

# GENERAL TERMS AND CONDITIONS – HUMAN INSIGHT B.V.

*his translation has been prepared for the convenience of Human Insight's foreign customers. It is stressed that the official text of the General Terms and Conditions is contained in the Dutch Algemene Voorwaarden Human Insight B.V. In the event of interpretation differences between the Dutch and the English text, the Dutch text shall prevail.*

## ARTICLE 1. | DEFINITIONS

In these General Terms and Conditions, the following capitalised terms will be used with the following meaning in so far as the nature or purport of the provisions does not entail otherwise.

- Human Insight: Human Insight B.V., having its registered office at Zuid Hollandlaan 7, 2596 AL The Hague.
  - Partner: any natural person or legal entity, in so far as acting in the conduct of a profession or business, with whom Human Insight has concluded or intends to conclude an Agreement.
  - Agreement: any agreement formed between Human Insight and the Partner under which Human Insight has undertaken to perform one or more of the following vis-à-vis the Partner:
    - making available the Online Partner Portal;
    - making available Tools;
    - the (automated) production of End Products;
    - the performance of Services.
  - Online Partner Portal: the section of the web space for access to Tools and End Products operated by Human Insight that is exclusively accessible to the Partner through its user name and password.
  - Tools: the applications offered by Human Insight in the context of the Agreement to create End Products.
  - End Products: reports, documents and other data files generated through the Tools.
  - Services: all services to be provided by or on behalf of Human Insight under the Agreement that may consist of setting up the Online Partner Portal on the instructions of the Partner, project management, providing technical or practical training and/or workshops, certification training, Master Classes, Practitioner Workshops, network meetings, peer review to be applied by the Partner for the purpose of knowledge sharing, as well as other substantive and operational support, whether or not based on a Service Level Agreement, when using the Online Partner Portal, the Tools and End Products.
  - Partnership: a form of collaboration developed by Human Insight on the basis of which the Partner, in the context of an Agreement, can purchase a definite or indefinite quantity of Tools for a certain period of time, which enables the Partner to have access via the Online Partner Portal.
  - End Users: all third parties that make direct or indirect use of the Tools and/or End Products on the basis of a contractual relationship with the Partner.
0. In Writing: traditional written communication as well as communication to be stored on a durable data carrier, such as communication by email.

## ARTICLE 2. | GENERAL PROVISIONS

- These General Terms and Conditions apply to all offers from Human Insight and every Agreement formed.
- These General Terms and Conditions also apply to Agreements for whose performance third parties must be engaged. These General Terms and Conditions have also been stipulated for the benefit of third parties to be engaged by Human Insight. They may also invoke the provisions of these General Terms and Conditions vis-à-vis the Partner.
- The applicability of any general terms and conditions or other terms and conditions of the Partner is expressly rejected.
- The provisions of these General Terms and Conditions may only be deviated from in Writing. If and in so far as what the parties have expressly agreed in Writing deviates from the provisions of these General Terms and Conditions, what the parties have expressly agreed in Writing will apply.

## ARTICLE 3. | OFFER AND FORMATION OF AGREEMENTS

- Any offer by Human Insight is without obligation, even if it sets a term for acceptance.
- Evident errors and mistakes in Human Insight's offer do not bind it.
- No rights can be derived by the Partner from an offer by Human Insight that is based on incorrect or incomplete data provided by the Partner.
- Every Agreement is formed by an offer and acceptance. If the acceptance of the Partner deviates from the offer by Human Insight, the Agreement will not be formed in accordance with such deviating acceptance, unless Human Insight indicates otherwise.
- If the Partner concludes the Agreement on behalf of another natural person or legal entity, it declares that it is authorised to do so by entering into the Agreement. Along with this natural person or legal entity, the Partner is jointly and severally liable for the performance of the obligations under that Agreement.

## ARTICLE 4. | THIRD PARTIES AND PERIODS

- Human Insight is at all times authorised to leave the performance of the Services, including, but not limited to, training and workshops, in whole or in part to third parties. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- Without prejudice to the Partner's right to proper performance of the Agreement and the associated right to have any improper performance by third parties remedied, Human Insight is not liable for damage resulting from failures attributable to the third parties referred to in the previous paragraph, unless these third parties provide Services which Human Insight, in view of its own business operations, also performs under its own responsibility for its counterparties. All of the above is in accordance with the statutory rules governing strict liability for non-subordinate agents.
- All periods for performance and delivery stated by Human Insight are always indicative, non-fatal periods. Any default on the part of Human Insight only takes effect after the Partner has given Human Insight notice of default in Writing, in which notice of default the Partner must state a reasonable period within which the Agreement may still be performed, and the Agreement has still not been performed after said period has expired.
- Periods for performance, delivery and completion do not commence until Human Insight has received all the data required for performance or completion from or through the Partner.

## ARTICLE 5. | GENERAL OBLIGATIONS OF THE PARTNER

- If and in so far as such is necessary for the proper setup and performance of an Agreement, the Partner, whether or not at the request of Human Insight, is at all times obliged to make all information available to Human Insight as soon as this is required for the performance of the Agreement, in the manner prescribed by it. Furthermore, the Partner must at all times provide all cooperation required for the performance of the Agreement to Human Insight. The Partner must take all reasonable measures to optimise the performance of the Agreement.
- The Partner warrants that within the context of the Agreement it will use the Tools and End Products with the consent of the End Users concerned. The Partner further warrants that it will inform End Users of the rights and obligations with regard to the use of the Tools and End Products to the extent that the End User obtains access to these or these are made available to it. The Partner must expressly communicate to the End User, no later than upon this access/availability, that:
  - all intellectual property rights to the Tools and all End Products generated through the Tools remain vested in Human Insight without restriction;
  - the Tools and End Products may only be used for the purpose for which they were made available to the End User.

## ARTICLE 6. | PERFORMANCE OF SERVICES

- In the event that, on the Partner's instructions, work is performed that falls outside the substance or scope of the Agreement, the associated costs will be borne by the Partner in accordance with the usual rates applied by Human Insight.
- In the event that Services are provided at the Partner's premises or at another location designated by the Partner, Human Insight must be able to perform the Services in a space suitable for that purpose and must be able to use, free of charge, all facilities reasonably required by it at that location, including equipment, such as computers, as well as a reliable internet connection.
- Human Insight undertakes to perform the Services to the best of its knowledge and ability. However, Human Insight only undertakes a best-efforts obligation; the achievement of results for the Partner is partly dependent on external factors that cannot be influenced by Human Insight, such as the efforts of the Partner and the persons engaged by it in the performance of the Services, preventing Human Insight from being able to guarantee the results envisaged by the Partner.

## CONFIDENTIALITY

- Unless the nature or purport of the Services to be provided opposes confidentiality, the Partner and Human Insight will keep confidential all confidential information of which they have taken cognisance in connection with the performance of Services and that is directly related to the business or organisation of the other party. All information that the parties have indicated as confidential or that the other party should reasonably know to be confidential is considered to be confidential information.
- The Partner is obliged to keep confidential all advice, knowledge, skills and documentation of which it has taken cognisance or which have been made available to it through Human Insight in connection with the performance of the Services, or at least to use these solely for the purpose for which they were provided.
- The previous two paragraphs of this article do not apply if and in so far as a statutory provision or court decision obliges one of the parties to provide the information referred to in those paragraphs to third parties.
- The Parties are obliged to impose the obligations under this Article on any third parties to be engaged by them in the Services.

## ARTICLE 7. | PARTNERSHIPS

- In principle, a Partnership that has been entered into gives the Partner the right to use the Online Partner Portal in accordance with what has been expressly agreed between the parties.
- Partnerships are entered into for the fixed period expressly agreed between the parties.
- After expiry of the agreed period, partnerships will always be tacitly renewed for the length of the originally agreed period, unless the Partnership was terminated in good time in accordance with the following paragraphs.
- Partnerships end by termination subject to one month's notice. Notice of termination must always be given with effect from the end of the agreed period.
- Notice of termination by the Partner must be given in Writing, addressed to the Partner's contact at Human Insight. Termination by the Partner will not have any consequences until this contact has confirmed in Writing that the notice of termination has been received.
- After termination of the Partnership, the Partner may only purchase Tools/End Products at the rates offered on the Online Partner Portal at that time, with entitlement to the rates and the other agreed conditions of the Partnership having expired.

## ARTICLE 8. | INTELLECTUAL PROPERTY AND RIGHTS OF USE

- All intellectual property rights, including database rights and copyrights, to Human Insight's methods and ways of working, to the Tools, to all End Products generated through the Tools, and to the Online Partner Portal remain vested in Human Insight without restriction, even after termination of the Agreement.
- The Partner only obtains the non-exclusive, non-transferable and non-sublicensable right of use to the Online Partner Portal, the Tools and End Products, and only to the extent that their use is directly related to the nature and purport of the Agreement. The Partner is not permitted to use Tools and End Products for any purpose other than that for which they, in view of the nature and purport of the Agreement, have been made available to the Partner. Such use is considered improper use, which includes, without limitation, in so far as such is not laid down in the Agreement, providing End Products to third parties or offering third parties the direct or indirect possibility of obtaining End Products in any way. Improper use of Tools and/or End Products gives Human Insight the right to reverse such use immediately and obliges the Partner to compensate the damage directly or indirectly suffered by Human Insight in connection with the improper use.
- All data collected with the help of the Partner or End User through the Tools and made available to Human Insight are stored by means of a secure data server. With due observance of the Personal Data Protection Act, Human Insight is free to use these data also outside the context of the Agreement concluded between the parties, for example for the statistical development and foundation of the Tools and their quality and deployment, knowledge transfer, scientific research, benchmarking, sector research and big data aggregation.
- To the extent that data received from partners or End Users contain information that can be traced back to individual End Users, other persons or companies, Human Insight will use such data outside the context of the Agreement concluded between the parties in anonymised form only. Non-anonymous data as referred to above will never be used or made available to third parties by Human Insight for purposes that are not compatible with the performance of Agreements concluded between the parties.
- The rights accruing to the Partner in connection with the Agreement may never be transferred to third parties without Human Insight's prior consent in Writing.

## ARTICLE 9. | MAINTENANCE OF SYSTEMS

- Human Insight is at all times authorised to temporarily close down the Online Partner Portal in whole or in part, or have it closed down in whole or in part, if, in its opinion, this is desirable in connection with urgent maintenance of the Online Partner Portal. After prior consultation, as well as in cases where the Partner cannot reasonably experience any hindrance from it, Human Insight is entitled to temporarily close down the Online Partner Portal in whole or in part or have it closed down in whole or in part, if, in its opinion, this is desirable in connection with improving its services.
- The Partner cannot claim compensation for damage resulting from access restrictions of the Online Partner Portal that cannot be attributed to Human Insight.
- Non-urgent maintenance work will be carried out as much as possible at times when the Partner will experience the least hindrance from it. However, Human Insight can never offer any guarantee in this respect.

## ARTICLE 10. | FORCE MAJEURE

- Human Insight is not obliged to perform any obligation under the Agreement if and in so far as it is hindered by conditions that cannot be attributed to it pursuant to the law, a legal act or generally accepted practice.
- If and in so far as performance of the Agreement is not permanently impossible due to force majeure, performance of the Agreement will be suspended. If performance is permanently impossible, the parties may dissolve the Agreement to the extent affected by force majeure with immediate effect.
- If, upon occurrence of the force majeure situation, Human Insight has already performed part of its obligations or can only perform part of its obligations, Human Insight will be entitled to invoice the part already performed or the part of the Agreement that can be performed separately, as if there were an independent Agreement.
- Damage resulting from force majeure will never be eligible for compensation, without prejudice to the applicability of the previous paragraph.

## ARTICLE 11. | SUSPENSION AND DISSOLUTION

- If the circumstances justify this, Human Insight is authorised to suspend the performance of the Agreement or to dissolve the Agreement in whole or in part with immediate effect, if and in so far as the Partner fails to perform the obligations under the Agreement, or fails to do so in good time or in full, or if and in so far as circumstances become known to Human Insight after entering into the Agreement that give good reason to fear that the Partner will not perform its obligations.
- If the Partner is bankrupt, has applied for suspension of payments, has had any attachment levied on its goods or in cases where the Partner cannot otherwise freely dispose of its assets, Human Insight is entitled to dissolve the Agreement with immediate effect, unless the Partner has already provided sufficient security for the payment(s).
- Furthermore, Human Insight is entitled to dissolve the agreement if circumstances arise that are such that performance of the Agreement is impossible or unchanged maintenance of the Agreement cannot reasonably be required of Human Insight.
- All damage suffered by Human Insight in connection with the suspension and/or dissolution of the Agreement will be borne by the Partner unless this damage cannot be attributed to it.
- The Partner is never entitled to any form of damages in connection with the right of suspension and dissolution exercised by Human Insight on the basis of this article.
- If Human Insight dissolves the Agreement pursuant to this article, all claims against the Partner will become immediately due and payable.

## ARTICLE 12. | PRICES AND PAYMENTS

- Unless expressly stated otherwise, all prices stated by Human Insight are exclusive of VAT.
- Human Insight is entitled to change its prices annually on the basis of the most recent Price Index for Services (DPI) for computer programming, consultancy and related services (DPI no. 62) published by Statistics Netherlands.
- Unless expressly agreed otherwise, for example in connection with periodic payments in respect of a Partnership, payments must be made by bank transfer within 15 days of the invoice date, in the manner prescribed by Human Insight. If the circumstances give Human Insight good reason to fear that the Partner will not

perform its obligations under the Agreement in whole or in part, the Partner is obliged to provide security for the payment(s) owed by it at Human Insight's first request.

- In the event of liquidation, bankruptcy or suspension of payments on the part of the Partner, the claims against the Partner will become immediately due and payable.
- The Partner is not permitted to set off any claims it has against Human Insight against any claims Human Insight has against the Partner.
- If the Partner fails to comply with its payment obligation in good time, the Partner will be in default by operation of law without any further notice of default being required. From the day on which the Partner's default commences, the Partner will owe interest of 1% per month on the outstanding amount, with part of a month being considered a full month.
- All reasonable costs incurred in obtaining the amounts owed by the Partner, including judicial and extrajudicial costs and enforcement costs on the basis of the Extrajudicial Collection Costs (Standards) Act (*Wet normering buitengerechtelijke incassokosten*) will be borne by the Partner.
- Human Insight is entitled to retain the items, proprietary rights, documents and/or data files received from or through the Partner, or the items, proprietary rights, documents and/or data files generated by Human Insight under the Agreement until the Partner has paid all due and payable claims that Human Insight has against the Partner.

## ARTICLE 13. | LIABILITY AND INDEMNIFICATION

- Except in so far as there is a failure that is attributable to Human Insight, it will never be liable for any direct or indirect damage suffered by the Partner in connection with the use of the Online Partner Portal, the Tools and End Products and other performance of the Agreement by Human Insight. In particular, Human Insight is not liable for any damage which is excluded pursuant to the other provisions of these General Terms and Conditions.
- Tools and End Products are used at the Partner's own risk. Furthermore, End Products are distributed at the Partner's own risk, in so far as the Partnership provides for distribution. With regard to results generated through End Products for Partners and End Users, Human Insight provides no guarantee whatsoever.
- Human Insight cannot warrant that software or equipment used by Partners and End Users in connection with the application of Tools and End Products is (fully) suitable for that purpose. Human Insight assumes no liability whatsoever in this respect.
- Human Insight is not liable for damage resulting from any unauthorised use of user names and passwords to gain access to the Online Partner Portal.
- The Partner that provides data through the Online Partner Portal or the Tools, or that allows its data to be provided in this manner, guarantees that it is entitled to do so and that the posting of such data does not constitute a violation of the rights of third parties or any statutory provision. The Partner indemnifies Human Insight against all third-party claims in this respect.
- Human Insight does not control, and is not responsible or liable for the quality, security, lawfulness, integrity and accuracy of any data posted by the Partner or End User through the Online Partner Portal or the Tools.
- Human Insight endeavours to optimise the proper functioning and accessibility of the Online Partner Portal and any parts thereof, including the Tools and End Products. However, since the availability of the electronic communication services depends in part on third parties and other circumstances beyond Human Insight's control, Human Insight cannot guarantee that the offer will be available without limitation and that all functionalities of the Online Partner Portal will always function smoothly. Any liability of Human Insight in this respect is excluded.
- Human Insight assumes no liability whatsoever for damage resulting from incorrect or incomplete data provided by the Partner or the End User.
- Human Insight will never be liable for consequential damage, including lost profits, suffered losses and damage resulting from business interruption. If, despite the provisions of these General Terms and Conditions, there is nevertheless any liability on the part of Human Insight, only direct damage will be eligible for compensation. Direct damage is understood to mean exclusively:
  - the reasonable costs of determining the cause and extent of the damage, in so far as the determination relates to damage that is eligible for compensation within the meaning of these General Terms and Conditions;
  - any reasonable costs incurred to make Human Insight's defective performance conform to the Agreement, in so far as this defective performance can be attributed to Human Insight;
  - reasonable costs incurred in preventing or limiting damage, in so far as the Partner demonstrates that these costs led to limitation of the damage that is eligible for compensation within the meaning of these General Terms and Conditions.
- In any event, Human Insight's liability will not exceed the invoice value of the Agreement, or the invoice value of that part of the Agreement to which this liability relates. Where the Agreement is for a term exceeding six months, the invoice value referred to in the previous sentence will be determined by calculating the invoice value over the last six months prior to the date on which the Partner became aware or could reasonably have become aware of the damage.
- A precondition for the existence of any right to compensation is that the Partner will notify Human Insight in Writing immediately after the damage has occurred, has been discovered or could have been discovered. Any claim for compensation will lapse if the Partner does not lodge a relevant complaint with Human Insight within a reasonable period, which period will in any event expire as soon as 12 months have passed since the inception of the claim.
- Except in the event of intent or deliberate recklessness on the part of Human Insight, the Partner indemnifies Human Insight against all third-party claims, including claims from End Users, on any basis whatsoever, with regard to the compensation of any damage, costs or interest that is directly or indirectly related to the performance of the Agreement by or on behalf of Human Insight.

## ARTICLE 14. | PERSONAL DATA

- Terms defined in the General Data Protection Regulation (EU) 2016/679 ("GDPR") have the same meaning in this Article 14.
- Except in the event of intent or deliberate recklessness on the part of its management, Human Insight will never be liable towards the Partner for damage resulting from the loss, corruption or confusion of data, on the understanding that Human Insight complies with the GDPR.
- The Partner is independently responsible for its own obligations ensuing from the GDPR and indemnifies Human Insight B.V. and all persons affiliated with Human Insight B.V. against any third-party claims and other damage suffered by Human Insight B.V. or a person affiliated with Human Insight B.V. in connection with the alleged unlawful processing of personal data during the assignment, to the extent that Human Insight B.V. has received the personal data from the Partner or on its instructions.
- The Partner will provide the data subject with information about the processing of personal data during the assignment as required by the GDPR. The Partner will do so within the period applicable in that respect pursuant to the GDPR. Human Insight B.V. will be the point of contact for data subjects exercising their rights under the GDPR against Human Insight B.V.
- After becoming aware of a personal data breach in connection with any personal data processed during the assignment, the Partner and Human Insight B.V. will inform each other without delay. The Partner and Human Insight B.V. will consult together before reporting the breach to supervisory authorities and data subjects.
- The Partner and Human Insight B.V. will inform each other without delay of any investigation by a supervisory authority in connection with the processing of personal data during the assignment.
- Human Insight B.V. refers to its privacy statement for more information on how it handles your personal data [https://www.human-insight.nl/wp-content/uploads/2021/12/Privacy\\_Policy\\_NL.pdf](https://www.human-insight.nl/wp-content/uploads/2021/12/Privacy_Policy_NL.pdf). If and to the extent that Human Insight B.V. acts as a processor (within the meaning of the GDPR), Human Insight B.V. will conclude a data processing agreement, laying down further arrangements between the parties.

## ARTICLE 15. | FINAL PROVISIONS

- Any Agreement and all legal relationships between the parties ensuing therefrom are governed exclusively by Dutch law.
- Before turning to the court, the parties are obliged to make every effort to resolve the dispute in mutual consultation.
- The District Court of The Hague has exclusive jurisdiction to examine disputes ensuing from or relating to the Agreement.