

Terms and conditions Caresult

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## 1. Definitions

- Caresult: Caresult, The Hague KvK 80872026, NL
- The “Client”: the party that tenders the project
- The “Assignment”: refers to the specified activities (of whatever nature) to be carried out by Caresult for the client and as described in the “agreement”
- The “Proposal” refers to the description of the assignment and specified appendixes thereof and is subject to and inclusive of these terms and conditions
- The “Agreement” refers to the copy of the Proposal signed by both Caresult and the client as approved for execution.
- “Caresultant” refers to the individual(s) assigned to an assignment by Caresult and active in providing advice and other services (as specified in the agreement) to the client.
- “Interim Manager” refers to the individual(s) assigned to an assignment by Caresult, who fulfil a specified position in client’s organization on a temporary basis.

## 2. Applicability of General Terms and Conditions

- These terms and conditions apply to all proposals, assignments, services or agreements, irrespective of their nature, provided by Caresult.
- These terms and conditions are also applicable to agreements with Caresult wherein third parties are involved.
- Purchase conditions, payment conditions or other conditions specified by the client are expressly rejected unless specified in the agreement

- Changes in the assignment or the applicable terms and conditions are only valid if expressly mentioned in (a revision of or appendix to) the agreement that is signed by representatives of both Caresult and the client.

### 3. The Proposal

- All proposals made by Caresult are without obligation and are valid for 30 days unless otherwise specified.
- A Caresult proposal will be deemed an agreement and will become binding when signed by representatives of both Caresult and the client within 30 days. Beyond this period Caresult and the client may, by mutual understanding, both agree to sign the proposal leading to an identical binding agreement.
- An expired proposal is in no way valid for or relevant to future proposals.
- Proposals are based on the information provided by the client. The client undertakes to provide all information that is relevant or could be relevant for the assignment and to verify the correctness and validity of such information.
- Caresult will describe the assignment and means of execution as clearly as possible in the proposal together with (reference to) applicable terms, conditions and tariffs. In particular, parts of the assignment may be specified as "Interim Management" whereupon specific conditions may apply.
- Until a signed, binding agreement is reached with the client, Caresult is not able to guarantee the availability of any persons named in the proposal and retains the right to assign such persons to other projects. In case of non-availability of named persons, Caresult will endeavor to provide a suitable alternative and will inform the client accordingly.
- A proposal consisting of various components does not oblige Caresult to carry out only selected components at the specified prices.
- Agreements are made exclusively on the condition that the client is able to pay for the services specified in the agreement and under the terms and conditions of the agreement. Caresult reserves the right to investigate the "creditworthiness" of a

(potential) client before or during the assignment and to request information (from the client) pertaining to this. Caresult may immediately nullify the agreement and/or cease the provision of services if there is reasonable doubt in the client's ability to pay.

#### 4. Execution of the Agreement

a. Caresult will carry out all its activities with due care and attention and in accordance with the accepted practices of the profession.

b. Caresult will endeavor to inform the client as appropriate on the progress of the assignment and in accordance with any specific requirements of the agreement in this respect. In particular, Caresult will make all reasonable efforts to identify in inform the client of potential obstacles or substantial changes required to the agreement for the successful completion of the assignment.

c. Caresult reserves the right to substitute persons other than those specified or implied in the agreement in order to ensure the successful execution of the agreement. Such substitutions are subject to approval by the client. Caresult cannot be held responsible for the effects of substitutions arising from circumstances beyond their control including (but not limited to) sickness and death, dismissal, resignation or industrial action.

d. Caresult reserves the right to use third parties to execute (parts of) the assignment in so far as this is necessary for a successful execution.

e. Caresult may undertake additional activities related to but not specified in the agreement at the request of the client. These activities will be invoiced at the prevailing Caresult rates. Caresult reserves the right to decline such requests. If Caresult deems such requests to be unrelated to the existing agreement, a new proposal will be made and subject to agreement as specified in section 3.

f. Caresult operates independently, ethically and in a professional fashion in all activities undertaken and reserves the right to immediately terminate an agreement should there be evidence that these criteria cannot be maintained or resolved in a satisfactory fashion.

g. By their nature, advice, consultancy, assessments, studies, programs and reports carried out by Caresult can be subject to the effects of factors know or unknown that fall outside the scope of the agreement and sphere of influence of Caresult. For this reason, no guarantee can be given pertaining to the measured or observed results of the services.

h. Exclusively for services identified in the agreement as “Interim Management”, specific results to be achieved by the interim manager may be identified and included in the agreement. The results desired and associated reward or penalty of any kind will be specified completely in the agreement. Achievement or otherwise of these results will have no bearing whatsoever on (parts of) agreements made for services other than “Interim Management”

i. For services identified in the agreement as “Interim Management” it is expected that the Caresultant and the interim manager concerned be given full access to information, other employees and resources of any kind necessary for carrying out the assignment as could be expected for a permanent employee of the client fulfilling this position. Failure to meet these criteria could constitute reason for termination of the contract without penalty.

j. If essential information or other specified resources of any kind required from the client and pertaining to the successful completion of the assignment cannot be provided on time, Caresult reserves the right to invoice additional costs made as a result or to terminate the agreement.

## 5. Responsibilities of the Client

a. The client is expected to ensure timely provision of all necessary information, documents and data that Caresult needs to execute the assignment and to inform Caresult of any changes or developments that arise in the course of the assignment.

b. Caresult accepts no responsibility for losses or damages that result from shortcomings under 5a.

c. The client ensures that their own employees and any specified resources relating to the successful completion of the assignment are of adequate standard and available on time, in full.

d. The client provides a suitable work location(s) that allows Caresult to complete the assignment in an efficient fashion. Work locations are normally expected to have internet, email and a telephone connection and meet applicable workplace standards. The work location and all associated services are provided free of charge unless otherwise specified.

e. The Client will indemnify the service provider and its employees against claims of third parties (including employees working on behalf of Caresult) arising from actions or omissions by the client or resulting from unsafe situations on its premises.

## 6. Changes of scope

a. Any change to an assignment made before or during the execution but after the agreement will be deemed a "scope change" if either Caresult or the client believe the agreement no longer correctly or adequately describes the (expected) activities.

b. In cases of a scope change, Caresult will endeavor to revise the agreement accordingly and will charge no additional costs (other than direct "out of pocket costs") for this. Scope changes will be developed on a basis of mutual understanding and cooperation between Caresult and the client.

c. Activities (including preparations of any kind) carried out but invalidated by the scope change will be invoiced at Caresult's normal rates or at the rates specified in the original agreement.

d. The client acknowledges that such changes can impact amount of work and timing and is open to discuss the consequences with the service provider. Either an addendum on the contract is being established or the additional work for the assignment will be additionally invoiced in line with tariffs and agreements of existing contract.

## 7. Confidentiality

- a. Both Caresult and the client shall ensure that all information received from the other party which is confidential or sensitive in nature shall remain secret, unless legal obligation forces disclosure. Such information shall only be used for the purpose for which it was provided and in relation to the agreement with the client.
- b. The client shall not, without the prior written consent of the Caresult, share the approach and methods used by Caresult with any third parties.
- c. Caresult will ask for written permission from the client to use examples from assignments or registered trademarks of the client for any form of advertising or publicity.
- d. Caresult is not obliged to disclose any details whatsoever concerning other clients and activities agreements with them.

#### 8. Duration and termination of agreement

- a. The agreement and its terms and conditions remain in force until the completion of the specified assignment activities, independent of any indicative timing stated in the agreement.
- b. Caresult will endeavor to execute the agreement according to the agreed schedule. The timing specified in the agreement is always approximate and cannot be interpreted as a deadline. The Client acknowledges that the duration and scheduling of the assignment may be affected by various unforeseen factors, including but not limited to the quality of information provided by the client and the (degree of) availability and commitment of the client's employees.
- c. Services identified in the agreement as "interim management" are subject to specified start dates, end dates and durations which are considered binding.
- d. In all cases of termination of an agreement, Caresult and the client are committed to a fair conclusion of activities.
- e. Both Caresult and the client have the right to request early termination of the agreement with a notice period of 30 days. In such cases, Caresult will invoice the client

for completed parts of the agreement at reasonable rates or as specified in the agreement. Irrecoverable costs made by way of preparation for activities not yet carried out and those made during the notice period will also be invoiced.

f. Client shall in case of termination of the contract for any reason whatsoever, settle all invoices that result from work performed under the agreement in time and in full. All sent invoices remain payable and at the time of termination due according agreed time frame.

g. Both Caresult and client are entitled to terminate the agreement with immediate effect in whole or in part and without judicial intervention, if the other party (a) files an application for bankruptcy, (b) requests protection from creditors, (c) has reason to believe that the company's credit worthiness is sufficiently poor that invoices will not be paid, (d) has failed to pay previous invoices on time, (e) forces or threatens to force the use of un-ethical, un-safe or un-professional practices. In case of termination for these reasons, the service provider shall not be obliged to refund received payments or to pay damages for losses of any form and is entitled to invoice for services already carried out.

## 9. Tariffs and fees

a. Services carried out will be invoiced on a monthly basis or upon other criteria as specified in the agreement

b. The charges for services, travel costs, residency cost and other expenses are specified in the agreement. For agreements with an expected timeframe of more than 1 year, Caresult may increase fees 12 monthly in line with inflation or, if inflation of the Euro exceeds 5% annually, at the moment this is publicly announced.

c. All prices and charges are exclusive of VAT (BTW)

## 10. Payment

- a. The client is obliged to settle all invoices by bank transfer to the bank account of Caresult within 14 days of the invoicing date.
- b. In the case of late or incomplete payment, interest will automatically be charged on the outstanding amount. The client will receive one reminder for payment from Caresult which in no way exempts the client from payment of accrued interest charges. In case of continued non-payment, Caresult reserves the right to use any other legally permissible measures to recover its losses and charge the costs of these measures to the client.

## 11. Liability

- a. Caresult is only liable for direct damage or losses suffered by the client when this is the direct result of a negligence on the part of Caresult and can be indisputably attributed as such.
- b. Caresult is not liable for the damage that the client or a third party suffers from the application of advice or application of the results from the assignment.
- c. Caresult can never be liable for indirect damages including but not limited to consequential losses, lost profits, unachieved savings, reputation damage, damage to third parties or failed business strategy.
- d. The liability of the Service Provider due to culpable breach of contract or gross negligence applies only if the client, immediately after discovery of the defect, properly notifies the service provider in writing, about the misconduct and stating a reasonable period for remedying the deficiency and if the service provider continues to fail to meet its obligations. The notice must contain a detailed description of the shortcoming such that the service provider is able to respond adequately.



e. In all cases the total liability of Caresult is limited to the equivalent of one month's fees. This will be calculated as the total assignment amount divided by the estimated assignment duration as specified in the agreement.

f. Claims against Caresult are only valid when submitted within 30 days of the ending of the assignment. The assignment is considered ended when (a) the client has confirmed in writing that this is the case (b) the notice period for termination has lapsed (c) the final invoice has been paid (d) there has been no contact of any sort between Caresult and the client for a period of 30 days.

g. A claim against Caresult is considered resolved if there is no written correspondence concerning it for 6 calendar months.

## 12. Final provisions

a. Both client and Caresult shall, for a period of one year after completion of the assignment, not engage themselves without written consent of the other party, in the recruitment of the staff involved in the execution of the contract.

b. In the case that either the client or Caresult are subject to a situation of "force majeure" according to the meaning of Article 6:74 of the Burgelijk wetboek, then the affected party shall immediately notify the other. Both parties shall then consult in order to reach a reasonable solution. If such a "force majeure" situation continues for longer than a three (3) month period, either party may terminate the agreement immediately in writing. In such a case, only unpaid activities already carried out will be invoiced.

## 13. Applicable law and disputes

a. In case of any dispute or claim between the client and Caresult, both parties hereby commit to endeavoring first to resolve the issue amicably and without recourse to the courts of law.

b. Dutch law is applicable to all disputes associated with the agreement, the terms and conditions of the agreement and the assignment itself