

## GENERAL TERMS AND CONDITIONS

### A. General Terms

#### 1. The company

LIMES international human resources B.V. ('LIMES') is a private limited liability company with its registered office in Leiden, the Netherlands, LIMES international human resources B.V. and is registered with the Chamber of Commerce in The Hague under number 54153670 LIMES' objective is to practise as a tax consultancy (nationally and internationally).

#### 2. Applicability of these General Terms and Conditions

These General Terms and Conditions shall apply to all current assignments and to every new assignment agreement between a client and LIMES as well as to any work undertaken or to be undertaken by or on behalf of LIMES and to all the legal relationships LIMES has with third parties. The General Terms and Conditions shall also apply to supplementary and follow-up assignments.

The provisions of these General Terms and Conditions have not only been stipulated for the benefit of LIMES, its executive board, shareholders and employees, but also for the benefit of all persons involved by LIMES in the execution of the assignment, such as any third parties it engages. Former members of LIMES' executive board, its former shareholders and former employees, as well as the heirs of these people, may also rely on these General Terms and Conditions. These General Terms and Conditions have been drawn up in both Dutch and English. In the event of any discrepancy between the English and Dutch texts of these General Terms and Conditions, the Dutch text shall be binding. LIMES expressly rejects the applicability of any general terms and conditions used by the client, unless LIMES has explicitly agreed to these in writing.

#### 3. The agreement

An agreement to undertake an assignment shall come into effect the moment the confirmation of the assignment, signed by both the client and LIMES, has been returned to and received by LIMES. If an assignment is agreed verbally or if the assignment confirmation has not (as yet) been signed and returned to LIMES but the work has already commenced, then the assignment shall be deemed to have come into effect, under the applicability of these General Terms and Conditions, the moment LIMES, at the client's request, commenced executing the assignment. All the assignments shall be exclusively accepted and executed by LIMES, even when it is the express or tacit intention that an assignment be wholly or partially executed by a specific person.

The scope of Book 7, Articles 404, 407, paragraph 2, and 409, of the Dutch Civil Code is excluded, even if an assignment is issued to one or more specific persons.

#### 4. Information

On its own initiative and as quickly as possible, the client shall always provide all the data and information which it could reasonably be expected to know LIMES would require for the correct execution of the assignment; this data and information should be provided in: a) the time period, b) the form, and c) the manner requested by LIMES. In addition, the client shall upon first request by LIMES provide LIMES with all the data and information which, in the opinion of LIMES, is required for the correct execution of the assignment; this data and information should also be provided in: a) the time period, b) the form and c) the manner requested by LIMES.

Unless explicitly agreed otherwise in writing, the client shall vouch for the correctness, completeness, reliability and legitimacy of the data and information provided by or on behalf of it to LIMES, even when the data and information is provided through third parties or originates from third parties.

At all times, the client shall immediately inform LIMES of any facts and circumstances which could be important to the execution of the assignment.

LIMES retains the right to suspend execution of the assignment until the moment the client has complied with the aforementioned obligations. Extra costs and extra hours, as well as any other damages incurred by LIMES as a result of the client's failure to comply with the aforementioned obligations, shall be for the account and risk of the client. LIMES shall retain files for a period of seven years, after which they shall be destroyed. If and insofar as the client requests the return of its files within the aforementioned time period, the relevant files shall be returned to the client.

The client is responsible for correct compliance with all applicable legislation and regulations governing the protection of personal data; this includes any personal details about the client's personnel, clients or third parties provided or made available to LIMES, even if these personal details originated from third parties or the third parties were instructed by the client to provide them. LIMES may not be called to account by the client in relation to any failure to comply or comply correctly with this provision.

## **5. Execution of the agreement**

The assignment shall be executed exclusively for the benefit of the client; third parties may not derive any rights from the substance of the work and/or the advice provided. The client shall indemnify LIMES against any claims from third parties alleging they have suffered direct or indirect damages as a result of the work undertaken or being undertaken by LIMES for the benefit of the client.

LIMES shall decide how and by whom the assignment is to be executed. In the execution of the assignment, LIMES shall be directed by the interests of the client and shall take account of all applicable regulations, including the rules of procedure of the Dutch Association of Tax Advisers [NOB] and of the Register of Tax Advisers.

The assignment implies that LIMES shall perform to the best of its ability; it implies neither an obligation to produce specific results nor does it recognise a final deadline, unless explicitly agreed otherwise. During the execution of the assignment, LIMES shall act in the way that could be expected of a reasonably competent and reasonably acting tax adviser.

## **6. Engaging third parties**

During execution of the assignment, LIMES shall be entitled to engage third parties, including persons (legal entities) registered outside the Netherlands, if and insofar as LIMES deems it necessary. As far as possible, LIMES shall discuss the engagement of third parties with the client in advance. The costs of these third parties shall be for the account of the client, even if there is an interim change in the use of the third parties.

LIMES shall not act as the client of these third parties; LIMES' client shall also be the client of any third parties engaged.

Should a third party engaged by LIMES have limited its liability in respect of the work it is undertaking, LIMES shall assume and, if necessary, stipulate, by virtue of this agreement, that all the assignments granted to it include the power to accept such a limitation of liability on both its own behalf and that of the client's.

LIMES shall be permitted to make confidential information about the client known to any third party engaged for the execution of the assignment, unless the client has given prior indication that its permission must always be requested before the provision of such information.

LIMES shall not be liable for any act or omission on the part of (engaged) third parties, even when these third parties are persons (legal entities) registered outside the Netherlands; the scope of Book 6 Article 76 of the Dutch Civil Code is excluded.

## **7. Timeframes**

Timeframes shall only be deadlines if explicitly agreed in writing.

If the client is due to make a payment (an advance payment) or if, for the execution of the assignment, it needs to make essential data and information available, then any timeframe within which the work should be completed shall only become effective once LIMES has received the entire payment or, respectively, had all the data and information made available to it. Unless it has been established that execution of the agreement is permanently impossible, the client may not terminate the agreement on the grounds of the timeframe being exceeded until - following the expiry of the agreed timeframe - it has granted LIMES a reasonable recovery period within which to execute the assignment (completely) and LIMES still fails, or partially fails, to complete the assignment within this newly agreed period.

## **8. Termination**

The agreement to undertake an assignment shall be entered into for an indefinite period of time, unless explicitly agreed otherwise in writing. At all times, either the client or LIMES may terminate the agreement (early) taking account of a reasonable notice period, unless termination, or termination within a specific period, can be opposed on the grounds of reasonableness and fairness. The other party must be given notice of termination in writing.

By means of a registered letter, either LIMES or the client may terminate the agreement (early) without taking account of a notice period whenever the other party is unable to meet its debts, has had a curator, administrator or liquidator appointed, is subject to a debt rescheduling scheme, ceases its activities for any other reason, or if the terminating party deems it plausible that one of the aforementioned circumstances might reasonably befall the other party, or a situation arises which justifies immediate termination in the interests of the terminating party.

In all cases of termination (or early termination), LIMES retains the right to claim payment of the invoices for the work it has undertaken thus far, whereby the provisional results of the work undertaken so far shall, subject to approval, be made available to the client.

If the client decides to terminate the agreement (early), LIMES shall have the right to claim compensation for any loss which could plausibly be shown to have arisen as a result of lower capacity utilisation on its part, as well as for any additional costs which LIMES has reasonably incurred or shall incur as a result of the early termination of the agreement (for example costs related to potential subcontracting), unless there are facts and circumstances underlying the termination which could be attributable to LIMES.

If LIMES decides to effect an (early) termination, the client shall be entitled to have LIMES cooperate in the transfer of the work to third parties, unless there are facts and circumstances underlying the termination which could be attributable to the client. Insofar as the transfer of the work creates extra costs for LIMES, these extra costs shall be charged to the client.

## 9. Intellectual property rights

All rights in respect of products of the mind which LIMES develops or uses in the execution of the assignment, including advice, ways of working, (draft)contracts, systems, system designs and computer programs, shall accord to LIMES, insofar as these are not already accorded to third parties.

Unless LIMES has explicitly given prior written permission, the client shall not be permitted to copy, disclose or exploit products of the mind or the recording of such on data carriers, whether or not with or through the engagement of third parties.

Unless LIMES has explicitly given prior written permission, the client shall not be permitted to disclose the substance of advice, opinions or other statements, whether or not in writing, provided by LIMES or to make them in any other way available to third parties, except and insofar as the client does so as a direct result of the agreement, or in order to obtain an expert opinion relevant to the work LIMES is undertaking, or because it has a legal or professional duty of disclosure or is acting on its own behalf in proceedings of a disciplinary, civil, arbitral, administrative or criminal nature.

## 10. Personal details

Within the context of the execution of the assignment or within the context of complying with the statutory obligations to which it is subject, LIMES may process the client's personal details and/or those of persons associated with or working with/for the client.

LIMES may also process personal details to optimise its service provision to the client as well as to enable it to approach the client and/or persons working with/for the client in order to provide information and services from LIMES and third parties. When processing personal details within the context of the aforementioned activities, LIMES shall always act in accordance with the prevailing legislation and regulations applicable to the protection of personal details.

## 11. Fees

Unless explicitly agreed otherwise in writing, LIMES shall charge the client a fee on the basis of the number of hours worked multiplied by the hourly rate; the hourly rate shall be determined and periodically revised by LIMES. In the case of fixed or quoted prices, any (unexpected) additional work shall be charged separately. Without advance notice, the hourly rate may be periodically revised by LIMES; the rate is always revised at least once a year. The revision is based on the greater number of years of experience of LIMES' employees and the price index figure for the provision of commercial services.

In the case of postponed or withdrawn assignments, any hours already worked or costs already incurred shall be invoiced. Costs resulting from repeated work due to delays or due to the client's failure to provide LIMES with the necessary data and information on time shall also be invoiced. In addition, the client shall be charged for any costs incurred by LIMES within the context of the execution of the assignment. All amounts are exclusive of VAT and, in principle, all the work undertaken and costs incurred in a month shall be charged to the client on a monthly basis in arrears. Invoices should always be settled within 14 days of the invoice date. If the client fails to pay within the stipulated period, it shall be deemed to be in default by operation of law and without further notice of default being required. The client shall not be permitted to rely on any reduction, discount, deferment or offset. Submitting an objection to the amount of the invoice shall not defer the obligation to pay. If an invoice is not paid within the payment period, the client shall be charged interest on the amount of the invoice at a rate of 1% per month plus any collection costs. If an invoice is not paid within the payment period, LIMES may, after having given the client notice to this effect, suspend both its work for the client and its compliance with any other obligations it has vis-à-vis the client, including the surrender of documents or other property belonging to the client or third parties, until the moment that all the due and payable claims LIMES has on the client have been settled in full.

LIMES shall not be liable for any damages which may result as a consequence of this suspension of the work and/or obligations. In the case of an assignment granted collectively and being undertaken for the benefit of two or more clients, the clients shall be jointly and severally liable for the payment of the invoice.

## **12. Complaints**

At the risk of forfeiting all rights, a complaint related to work undertaken or an invoice amount must be submitted to LIMES in writing within 30 days of the date of dispatch of the documents or information about which the client is complaining or, if the client can demonstrate that it could not reasonably have established the error earlier, within 30 days of the error being established.

Lodging a complaint shall not defer the client's payment obligation.

In the case of a justifiable complaint, LIMES may choose between revising the charged fee, improving or repeating the relevant work free of charge, or cancelling (or discontinuing) the assignment, wholly or partially, in exchange for a pro rata refund of the fees already paid by the client.

## **13. Liability**

Vis-à-vis the client, LIMES shall only be liable for shortcomings in the execution of an assignment insofar as the shortcomings are the result of insufficient account having been taken of the meticulousness and professionalism generally relied on in the execution of such an assignment. LIMES' liability and that of its employees for any professional errors, on whatever legal grounds these are based, shall at all times be limited to the maximum amount or amounts paid out by LIMES' professional liability insurance in the relevant case, increased by LIMES' personal excess. LIMES has concluded professional liability insurance up to a maximum of EUR 2,500,000. At the client's request, this amount may be increased. LIMES' liability and that of its employees for any damages caused to persons or property is always limited to the maximum amount or amounts paid out by LIMES' general liability insurance in the relevant case, increased by its personal excess. If and insofar, and for whatsoever reason, no payment is to be made by virtue of the aforementioned insurance and LIMES or one of its employees may, nevertheless, be obliged to compensate for damages, then the liability shall always be limited to a maximum of double the amount paid by the client to LIMES for the relevant assignment in the relevant calendar year, up to a maximum of EUR 50,000. All the client's rights to claim and other powers, of whatsoever nature, vis-à-vis LIMES in relation to the execution of the assignment by LIMES shall, in all cases, lapse one year after the client becomes aware, or could reasonably be expected to become aware, of the existence of these rights and powers. In all cases, the aforementioned rights and other powers shall lapse two years after the work was undertaken by LIMES.

## **14. Electronic communication**

When LIMES and the client use electronic means such as emails to communicate, they are both aware of the associated risks such as distortion, delays and viruses. LIMES and the client shall both take responsibility for the security of the electronic communication, to the extent this can reasonably be expected of them. Vis-à-vis one another, LIMES and the client shall not be liable for any damages which may be incurred as a result of the use of email.

## **15. Choice of law and forum**

The legal relationship between LIMES and the client is subject to Dutch law. Only the competent courts in Leiden or Utrecht have the authority to take cognisance of any disputes which may arise between LIMES and the client.

## **16. Filing**

These General Terms and Conditions were filed with the Chamber of Commerce in The Hague and may be referred to on our website: [www.limes-int.com](http://www.limes-int.com).

## **B. Provisions regarding secondment and interim management**

The provisions stated in this chapter 'Provisions regarding secondment and interim management' apply alongside the General Terms and Conditions if LIMES international human resources B.V. makes employees available to the client in order to perform an assignment given by the client under the management and supervision of the latter.

### **17. Supplementary provisions regarding term and termination**

A secondment assignment is given for a fixed or undefined period of time. The fixed-term assignment can only be terminated in the interim by the client and/or LIMES international human resources B.V. if agreed in writing and effective at the end of a calendar month, subject to a notice period of one month. The open-ended assignment can at all times be terminated in the interim by the client and/or LIMES international human resources B.V. effective at the end of a calendar month, subject to a notice period of one month. The secondment assignment can at all times be terminated (in the interim) by LIMES international human resources B.V. on termination (for whatever reason) of the (employment) contract between LIMES international human resources B.V. and the seconded employee and in case of (long-term) disability and/or decease of the seconded employee. LIMES international human resources B.V. accepts no liability for any losses by the client resulting therefrom.

### **18. Trial period**

The client is entitled during the first three working days of the seconded employee to unilaterally terminate the assignment with respect to said employee if the employee in question does not demonstrably meet the requirements made of proper performance of the position and the client has informed LIMES international human resources B.V. thereof at least one working day in advance. The client may only exercise this right if the seconded employee has never before worked for the client.

### **19. Replacement of seconded employee**

LIMES international human resources B.V. is at all times entitled to replace a seconded employee with another employee with at least the level of knowledge and experience as agreed in the assignment. If LIMES international human resources B.V. and the client fail to reach agreement on the person of a replacement employee, the assignment will legally end at the time of replacement indicated by LIMES international human resources B.V., without LIMES international human resources B.V. being liable for any current or future losses incurred by the client. In case of long-term disability and/or decease of the seconded employee, LIMES international human resources B.V. will strive to find a replacement within a reasonable period of time. If LIMES international human resources B.V. and the client fail to reach agreement on the person of a replacement employee or if LIMES international human resources B.V. fails to find a replacement within a reasonable period of time, the assignment will legally end at the time indicated by LIMES international human resources B.V., without LIMES international human resources B.V. being liable for any losses incurred by the client.

### **20. Performance of the assignment**

The client will without the prior written permission of LIMES international human resources B.V. not have the seconded employee perform any other work than indicated in the assignment, or have the seconded employee perform work outside the Netherlands. The onlending of the seconded employee is not permitted without the prior written permission of LIMES international human resources B.V. LIMES international human resources B.V. will after consultation with the client adjust the fee if the work performed by the seconded employee deviates significantly from the agreed work. The seconded employee will work under the management and supervision of the client, who will be regarded as the employer in the sense of the Occupational Health & Safety Act as well as Article 7: 658 Dutch Civil Code and is therefore obliged to ensure that the working and resting times and all other working conditions of the seconded employee are identical to those of the own employees and that all statutory and other government requirements are complied with at all times. The number of working hours per week of the seconded employee is established in the contract of assignment. Days of leave and the time and duration of the holiday of the seconded employee will be determined by LIMES international human resources B.V., in a binding manner, following consultation with the client. The client is responsible and liable for the seconded employee in the same manner as for his own employees (good employership). The client indemnifies LIMES international human resources B.V. against all claims by the seconded employee and/or third parties and ensures that the seconded employee is always covered by the relevant (liability) insurance schemes taken out by the client.

The client will take all necessary measures and give the instructions required to ensure that the seconded employee does not suffer damage during the performance of his work. The client is liable to the seconded employee pursuant to the provisions of Article 7:658 Dutch Civil Code and indemnifies LIMES international human resources B.V. against all claims (by a seconded employee) under 7:658 Dutch Civil Code and the client ensures that the seconded employee and/or LIMES international human resources B.V. are always covered by the relevant (liability) insurance schemes taken out by the client. The client indemnifies LIMES international human resources B.V. against all claims by a seconded employee for losses resulting from the damage or loss of property of the seconded employee during the performance of work for the client. LIMES international human resources B.V. accepts no liability for property made available by the client to the seconded employee for the performance of the

assignment. LIMES international human resources B.V. accepts no liability to the client for the performance of the assignment by the seconded employee. Without prejudice to the remaining provisions of these General Terms and Conditions, any liability of LIMES international human resources B.V. to the client under the terms of secondment and/or interim management is at all times limited to the direct loss incurred by the client, subject to a maximum of the fee charged to the client for one week's performance of the assignment.

## **21. Fee and invoicing**

The client owes LIMES international human resources B.V. the agreed fee over the agreed term of work/project, plus any additional hours worked. If a seconded employee works more hours than agreed in the confirmation of assignment, the agreed fee will be increased in accordance with the applicable regulations in the confirmation of assignment and these General Terms and Conditions. Hours of work for the client not performed by the seconded employee due to, e.g., disability, holiday or leave will not be invoiced. If the seconded employee has not performed work for the client due to reasons that fall outside the scope of LIMES international human resources B.V. and/or the seconded employee, the client will owe the agreed fee. LIMES international human resources B.V. will submit monthly invoices on the basis of the hours accounted for by the seconded employee and approved by the client. LIMES international human resources B.V. will arrange for the correct, complete and timely declaration and payment of all taxes and social insurance premiums due with respect to the seconded employee and indemnifies the client in this respect.

## **22. Confidentiality**

If the client wishes to enter into a written nondisclosure agreement with the seconded employee, the client will indicate such in writing prior to concluding the assignment contract with LIMES international human resources B.V.

## **23. Direct employment relationship**

If the client, or a company or enterprise affiliated thereto, wishes during the performance of the assignment to directly or indirectly enter into an employment relationship with the seconded employee, or otherwise wishes to use his services, the client, etc., will inform LIMES international human resources B.V. thereof in writing and terminate the assignment contract with LIMES international human resources B.V. subject to conditions to be agreed with LIMES international human resources B.V. If the client, or a company or enterprise affiliated thereto, without consultation with and/or the consent of LIMES international human resources B.V. enters into a direct or indirect employment relationship with the seconded employee, or otherwise uses his services, during the performance of the assignment, the client, etc., will during the (remaining) term of the assignment owe the agreed fee to LIMES international human resources B.V., without prejudice to the right of LIMES international human resources B.V. to recover its actual losses from the client.

If the client, or a company or enterprise affiliated thereto, within 12 months of termination of the assignment and/or employment relationship between LIMES international human resources B.V. and the seconded employee, enters into an employment relationship with the seconded employee or uses his services, without consultation with and/or the consent of LIMES international human resources B.V., the client, etc., will owe LIMES international human resources B.V., fixed damages set at the total agreed fee of the earlier assignment, without prejudice to the right of LIMES international human resources B.V. to recover its actual losses from the client.

If the client, or a company or enterprise affiliated thereto, within 12 months after LIMES international human resources B.V. has proposed a candidate for the performance of an assignment to the client, with whom the assignment contract was not concluded, either directly or indirectly enters into an employment relationship with same candidate, or uses his services, without consultation with and/or the consent of LIMES international human resources B.V., the client will owe fixed damages of EUR 25,000 to LIMES international human resources B.V., without prejudice to the right of LIMES international human resources B.V. to recover its actual losses from the client. An employment relationship is hereby defined as any legal relationship on the basis of which the seconded employee or candidate performs work directly or indirectly.

## **C. Provisions regarding recruitment and selection**

If a client has given LIMES international human resources B.V. a search assignment for recruitment and selection The provisions of this chapter 'Provisions regarding recruitment and selection' apply supplementary to these General Terms and Conditions.

## **24. Recruitment and selection, search instruction**

The term 'search instruction' in these General Terms and Conditions refers to the agreement between the client and LIMES international human

human resources B.V. for recruitment and selection, on the basis of which LIMES international human resources B.V. will assist the client in the search for candidates for a specific position at the client, with the aim of establishing an employment relationship between the client and the candidate. LIMES international human resources B.V. and the client will draw up a written agreement for each assignment. An employment relationship is hereby defined as any legal relationship on the basis of which the candidate performs work directly or indirectly.

#### **25. Performance of search assignment**

LIMES international human resources B.V. will in the written assignment confirmation state the position, the desired profile of the candidate, the environmental factors and assessment criteria on the basis of which a candidate will be selected.

LIMES international human resources B.V. will on the basis of this data strive to present one or more candidates to the client. If the parties reach agreement on the period in which the search assignment will be completed, such will be regarded as indicative only. Time periods are only regarded as firm dates if expressly agreed in writing.

LIMES international human resources B.V. assumes that the information and data provided to it by the candidate is correct and will not conduct any investigation into this.

#### **26. Duty of best endeavours**

By accepting a search assignment, LIMES international human resources B.V. only assumes a duty of best endeavours. LIMES international human resources B.V. will carry out the search as may be expected from a reasonably expert and professional contractor, whereby the ultimate choice of a candidate is solely the responsibility of the client. LIMES international human resources B.V. accepts no liability in case the candidate should prove not to be satisfactory. Without prejudice to the other provisions of the General Terms and Conditions, any liability of LIMES international human resources B.V. within the framework of a search assignment is at all times limited to direct damage suffered by the client with a maximum of the compensation actually paid by the client to LIMES international human resources B.V. for said assignment.

#### **27. Supplementary provisions regarding term and termination**

A search assignment is entered into for an indefinite period of time, unless expressly agreed otherwise in writing. A search assignment for a definite period of time will automatically end on expiry of the agreed period. The search assignment will always end whenever the client or a company or enterprise affiliated thereto enters, either directly or indirectly, into an employment relationship of any kind with a candidate presented by LIMES international human resources B.V.

Without prejudice to the provisions of Article 28 below, the client may terminate the search assignment at any time (in the interim). LIMES international human resources B.V. is at all times entitled to charge the client for the costs indicated and actually incurred in the assignment contract. In the event of (interim) termination of a search assignment by the client, LIMES international human resources B.V. is entitled to charge the client a fixed amount of EUR 5,000 in addition to the costs incurred. If the client changes (parts of) the search assignment in such a manner that in the opinion of LIMES international human resources B.V. a new search assignment applies, while no candidate has yet been accepted by the client, LIMES international human resources B.V. is entitled to charge the client for the costs already incurred and the search assignment will be regarded as a new search assignment agreed by the parties.

#### **28. Fee**

LIMES international human resources B.V. will in the confirmation of assignment state the fee payable by the client and the costs to be reimbursed by the client to LIMES international human resources B.V. The client will owe the agreed remuneration to LIMES international human resources B.V. as soon as it (or a company or enterprise affiliated thereto) and a candidate presented by LIMES international human resources B.V. directly or indirectly enter into an employment relationship of any kind with one other or make use of the services of a candidate. If the candidate in question ceases to be employed by the client within one month after the commencement of employment due to resignation by the candidate or dismissal by the client for a reason as referred to in Article 7:678 Dutch Civil Code, LIMES international human resources B.V. will at the written request of the client, provided that the client has fulfilled all its obligations to LIMES international human resources B.V., again perform the search assignment free of charge subject to the terms and conditions already agreed upon. The related costs incurred will be charged to the client. LIMES international human resources B.V. is not obliged to (wholly or partially) reimburse the fee. If LIMES international human resources B.V. fails to present a suitable candidate within the agreed term, the client will not owe the agreed fee. The client is, however, always obliged to

reimburse LIMES international human resources B.V. for the costs incurred. If the client or any company or enterprise affiliated thereto, within 12 months after LIMES international human resources B.V. has presented a candidate to the client, directly or indirectly enters into an employment relationship of any nature whatsoever with same candidate, or uses his services, without the prior written consent of LIMES international human resources B.V., the client will immediately owe LIMES international human resources B.V. fixed damages of EUR 25,000, without prejudice to the right of LIMES international human resources B.V. to recover its actual losses from the client.

## **D. Provisions regarding LIMES international human resources B.V. LIMES academy**

The provisions stated in this chapter 'Provisions regarding LIMES international human resources B.V. LIMES academy' apply alongside and supplementary to the provisions of these General Terms and Conditions if a client gives LIMES international human resources B.V. an assignment to organise a meeting (e.g., conference, seminar, presentation, workshop or in-house presentation) or indicates that participants will participate in such a meeting.

### **29. Registration**

Registration for participation in a meeting to be organised by LIMES international human resources B.V. can take place in writing or online. Acceptance by LIMES international human resources B.V. of a registration for a meeting will take the form of a confirmation sent to the email address of the client/participant.

If a registration is not followed by a confirmation email within 24 hours, the registration is not accepted by LIMES international human resources B.V. and no agreement has been concluded.

On acceptance by LIMES international human resources B.V. of the registration by the client, the client – also on behalf of the registered participant – accepts the ensuing obligations from the agreement and these General Terms and Conditions.

The sending by LIMES international human resources B.V. to the client or an earlier participant of offers or information regarding meetings organised by LIMES international human resources B.V. does not oblige LIMES international human resources B.V. to accept a registration by a client/earlier participant.

LIMES international human resources B.V. is at all times entitled to refuse registrations for meetings, without stating grounds.

### **30. Payment**

The registration fee shall by no later than commencement of the meeting be paid to LIMES international human resources B.V., stating the invoice number. The value date stated on the bank statement of LIMES international human resources B.V. is determinative as the date of payment.

If timely payment is not made, the client/participant can be denied access to the meeting until the owed amount is paid in cash or by bank transfer with proof of payment.

### **31. Changes or cancellation**

LIMES international human resources B.V. is at all times entitled to cancel a meeting or to change the content, speakers, place or date of a meeting, without stating grounds. Such cancellation or change will at no time lead to liability on the part of LIMES international human resources B.V. If LIMES international human resources B.V. changes the place of the meeting, it will inform the client/participant thereof as soon as possible by email.

If LIMES international human resources B.V. changes the date of a meeting, the client may within 24 hours of receiving notification thereof cancel the registration. Any registration fee already paid by the client will in that case be refunded or set off against any outstanding invoices.

Meetings will only be held in case of sufficient participants. LIMES international human resources B.V. is entitled to cancel the meeting in case of too few participants. The client will in that case be notified before the commencement date of the meeting and any paid registration fee will be refunded or set off against any outstanding invoices.

If LIMES international human resources B.V. cancels the meeting, it is exclusively obliged to refund the already paid registration fee to the client.

The client can up to 1 month in advance change the date of the meeting free of charge (if a meeting is organised several times) or cancel the registration. The client will incur costs in case of later change or cancellation. If the client wishes to change the date less than 1 month in advance, the client participant will be registered on the changed date, subject to a rebooking fee of € 150, ex VAT. If the client cancels the registration less than 1 month in advance, it will owe 40% of the agreed price. In case of cancellation by the client less than 2 weeks before the meeting, it will owe



100% of the agreed price.

Cancellation must be provided by letter or email.

In case of non-attendance or cancellation of a booking within 3 days of a free of charge event, a discretionary administration fee of €150 ex VAT will be charged to the client.

LIMES international human resources B.V. is entitled to exclude from further meetings any client/participant whose behaviour prejudices the other participants. Exclusion is without prejudice to the obligation to pay the registration fee.

### **32. Substitution**

Substitution of the client/participant is permitted on condition that the client/participant has valid proof of registration and this has been confirmed by LIMES international human resources B.V. in advance.

### **33. In-house**

If LIMES international human resources B.V. organises an in-house meeting for a client, the following supplementary conditions apply:

- Cancellation must be given in writing by letter or email.
- In case of cancellation of an in-house meeting up to 1 month in advance, 40% of the agreed price is due.
- In case of cancellation between 1 month and 2 weeks before the meeting, 80% of the agreed price is due.
- In case of cancellation within 2 weeks before the meeting, 100% of the agreed price is due.
- LIMES international human resources B.V. is at all times entitled to change the date of the meeting without being held to pay compensation. A new date will be determined in consultation.

### **34. Retention of title**

LIMES international human resources B.V. will retain the ownership of all property (such as course materials) made available to the client/participant until all amounts due under the agreement, as well as any claims resulting from default, including interest and collection costs, have been paid in full by the client to LIMES international human resources B.V. Such property will be for the risk and account of the client/participant until transfer of ownership.

When course papers will be issued on the day of the event, this documentation is made available only to those attending the event. Course papers and delegate packs are provided for the sole use of the participant and may not be reproduced whether in whole or part, shared or distributed by any method whatsoever without prior permission of the copyright owner.

### **35. Personal details**

Supplementary to the provisions of Article 10 of these General Terms and Conditions, LIMES international human resources B.V. will use information regarding the client/participant for administration, communication and research. To do this LIMES international human resources B.V. may share this information with its business partners. A list of all participants will be published and circulated at the event. If the client/participant has any queries about this, please contact LIMES international human resources B.V. via [info@limesacademy.com](mailto:info@limesacademy.com).

LIMES international human resources B.V. reserves the right to film, record or photograph any of the speakers and/or participants at an event for post event purposes. Participants are advised that this may result in incidental inclusion of participants within any recording or photographs.

The client grants permission on behalf of the participants to include their name, address and other relevant particulars in the customer database of LIMES international human resources B.V. and/or its group companies, in order to be used by the latter to inform them about courses/seminars/symposia and for personal development purposes.

The aforementioned address particulars will be removed from the customer database at the first request of the client and/or participant.

### **36. Liability**

LIMES international human resources B.V. accepts no liability for any loss by the client/participant ensuing from the performance of the agreement, except in case of intent or gross negligence on the part of LIMES international human resources B.V.

LIMES international human resources B.V. accepts no liability for loss resulting from actions by its engaged coaches, other (auxiliary) persons, of

fellow participants, except in case of intent or gross negligence on the part of LIMES international human resources B.V.

LIMES international human resources B.V. accepts no liability for loss arising during or as a result of materials compiled by LIMES international human resources B.V. and/or for loss arising during the meeting.

While all information provided during a meeting is compiled with due care, LIMES international human resources B.V. and the authors cannot guarantee the accuracy or completeness of the information. LIMES international human resources B.V. and the authors therefore accept no liability for loss, of any nature whatsoever, resulting from actions and/or decisions based on the provided information. The client/participant is emphatically advised to not use such information out of context, but to rely on their professional knowledge and expressive periods and to check the information before use.

All contributors/speakers to the event are solely responsible for the content of their respective sessions. It is the policy of LIMES international human resources B.V. to give the fullest freedom to contributors/speakers to express their opinions. The opinions expressed by the speakers do not necessarily represent the views of LIMES international human resources B.V. LIMES international human resources B.V. contributors/speakers will make every effort to ensure the validity and accuracy of the information they provide.

The participant will comply with any safety instructions given. The participant is liable for any consequences resulting from a failure to comply with safety instructions. The Client indemnifies LIMES international human resources B.V. against all claims by participants or third parties in that respect.