

The Dutch version is binding. This English version is a convenience translation for information purposes only.

1 . GENERAL PROVISIONS

1. Definitions: Client : the party who instructs; Contractor : the party that accepts the contract.
2. These general conditions apply to all offers, contracts for the provision of services and to all agreements and negotiations, regardless of whether or not these lead to an agreement with WorldSupport
3. Deviations from these terms and conditions shall apply only if and to the extent in which they were accepted in writing by WorldSupport. In the event of conflicting provisions in these Terms and Conditions and any applicable requirements of the client , these terms and conditions shall prevail.

2 . OFFERS AND CONCLUSION OF AGREEMENTS

1. No rights can be derived from offers or quotations submitted by WorldSupport. A contract is only concluded at the moment when WorldSupport accepts in writing the order that the client places based on such offer or quotation.
2. Each offer is based on the information the client has provided to WorldSupport.
3. A quotation shall expire two months after the day on which the quotation was submitted by WorldSupport to the client.

3 . CONTENTS AND EXECUTION OF THE CONTRACT

1. The content of the contract is formed by the scope of services as described in the offer and in the subsequent order. Any amendments and / or additions to the scope of services can only be agreed to in writing.
2. WorldSupport will deliver the services on a best effort basis. WorldSupport works in accordance with the professional code of the NIP.
3. The contract shall commence after WorldSupport have accepted the order in writing or at the time specified in the order.
4. Based on the information provided by the client , WorldSupport will estimate the duration of the delivery of the services as accurately as possible. This duration will be used in the quotation and order confirmation. If and when during the execution of the services, the estimated duration proves to be insufficient, WorldSupport will notify the client of this. If and insofar as the need to extend the estimated duration of the assignment is not attributable to WorldSupport, the resulting costs will be borne entirely by the client. Extension of the estimated duration of the assignment does not give the client the right to any form of compensation or any other recourse against WorldSupport.
5. The client will readily provide WorldSupport with all information and / or data required, so that the estimated duration of the assignment does not need to be exceeded. The client is responsible for the accuracy and completeness of any information and / or data provided.

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6 . The client will only contract a third-party in the execution of the contract after consultation with WorldSupport.

7 . WorldSupport is allowed to contract third parties in the execution of the contract without consulting the client. In this case, the third party becomes the responsible party.

8 . Unless otherwise agreed, the contract will be completed when WorldSupport will have performed a final report-out to the client and / or has discussed this report-out with the client.

4 EXCLUSIVITY; INTELLECTUAL PROPERTY RIGHTS ; MUTUAL CONFIDENTIALITY

1 . WorldSupport reserves the right to offer its services to any client it chooses and to execute freely all related activities. No client can claim to have exclusivity of the services provided to him or of work performed for him unless this exclusivity is explicitly agreed to in writing.

2 . WorldSupport will hold all intellectual property rights to any outcome resulting from the execution of the work carried out as specified in article 3, regardless of the form of those results. This includes any results that are achieved or developed by WorldSupport in cooperation with the client or resulting from work performed for the client for the execution of the assignment including any developed data, knowledge, experience , models , tools, methods , materials , equipment and /or other aids.

3 . Unless otherwise agreed , the client is allowed to use the results as referred to in Article 4.2 in the conduct of business of their own company or institution. Publication of these results is permitted if and insofar as the use of these results leads to publication and if and insofar as the results are published in their entirety and WorldSupport is quoted as the source.

4 . Parties shall treat all information and / or data for each organization , activities , operations , etc. including the quotation or quotations by WorldSupport issued to the client (s) as strictly confidential and will not disclose to any third party or otherwise disclose , unless this information and / or data was already demonstrably familiar at the time of the first contact between the parties , or information or data referred to in the case can be considered to be public knowledge. This obligation shall remain in place after the termination of the negotiations and / or agreement (s) between the parties.

5 . RATES , PRICES

1 . All rates and prices are expressed Euros (€) excluding VAT.

2 . The tender and the order confirmation are based on the the maximum amount to be charged by WorldSupport. If the order does not change, this amount will not be exceeded unless after approval by the client. The items that constitute the total amount have been estimated as a best effort. WorldSupport will strive to charge as per these estimates but does not guarantee that deviations will not occur. If deviations occur, WorldSupport will charge as per these deviations, however the total invoice will not exceed the maximum amount of the order.

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3 . Unless otherwise agreed, invoicing will take place on a monthly basis proportional to the type and number of activities executed.

4 . Upon absences without notice and upon cancelation with less than 24 hours notice , the full hourly rate, as agreed to the specific transaction, will be charged.

6. PAYMENT

1 . Unless otherwise agreed , the client must pay the invoiced amounts within 30 days after the invoice date.

2 . All payments must be made, without any discount, on the bank account designated by WorldSupport.

3 . In case of expiry of the payment, the client is in default . In that case, all claims WorldSupport on the client , for whatever reason , immediately due and payable. The client is will pay, without further notice, interest at the rate equal to 1 % of the total invoice amount per month on any amounts not paid by the last day of the payment from that date until the date of payment; surmounted by a minimum amount of € 15 administration fee . WorldSupport are also entitled to charge the client with both the extrajudicial collection costs amounting to 1 % of the total amount due per month with a minimum of € 15 and the actual reasonable judicial debt collection fees

4 . If payment of the outstanding claims is not made for more than 4 weeks after the last day of the payment, WorldSupport have the right to suspend the execution of the contract

5 . If an assignment is given to WorldSupport by more than one client, the clients are individually liable for payment of the amounts invoiced by WorldSupport, regardless of the addressees mentioned on the invoice.

7 FORCE MAJEURE.

1 . If one of the parties by force majeure can not meet its obligations to the other party, these obligations will be suspended for the duration of the force majeure .

2 . If the force majeure lasts for more than three months, both parties have the right to terminate the agreement wholly or partly by means of a written notification. In case of force majeure , the other party is not entitled to compensation.

3 . Force majeure on the part of WorldSupport shall also mean: any circumstance not desired by WorldSupport, which wholly or partly prevents WorldSupport from fulfilling its obligations to the client or because of which the fulfillment of its obligation cannot reasonably be required, regardless of whether or not that circumstance was predictable at the time of signature of the contract. This also applies to the failure to timely execute services by third parties subcontracted by WorldSupport for the execution of the assignment.

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4 . Parties shall notify each other of a force majeure as soon as reasonably possible and will include the relevant details of the force majeure.

8 . LIABILITY

1 . WorldSupport is not liable for direct or indirect damage to the client or third parties including but not limited to loss of profits , consequential damages , delay damages , lost profits , disappointed expectations , and (other) non-material damage, unless there is proof of intent or gross negligence on the part of WorldSupport or unless such exclusion of liability is prohibited under Dutch civil law (art. 7:463 BW).

2 . Notwithstanding the above, the liability of WorldSupport towards the client (related or not related to the contract) will be limited to the contracted amount.

3 . Except in cases of intent or gross negligence on the part of WorldSupport, the client shall indemnify WorldSupport or third parties that are contracted by WorldSupport to execute the assignment from all third party claims, for whatever reason , in respect of compensation for damages, costs and interest arising from or in connection with the execution of the contract . In the case of claims by third parties, WorldSupport will be entitled to suspend or cancel the execution of the assignment.

4 . Complaints regarding the services provided by WorldSupport should be reported by the client to WorldSupport within three months after the date of the relevant event. Any liability for damages WorldSupport will lapse if the customer has not claimed their compensation in court within one year after the date of the relevant event.

5. WorldSupport takes the utmost care to select high quality third-party psychologists, by verification of relevant licenses, certificates and/or registrations. In addition to this, WorldSupport organizes regular supervision with these third-party psychologists. However, these psychologists are third party providers. WorldSupport does not have control over the content or result of the counseling by these psychologists, and WorldSupport therefore cannot be held accountable for the content or result of the counseling by these psychologists.

6. WorldSupport underlines the limitations of remote counseling and stresses that it is not appropriate for all psychological issues. This is why WorldSupport uses exclusion criteria, which are assessed for during the intake sessions. Examples of exclusion criteria are (list is not exhaustive): age (client needs to be over 18), (history of) psychoses, (history of) psychiatric issues, recent suicidal intentions. If during the course of the counseling, the psychologist finds that one of these exclusion criteria is met, or if the client needs support that cannot be provided by the psychologist, then the psychologist will make efforts to refer the client to appropriate support, however cannot be held accountable for this.

9 . EARLY TERMINATION

1 . If, in the opinion of one of the parties, the assignment cannot be carried out as agreed, that party is entitled to terminate the agreement prematurely. In that case, a notice period of one month is to be taken into account for contracts with a duration of two months or longer. For contracts with a duration of less than two months, a notice period of two weeks is to be taken into account.

2 . In the event of early termination of the contract , whether made by the client or by WorldSupport, the client will pay WorldSupport the fees for the work executed up to the time of termination, any costs committed to by WorldSupport for the execution of the assignment as well as any costs associated with obligations WorldSupport have entered into with third parties involved in the execution of the contract. Furthermore WorldSupport is entitled to claim compensation for the period from the date of termination until the end of the original agreement of the client, based on the average amount charged to the client by WorldSupport up to that point. The client will compensate WorldSupport for all costs and damages arising from the early termination of a contract, if and to the extent that WorldSupport is not responsible for the premature termination.

3. If the client does not properly or timely fulfill any obligation arising for him from the agreement, WorldSupport is authorized to, without notice or judicial intervention: suspend execution of the contract until payment at ,its sole discretion, has been sufficiently secured; and/or dissolve its agreements with the client retroactively by a single written notice without any obligation to pay damages; without prejudice to its other rights under any contract with the customer whatsoever.

10 . APPLICABLE LAW AND JURISDICTION

Dutch law will apply to these terms and conditions, as well as to any contracts concluded by WorldSupport. All disputes that may arise between WorldSupport and the client will be submitted to the competent court in the District of Amsterdam.