



1. Applicability

1. These general terms and conditions are applicable to the provision of Services by the Contractor, unless otherwise agreed in writing. A reference by the Client to its own general terms and conditions will not be accepted by the Contractor except with explicit written consent.
2. The Contractor is entitled to amend these terms and conditions. Amendments to the terms and conditions will also be applicable to existing Agreements. The Contractor will notify the Client in good time, in advance, regarding amendments to the terms and conditions, and will give notice of the amended terms and conditions on its website. The amended terms and conditions will come into effect two weeks after publication, or at such a later moment as stated in the notice.

2. Definitions

The following terms are defined as follows in these General Terms and Conditions:

1. Contractor: Volta Executive Consultants B.V. with its registered office in 's-Hertogenbosch and with Chamber of Commerce number 14061558 (Volta | executive consultants) and/or one of the subsidiary companies of YSC Nederland B.V.
2. Employees: Employees of the Contractor.
3. Externals: External experts, freelancers or associates, specialists, actors, etc. engaged at the instructions of the Contractor and/or Client.
4. Implementing parties: Employees and/or Externals
5. Client: the party with which the Agreement has been entered into.
6. Participant: The Client, or the party/parties on behalf of which the Client has entered into the Agreement.
7. Service: The Service provided by the Contractor pursuant to an Agreement to this effect, to the benefit of the Client.
8. Agreement: An Agreement for the provision of a service in accordance with article 4.
9. Implementation date: The date on which the Service is provided or, if applicable, the Product is delivered, such as the training course date, coaching date, discussion date, assessment date, date on which the Products are made available.
10. Material: Materials which the Contractor makes available in the context of the Service, such as instruments, online or offline questionnaires, portals, packages, licenses, e-learning.
11. Products: Results of the Service, such as reports.
12. Quotation: An offer made by the Contractor for the provision of a Service at a specific price.



3. Quotations

- 1) Each Quotation of the Contractor, made in any form whatsoever, will be free of obligation and will only be binding after an Agreement has come into being in the context of said Quotation.
- 2) Quotations have a validity period of 14 days.
- 3) Quotations of the Contractor are based on information from the Client. The Client guarantees that it has provided all the necessary information to the best of its knowledge.

4. Creation of Agreement

1. The Agreement for the provision of a service is created by
 - Legally valid signing by the Client of the Quotation drawn up by the Contractor, or
 - Written confirmation by the Contractor of the online registration, telephone or written order of the Client for a service at a specific price, or
 - Written confirmation by the Contractor of the Service, discussed verbally with the Client, to be delivered at a specific price, or
 - The actual commencement, in good faith, by the Contractor of the implementation of provision of a service (whether or not at a specific price).
2. Verbal undertakings by and arrangements with Employees or Externals of the Client will only be binding on the Contractor inasmuch as and only after they have been confirmed by the Contractor in writing.

5. Confidentiality

Inasmuch as the Contractor takes cognizance of confidential information of the Client in the context of the Agreement, the Contractor will only use this information in the context of its provision of Services. The Contractor will observe confidentiality with regard to this confidential information, unless disclosure of this information is necessary for the Contractor's provision of Services, the Contractor is subject to a statutory obligation or professional duty to disclose, the Contractor is required to defend itself in court /disciplinary court, the Client has withdrawn the obligation of secrecy from the Contractor or the information has been acquired through or is available through public sources. In the context of the order, the Contractor will take all necessary precautionary measures to protect the confidentiality of the confidential information.



The Client must not make any communication – without the permission of the Contractor – to third parties not involved with the order regarding the approach, working method, pricing, etc. – interpreted in the broadest sense – of the Contractor.

6. Data protection

Concepts such as 'processing', 'Personal Data', 'Party Responsible', 'Processor' have the meaning allocated to them in the Personal Data Protection Act (hereinafter: 'PDPA').

1. Protection of Personal Data by the Contractor as Party Responsible

In principle, the Contractor will act as Party Responsible for the processing of Personal Data in the performance of its Services for the Client on the grounds of an Agreement, unless article 6.2(a) is applicable. In the context of their own processing of Personal Data in their capacity as Party Responsible, the Parties will each remain independently responsible for compliance with all applicable legislation and regulations for the protection of Personal Data.

2. Protection of Personal Data by the Contractor as Processor

Inasmuch as the Contractor processes Personal Data on behalf of the Client in the context of the Agreement as described below in a) and the Client therefore determines the objectives of and resources for the data processing, the Client will act as Party Responsible for the processing of Personal Data and the Contractor will act as Processor, and the other provisions of this paragraph 2 will be applicable.

a) In the context of the realisation of an Agreement, the Contractor can process Personal Data of Test Participants which the Contractor acquires from the Client or directly from the Test Participant ('Test Participant Data'). The Contractor processes these Test Participant Data in order to be able to invite a Test Participant to take a test. The Contractor then processes the data entered during the tests ('Test Data') in order to generate the requested results ('Results'), for example in the form of a report. Only in such cases, the Client acts as Party Responsible and the Contractor as Processor with regard to the processing of Personal Data which form part of Test Participant Data, Test Data and Results.

b) The Contractor will only process these Personal Data in a manner which – and inasmuch as – is necessary for the provision of Services arising from an Agreement and in accordance with the instructions of the Client, except when this is necessary in order to comply with statutory obligation to which the Processor is subject.

c) Without prejudice to the existing contractual arrangements between the Parties, the Contractor will treat all Personal Data as strictly confidential and will inform the Implementing Parties and/or approved sub-processors involved in the processing of the Personal Data regarding the confidential nature of the Personal Data. The Contractor will ensure that such



persons and parties sign an adequate confidentiality agreement. The Parties will treat all information which the Processor must provide to the Party Responsible as strictly confidential, in accordance with article 6.2(d).

d) Without prejudice to the security standards on which the Parties may have agreed elsewhere, the Contractor must take suitable technical and organisational measures to protect the processing of Personal Data. These measures must, in any event, include:

1. measures to ensure that only authorised personnel have access to the Personal Data;
2. measures to protect the Personal Data against non-deliberate or unlawful destruction, non-deliberate loss or amendment, unauthorised or unlawful storage, processing, access or disclosure;
3. measures to identify weak points in the context of the processing of Personal Data in the systems used for the provision of services to the Processor;
4. possible additional measures agreed between the Parties.

e) The Contractor will ensure that a suitable security policy is implemented for the processing of Personal Data. At the written request of the Client, the Contractor will provide a copy of this policy, demonstrate which measures are being taken on the basis of the present article and – if this relationship is applicable between the Parties and if there are real grounds for doing so (for example after a security incident) – permit the Party Responsible to audit and test such measures and amend the security policy in accordance with further written instructions of the Party Responsible.

f) The Parties acknowledge that security requirements change continuously, and that an effective security requires frequent evaluations and regular improvements of outdated security measures. The Contractor will therefore continuously evaluate and tighten up, supplement or improve the measures implemented on the grounds of this article, in order to continue to meet the requirements of this article.

g) In the role of Processor, the Contractor will immediately notify the Client of incidents pertaining to the processing of Personal Data, and it will provide the Party Responsible at all times with cooperation and will comply with the instructions of the Party Responsible with regard to such an incident, with the objective of making it possible for the Party Responsible to carry out a thorough investigation of the incident, to formulate a correct response and to take suitable follow-up steps in response to the incident. In the role of Party Responsible, the Contractor will immediately notify the Client of the incident if this could have consequences for the Client.

h) The term 'incident' is deemed to mean:

- i. a complaint, information request or other request by a natural person relating to the processing of the Personal Data by the Processor;



- ii. an investigation into or seizure by government officials of the Personal Data, or a suspicion that one of these will take place;
- iii. each unauthorised or non-deliberate access, processing, removal, loss or any form of unlawful processing of the Personal Data;
- iv. a breach of the security and/or confidentiality, as set out above, which results in non-deliberate or unlawful destruction, loss, modification, unauthorised disclosure of – or access to – the Personal Data, or any indication that such an infringement will take place or has taken place.
 - i) Notifications must be addressed to the Party Responsible.
 - j) In the role of Processor, the Contractor must not subcontract to a third party, without the prior permission of the Client, the activities which consist, wholly or partly, of the processing of the Personal Data or which require the processing of Personal Data. The Contractor must ensure that the third party is bound by the obligations to which the Contractor is subject, and must monitor compliance with them.
 - k) The granting of permission by the Party Responsible for subcontracting to a third party does not have any effect on the fact that the permission of the Client is required for the engagement of third parties in a country outside the European Economic Area without a suitable level of protection.
 - l) At the instruction of the Client, the Test Participant Data can be enriched with information provided by the Client or extra information gathered by the Contractor. The processing of this information and a link to Test Participant Data, Test Data and Results will be carried out by the Contractor in the role of Processor, while the Client is Party Responsible in this context. The results ensuing from the above will only be shared by the Contractor in an aggregated and anonymized form with third parties, including the Client, or, in the event that Personal Data are provided to third parties or to the Client, with the permission of the Test Participant, obtained by the Client. The provisions in this article are applicable by analogy to such processing.
 - m) The Client will allow the Contractor to use the Test Data and results for the validation and standardisation of tests, and for benchmarking purposes and statistical analyses. The Contractor will gather information – with the explicit permission of the Test Participant – in the form of answers to optional demographic questions which are put in the context of tests ('Background Information'). The Contractor is the Party Responsible with regard to the processing of this Background Information. If a Test Participant decides not to provide answers to the optional questions, this must not have any influence on the possibility for the Test Participant to take the test, nor on the results of the test. The results ensuing from the above will only be shared by the Contractor in an aggregated and anonymized form with third parties, including the Client.



7. Intellectual Property Rights

1. The Contractor is the rightholder to all the Products (including reports), Materials (including manuals and web portals) and working methods involved in its provision of Services, and to the intellectual property rights to which these Products, Materials and working methods are subject. The Contractor can also make use of Materials the rights to which are held by third parties. The Client must respect and observe arrangements between third parties and the Contractor with regard to these Materials.
2. The intellectual property rights are deemed to include, but are not limited to, copyrights (including copyrights to algorithms and/or software), database rights, model rights, brand rights, patent rights, trade name rights, domain name rights, rights to know-how and/or any other form of protection which the law grants to inventions, models, designs, company secrets, confidential information or technical information in any form.
3. An Agreement does not imply a transfer of rights, unless explicitly otherwise determined in an Agreement, and the Contractor therefore retains all authorisations which arise from the intellectual property rights.
4. As far as is applicable, the Contractor grants the Client permission to use the Products and Materials belonging to the Contractor within its own organisation in accordance with the terms and conditions set for this use in the Agreement, and solely as far as is necessary for the intended purpose of the Service.
5. Inasmuch as the permission referred to in article 7.4 covers a package of multiple usage rights for Products and/or Materials, the agreed quantities of usage rights must be purchased within the agreed term of the Agreement. After the end of the term of the Agreement, the validity of the package will end, and unused usage rights will lapse.
6. The Client guarantees the Contractor that use by the Contractor of data provided by the Client will not infringe statutory regulations or breach protected rights of third parties. The Client indemnifies the Contractor against all direct and indirect consequences of claims by third parties against the Contractor resulting from non-compliance with this guarantee.

8. Recruitment of Contractor's personnel

During the implementation of the order and within 1 year of the end of the Agreement, the Client must not employ any employees of the Contractor or negotiate with such an employee regarding commencement of employment or make use of Services to be performed by said employee in another capacity, other than in consultation with the other party.



9. Fees and costs

1. The fees and any additional costs applicable to the Service are listed in the Agreement.
2. With regard to the fees and the cost estimates based on them, an indication is given in the Quotation as to whether these include the general office costs, travel time, travel and accommodation expenses and other service-related costs. Inasmuch as these costs are not included, the Client will be informed about them. These costs will be charged separately. Fees can be adjusted annually. The Client will be notified of such adjustments in advance.
3. In the case of work carried out at the request of the Client on Friday evenings and Saturdays, the Contractor will charge a supplement of 50%. For work on Sundays, this supplement will be 100%.

10. Payment conditions

1. Payment must take place in the manner to be determined by the Contractor within 10 days of the invoice date.
2. Depending on the Service to be performed, the Agreement can contain specific terms and conditions for payment specific to the Service in question.
3. After the end of the period specified in article 10(1), the Client will be in default ipso jure and in this context will owe losses due to delays in accordance with article 6:119a DCC.
4. In the event of default, the Contractor will also be entitled to suspend all Services still to be performed, without further notification and/or notice of default, and to take collection measures. The Client will be liable for the costs – including extrajudicial costs – incurred in obtaining settlement of the invoice of the Contractor.
5. The Client will not be permitted to set off any payment obligation to the Contractor against any claim of the Client against the Contractor, for any reason whatsoever, without the explicit written permission of the Contractor. The Client is also not entitled to suspend its payment obligation.

11. Performance of the Agreement

1. In order to ensure good performance of the Agreement, the Client must provide Contractor with all the information it needs, in good time.
2. If the Contractor requests it, the Client must provide the necessary resources for the performance at its location, at no cost.
3. The performance by the Contractor has the nature of a best efforts obligation. The Contractor will make its best effort to achieve the desired results but the result cannot be guaranteed.



4. The Contractor is entitled to involve or engage third parties in the performance of the Service, unless the Client has explicitly expressed its opposition to this in advance.
5. The Contractor will endeavour to perform the Service with due observance of the code of conduct stipulated in this article. The code of conduct can be requested from the Contractor. If the Agreement is performed by a psychologist registered with the NIP, the NIP Code of Professional Conduct will also be applicable.
6. **In-company and custom training courses and educational courses** Following consultation, the Contractor or the Client will provide the location and the meeting package, as appropriate including dinner and/or overnight accommodation, including for the Employees and/or Externals of the Contractor who are realising the Agreement. All the costs related to this will be borne by the Client.
7. **Advice, supervision, coaching** The duration of the order can be influenced by wide range of factors , such as the quality of the information obtained by the Contractor and the cooperation provided by the Client and/or participant. Therefore the Contractor cannot be held to the estimated turnaround and/or implementation time.
8. **Executive search & selection**
 - a) Proposals of candidates are made according to the best of the Contractor's knowledge. The Contractor will assume in this respect that the information provided by the candidates about themselves, or those of references, is correct. The Client is responsible for the ultimate choice of candidate.
 - b) The Client will owe the full fee for each first candidate employed in the context of the media acquisition, file or direct search order by the Contractor, including if this involves a position other than that for the original order.
 - c) If the Client employs multiple candidates proposed by the Contractor in the context of a media acquisition, file or direct search order, the Contractor will charge the Client additional fees, each amounting to half of the fee applicable for the order.
 - d) As long as the Contractor is involved in an order, each person responding to the position in question or with whom contact exists in another manner in this respect will be deemed to have been proposed by the Contractor, which therefore also applies, in particular, to all contacts with the Client which exist or occur separately from the Contractor.
 - e) If the Client decides to enter into an employment relationship with one or more persons introduced by the Contractor who were not appointed in direct relation to the order in question, the Client will be required to notify the Contractor immediately in writing to this effect, irrespective of the nature of the position, if the entering into the employment relationship takes place within two years of creation of the Agreement pertaining to the order in question. The Client will then owe the full appropriate agreed fee.



9. Interim Management

a) Proposals of candidates are made according to the best of the Contractor's knowledge. The Contractor will assume in this respect that the information provided by the candidates about themselves, or those of references, is correct. The Client is responsible for the ultimate choice of candidate.

10. Assessment

a) The Contractor will ensure that the participant(s) is/are provided with written information and invitations in good time.

b) The Contractor will ensure that the report is made available in full and in good time (no later than five working days after completion of the assessment).

12 Amendment and cancellation of the Agreement

1. In the event of premature modification of the Service occurring through the Client's doing, the Contractor will make the necessary amendments to the Agreement. In the event that expansion, amendment and/or modification result in additional costs, the Contractor will be entitled to charge these costs on to the Client.
2. The Contractor can make changes to the Implementing Parties if it is of the opinion that this is necessary for the provision of the Service. The modification must not reduce the quality of the implementation, nor negatively affect the continuity of the Service. A change to the Implementing Parties can also take place at the request of the Client in consultation with the Contractor.
3. In the event of illness or other exceptional circumstances of the Implementing Parties, the Contractor can move or cancel the implementation, subject to payment of the location costs, if and inasmuch as the Client owes them and, in the event of cancellation, subject to a crediting of the agreed price.
4. The Contractor can terminate or cancel the Agreement prematurely if it is of the opinion that its implementation can no longer take place in accordance with the Agreement and, as appropriate, later additional order specifications. This must be made known in writing to the Client, giving reasons.
5. Supplementary to the general terms and conditions of modification and cancellation, as specified in articles 12.1-12.5, the specific general terms and conditions of modification and cancellation specified in articles 12.6-12.10 will also be applicable.
6. In-company and custom training courses and education courses
 - a) The Client is entitled:
 - i) to change the location and/or implementation date. This can take place at no charge up to 4



weeks before the implementation date. In the event of changes within four to two weeks before the implementation date, the Client will owe 25% of the course price, and within two weeks of the implementation date, 50% of the course price. The new location and/or implementation date will be set in consultation with the Contractor.

ii) to terminate the implementation prematurely. The Client will still owe the full course price.

iii) to cancel the Agreement in writing. This can take place on payment of 50% cancellation costs up to 4 weeks before the first implementation date. In the event of cancellation within four weeks before the first implementation date, 100% of the course price will be charged.

iv) if the Contractor has arranged the location and meeting package on behalf of the Client, any modification or cancellation costs for these will also be charged in full to the Client.

7. Advice, supervision, coaching, feedback meeting.

a) The Client is entitled:

i) to amend the dates of meetings in writing. This can take place at no charge up to five working days before the meeting in question. In the event of a change within five working days before the meeting, the Client will owe 50% of the agreed price, and on the date itself, 100%. The new date of the meeting will be determined in consultation with the Contractor.

ii) to terminate the implementation prematurely. The Client will still owe the full agreed price.

iii) to cancel the Agreement in writing. This can take place at no charge up to four weeks before the first implementation date. In the event of cancellation within four weeks before the first

Implementation date, 100% of the agreed price will be charged.

iv) if the Contractor has arranged the location and meeting package on behalf of the Client, any modification or cancellation costs for these will also be charged in full to the Client.

8. Executive search & Selection

a) The Client is entitled:

i) to terminate the implementation prematurely. In such a case, the Client will owe the full agreed fee.

ii) to cancel the Agreement in writing. In the event of cancellation within four weeks before the first phase, 50% of the agreed price will be charged.

9. Assessment

a) In the event of a one-off assessment, the Client will be entitled:

i) to change the date of the assessment in writing or to cancel the Agreement in writing. This can take place at no charge up to five working days before the assessment. In the event of a change within five working days before the assessment, the Client will owe 50% of the agreed price, and on the date itself, 100%. The new date of the assessment will be determined in consultation with the Contractor.



a) In the event of multiple assessments (a project), the Client will be entitled:
i) to amend the commencement date of the project in writing. This can take place at no charge up to four weeks before commencement of the project. In the event of changes within four to two weeks before commencement of the project, the Client will owe 25% of the agreed price, and within two weeks of commencement of the project, 50% of the agreed price. The commencement date of the project will be determined in consultation with the Contractor.
ii) to cancel the Agreement in writing. This can take place at no charge up to four weeks before commencement of the project. In the event of cancellation within four weeks before commencement of the project, 100% of the agreed price will be charged.

11) Products and Materials a) Cancellation of Products and Materials made available is not possible.

13. Force majeure

The term force majeure is deemed in these general terms and conditions to mean each circumstance independent of the will of the Contractor – even if this circumstance could already have been predicted at the time the Agreement came into being – which permanently or temporarily impedes compliance with the Agreement, and, as far as this is not included in the above, wars, risk of war, civil war, riots, labour strikes, fire, computer outage at the Contractor, long-term illness of the Implementing Parties and other serious disruptions at the Client or its suppliers.

14. Suspension and termination

1. In the event that implementation of the Agreement is impeded as a result of force majeure, the Contractor will contact the Client, and the Contractor will be entitled, without judicial intervention:
 - a) either to suspend implementation of the Agreement as long as the circumstance resulting in force majeure and its consequences continues;
 - b) or to terminate the Agreement wholly or partially without the Contractor being required to pay any compensation.
2. During the suspension referred to in article 14.1, the Contractor will be authorised, and at the end thereof will be required, to opt for implementation or for full or partial termination of the Agreement.



3. If the Client does not comply fully, properly or promptly with any obligation ensuing for it from any agreement entered into with the Contractor or from an Agreement connected with it, or if there are good grounds for concern that the Client is not or will not be able to meet its contractual obligations to the Contractor, and in the event of bankruptcy, a moratorium, stoppage, liquidation or partial transfer – including as collateral – of the business of the Client, including the transfer of a significant part of its accounts receivable, the Contractor will be entitled, without notice of default and without judicial intervention, to:
 - a) either suspend the performance of each of these Agreements for a maximum of six months;
 - b) or to terminate them fully or partially. In such a case, the Contractor will not be required to pay any compensation or be subject to any guarantee, without prejudice to the other rights to which the Contractor is entitled.
4. During the suspension referred to in article 14.3, the Contractor will be authorised, and at the end thereof will be required, to opt for implementation or for full or partial termination of the suspended agreement(s).
5. In the event of suspension pursuant to paragraph 3, the Client will owe a penalty of 50% of the agreed fee that would have been owed – counted from the moment of the actual termination of the work – in the event of a normal continuation of the Agreement. This penalty will be immediately due and payable.

15. Complaints

Complaints pertaining to the services performed and/or provided must be submitted in writing to the Contractor within 30 working days of completion. After this period, the Client will be deemed to have approved the Service performed.

16. Liability

Except in cases of intent and gross negligence, the Contractor will not accept any liability for loss as a result of Services performed and/or use of the delivered item or its unsuitability for the purpose for which the Client purchased the delivered item. The Contractor cannot be held liable for unlawful acts by Externals. The liability will in any event be limited to the amount or amounts of the fee charged for said service, or the total amount of the delivered item, inasmuch as the amount is covered by the liability insurance of the Contractor. In the case of Agreements which have a term longer than 6 months, a further limitation of liability is applicable of the maximum of the invoice amount for the last 6 months.



17. Disputes and Applicable Law

These general terms and conditions and the Agreements are subject to Dutch law. All disputes arising from or resulting from legal acts subject to these general terms and conditions will be put before the competent judicial body in the district of Utrecht, unless the Parties have explicitly agreed a different choice of forum.