GENERAL TERMS AND CONDITIONS FOR ASSIGNMENT ARC PEOPLE

Article 1. Definitions

1.1 ARC People: ARC People BV is registered with the Chamber of Commerce under number 62518208.
1.2 Client: the natural or legal person with whom ARC People enters into the assignment.
1.3 Assignment: the agreement between the Client and ARC People on the basis of which ARC People performs interim work for the Client.
1.4 Order Confirmation: the document to be sent by ARC People to the Client, through which the Order is concluded. The order confirmation will in any case contain a description of the method to be followed, the fee(s), expenses and the method of payment.
1.5 Fee: The fee owed by the Client to ARC People in relation to the Assignment.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all legal relationships, including every offer and agreement, between ARC People and any third party (Client), who instructs ARC People to perform any work.
2.2 It is expressly agreed that these General Terms and Conditions between ARC People and the Client exclude the applicability of any conditions or stipulations used by the Client, of whatever nature, even if priority is stipulated in those conditions or stipulations. Deviations from these terms and conditions by the parties must be expressly agreed in writing.

Article 3. Quotation

3.1 The quotations made by ARC People are without obligation; they are valid for 30 days, unless otherwise stated in writing. Sending quotations and/or other documentation does not oblige ARC People to accept. Non-acceptance will be communicated to the Client by ARC People as soon as possible.

Article 4. Conclusion

4.1 Orders must be confirmed in writing by the Client. If the Client fails to do so, but nevertheless agrees that ARC People will start executing the assignment, the content of the quotation will be deemed to have been agreed. Further oral agreements and stipulations are only binding on ARC People after they have been confirmed in writing by ARC People.
4.2 The agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing.

Article 5. Execution

5.1 All assignments are deemed to have been exclusively issued to and accepted by ARC People.
5.2 Offers and agreements are based on information provided by the Client to ARC People at the time of the conclusion of the agreement. The Client guarantees that the information that is essential for the design and execution of the Assignment has been provided to ARC People.
5.3 ARC People determines the manner in which and by which person the assigned Assignment is carried out.
5.4 ARC People is authorized - if it wishes or deems this necessary for the correct execution of the Assignment it has been given - to engage other experts in the performance of the Assignment, the costs of which will be passed on to the Client.
5.5 ARC People will exercise due care when engaging parties not belonging to its organization (hereinafter: sub-contractors) and will consult with the Client as much as reasonably possible when selecting these sub-contractors.
5.6 During and/or within one year after termination of the performance of the Assignment, the Client will not conclude any assignment agreements with sub-contractors who have been deployed by ARC People for an assignment at the Client. Any agreements with these subcontractors will be concluded during that year via ARC People.
5.7 If the Client, within one year after termination of the performance of the Assignment, hires personnel deployed by ARC People for an assignment at the Client, the Client will pay the Contractor a fee of € 20,000,- (in words twenty thousand euros) excluding VAT owed.
5.8 ARC People will make every effort to perform the services and activities to be provided to the best of its knowledge and ability and in accordance with the quality requirements, as described in the Assignment, and the requirements of good workmanship. In addition, ARC People will make every effort to carry out the work in accordance with the schedule (see Articles 12 and 13) and within the agreed time.

Article 6. Changes

6.1 If during the execution of the Assignment it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in writing in a timely manner and in mutual consultation, including a new determination of the preconditions under which any additional costs and/or the time of completion of the execution.
6.2 If the Assignment is changed, postponed or withdrawn as a result of changed circumstances at the Client, ARC People is not obliged to provide contributions or services that are not yet ready. He is, however, entitled to payment for the work performed and to compensation for the part of the Assignment that has not been performed, with a minimum of 25% of the remainder of the contract price.

Article 7. Confidentiality

7.1 ARC People is obliged to observe secrecy towards third parties, unless it has a legal or professional obligation to disclose.
7.2 ARC People is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained. An exception is made to this, however, if ARC People acts for itself in disciplinary, civil or criminal proceedings in which these documents may be important.
7.3 Without prior written consent from ARC People, the Client may not disclose any reports, advice or other statements of ARC People that were not prepared with the purpose of informing third parties.
7.4 After completion of the assignment, ARC People shall return or delete all information received and compiled by ARC People, whether in hard copy or digital form, without prejudice to the provisions of Article 7.6 and insofar as this does not conflict with statutory retention obligations or other applicable laws and regulations. As a result, ARC People will no longer be able to provide the Client with substantive information relating to the Assignment after its completion, unless otherwise agreed in writing.
7.5 ARC People will impose its obligations under this article on subcontractors engaged by it.

7.6 Upon the Client's written request, ARC People shall grant access to the data and documents relevant to the Client that relate to the performance of the agreement, to the extent and in the manner permitted under the GDPR and other applicable laws and regulations. ARC People shall provide only information that is necessary and proportionate and may redact, anonymise or pseudonymise (personal) data of third parties. Access shall be provided via a secure method determined by ARC People.
ARC People may refuse a request in whole or in part if disclosure would be contrary to laws or regulations, could harm the rights and freedoms of third parties, or concerns confidential information. Reasonable costs associated with the request may be charged, subject to prior consultation.

Article 8. Intellectual Property

8.1 ARC People reserves all rights with regard to products of the mind that it uses or has used in the context of the execution of the Client's Assignment, insofar as these arise from the law.
8.2 The Client is expressly prohibited from reproducing those products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of ARC People, in the broadest sense of the word , with or without the involvement of third parties. , disclose or exploit.
8.3 ARC People reserves the right to use the knowledge gained through the performance of the Assignment for other purposes, insofar as no confidential information is disclosed to third parties.

Article 9. Fee

9.1 The rates are exclusive of VAT, exclusive of travel and accommodation costs (unless otherwise agreed).
9.2 ARC People has the right to adjust the rates per January first of each year with the CBS index figure for contractual labor costs per hour for the sector of specialized business services.
9.3 ARC People's fee does not depend on the outcome of the Assignment granted.
9.4 If wages and/or prices change after the agreement has been concluded, but before the Assignment has been completed in full, ARC People is entitled to adjust the agreed rate accordingly, unless the Client and ARC People have made other agreements about this.
9.5 The fee of ARC People, if necessary increased by advances and invoices from subcontractors engaged, will be charged per month or charged to the Client so much earlier after completion of the work, unless the Client and ARC People have made other agreements about this. Sales tax is charged separately on all amounts owed by the Client to ARC People.

Article 10. Payment

10.1 Payment by the Client must be made, without deduction, discount or set-off, within thirty days of the invoice date. Payment must be made in euros by means of transfer to a bank account to be designated by ARC People.
10.2 If the Client has not paid within the term referred to under 10.1, ARC People is entitled, after having sent a reminder at least once to the Client to pay, without further notice of default and without prejudice to ARC People's other rights, from the due date, the statutory interest will be charged to the Client. until the date of full satisfaction.
10.3 ARC People is then entitled to discontinue all its activities for the Client with immediate effect, without being able to become liable for damages in any way towards the Client.
10.4 All reasonable judicial and extrajudicial (collection) costs incurred by ARC People as a result of the Client's failure to fulfill its payment obligations, will be borne by the Client.
10.5 If, in the opinion of ARC People, the financial position or payment behavior of the Client gives rise to this, ARC People is entitled to require the Client to immediately provide (additional) security in a form to be determined by ARC People. If the Client fails to provide the required security, ARC People is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and everything that the Client owes ARC People for whatever reason is immediately due and payable.
10.6 In the event of an Assignment given jointly, the clients are jointly and severally liable for payment of the invoice amount, insofar as the work has been performed for the benefit of the joint clients.
10.7 Each invoice or invoice is regarded as a separate claim from ARC People against the Client.
10.8 Payment of an advance invoice or invoice sent by ARC People is always made without any discount or set-off. Disputes, of whatever nature, never entitle the Client to refuse and/or suspend payment of invoices.

Article 11 Complaints

11.1 Complaints regarding a shortcoming in the performance of the work by ARC People must be received in writing by ARC People within 8 days after the Client could reasonably have discovered the shortcoming. Complaints regarding advance invoices or declarations must be received in writing by ARC People within 8 days of the date on which the advance invoice or declaration was sent. Thereafter, no other claim can be made by the Client than in accordance with Articles 14 and 15.
11.2 In the event that personnel from ARC People or a subcontractor with a professional qualification are involved in carrying out the Assignment, the Client has the option to make use of the disciplinary law of the professional organization that manages the professional qualification. These professional organizations include (but are not limited to): NBA, IIA, SVRO, and NOREA.

Article 12. Delivery period

12.1 Terms within which the work must be completed can only be regarded as strict deadlines if this has been expressly agreed.
12.2 Unless execution is unquestionably permanently possible, the agreement cannot be dissolved by the Client due to the term being exceeded, unless ARC People also does not perform the agreement or does not fully execute it within a reasonable term notified to it in writing after the agreed delivery period. Dissolution is then permitted in accordance with Article 265, Book 6 of the Dutch Civil Code.

Article 13. End of the Assignment

13.1 The Assignment is terminated at the moment that the documentation agreed in the Assignment to be delivered and/or the performance of the last work has been approved by the Client or if the agreed upon end date has expired. If this approval is not received by the Client for more than 30 days after delivery of the documentation to be delivered agreed in the Order, this approval is deemed to have been granted. If the final documentation cannot be completed due to the Client's failure to provide comments on the draft within a reasonable period of time, this draft will be regarded as the final final document.

13.2 In the event that the Client goes bankrupt, applies for a moratorium, ceases operations or changes hands, ARC People has the right to terminate the agreement without observing a notice period. Payments for the work already performed as well as the loss of profit due to termination of the Assignment will become immediately due and payable.

Article 14. Liability

14.1 ARC People is liable for shortcomings in the execution of the Assignment, for which these are the result of failure to observe the care, expertise and craftsmanship that may be relied upon in the context of the Assignment. The liability for damage caused by these shortcomings is limited to the amount of the fee that ARC People has received for the performance of the work, with a maximum of the compensation for the last month.

14.2 The Client shall ensure that all data, which ARC People indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to ARC People in a timely manner. If the information required for the execution of the agreement has not been provided to ARC People or has not been provided in time, or if the Client lacks sufficient cooperation, ARC People has the right to suspend the execution of the agreement, to terminate the agreement and /or to charge the additional costs resulting from the delay to the Client in accordance with the usual rates. ARC People will never be obliged to pay compensation due to this suspension or termination.

14.3 ARC People does not guarantee the correctness and completeness of the data provided by the Client to ARC People and does not accept any liability for this, while the Client provides incorrect and/or incomplete data (even if these have been provided completely in good faith). ARC People may give cause to terminate the agreement in whole or in part. ARC People will never be obliged to pay compensation due to this termination.

14.4 The Client acknowledges that the activities of ARC People are of an advisory nature. Based on the nature of ARC People's activities and the subjective assessment aspects, which always play a role, ARC People excludes liability with regard to its activities, other than as a result of gross negligence and intent. ARC People accepts no liability for incorrect and/or incomplete advice that is not expressly the subject of a consultancy assignment.

14.5 The execution of assignments is exclusively for the benefit of the Client. Third parties cannot derive any rights from the performance of the work performed for the Client.

14.6 The burden of proof with regard to any alleged liability of ARC People rests with the Client and the Client accepts this burden of proof.

Article 15. Force majeure

15.1 In the event of force majeure, ARC People will immediately notify the Client. The Client has the right to cancel the Assignment in writing from 30 days after receipt of this notification.

15.2 In the event of force majeure, ARC People is entitled, without judicial intervention, either to suspend the execution of the agreement as long as the circumstance resulting in the force majeure continues, or to dissolve the agreement in whole or in part without being obliged to pay any compensation or penalty. Force majeure also includes illness at ARC People over a period longer than 30 days.

15.3 ARC People is always entitled to demand payment for the work performed in the performance of the agreement in question before the force majeure circumstance has become apparent.

15.4 ARC People is obliged to limit the damage caused to the Client by the force majeure as much as possible.

Article 16. Indemnification

16.1 As a substantive expert, the client is obliged to check the delivered texts and services for inaccuracies and inaccuracies and accepts the resulting liability.

Article 17. Applicable law

17.1 All agreements concluded and/or acts performed between ARC People and the Client are exclusively governed by Dutch law. The Client acknowledges that the characteristic performance of the work performed by ARC People, even when partially performed elsewhere, takes place in the Netherlands; all agreements and/or acts are deemed to have been concluded or performed in the Netherlands.

17.2 All disputes arising from or related to a legal relationship between the parties to which this agreement applies, will in the first instance be exclusively settled by the competent court of the district in which ARC People's head office is located.