

General Conditions of ProActief UvA BV

(as registered under number 33281692 at the Amsterdam Chamber of Commerce)

Article 1 Definitions

The following definitions are used in these General Conditions:

- a. ProActief:** the private company with limited liability ProActief UvA, established in Amsterdam (a subsidiary of UvA Holding BV);
- b. Client:** any legal entity or natural person who commissions ProActief to carry out services in career guidance, advice and outplacement;
- c. Assignment:** the assignment (or request) from the client to ProActief to carry out services in career guidance, advice and/or outplacement;
- d. Contract:** any contract between ProActief and client, including any changes or additions to the contract and all legal acts performed in the preparation and execution of the contract, in which ProActief undertakes to carry out the work commissioned by the client. The contract in question may contain agreements on specific conditions;
- e. Service:** services related to career guidance, advice and outplacement;
- f. Candidate:** an employee (designated by the client) who qualifies for guidance by ProActief and has proven willing to participate;
- g. Quote:** an offer by ProActief for services on behalf of a candidate and/or client.

Article 2 Applicability

1. These conditions apply to all quotes from, assignments for and contracts with ProActief with regard to services related to career guidance, career advice and outplacement.
2. Any stipulations derogating from these conditions are only valid when agreed in writing.

Article 3 Quote and formation of the contract

1. The nature and scope of the service provided by ProActief is determined by the description of activities included in the quote.
2. The contract comes into effect at the moment in which ProActief receives the signed contract and the candidate has consented to the implementation of the contract.
3. ProActief is obliged to fulfil quotes for a period of at least 30 days, calculated from the day of dispatch, unless otherwise stated in the quote.
4. All amounts mentioned in the quote from ProActief are excluding VAT, unless otherwise stated.
5. Changes, supplements or additions to the quote are only valid if agreed in writing by both parties.



Article 4 Carrying out the contract

1. ProActief guarantees to make optimum use of all means at its disposal in guiding and advising the candidate. In carrying out the contract ProActief is bound by a best efforts obligation.
2. In the event of new circumstances – in addition to or in deviation from the information provided by the client and/or candidate – arising during the course of the contract that cause serious obstacles to the carrying out of the contract, ProActief may limit the guidance, suspend it until a later date or terminate it.
3. ProActief maintains the right to at any time suspend the carrying out of the contract until such time as the client has met his obligations regarding timely provision of the necessary data and information insofar as this is needed by ProActief for the proper fulfilment and completion of the contract.

Article 5 Duration of the contract

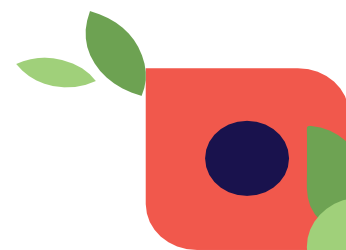
1. The contract ends at the moment that
 - a. the candidate has accepted an offer of a new position,
 - b. or has started as a self-employed person,
 - c. or the goal formulated in the contract has been reached.
2. In any case the contract ends twelve months after its formation, plus any periods of suspension. Parties may agree in mutual consultation to extend the duration of the contract under certain conditions.
3. The contract is terminated by giving notice as determined in Article 7 of these general conditions.
4. The contract is terminated if it is in the opinion of ProActief that it has become impossible to carry out the contract due to circumstances beyond its control.
5. In the event of a (provisional) suspension of payments, bankruptcy, shut-down or liquidation of the client, the contract will be terminated by operation of law, unless ProActief notifies within a reasonable period of time its requirement for the specific performance of (a part of) the contract.
6. In the event of default by the client or any of the cases named in Article 5, section 5, all amounts owed to ProActief become immediately and fully due and payable and ProActief is entitled to suspend carrying out the contract and/or to the full or partial termination thereof.

Article 6 Reinstatement of the contract

In the event that the new employee ends the employment contract during the trial period of the candidate, ProActief shall – if the client so desires – resume its services and continue them on the basis of the original contract.

Article 7 Termination of the contract

1. The client has the right to terminate the contract during its term, subject to one month's notice. Termination must be submitted in writing.
2. If a candidate obstructs the guidance process, for example by repeatedly failing to follow advice or fulfil agreements and by showing no effort or motivation over a long period of time, ProActief has the right to cancel the contract, after it has informed the client of this, insofar as the candidate is still employed by the client, and after it has informed the candidate in writing.
3. If the contract is terminated early, the client is in any case obliged to pay ProActief: 100% of the costs of that part of the assignment that has been carried out, with a minimum equal to the first and any second payment instalment, plus a surcharge of 30% calculated over the costs of that part of the assignment which has not been carried out.



Article 8 Costs and payment

1. Payment by the client is due no later than fourteen days after the date on the invoice. If the payment term is exceeded, ProActief is entitled to charge interest at the statutory rate.
2. If payment is not made in time, ProActief is authorised to suspend or terminate its activities, in which case the client's payment obligation remains. All payment recovery costs, including costs of legal representation, both in and out of court, are to be entirely borne by the client.

Article 9 Confidentiality

1. ProActief is obliged to treat all personal data of the candidate with strictest confidentiality.
2. ProActief is not authorised to use the information supplied by the client for any other purpose than that for which it was obtained. However, an exception to this is made in the event that ProActief acts for itself in disciplinary, civil or criminal proceedings in which these documents may be relevant.
3. Information may not be provided to third parties without the permission of the candidate.

Article 10 Registration of personal data

1. ProActief is obliged to observe the statutory requirements concerning the registration of personal data as laid down in the Dutch Data Protection Act and to follow the requirements and regulations contained therein.
2. Personal data will be removed from the files as soon as their presence therein is no longer necessary for the purpose for which they were obtained. These data will be removed within two years of the situation indicated in the previous sentence.
3. Removed personal data will be destroyed, unless there is any statutory legislation that requires them to be kept. In this event they will be kept in a separate file with a revised objective for as long as such legislation requires.

Article 11 Liability

1. ProActief is only liable for direct damage resulting from a clearly attributable failure to perform its obligations to a maximum of the financial interest of the contract in question. ProActief excludes all other liability.

Article 12 Copyright

1. ProActief holds sole copyright to all written reports, advisory reports, quotes, career programmes, methods and all other forms of communication by ProActief whether written or not, unless expressly otherwise agreed with ProActief in writing.
2. It is not permitted for the candidate and/or client to use the information mentioned in section 1 for commercial purposes, publication or any other use than that for which it was obtained, without the prior written permission of ProActief.

Article 13 Governing law and disputes

1. The contract between client and ProActief and these General Conditions are subject to Dutch law.
2. Any disputes arising from the contract or these General Conditions will be resolved exclusively by the competent Dutch court in Amsterdam.

Article 14 Final provision

These General Conditions came into effect on 1 May 1998 and were revised on 1 April 2006. They are filed at the Chamber of Commerce in Amsterdam.

