

General Conditions Management Drives Holding B.V.

General provisions

Article 1 Scope

1. These general terms and conditions are applicable to all quotations issued by Management Drives Holding B.V. relating to all services performed or tendered by Management Drives Holding B.V. and all contracts that are made or will be made between Management Drives Holding B.V. and a counterparty.
2. Any departures from these general terms and conditions shall have legal effect only if and insofar as such departures have been agreed in writing. No additional rights may be derived from such departures with respect to legal relationships entered into at a later date.
3. If any provision in these general terms and conditions is null and void or is voided, the remaining provisions of these terms and conditions shall remain fully in effect and the parties concerned shall enter into consultations for the purpose of agreeing on replacements for the void or voided provisions while respecting as far as possible the objective and intention of the void or voided provisions.
4. The applicable version is in all cases the latest registered version of these general terms and conditions or the version in effect at the time that the order came into being.
5. The applicability of any purchasing conditions or other conditions of the counterparty is explicitly rejected.
6. Where the term 'client' is used in these general terms and conditions, the provision applies equally to a licensee.

Article 2 Conclusion of contract

1. Contracts are not concluded until they are confirmed in writing by Management Drives Holding B.V.
2. Management Drives Holding B.V. considers all orders placed by clients to be exclusive to Management Drives Holding B.V. This shall also apply even where the explicit or implicit intention is that the order be performed by a specified person. The provisions in Article 7:404 of the Civil Code, which covers the latter case, and in Article 7:407 paragraph 2, which establishes joint and several liability for cases where an order is placed with two or more persons, are excluded.
3. All quotations, including all tenders, are non-binding unless otherwise explicitly stated in writing in the quotation. Unless otherwise explicitly stated, quotations remain valid for a period of 30 days.
4. Quotations issued by Management Drives Holding B.V. are based on the information that has been provided by the client at the time the quotation is issued. The client shall therefore provide all essential information that to the best of its knowledge is necessary for the execution of the order.

Article 3 Delivery deadlines

1. All deadlines for the supplying of services are set by Management Drives Holding B.V. to the best of its knowledge and ability based on the information that is known to, or that could be foreseen by, Management Drives Holding B.V. at the time the quotation is issued or the contract is concluded. These delivery deadlines will be respected as far as possible.
2. Management Drives Netherlands B. V. shall not be considered in default simply by virtue of its failure to meet the deadline. Management Drives Netherlands B. V. shall not be held to deadlines that it cannot or is no longer able to meet due to circumstances beyond its control. If there is a threat that any deadline cannot be met, Management Drives Netherlands B. V. shall inform the client of the situation as quickly as possible; the parties shall then enter into consultation on the matter.

Article 4 Price and payment

1. All prices are exclusive of turnover taxes and other levies imposed by the public authorities.
2. Prices for the supply of services are exclusive of travel and accommodation costs unless otherwise stated explicitly in the tender or contract.
3. Invoices shall be paid by the client in accordance with the payment conditions set out in the quotation or on the invoice. In the absence of specific conditions, a payment term of 14 days shall apply. The client shall not have the right on any account whatsoever to offset its payment obligations against any claims by the client against the contractor.
4. If the client has not made a payment that is due within the agreed deadline, the client shall, without any notice of default being required, be invoiced for the statutory interest on the unpaid amount. If the client fails to settle the outstanding claim following a notice of default, the claim may be passed on for collection in which case the client shall be obliged, in addition to the total sum due at that time, to fully recompense all judicial and extra-judicial costs including all charges billed by experts in addition to the costs determined at law in connection with the collection of this claim or other legal action.
5. If the client has failed to settle the amount due within the agreed deadline, Management Drives Holding B.V. may suspend its activities for the client after informing the client. Management Drives Holding B.V. shall not be liable for losses arising as a result of this suspension of activities.
6. If at the sole discretion of Management Drives Holding B.V. the creditworthiness of the client justifies it, the client shall, at the request of Management Drives Holding B.V., provide security in relation to the anticipated payment(s).
7. The contractor reserves the right to amend rates and prices in the course of the contract if as a result of generally applicable regulations issued by the public authorities it is confronted with change(s) to its cost structure. In this case, the amended rates and prices shall be charged to the client from the point at which the amendment is made.
8. Management Drives Holding B.V. is entitled to once a year adjust the rates

that have been agreed and are being charged to the client based on movements in the CAO wages and salaries index for business services as published by the Centraal Bureau voor de Statistiek. An increase shall only be applied following prior consultation with the client.

Article 5 Confidentiality

1. Parties shall be obliged to maintain the confidentiality of all commercial information as well as any other information the confidential character of which was known or should have been recognised.
2. Parties shall be responsible for ensuring that their own employees observe this obligation regarding confidentiality. If a particular non-disclosure agreement is required for this purpose, the parties shall work together to achieve this.
3. The person who has completed the online questionnaire (the 'participant') is the owner of the data and the profile. He/she may decide to share this profile with third parties or to request the deletion of the data from MD's database. This request for deletion must be submitted in writing. MD shall comply with this request without informing anyone other than the person him/herself.
4. In view of the nature of the service provided, while MD can guarantee that a profile can be deleted from the online system following a written request from the participant; however, once profiles have been created (by MD, a partner, third parties or the person him/herself) and distributed (in, for example, print form, as a PDF, MDP or other medium), they cannot be recalled in order to be destroyed.

Article 6 Intellectual property

1. Intellectual property rights in all quotations, analyses, models, designs, methodologies and reports, together with the materials used in the preparation of such, resulting from the execution of the order or the provision of quotations shall remain exclusively with Management Drives Holding B.V.
2. Management Drives Holding B.V. indemnifies the client against any legal claim made by third parties in respect of any alleged infringement of the

intellectual property rights of third parties. Such indemnification shall apply only if and insofar as no changes have been made by the client to the materials, as designated in the first paragraph, and invocation of the indemnification is made known to Management Drives Holding B.V. immediately after notification of the alleged infringement. Where an infringement of intellectual property rights is alleged, the client shall assist Management Drives Holding B.V. in its defence against the allegation.

Article 7 Amendment of the contract

1. Amendments or additions to the contract shall only be valid if agreed in writing.
2. If the amendment or addition to the contract results in additional work, Management Drives Holding B.V. shall to the best of its ability provide an estimate of the additional costs. The client shall take a decision in good time on the additional costs as presented and in any case before the amendment to the contract is put into effect. If the amendment to the order requires an adjustment of the schedule, the client shall give his consent to this adjustment.

Article 8 Assignment of employees

1. Management Drives Holding B.V. shall have the right, following consultation with the client, to substitute employees assigned to execute the order with other employees.
2. Management Drives Holding B.V. shall ensure that the level of expertise of the employee proposed as a substitute is qualitatively equal to or higher than that of the employee being replaced. The parties may agree to vary this requirement.
3. Management Drives Holding B.V. may - in line with its business philosophy - assign further employees in addition to the employee assigned to the client if the specific expertise of these employees brings additional value to the execution of the order. The assignment of such employees shall be made in consultation with the client.
4. Even where the contract has been entered into with the intention that the order be performed by a specified person, Management Drives Holding B.V.

shall have the right at any time to substitute this person with one or more persons having the same qualifications. Such a replacement shall only be undertaken following consultation with the client.

Article 9 Obligations

1. Management Drives Holding B.V. shall strive to the best of its ability to execute the order with care and in so doing shall work as far as possible in accordance with the agreements and procedures agreed with the client.
2. The client shall ensure that all information that Management Drives Holding B.V. declares to be necessary for carrying out the order, or which the client reasonably understands or should understand to be necessary for carrying out the order, is made available to Management Drives Holding B.V. in good time, in the desired form and in the desired manner. If the information necessary for carrying out the order is not made available in good time, in the desired form and in the desired manner, Management Drives Holding B.V. shall have the right to postpone execution of the order and to charge the client for the additional costs arising out of the delay in accordance with the usual rates.

Article 10 Liability

1. Management Drives Holding B.V. shall only commit non-performance towards the client if Management Drives Holding B.V. is deficient in executing the order in a manner that a good technical expert in the relevant area, working conscientiously and equipped with normal expert knowledge could and should have avoided and in any case only after being issued with a written notice of default in which a reasonable period of time is offered in which to make good the deficiency.
2. Management Drives Holding B.V. shall not be liable for the outcomes of any analyses it provides nor for any inferences drawn or decisions made on the basis of such analyses.
3. Liability for losses caused by deficiencies in the performance of the work is subject to an upper limit of the fee that Management Drives Holding B.V. has received from the client for the activities performed within the

framework of that order. Where the assignment exceeds a period of six months said liability shall be further restricted to the fee that Management Drives Holding B.V. has received from the client for the activities carried out within the framework of the order during the six months preceding the deficiency.

4. Management Drives Holding B.V. shall not be liable for loss of whatever kind resulting from Management Drives Holding B.V. proceeding on the basis of inaccurate and/or incomplete information provided by the client unless this inaccuracy or incompleteness should have been recognised by Management Drives Holding B.V.
5. Management Drives Holding B.V. shall in no case be held liable to compensate for indirect losses of the client including but not limited to the interruption of the activities of the client's organisation whether caused by or otherwise connected to a deficiency in the work performed by Management Drives Holding B.V.
6. If damage for which Management Drives Holding B.V. is liable is caused to persons or property as a result of or in connection with the execution of the order or otherwise, liability shall be limited to the amount or amounts that may be claimed under the general liability insurance concluded by Management Drives Holding B.V. including any excesses that Management Drives Holding B.V. bears in connection with this insurance.
7. The client shall indemnify Management Drives Holding B.V. against claims by third parties, including reasonable legal defence costs, that are in any way related to the activities performed on behalf of the client.

Article 11 Force majeure

1. In addition to the provisions on this subject in statute and case law, *force majeure* is to be understood to include all externally generated causes, whether foreseen or unforeseen, over which Management Drives Holding B.V. can have no influence and as a result of which Management Drives Holding B.V. cannot reasonably be expected to meet its obligations. Industrial action and staff shortages within the client's organisation are included in the definition.
2. During periods of *force majeure*, the obligation of the parties are suspended. If the period during which as a result of *force majeure*

Management Drives Holding B.V. is unable to meet its obligations exceeds 60 days, both parties shall be authorised to dissolve the commission contract in writing, in which case there shall be no obligation to pay damages.

3. If at the time that *force majeure* enters into effect Management Drives Holding B.V. has already fulfilled part of its obligations, or is only able to partially fulfil its obligations, it shall have the right to invoice the client separately for the performed or performable part and the client shall be required to honour this invoice.

Article 12 Termination

1. Should either party enter into a state of bankruptcy, request a suspension of payments or cease to trade, the other party shall have the right to terminate the commission contract in writing without observing any period of notice and in any case without prejudice to its rights to compensation.
2. The client shall not have the right to terminate the contract solely due to an overrun on an agreed schedule or on the grounds that Management Drives Holding B.V. is deficient in honouring the contract and has offered a reasonable period of time for recovery.

Article 13 Applicable law and choice of forum

1. This contract shall be governed entirely by Dutch law.
2. Disputes that may arise between the client and Management Drives Holding B.V. regarding the (execution of the) order or the interpretation of these general terms and conditions shall be settled by the competent court at Utrecht.
3. A dispute exists where one of the two parties states this to be the case.

Contract for services

The provisions set out in this section of the general terms and conditions are applicable, together with the general provisions of these general terms and conditions, where Management Drives Holding B.V. and a counterparty have entered into a contract for services.

Article 14

1. Management Drives Holding B.V. shall strive to the best of its ability to execute the order with care and to work where appropriate in accordance with the agreements and procedures agreed with the counterparty.
2. Where it has been agreed that the service provision is to be performed in phases, Management Drives Holding B.V. shall have the right to postpone the inception of the services forming part of the following phase until the client has approved the results of the preceding phase in writing.
3. Only if explicitly agreed in writing shall Management Drives Holding B.V. be required when performing the service to follow instructions given in a timely and responsible manner by the client. Management Drives Holding B.V. is not obliged to follow instructions that change or add to the content or scope of the agreed service provision; however, where such instructions are followed the contract shall be amended or supplemented as described in article 7 of these general terms and conditions.
4. If at the request of or with the prior approval of the client Management Drives Holding B.V. has undertaken activities or otherwise performed actions that fall outside the scope of the agreed service provision, the client shall pay Management Drives Netherlands B.V for these activities or actions in accordance with Management Drives Holding B.V.'s standard rates.
5. The client accepts that the activities and actions as described in the previous paragraph may affect the agreed or anticipated time of completion of the service provision and the mutual responsibilities of the client and Management Drives Holding B.V.
6. Where a fixed price has been agreed for the service provision and the

parties have the intention to conclude a separate contract to cover the additional activities or actions, Management Drives Holding B.V. shall give the client prior written knowledge of the financial consequences of these additional activities or actions.

Education and/or training courses

The provisions set out in this section of the general terms and conditions are applicable, together with the general provisions of these general terms and conditions, where Management Drives Holding B.V. and a counterparty have entered into a contract for the provision of education and/or training courses.

Article 15

1. Where in the opinion of Management Drives Holding B.V. it is justified by the number of enrolments, Management Drives Holding B.V. shall have the right to combine an educational and/or training course with one or more other courses or to have these courses run at a later date or time.
2. Management Drives Holding B.V. shall have the right to alter the planned dates for educational and/or training courses at the latest 14 days before the event concerned. The participants in the course shall be advised in advance of such a change.
3. Where the participant in an educational and/or training course cancels more than 30 days before the start of the first day of the course, a charge of €125 shall be made to cover administration costs. Where the cancellation is made within 30 days of the start of the first day of the course, a charge of 50% of the course costs shall be made. Where the cancellation is made within 5 days of the start of the first day of the course, a charge of 80% of the course costs shall be made. Where the cancellation is made within 24 hours of the start of the course or after the course has begun or if the participant fails to appear without giving prior notice, the full costs of the course shall be charged. In all cases, and following consultation with Management Drives Holding B.V., a substitute having the same training needs may be sent on the course.
4. Notwithstanding the provisions in the third paragraph, in the case of a

bespoke course the client or the participant shall refund to Management Drives Holding B.V. the reasonable costs involved in developing the course.

Purchase of online tests and orders in the webshop

The provisions set out in this section of the general terms and conditions are applicable, together with the general provisions of these general terms and conditions, where Management Drives Holding B.V. and a counterparty have entered into a contract via the online webshop and/or have ordered the Management Drives questionnaire online.

1. By logging into the online system, in placing an order for an online test or through the webshop you acknowledge your agreement with the delivery and payment conditions. Management Drives Holding B.V. retains the right to vary its delivery and/or payment conditions after the expiry of the time period.
2. Delivery of items ordered via the webshop is subject to availability of stock.
3. The purchaser is obliged to check the items supplied immediately on delivery. If it appears that the item delivered is incorrect, defective or incomplete, the purchaser must (before resorting to returning the item to Management Drives Holding B.V.) immediately report these faults to Management Drives Holding B.V. in writing. Any faults or goods delivered in error must and may be reported to Management Drives Holding B.V. in writing up to a maximum of 2 months after delivery. Goods returned to Management Drives Holding B.V. must be in the original packaging (including accessories and associated documentation) and in as-new condition. This right to make a claim and to return items is rendered void if, after the faults have been noted, the items are put to use, damaged, encumbered and/or sold on.
4. If Management Drives Holding B.V. finds the client's complaint to be justified, Management Drives Holding B.V. shall, at its discretion, either replace the supplied items free of charge or come to a written agreement with the purchaser regarding the damages to be refunded, this being on the understanding that the liability of Management Drives Holding B.V. and consequently the amount of damages to be paid shall in all cases be subject to an upper limit equal to the invoice amount for the items concerned or to the maximum amount covered in such a case by Management Drives

Holding B.V.'s liability insurance. Any liability on the part of Management Drives Holding B.V. for any other form of loss is excluded, including additional damages in any form whatever, compensation for indirect or consequential loss, or loss of profit.

5. This guarantee shall not apply if: A) and as long as the purchaser is in default towards Management Drives Holding B.V. B) the purchaser has him/herself repaired and/or performed work on the supplied items or has had them repaired and/or had work performed on them by third parties. C) the supplied items have been exposed to abnormal conditions or have been otherwise handled in a negligent manner.
6. Profiles of participants are valid for a period of three years from the date on which the participant completed the form. After three years the profiles will still be accessible but an additional note will be present on the printout or viewer indicating that the profile has exceeded its expiration date.