

General Terms & Conditions

1. General

a) These General Terms and Conditions shall apply to all work, tenders, project proposals and any other kind of agreement whatsoever (whether written, oral, visual, electronic or of another type) between Strengths Consultancy and its client(s), and/or its legal successor(s) at any time whatsoever. Client(s) and/or its legal successor(s) shall hereinafter together be referred to as **Client**. Client and Strengths Consultancy shall hereinafter together be referred to as **Parties**.

b) Any of Client's terms and conditions that Client uses, has been used or may use in the future are hereby expressly rejected.

2. Intellectual Property

a) All of the models, techniques, instruments, reports, handouts and any other kind of content whatsoever used with respect to any performance regarding any kind of agreement between Parties, belongs to and is therefore the property of Strengths Consultancy. Disclosure of the aforementioned information is only permitted with the prior written approval obtained from Strengths Consultancy or if otherwise explicitly allowed in these General Terms and Conditions.

b) The copyright on project proposals and all related documents vests in Strengths Consultancy.

c) The copyright on team grids and team reports drawn up within the scope of the assignment vests in Strengths Consultancy. Client may only reproduce the aforementioned written documents for internal use for employees within its own organization who are involved and trained by Strengths Consultancy to use these documents for its purpose.

d) Strengths Consultancy retains full ownership of research methods, even if they have been developed and/or applied by Strengths Consultancy on the instructions of Client.

e) Client guarantees that the information it provides does not infringe any intellectual property rights of third parties and that the information provided may be processed by Strengths Consultancy.

f) Client shall fully indemnify and hold Strengths Consultancy harmless from and against any and all damages, loss, costs, charges, expenses, legal fees and disbursements and any other liabilities suffered as a result of or in connection with any breach of this article 2.

3. Transfer of rights

Client is not entitled to assign or transfer all or part of the rights and/or obligations it holds under these General Terms and Conditions to any third party.

4. Confidentiality

a) Strengths Consultancy and Client are obliged to maintain the confidentiality of information which they have obtained from each other (whether written, oral, visual, electronic or of another type) and furnished in connection with the purpose of any kind of agreement whatsoever (whether written, oral, visual, electronic or of another type) at any time whatsoever (**Confidential Information**) and shall not use this Confidential Information for purposes other than the purpose of said agreement at any time whatsoever, other than when explicitly approved in written by Parties or if otherwise explicitly allowed under these General Terms and Conditions.

b) Exception to the above is referring to individuals' strengths for developmental purposes.

Strengths Consultancy

5. Terms of Payment

- a) Unless otherwise agreed in written between Parties must any payment due by Client be made within 30 days after the invoice sent by Strengths Consultancy. Upon expiry of this term and unless otherwise agreed in written between Parties, shall Client be in default by operation of law.
- b) In the event of liquidation, bankruptcy or suspension of payments by Client, or in case of reasonable suspicion thereof, the obligations of Client become immediately due and payable.
- c) Strengths Consultancy is at all times entitled to invoice interim costs for work that has been performed and/or costs that have been incurred up to that time.
- d) Client fully indemnifies and holds Strengths Consultancy harmless from and against any and all damages, loss, costs, charges, expenses, legal fees and disbursements and any liabilities whatsoever suffered as a result of or in connection with any breach of this article 5.
- e) Client will only be entitled to cancel the agreement and/or events arising from the agreement in writing. In the event of a cancellation, the Client must pay the following costs to Strengths Consultancy:
 - 25% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 2 months and 1 month before the start time/date; and
 - 50% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 1 months and 2 weeks before the start time/date; and
 - 100% of the total contract fee (as in force at the time of cancellation) for a cancellation within 2 weeks of the start time/date. The contract fee is the contract fee as stated in the agreement plus subsequently agreed mutations.
- f) In case of rescheduling within one month notice, Client must pay the following costs to Strengths Consultancy: 25% of the total contract fee for rescheduling that exceeds a period of two months after the initial start date.

6. Liability

- a) In the event of failures attributable to Strengths Consultancy in the performance of the services to be provided, Strengths Consultancy is only liable for provable direct and loss/damage caused to Client, up to the maximum provided for in this article.
- b) Strengths Consultancy's liability is limited to the amount covered by and payable under the terms of its insurance. If the insurer does not pay or the loss/damage is not covered, the liability of Strengths Consultancy is limited to the amount equal to the price for the provision of services that forms the basis of the agreement under which the loss/damage occurred. If the agreement covers a term that extends beyond one year, the price is set at the total remuneration for one year. The aforementioned limitation ceases to apply if and insofar as the loss/damage is the result of a provable intentional act, provable gross negligence or provable serious negligence.
- c) Strengths Consultancy is never liable for:
 - (i) Infringement of patents, licenses or other rights of third parties through the use of data provided by or for Client;
 - (ii) Indirect loss/damage (which in any case including trading loss, lost profits, lost savings, loss/damage sustained by third parties and loss due to business interruption);
 - (iii) Damage or loss sustained by third parties as a consequence of (the result of) work performed by Strengths Consultancy or recommendations made by Strengths Consultancy to the extent that Client shall indemnify Strengths Consultancy against such claims by third parties for compensation of loss/damage.

Strengths Consultancy

- d) In no case shall the total liability of Strengths Consultancy exceed an amount of €20.000.
- e) Before the right to termination arises as a result of failure in the performance of the agreement, Client must give Strengths Consultancy the opportunity to rectify said failures within a reasonable time period. Written notice of default must be served before Strengths Consultancy is deemed to be in default.
- f) Client forfeits claims that have not been communicated to Strengths Consultancy in writing within one year after the discovery of a circumstance that gives rise to or may give rise to liability.

7. Force majeure

- a) Strengths Consultancy is not liable if a failure in performance is the result of **Force Majeure** (as defined hereinafter), also if the circumstance that prevents (further) performance arises after the time by which Strengths Consultancy should have fulfilled its obligation.
- b) Force Majeure is hereby understood to mean: transport and/or communication disruptions and stagnation at third parties on whom Strengths Consultancy depends, including Gallup, suppliers of cloud services and other components of the information and technical infrastructure that Strengths Consultancy uses, or any other reason beyond control of Strengths Consultancy including but not limited to medical reasons.
- c) In the event of force majeure, Strengths Consultancy's obligations are suspended. If the period during which performance is not possible lasts longer than two months, Strengths Consultancy may terminate the agreement without any obligation to pay damages or compensation.
- d) If Strengths Consultancy has already partially fulfilled its obligations at the onset of force majeure, or can only partially fulfill its obligations, it is entitled to issue a separate invoice for the service(s) already provided and/or the deliverable part thereof and the Client is obliged to pay this invoice in accordance with article 5 of these General Terms and Conditions.

8. Invalid or non-binding parts

If parts of these General Terms and Conditions are or become invalid or non-binding, Parties shall remain bound to the remaining part. In that event, Parties shall replace the invalid or non-binding part by provisions that are valid and binding and that have the effect of being, to the greatest extent possible, similar to the invalid or non-binding part, given the contents and purpose of these General Terms and Conditions.

9. Applicable law and dispute settlement

- a) These General Terms and Conditions and all agreements that arise therefrom or relate thereto shall be construed in accordance with the laws of the Netherlands.
- b) All disputes arising between Parties shall be subject to the exclusive jurisdiction of the competent court in Amsterdam of The Netherlands.

Drawn up on June 16, 2020

Strengths Consultancy