsory if the Contractor waits until the end of this period
- 3) If the Client does not, does not properly or does not timely comply with any of its obligations under the Agreement established with the Contractor, or any other related assignments, or if there is good reason to fear that the Client is or will be unable to comply with its contractual obligations towards the Contractor, including if:
 - a) The Client is declared bankrupt;
 - b) The Client is subject to suspension of payments;
 - c) The company of the Client goes into liquidation or ceases to trade;
 - d) The Client's company is subject to partial transfer - possibly as a guarantee, which includes transferring a major part of its claims;the Contractor will be entitled, without any form of notice of default or legal intervention, to either suspend execution of each of these agreements for a maximum of six months, or to fully or partially dissolve these agreements. In this case, the Contract will not owe any form of compensation or guarantee towards the Client and/or third parties.
- 4) In case of suspension pursuant to art. 14.3, the Client must pay a penalty equivalent to 50% of the agreed fee - counting from the moment that the activities are ended - which would have been owed if the agreement had simply been continued. This penalty can be claimed immediately.

Article 15. Complaints

Complaints relating to the performed Service and/or supplied Product must be submitted to the Contractor in writing within maximum 30 working days of delivery. The Client will not be entitled to complain about deliveries if a complaint about the concerned Service and/or supplied Product has not been submitted in writing within 30 working days of execution.

Article 16. Disciplinary law

Depending on the performed Service, certain professional codes of conduct may apply, which have been imposed by the concerned professional organisation, so that complaints can be investigated and - if infringements are confirmed - disciplinary measures can be taken.

Article 17. Liability

- 1) The Contractor will not accept any liability for damage caused by a performed Service and/or by use of a supplied Product, or due to the unsuitability of the delivered Product for the purpose for which it was acquired, except in case of intent and/or gross negligence on the part of the Contractor. The Contractor is not liable for the unlawful acts of External parties.
- 2) Liability will always be restricted to the sum or sums stipulated in the liability insurance agreed by the Contractor. If, for whatever reason, payout is not made under this insurance, all liability will be restricted to the fee that was charged under the Agreement. If Agreements last for a period longer than six months, liability will be limited to the invoiced amount over the past six months.
- 3) Liability for indirect and/or consequential damage is excluded.

Article 18. Disputes and applicable law

These General Terms and Conditions, and the Agreements, are subject to Dutch law.

All disputes that are derived from or are the consequence of legal actions which are subject to these General Terms and Conditions will be settled by a qualified judge at the Court of The Hague, unless another platform has been explicitly agreed by the parties.