

# TERMS AND CONDITIONS RESILIUM

## **General and applicability**

1. Resilium is a partnership under Dutch law that delivers risk management services to businesses. Resilium has been registered at the Dutch Chamber of Commerce under number 83914110.
2. These terms and conditions apply to all (following) agreements that Resilium undertakes and any other commitments that are lawfully created between Resilium and the other party under an agreement. Applicability of other terms and conditions is excluded.

## **Entering/changing an agreement**

3. Resilium is the exclusive contractor. Art. 7:404 BW and 7:407 section 2 BW do not apply.
4. Persons that grant an assignment to Resilium, personally vouch to be authorized representatives.
5. Offers and other communication by Resilium are non-binding and no rights can be gained from precalculations, unless specifically agreed upon in writing.
6. When the scope or content of the agreement changes, Resilium is no longer bound to the agreed upon terms.

## **Content/execution of agreement**

7. The client will provide information requested by Resilium and cooperate. The client vouches the information provided is correct.
8. Resilium can (temporarily) distribute the assignment to persons or contract out execution of the agreement to third parties when deemed necessary by Resilium
9. Resilium can only provide information security when, and only to the extent, it is specifically stated in writing.
10. A transfer of affairs and rights will be suspended until the obligations towards Resilium in relation to an assignment or other source of law have been met.

## **Confidentiality**

11. The client is not allowed to communicate to third parties about methods, techniques or the content of advice or reports made by Resilium, unless necessary in relation to the use or implementation of Resilium products or services.
12. Information that the client knows or can reasonably suspect are confidential in nature, will be treated confidentially.

## **Intellectual property**

13. The intellectual property of all content, rights or information developed in relation to an assignment (including: software, websites, data files, equipment, training-, evaluation- and exam material, analyses, designs, documentation, reports, quotes and all other [preparatory] materials), are exclusively owned by Resilium, its licensing partners or suppliers.
14. Transfer of any intellectual property or a derived right of use, will only take place explicitly and in writing.
15. A transfer as stated in article 14 will not affect the rights or possibilities of Resilium to use or exploit for other purposes any part, concept, idea, design, algorithm, documentation, works, programming language, protocol, standard and such which is based on the intellectual property.
16. A transfer as stated in article 14 will not affect the rights or possibilities of Resilium to develop similar or derived products or services to those that are or have been developed on behalf of the client.

17. Changing or removing designations of Resilium in relation to confidentiality, trademarks, branding or intellectual property requires written approval by Resilium.

### **Financial**

18. The fee is a time-based or financial result based compensation covering all activities performed by persons connected to Resilium in relation to an assignment.
19. Other costs and (sales) tax will be charged on top of the fee. Costs are all expenses made in relation to an assignment that are not covered by the fee.
20. Resilium can charge advances and settle open declarations with every payment received on behalf of the client.
21. In principle, time-based fee and costs will be charged monthly.
22. Advance payments, declarations and/or other (financial) obligations should be met within 30 days, without the possibility of delay or settlement. If this deadline is not met before the expiration date, the legal interest rate is owed as well as an increment for extrajudicial collection fee in the amount of 15% of the principal amount.

### **Risk and liability**

23. The use of advice or consultancy reports supplied by Resilium, is always at the risk of the client.
24. The risk of loss, theft, embezzlement or damage to goods, rights or information (including: user names, codes and passwords) is owned by the client from the moment that these are at the disposal of the client.
25. Except for claims in relation to premeditation or conscious recklessness, the client exempts Resilium and its related persons of any liability claims by third parties in relation to an assignment.
26. Resilium and its related persons are not liable for contracted third parties.
27. Barring premeditation or conscious recklessness, the liability of Resilium and its related persons for direct damage on any legal basis is limited to the fee met and owed until the moment of the damaging fact. If Resilium has any professional liability insurance, liability is limited to the amount it insures.
28. If, and to the extent that, liability relates to an agreement with a duration of more than one year, the liability, with due consideration of article 27, is limited to the fee met and owed in the year directly prior to the moment of the damaging fact.
29. Barring premeditation or conscious recklessness, liability of Resilium and its related persons is ruled out for any indirect damage (including: consequential loss, lost profits, missed savings, reduced goodwill and damage due to business stagnation). If, and to the extent that, this exclusion does not hold up in court, liability is limited with due consideration of article 27
30. Unabated by statements in art. 6:89 BW, any claim against Resilium and its related persons will expire 12 months after the damaging fact became known or reasonably should have been known.

### **Suspension, termination and cancellation**

31. Resilium is entitled to indefinitely cease execution of an assignment if the (financial) obligations are not met, without any liability to Resilium and its related persons.
32. An assignment ends:
  - a. when it has naturally been brought to completion;
  - b. with explicitly written mutual agreement;
  - c. by explicitly written unilateral termination, subject to a notice period of one month.
33. Resilium is entitled to immediately partially or fully dissolve the agreement without a notice of default being required, if the other party -whether or not temporarily-, requested or received a suspension of payment, has filed for or has been granted bankruptcy, is liquidated or otherwise terminated because of a reorganisation, merger or if the controlling interest in the organisation of the client directly or indirectly changes, without any liability to Resilium and its related persons.

34. The client still owes fees related to (preparatory) work done before the moment of legally valid dissolution of the agreement.

### **Training**

35. Registration for a training is binding once confirmed by Resilium.
36. Resilium will determine the content and depth of the training. The client is responsible for the choice and applicability of the training, also taking into consideration the presence or absence of required knowledge and/or skills. Replacing an attendee is possible if agreed upon by Resilium.
37. If the number of registrations for the training is deemed inappropriate, Resilium is allowed to cancel the training, to combine it with any other training or postpone the training to a later date. Resilium may also change the venue of the training, the structure and/or content of the training if necessary.
38. Cancellation must take place in writing, 24 hours before the start of the training. Payment is still required in case of cancellation or failure to attend.
39. A test of any kind is not by definition included in the training.
40. A separate charge may be included for materials used during the conduct of the training such as documentation, course materials or certificates (and possible copies).
41. Resilium may charge primary or additional costs related to the training before the start of the training. Failure of payment before start of the training may result in exclusion from training.

### **Choice of law**

42. In case of any differences (in interpretation) between the Dutch version of these terms and conditions and the text in another language, the Dutch text takes precedence.
43. The legal relationships between Resilium and its clients are subject to Dutch law. All disputes in relation to this agreement will be exclusively settled by the competent court in Utrecht.