

# General terms and conditions

Human Insight



# General Terms and Conditions Human Insight

## Article 1. | Definitions

In these general terms and conditions, the following terminology, marked with a capital letter, will be used with the subsequent meaning, insofar as the nature and scope of the terminology do not cause any other meaning to arise.

1. Human Insight: Human Insight B.V., located on Zuid Hollandlaan 7 in (2596 AL) The Hague.
2. Partner: every natural or legal person, at least acting in implementation of a profession or company with whom Human Insight has concluded an Agreement or intends to.
3. Agreement: every agreement that is established between Human Insight and the Partner, which Human Insight has bound itself to the Partner in completing one or more of the following performances:
  - the provision of the Online Partner Portal;
  - the provision of Tools;
  - the (automated) manufacturing of Final Products;
  - the execution of Services.
4. Online Partner Portal: the for the Partner by means of user name and password exclusively accessible section of the by Human Insight exploited web space for accessing Tools and Final Products.
5. Tools: the by Human Insight as part of the Agreement offered applications in support of manufacturing the Final Products.
6. Final Products: reports, documents and other data files manufactured by means of the Tools.
7. Services: all provided, either by or on behalf of Human Insight, services as part of the Agreement that can include the arranging of the Online Partner Portal commissioned by the Partner, project manager, conducting technical or practical training and/or workshops, certification training, Masterclasses, Practitioner Workshops, network meetings,

interventions for the purpose of knowledge sharing employed by the Partner, as well as other substantive and executive support, whether or not on the basis of a Service Level Agreement when using the Online Partner Portal, the Tools or the Final Products.

8. Partnership: a by Human Insight developed form of collaboration on the basis of which the Partner, in the context of the Agreement, can use a(n) (un)determined amount of Tools for a given period of time, which provides the Partner with access via the Online Partner Portal.
9. Final Users: all third parties which, on the basis of the contractual relationship with the Partner (also) use the Tools and/or Final Products directly or indirectly.
10. In Writing: traditional written communication as well as communication that can be saved on a durable data carrier, for example, communication by email.

## Article 2. | General provisions

1. These general terms and conditions apply to everything Human Insight offers and to every established Agreement.
2. These general terms and conditions also apply to Agreements in which third parties need to be involved. These general terms and conditions are also stipulated in the interests of the optional third parties Human Insight can involve. They can also make an appeal to the Partner on the provisions in these general terms and conditions.
3. The applicability of the optional general or other terms and conditions of the Partner will be rejected explicitly.
4. Only in Writing it is possible to deviate from the provisions in these general terms and conditions. If and insofar as parties have agreed to something in Writing that deviates from the provisions made in these general terms and conditions, then what has been agreed to in Writing only applies.



### Article 3. | Offers and establishing agreements

1. Every offer made by Human Insight is non-binding, also if a deadline for acceptance is mentioned.
2. Apparent mistakes and errors in the offer made by Human Insight do not bind her.
3. From an offer made by Human Insight that is based on incorrect or incomplete information provided by the Partner, the Partner cannot derive any rights.
4. Every Agreement is established through offering and acceptance. If the Acceptance of the Partner deviates from the offer made by Human Insight, the Agreement does not conform to this deviating acceptance, unless Human Insight says otherwise.
5. If the Partner concludes the agreement on behalf of a natural or legal person, he declares through agreeing to the Agreement that he is authorised to do so. The Partner is beside this (legal) person primarily accountable for fulfilling the Agreement's obligations.

### Article 4. | Third parties and terms

1. Human Insight is always authorised to leave the Services in the hands of third parties, such as but not in a not limited way, training and workshops. The applicability of the Articles 7:404 and 7: 407 paragraph 2 of the Civil Code is excluded.
2. Without prejudice to the Partner's right to the proper fulfillment of the Agreement and thereby recovery of which, where appropriate, is improperly performed by third parties, Human Insight bears no liability for damage as a result of the in the previous paragraph referred to shortcomings attributable to third parties, unless it concerns third parties who provide Services that Human Insight Ltd, in view of its own business operations, also executes under its own responsibility for its counterparties. An and other in accordance with the legal regulations of the strict liability for non-subordinate auxiliaries.
3. All through Human Insight mentioned execution and delivery terms concern indicative, non-fatal terms at all

times. Human Insight's default occurs not before the Partner has declared the default to Human Insight in Writing, in which he mentions a reasonable term in which the Agreement can still be fulfilled and the fulfilment after the expiration of the last meant term has remained off.

4. Agreed execution and delivery terms do not commence sooner than after Human Insight has received all necessary information regarding the execution c.q. delivery from the Partner.

### Article 5. | General obligations of the partner

1. If and insofar as this is needed for a considerable setup and execution of the Agreement, the Partner, whether or not at the request of Human Insight, is always required to provide Human Insight with all necessary information as quickly as for the execution of the Agreement is needed, in the manner in which she prescribed it. Furthermore, the Partner is obliged to cooperate with Human Insight to the fullest extent required for the execution of the Agreement. The Partner takes all reasonable measures to optimise the execution of the Agreement.
2. The Partner must ensure that he, within the scope of the Agreement and with the agreement of the involved Final Users, makes use of the Tools and Final Products. Furthermore, the partner must ensure that he informs Final Users on the rights and obligations regarding the use of the Tools and Finals Products insofar as the Final User gains access to them c.q. is provided with these. The partner communicates clearly with the Final User, no later than during the access provision, that:
  - all rights of intellectual property on the Tools and all Final Products generated by means of the Tools are reserved for Human Insight indefinitely.
  - The tools and Final Products are allowed to be solely used for the purpose of which they have been made available to the Final User.



## Article 6. | Executions of services

1. In the event activities are carried out that are commissioned by the Partner and that lie outside the content or scope of the Agreement, the attendant costs according to the by Human Insight used rates, are at the expense of the Partner.
2. In the event Services are provided at the Partner's location or at another location designated by him, Human Insight must be able to perform the Services at a suitable location and must be able to make use of all in that location reasonably desired facilities, including equipment, such as computers as well as a proper internet connection, all free of charge.
3. Human Insight commits to Services being executed to the best understanding and ability. However, Human Insight only binds itself to a commitment in terms of effort; the achievement of results for the Partner is partly dependent on external factors that cannot be influenced by Human Insight. As a result, Human Insight cannot guarantee the intended results of the Partner, such as the efforts of the Partner and the persons he involves in the execution of the Services.

## Confidentiality

4. Unless the nature or scope of the provided Services opposes the application, the Partner and Human Insight will keep secret all confidential information provided to them in connection with the execution of Services, that has come to their knowledge and directly relates to the company or organisation of the other party. Confidential information is all information in respect of which the parties have indicated that it is confidential or that it is reasonably known to the other party that this information is confidential.
5. The Partner is obliged to keep confidential all advice, knowledge, expertise and documentation that Human Insight in relation to the execution of the Services has brought to his knowledge c.q. has made available, at least to be solely used for the purpose for which these have been provided.

6. The previous two paragraphs of this Article are not applicable if and insofar as a legal provision or judicial decision obliges one of the parties to provide third parties with the information they're referred to.
7. Parties are obliged to impose the obligations under this Article on possible third parties they involve in the Services.

## Article 7. | Partnerships

1. In principle, a concluded Partnership gives the Partner the right to use the Online Partner Portal in accordance with what has been expressly agreed between the parties.
2. Partnerships will remain for the determined period of time agreed upon between the parties.
3. After the expiry of the determined period of time, Partnerships will be extended tacitly for the originally agreed period of time, unless the Partnership is timely terminated in accordance with the subsequent paragraphs.
4. Partnerships end by termination, taking into account a cancellation period of one month. Termination must take place near the end of the agreed period.
5. Termination by the Partner must be made in Writing, addressed to Human Insight Ltd's contact person of the Partner. Termination by the Partner does not have any consequences before this contact person has confirmed the receiving of the cancellation declaration in Writing.
6. After termination of the Partnership, the Partner can solely use the Tools/Final Products for the currently displayed rates in the Online Partner Portal, whereby entitlement to the rates and the other agreed conditions of the Partnership will expire.

## Article 8. | Intellectual property and usage rights

1. All intellectual property rights, including database and copyrights on the procedures and methods of Human Insight, on the Tools, on all generated Final Products by means of the Tools, as well as on the Online Partner Portal are reserved for Human Insight indefinitely, also after termination of the Agreement.



2. The Partner only obtains the non-exclusive, non-transferable and non-sublicensable usage right for the Online Partner Portal, the Tools and Final Products and insofar as the usage is directly related to the nature and scope of the Agreement. It is not allowed for the Partner to use Tools and Final Products for another purpose than for which, in view of the nature and scope of the Agreement, they have been made available to the Partner, which is regarded as improper usage, implied in a not limited way: the, insofar as this is not included in the Agreement, provision of Final Products to third parties as well as offering them in any way directly or indirectly the possibility of obtaining Final Products. Improper use of Tools and/or

Final Products entitles Human Insight to immediate cancellation and obliges the Partner to immediately pay for the damages that Human Insight in connection with the improper use has suffered directly or indirectly.

3. All data that has been collected with the help of the Partner or Final User through the Tools, and become available to Human Insight, will be saved through a secured data server. Human Insight is free to also use these data, taking into account the Dutch Personal Data Protection Act, outside the scope of the parties' Agreement, for instance for statistical development and substantiation of the Tools and for their quality and deployment, knowledge transfer, scientific research, bench marketing sector research and big data aggregation.

4. To the extent that the data received from partners or Final Users contains information that can be traced back to individual Final Users, other persons or organisations, Human Insight will use the data exclusively in an anonymous manner outside the scope of the parties' Agreement. Non-anonymous data as referred to here will never be used or given to third parties for purposes that are not compatible with the execution of the parties' Agreement.

5. The rights the Partner is entitled to in accordance with the Agreement can never be carried over to third parties without permission in Writing.

## Article 9. | Maintenance of systems

1. Human Insight is at all times authorised to temporarily put the Online Partner Portal out of use completely or partly if she finds it necessary with regard to urgent maintenance of the Online Partner Portal. After prior discussion, as well as if the Partner cannot be reasonably affected by the inconvenience, Human Insight is entitled to temporarily put the Online Partner Portal out of use completely or partly, if she finds it necessary with regard to improving her services.

2. The Partner cannot claim compensation for damage as a result of accessibility restrictions within the Online Partner Portal that are not attributable to Human Insight.

3. Non-urgent maintenance work will be executed as much as possible at times the Partner will experience the least amount of inconvenience. However, Human Insight can never offer any guarantees with regard to this.

## Article 10. | Force majeure

1. Human Insight is not obliged to comply with any obligation under the Agreement if and insofar as they are prevented from doing so due to circumstances which under the law, a legal act or in the generally accepted views cannot be attributed to her.

2. If and insofar as the fulfilment of the Agreement is not permanently impossible due to force majeure, the execution of the Agreement will be suspended. If the fulfilment is permanently impossible, the parties can dissolve that part of the Agreement that has been affected by force majeure with immediate effect.

3. If Human Insight has already partly fulfilled its obligations at the start of the force majeure situation or can only partly fulfil its obligations, Human Insight is entitled to separately invoice the already executed part of the service, respectively executable part of the Agreement, as if there is an independent Agreement.

4. Damage as a result of force majeure does never, without prejudice to the application of the previous paragraph, qualify for compensation.



## Article 11. | Suspension and dissolution

1. Human Insight is if the circumstances allow it, authorised to suspend the execution of the Agreement or to dissolve the Agreement completely or partly with immediate effect, if and insofar as the Partner does not, not timely, or not completely fulfil the obligations under the Agreement, or after concluding the Agreement Human Insight has learned that certain circumstances give good reason to fear that the Partner will not fulfil its obligations.
2. If the Partner is in a state of bankruptcy, has requested suspension of payment, his goods are partly foreclosed or in cases where the Partner cannot otherwise freely access his assets, Human Insight is entitled to terminate the Agreement with immediate effect unless the Partner has already taken care of adequate security for the payment(s).
3. Furthermore, Human Insight is entitled to terminate the Agreement if certain circumstances arise in which fulfilment of the Agreement becomes impossible or unaltered maintenance thereof in reasonableness cannot be expected of her.
4. Unless this cannot be attributed to him, all in connection with the suspension and/or dissolution of the Agreement damage suffered by Human Insight is at the expense of the Partner.
5. The Partner is never entitled to any form of compensation in connection with the by Human Insight under this Article exercised suspension and dissolution rights.
6. If Human Insight terminates the Agreement on the grounds of this Article, all claims against the Partner are due immediately.

## Article 12. | Prices and payments

1. Unless explicitly stated otherwise, all by Human Insight stated prices are VAT-excluded.
2. Human Insight is entitled to annually change its prices based on the most recent Services Price Index (Dienstprijnsindex (DPI)) for computer programming, consultancy and related services (DPI nr. 62), published by the Central Bureau of Statistics (Centraal Bureau voor de Statistiek (CBS)).

3. Unless explicitly agreed otherwise, for instance in connection with periodic payments regarding the Partnership, payments must be made by bank transfer within 15 days after the invoice date in the by Human Insight prescribed manner. If the circumstances give Human Insight good ground to fear that the Partner will not or not completely fulfil the obligations under the Agreement, the Partner is obliged on Human Insight's first request to provide sufficient assurance with regard to the owed payments.
4. In the event of liquidation or bankruptcy of the Partner or suspension of payment from the Partner, the claims against the Partner are immediately due.
5. The Partner is not allowed to settle any claims on Human Insight with what Human Insight is claiming from the Partner.
6. If the Partner does not fulfil his payment obligation on time, the default of the Partner will be legally binding without any further notice of the default being required. From the day on which the Partner's default commences, the Partner owes interest of 1% per month on the outstanding amount, whereby part of the month is considered as a full month.
7. All reasonable costs incurred in obtaining the Partner's owed amounts, including (extra)judicial and execution costs based on the BIK law, are his to account for.
8. Human Insight is entitled to maintain the property of the in the context of the Agreement, received by the Partner or the by Human Insight generated property rights, documents and/or data files until the Partner has paid all payable claims Human Insight has on the Partner.

## Article 13. | Liability and indemnity

1. Except to the extent that there is a to Human Insight attributable shortcoming, she is never liable for any direct or indirect damage suffered by the Partner in connection with the use of the Online Partner Portal, the Tools and Final Products and other executions of the Agreement performed by Human Insight. In particular, Human Insight is not liable for any damage which, pursuant to the remainder of these general terms and conditions, is excluded.



2. Tools and Final Products are used at the sole risk of the Partner. Furthermore, the Final Products are distributed at the Partner's own risk, to the extent that the Partnership provides the distribution. With respect to results generated by Final Products, Human Insight does not provide any warranty.

3. Human Insight is, unless intent or conscious recklessness on her part towards the Partner, never liable for damage resulting from loss, damage or change of data, provided that Human Insight conforms to the General Data Protection Regulation (GDPR) (Algemene Verordening Gegevensbescherming (AVG)). In case the Partner suffers damage due to a to Human Insight attributable shortcoming regarding the processing of personal data, Human Insight indemnifies the Partner in respect of all claims. The Partner is independently responsible for his own obligations arising from the GDPR and indemnifies Human Insight against claims from third parties in this regard.

4. Human Insight cannot guarantee that software or equipment used by Partners and Final Users in relation to the application of Tools and Final Products, is fully suitable for that purpose. In respect to this, Human Insight is not liable in any way.

5. Human Insight is not liable for damage as a result of the unauthorised use of usernames and passwords to access the Online Partner Portal.

6. The Partner who provides the data by means of the Online Partner Portal or the Tools, warrants that he is entitled to do so and that posting this data does not infringe the rights of third parties or any legal prescription. The Partner indemnifies Human Insight from all claims from third parties in this regard.

7. Human Insight does not control and is not responsible or liable for the quality, security, legality, integrity or correctness of the via the Online Partner Portal data posted by the Partner of Final User.

8. Human Insight makes every effort to optimise the correct functioning and accessibility of the Online Partner Portal and parts thereof, including Tools and Final Products. However, because the availability of electronic communication services is partly dependent on third

parties and other circumstances Human Insight cannot control, Human Insight cannot guarantee that the services are available indefinitely, or that all features of the Online Partner Portal function without any problems at all times. All liability of Human Insight is in this regard excluded.

9. Human Insight is not liable for any damage as a result of incorrect or incomplete information provided by the Partner of Final User.

10. Human Insight is never liable for consequential damage, including loss of profit, suffered loss or damage as a result of business interruption. If Human Insight is, despite the provisions in these general terms and conditions, still liable, only direct damage is eligible for compensation. Direct damage is exclusively understood as:

- the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage that in these conditions qualifies for compensation;
- the reasonable costs incurred to satisfy the faulty performance of Human Insight to the Agreement, insofar as this can be attributed to Human Insight;
- the reasonable costs incurred to prevent or limit the damage, insofar as the Partner demonstrates that these costs have led to limitation of the damage that in these conditions qualifies for compensation.

11. Human Insight's liability is, in any case, limited to no more than the invoice value of the Agreement, at least to that part of the Agreement to which this liability relates. In case the Agreement has a lead time that exceeds six months, the invoice value, calculated over the last six months for the determination of the invoice value as referred to in the previous sentence, prior to the moment that the Partner was aware or could reasonably have been aware of the damage, is taken as the starting point.

12. A condition for any right to compensation is that the Partner, immediately after the occurrence or the (possible) discovery of the damage, notifies Human Insight in Writing. Any claim for compensation will lapse if the Partner does not contact Human Insight within a reasonable time, which expires in any case after 12 months after the claim was made.



13. Except in case of intent or conscious recklessness on the part of Human Insight, the Partner indemnifies Human Insight from all claims made by third parties, including Final Users, for whatever reason, with regard to compensation for damage, costs or interest, directly or indirectly related with the performance of the Agreement by or on behalf of Human Insight.

## Article 14. | Final provisions

1. To any Agreement and all resulting legal relationships between partners only the Dutch law applies.
2. Before appealing to the court, the parties are obliged to make every effort to resolve the dispute by mutual consultation.
3. Exclusively the District Court of The Hague is authorised to resolve disputes arising out of or in accordance with the Agreement.

