

General terms and conditions Stichting Mind at Work

Applicable to contracts and agreements with Stichting Mind at Work established in Almere hereinafter referred to as the contractor, registered with the trade register under number 4124538.

Article 1 **General**

1. The client is the natural or legal person who has commissioned the contractor to perform work.
2. These conditions also apply if the contractor uses third parties. Activities: Any work which has been commissioned, arising out of, or directly related to, the contract or duly carried out.
3. Agreement: Any appointment between the client and the contractor to carry out activities by the contractor for the benefit of the client, in accordance with the provisions of the offer or agreement.

Article 2 **Applicability**

1. These terms and conditions apply to all agreements entered into by the contractor within the framework of his services.
2. Deviations from these conditions are only valid if and insofar as they have been agreed in writing between the client and the contractor and only the relevant agreement applies.
3. Terms and conditions of delivery of the client are not valid. Their applicability is expressly rejected by the contractor.
4. The conduct and professional rules for the contractor are part of the agreement. The client declares that the obligations resulting from the contractor will always be fully respected.
5. If any provision of these terms and conditions is void or destroyed for any reason, the remainder of these terms and conditions shall remain in full force and effect. The non-applicable provision will be replaced by a permissible similar provision by the contractor.

Article 3 **Commencement and duration of the agreement**

1. Tenders from the contractor are valid for 3 months, unless a different acceptance period is explicitly included in the quotation. An agreement is concluded after agreement on the quotation or a registration form.
2. The agreement is entered into indefinitely, unless the content, nature or scope of the agreement results in the contract being entered into for a certain period of time.
3. The content of the agreement is based on the information provided by the client to the contractor.
4. The contract ends if:
 - a. To the client (provisional) suspension of payment is granted or if the client is declared bankrupt.
 - b. There is attributable shortcoming in the fulfilment of the obligations arising from the agreement by one of the parties and the other party after written notice of default or expiry of the acceptance period the agreement decomposes.

Article 4 **Client Data**

1. The client is obliged to provide all particulars and documents, which the contractor needs in accordance with his judgement for the correct execution of the agreement, timely and in the desired form and in the desired manner available to the contractor.
2. The contractor shall have the right to suspend the execution of the agreement until the client has complied with the obligation referred to in the preceding paragraph.
3. The additional costs and additional fees resulting from the delay in the execution of the contract, arising from the non-timely or not properly making available the necessary data and documents, are borne by the client.

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Article 5 **Execution of the contract**

1. The service that the client wishes to make use of is described in an agreement. Any changes not recorded in the initial agreement will only commence after the contractor and the client have agreed to this in writing.
2. The contractor endeavors to carry out in the assignment the best insight, ability and in accordance with the requirements of professional competence. The contractor guarantees continuity in the provision of services except in case of force majeure. The contractor is authorized to enable third parties to execute the assignment. The contractor retains the final responsibility.
3. The contractor carries out the contract in accordance with the applicable behavioural and professional rules of the NIP (Netherlands Institute for Psychologists) and according to the GDPR (General Data Protection Regulation).
4. The client is obliged to cooperate fully in the execution of the contract/agreement and to provide the contractor with all the necessary services.
5. Complaints or claims regarding the provision of services should be communicated to the contractor in writing as soon as possible after the defect has been discovered or could reasonably have been discovered.

Article 6 **Tariffs**

1. All services are subject to the rates in the offer approved by the client.
2. The tariff of the contractor does not depend on the outcome of the agreement granted.
3. If a person called up by the contractor, for the purpose of the contract to be carried out, does not appear or appears to be at home, the client shall be obliged to pay the costs for the contractor.
4. The agreed rate is fixed and is recorded in writing in the registration form or in the agreement drawn up for that purpose.
5. All amounts owed by the client to the contractor will be charged separately for the turnover tax.

Article 7 **Payment**

1. Payment must be made, without deduction, discount or debt settlement, within thirty (30) calendar days after the invoice date on the bank account indicated by the contractor. Payment must be made in euros.
2. If the client has not paid within the period prescribed under 1, the contractor shall be entitled, without further notice of default and without prejudice to the other rights of the contractor, to charge the statutory interest from the expiry date to the date of overall satisfaction.
3. All reasonable judicial and extrajudicial (collection) costs incurred by the contractor as a result of non-fulfilment of the payment obligations by the client are borne by the client.
4. The extrajudicial costs are set at least 15% of the amount to be recovered with a minimum of 125,- euro.
5. In the absence of timely payment, the contractor is entitled to suspend the execution of the agreement/contract. This does not affect the client's obligations to pay the amount owed.
6. If the client's creditworthiness reasonably gives rise to this, the contractor will require additional collateral.

Article 8 **Confidentiality and prohibition of disclosure**

1. Unless he has a legal or professional obligation to disclose, the contractor is obliged to maintain confidentiality against third parties.
2. The contractor is based on the copyright of the models, instruments and protocols used for the execution of the contract and developed by the contractor.

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Article 9 **Intellectual Property**

1. Client warrants that the use of the information provided by the contractor: Mind at Work will not infringe patent rights, trademark rights, model rights, copyrights or other rights of third parties.
2. All intellectual property rights are vested in the contractor. The client acknowledges these rights and will refrain from any breach thereof.
3. The client indemnifies the contractor against any claims arising from breach of the rights and the client referred to in the preceding paragraph, the contractor shall reimburse all damages resulting from any breach.

Article 10 **Liability**

1. The contractor shall not be liable for any damage caused by:
 - a. The client has incorrectly and/or incompletely informed the contractor;
 - b. Activities entrusted to a third party in consultation with the client are not carried out, unsound and/or untimely;
 - c. The client has not allowed the contractor to realise the repair of the work carried out in reasonable judgement.
2. The contractor shall not be liable for damage or nullified documents during transport or dispatch by post, fax or e-mail, irrespective of whether the carriage or dispatch is effected by or on behalf of the client, the contractor or third parties.
3. The contractor and the client shall indemnify and defend each other against all claims of third parties which are directly or indirectly related to the execution of the agreement.
4. Any personal, out-of-contract liability for errors of the contractor's staff or of third party engaged by them is expressly excluded.
5. The contractor shall not be liable for any damage to the extent that it arises from the fact that the client or its employed employees bear liability for this.
6. The contractor shall be liable for the improper fulfilment of its obligations which are not in accordance with the professional requirements which the client may reasonably expect from the contractor.
7. In all events contractor's liability is limited to the amount that the client has been invoiced under the relevant contract.

Artikel 11 **Non-attributable shortcoming**

1. In the event of force majeure of the contractor, the obligations to which the force majeure relates under the agreement will be suspended as long as the force majeure continues. Force majeure is understood to mean any of the will of the contractor independent circumstance which prevents the fulfilment of the agreement permanently or temporarily and which cannot reasonably be attributed to the contractor.
2. If the force majeure has lasted for three months, or once it is established that the force majeure will last for more than three months, both the client and the contractor shall be entitled to cease the contract in the interim, subject to any notice. Then the client owes such a part of the agreed remuneration as the state of the work carried out.

Article 12 **Cancellation and dissolution**

1. The client and the contractor may terminate the agreement unilaterally, if one of them considers that the execution of the contract can no longer be in accordance with the confirmed offer and any subsequent adjustments. This must be made known in writing and motivated to the other party.
2. If an early termination has been effected by the client, the contractor has the right to compensation due to the resulting and plausible loss of occupancy, whereby the average monthly declaration

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amount is starting point.

3. If and to the extent that the contractor terminates the contract by termination, he is obliged to inform the client of the reasons which underlie the termination and to do all the circumstances in the interest of the client requirements.
4. In case of failure by the other party to fulfil its obligations under the contract or other agreements resulting therefrom, and in the event of its bankruptcy, suspension of payment and in the event of cessation of the undertaking, Revocation of any permits, seizure of (part of) business property or goods intended for the performance of the contract, liquidation or acquisition or similar condition of the company of the other party, the contractor shall have the right to terminate the agreement with immediate effect.
5. The dissolution shall be made in writing by registered letter.
6. The dissolution of the agreement does not relieve parties of their ongoing obligations under the agreement and general terms and conditions, such as, for example: secrecy, liability and intellectual property.

Article 13 **Applicable law**

All agreements between the client and the contractor to which these conditions apply, exclusively Dutch law applies.

Article 14 **Disputes**

1. In the event of a dispute, the client and the contractor will consult to find a solution to the dispute.
2. All disputes, including those considered by one party as such, which may arise or between the parties in the continuation of the interpretation of the written confirmation and/or agreement or its execution, shall be as possible by means of good consultation to a solution.
3. If the client and the contractor have not succeeded in resolving the dispute within four (4) weeks, the dispute shall be subject to the judgment of the competent court unless compelling competency rules preclude this choice.
4. All disputes relating to the activities of the contractor will be settled by the Dutch judge, by the exclusion of other judges, which is relatively competent for the location where the contractor is established.

The general terms and conditions of Stichting Mind at Work are available for inspection at the Chamber of Commerce, number 41214538