

HrmForce Terms of Business

General conditions of delivery and payment of HrmForce, having its registered and principal office in Schiphol-Rijk, registered with the Chamber of Commerce of Amsterdam under number 34369982

These Conditions apply to all our offers, contracts and the performance thereof, unless otherwise agreed with you in writing. Your conditions shall apply insofar as they do not conflict with our Conditions. In the event of conflict between the two sets of conditions, our Conditions shall prevail.

Definitions

Parties: you and HrmForce.

Customer: any (legal) person who has made or wishes to make a contract with our Customer and his representative(s) and legal successor(s), hereafter referred to as you, your. HrmForce will hereafter be referred to as we, us, our.

Offer: any offer presented in writing upon your request.

Order confirmation: the written document in which the contract is laid down.

Contract: the signed order confirmation.

Force majeure: any circumstance beyond our control or any unforeseeable circumstance, whereby it would no longer be reasonable to demand performance of the contract by us or by you.

1. Offers

1.1 All our offers, in whatever form, are without commitment and are effective for one month, unless explicitly otherwise stated. Any budgets, plans or other documents which a HrmForce Customer offers, will remain our property. They may not be reproduced or disclosed to third parties without our consent. Sending offers and/or documentation does not impose an obligation on us to accept an order.

1.2 No costs are connected with drafting an offer. If it is foreseeable that the drafting of an offer will take more than 4 hours, after prior consultation with you, costs may be charged.

2. Contract

2.1 A contract will have been made with us after we have accepted an order in writing. The date of signing is decisive in this respect. The order confirmation is deemed to accurately and fully set out the contract. Any subsequent additional agreements or changes are only binding if they have been agreed in writing.

2.2 For transactions for which, by their nature and scope, no offer or order confirmation is sent, the invoice is deemed to set out the contract accurately and in full, subject to written complaints within 8 working days after the invoice date.

2.3 We make all contracts subject to the suspensive condition that you, to be evaluated by us (when desired), are sufficiently creditworthy for the performance of the monetary obligations of the contract.

We are entitled upon or after the making of the contract, before effecting (further) performance, to demand security from you to ensure that the payment and all other obligations will be met.

2.4 You are bound to furnish us in due time with all information and documents which are necessary for the correct performance of the contract.

2.5 As an interested party you are under an obligation to inspect our products and services for inaccuracies and to report such to us.

2.6 Invoicing starts directly after signing contract. Licenses are on an annual basis, for an indefinite period of time and will be automatically renewed with a notice period of 2 months before end/renewal date. Additional work will only be charged in consultation and after written approval from the client.

3. Prices

Unless otherwise stated, our prices are exclusive of VAT and are set out in Euros and are exclusive of the costs of special shipments. You will be given two months' notice of any price changes. Inflation correction will be implemented annually. When invoiced based on number of employees, this will be based on the number of employees on January 1st of each year. Pricing will be automatically adjusted. Should legislation, jurisprudence, an (inter) national or regional tax authority adjust tax rates (with retroactive effect), the possible subsequent claim will be charged to the customer.

4. Cancellation

It is not possible to cancel instruments after the questionnaires are sent out. 100% will be charged. Rescheduling prior to sending out the questionnaires is free.

Services (including workshops, consultancy, assessment and development centers):	Cancel appointment	Move appointment
10 to 6 working days before	50 %	125 %
5 to 2 working days before	75 %	150 %
A day before or the day itself	100 %	175 %
Training courses:		
20 to 11 working days before	50 %	125 %
10 to 6 working days before	100 %	150 %
5 working days before	100 %	175 %

5. Delivery and transport

The method of transport, shipment and the like will be determined on the basis of the usual commercial norms and custom, unless otherwise agreed with you. You will bear the risk of transport, including misconduct/negligence of the transporter.

6. Force majeure

- 6.1 If in our opinion the force majeure will be of a temporary nature, we have the right to suspend performance of the contract until the circumstance causing the force majeure has ceased.
- 6.2 If in our opinion the force majeure situation is of a permanent nature, the parties can make an arrangement regarding the dissolution of the contract and the related consequences.
- 6.3 We are entitled to demand payment for the goods delivered and/or work executed in respect of the performance of the relevant contract before the circumstance causing force majeure arose.
- 6.4 The party who believes it is or will be subject to force majeure, must immediately inform the other party thereof in writing.

7. Intellectual property

- 7.1 All industrial and intellectual property rights to which our products and services are subject, including patent rights, design and trademark rights, copyrights and neighbouring rights, database rights and chip rights, shall remain our property. On conditions to be agreed in writing, we will grant you rights in this respect.
- 7.2 You guarantee to us that the use of information or other materials provided by you will not cause us to act contrary to statutory regulations or to infringe protected rights of third parties. Furthermore, you indemnify us against all direct and indirect consequences of claims which third parties could bring against us in respect of breach of this guarantee.

8. Liability

- 8.1 We exclude any liability insofar as such has not been made subject to mandatory regulation by law.
- 8.2 Our liability shall never exceed the total amount of the relevant order.
- 8.3 Subject to the general legal rules of public order and good faith, we are not bound to pay any compensation of damage, of any nature whatsoever, direct or indirect, including trading loss, to real or personal property, or to persons, either in respect of the other party or in respect of third parties.
- 8.4 In any event, we are not liable for damage which arose or was caused by the (improper) use of the goods delivered or by the unsuitability thereof for the purpose for which you acquired it.
- 8.5 If as a result of force majeure we have to deviate from the agreed dates or times, we do not accept any liability for any damage ensuing therefrom, such as travel costs and hours not worked.

9. Complaints

- 9.1 We will take complaints into consideration if they reach us in writing within 8 working days after effecting of the relevant performance. This also applies for complaints on invoices. After the expiry of this term you will be deemed to have approved the goods delivered or the invoice respectively.
- 9.2 If we hold the complaint to be well-founded, we are only obliged to effect the agreed performance.
- 9.3 If the complaint is held to be well-founded, this will suspend your payment obligation until the time when the complaint has been dealt with.

10. Retention of title and payment

- 10.1 Delivered goods remain our property until the time when you have paid for all our deliveries and work – effected in accordance with the contract – or deliveries and work still to be effected, including interest and costs.
- 10.2 In the event of moratorium on payment, bankruptcy, suspension of payment, cessation or transfer of your business, or death if you are a natural person, we are entitled to cancel the order, without notice of default or judicial intervention, in whole or in part and to the return of the goods not yet paid for. Cancellation and retrieval of goods by us does not affect our right to compensation for loss or damage. In such cases, any claim we have on you will be immediately payable in full.
- 10.3 Unless otherwise agreed in writing, payment must be effected within 14 days after the invoice date, by means of deposit on or transfer to a bank account designated by us.
- 10.4 The statutory interest shall be owed over payments still owing one month after the invoice date, as of the date one month after the invoice date. Both judicial and extrajudicial collection costs incurred in connection with late payment are at your expense. The extrajudicial costs are fixed at 15% of the invoice amount with a minimum of € 150,-.

11. Use of the services

- 11.1 The Services and the HrmForce Product(s) have been professionally developed solely to determine personality characteristics and/or competencies that are not medical or psychological in nature and can be used only as one of many components of an overall evaluation of candidates and the selection for hire, promotion and transfer. The services and the HrmForce Product(s) were not originated or developed to derive a medical or psychological opinion or diagnosis.
- 11.2 Customer agrees and acknowledges that it remains solely responsible for application and use of the services and the HrmForce Product(s), including, without limitation: use of the services and the HrmForce Product(s) in accordance with the HrmForce User Manual and training, as part of a proper and ethical HR process, determining that use of the services and HrmForce Product(s) serve a business purpose with respect to assessing a candidate or group thereof; ensuring the services and the HrmForce Product(s) correspond to applicable job criteria; validating the use and application of the services and the HrmForce Product(s); and uniformly administering the services and HrmForce Product(s) in a non-discriminatory manner.

11.3 Notwithstanding anything herein to the contrary, HrmForce makes no representation or warranty as to the accuracy or completeness of the data collected or any assessment generated in connection with the services or HrmForce Product(s), or through the use and operation of the services and the HrmForce Product(s).

11.4 To the extent the HrmForce Product(s) are modified or adapted at the request of the customer and such modification or adaptation request is agreed to by HrmForce, such modification or adaptation will be done solely in reliance on information provided by the customer. HrmForce does not warrant that the services and the HrmForce Product(s) will meet the customer's specific requirements or that the application of the services and HrmForce' Product(s) will be uninterrupted or error free, or that any errors or deficiencies can be corrected.

11.5 HrmForce is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

11.6 HrmForce is entitled to change, add and remove content, look & feel and structure of questionnaires and solutions during the contract.

11.7 The warranties set forth in this agreement and HrmForce' liability hereunder are expressly conditioned upon the customer's proper use and supervision of the services and the HrmForce Product(s) and the customer's compliance with all applicable laws, rules and regulations, and all provisions of this agreement.

11.8 A fair use policy applies. The unrestricted use and related license of HrmForce.com is based, among other things, on the size of the current workforce, the expected growth of the workforce and the number of applicants per position. Based on the related assumptions about the volumes to be processed, HrmForce monitors the use of the application on a daily basis and HrmForce reserves the right to close the application in the event of unauthorized use.

11.9 Upgrades and updates of online tools, questionnaires, solutions or new languages are added to hrmforce.com and made available in consultation with additional costs.

12. Data Protection

12.1 Both parties shall at all times comply with all applicable laws and regulations in relation to the collection, processing, use, and storage of Personal Data.

12.2 Where customer resides within the European Economic Area ("EEA"), customer agrees that HrmForce may transfer Personal Data outside the EEA to the facilities of HrmForce in order to provide customer with the Products or Services. This may include processing Personal Data in countries in which data protection laws do not provide the same level of protection as those within the EEA. Where customer resides outside the EEA, customer agrees that HrmForce may transfer Personal Data to the facilities of HrmForce in order to provide customer with the Products or Services. At all times, HrmForce will take appropriate steps to protect Personal Data in accordance with these Terms and all data protection laws applicable to the Data Processor.

12.3 Customer is the Data Controller of Personal Data. "Data Controller" means a person/entity who determines the purposes for which and the manner in which any Personal Data is, or is to be, processed (collected, used, amended, retained, destroyed, etc.). shall act as the Data Processor with respect to the Personal Data. "Data Processor" means a person/entity (other than an employee of the Data Controller) that processes Personal Data on behalf of the Data Controller. As the Data Processor, HrmForce shall: (i) process Personal Data in accordance with customer's reasonable instructions or otherwise as permitted under these Terms, and (ii) implement appropriate administrative, technical, and physical security controls to protect Personal Data from unauthorized access, use, or disclosure, unauthorized modification, or unlawful destruction or accidental loss. HrmForce shall cooperate with any customer request for Personal Data provided by or through customer to HrmForce, as applicable, provided that such request does not violate Section 12.2.

12.4 HrmForce may disclose Personal Data to Third Parties (as defined below) in the following limited circumstances: (i) if HrmForce or buys or sells any business assets (this does not include any marketing lists or for any marketing purposes), (ii) if HrmForce contracts with Third Parties to perform or provide certain services on behalf of HrmForce or one of its Affiliates, or (iii) if HrmForce is under a duty to disclose or share Personal Data to comply with any legal obligation. HrmForce or its applicable Affiliate shall contractually require any buyer of HrmForce's assets that include Personal Data, or any Third Party performing services on HrmForce's behalf, to provide the same level of protection for Personal Data required in these Terms and under any applicable data protection laws. For purposes of this section, "Third Party" means any person or entity other than Customer, HrmForce, the Data Controller or the Data Processor or other person authorized to process data for the Data Controller.

12.5 HrmForce shall notify customer of any unauthorized access to or misuse of Personal Data (a "Data Breach") as soon as reasonably possible after discovery of the Data Breach. HrmForce shall not notify any Third Parties of the involvement of customer's Personal Data in the Data Breach, without customer's prior permission. HrmForce shall immediately investigate and take appropriate remedial actions to mitigate the effects of the Data Breach. Such investigation and remediation activities shall be in accordance with applicable laws, regulations, industry standards, and industry best practices. Upon request, HrmForce shall provide customer with a summary report of its investigation and remediation activities.

13. Use of the services and products in the United States of America ("United States")

The provisions of this article are applicable solely with respect to use of the HrmForce Product(s) and services within the United States, and are in addition to, and not in replacement of, the terms and conditions set forth in the primary contract, and the schedules and attachments thereto (collectively, the "contract"). Capitalized terms used herein but not otherwise defined shall have the meanings attributed to such terms in this contract. Customer hereby agrees to the following terms and conditions in respect of its use within the United States.

13.1 In addition to and not in limitation of the right of HrmForce to use and hold data collected by HrmForce in connection with customer's use of the HrmForce Products, the customer shall provide HrmForce with copies of any data collected or surveys conducted by the customer (whether for internal purposes, as a matter of law or regulation, or for or on behalf of third parties) with respect to the use and application of the HrmForce Products and services, including, without limitation, with respect to the race, colour, religion, sex, or national origin of any employees or applicants using the HrmForce Products and services, and/or any such employee(s) or applicant(s) to whom the customer extends offers of employment or advancement.

13.2 The customer must always maintain possession and control of the HrmForce Product materials. The customer agrees and acknowledges that HrmForce in no way controls or supervises the customer in its use of the HrmForce Products or services, or the evaluation and selection of applicants and employees by the customer, and that the customer will be solely responsible for complying with all United States federal and state laws and regulations applicable to psychological personality testing and other methods of evaluation of employees and applicants, including, without limitation, the American with Disabilities Act, Title VII of the Civil Rights Act of 1964, or state data protection and privacy laws and its own security, confidentiality and privacy statements. The customer warrants that it will not use the HrmForce Products and services in any manner which would constitute unlawful discrimination or be improper in any other way.

13.3 The customer acknowledges that the HrmForce Products and services have not been validated by HrmForce under the laws and regulations applicable to similar products and services in the United States market.

14. Disputes and applicable law

14.1 All disputes ensuing from this contract and/or contracts based hereon shall be adjudicated by the competent court in the Netherlands.

14.2 All our offers, contracts and the performance thereof are exclusively covered by Dutch law.

