

GITP General Terms and Conditions of Delivery

1. Applicability

1. These general terms and conditions are fully applicable to all services provided by GITP, unless expressly agreed otherwise in writing. GITP will not accept any reference by the Client to its own general terms and conditions, unless GITP has explicitly agreed otherwise in writing.
2. GITP has the right to amend these general terms and conditions. Amendments to the general terms and conditions shall also apply to the existing Agreements. GITP shall notify the Client in a timely manner regarding material amendments to the general terms and conditions and shall publish the amended general terms and conditions on its web site. The amended general terms and conditions shall enter into force as of the date of publication on GITP's website and after notification to the Client in the event of a material amendment.
3. In the event of inconsistencies with the Dutch version of these general terms and conditions, the Dutch version shall prevail.

2. Definitions

The following definitions apply in these general terms and conditions:

1. Agreement: any agreement between GITP and the Client for the provision of a Service in accordance with article 4 of these general terms and conditions.
2. Client: the entity who has given an order to GITP and which entity has entered into an Agreement with GITP.
3. Employees: employees of GITP.
4. Execution Date: date on which the Service is provided by GITP, or if applicable, the Product is delivered, such as the training date, coaching date, meeting date, assessment date and/or the date on which Products are made available to the Client.
5. External Parties: external experts, freelancers or associates, specialists, actors, etc. engaged on behalf of GITP and/or the Client.
6. GITP: GITP B.V. and/or one of the subsidiary companies GITP Ontwikkeling B.V., GITP Training & Opleiding B.V. and PiCompany B.V., also trading under the name of GITP and PiCompany.
7. Material(s): materials made available by GITP for the purposes of the Service, such as tools, instruments, (online) questionnaires, portals, bundles, licenses and e-learning
8. Offer: a proposal made by GITP to the Principal for the provision of a Service for a specific price.
9. Participant: the Client, or the person(s) for whom the Client has concluded the Agreement.
10. Practitioners: Employees and/or External Parties.
11. Product: results of a Service, such as reports.
12. Service: the service provided by GITP under an Agreement for the benefit of the Client.

3. Offers

1. Any Offer made by GITP, in whatever form, shall be free of obligation and shall not be binding until an Agreement has been concluded in respect of that Offer.
2. Offers remain valid for a period of one (1) month or the period up to two (2) weeks before the scheduled execution of the Agreement in the case this period is shorter than one (1) month.
3. Offers from GITP are based on information received from the Client. The Client guarantees that it shall provide accurate and sufficient information to GITP.

4. Conclusion of an Agreement

1. The Agreement for the provision of a Service shall be concluded by:
 - legally valid signing by the Client of the Offer provided by GITP, or

- written confirmation or confirmation by e-mail by GITP of the online registration from the Client, telephone or written order for a Service at a specific price, or
 - written confirmation or confirmation by e-mail by GITP of the Service to be verbally discussed with the Client for a specific price, or
 - GITP's actual execution of the Agreement in good faith by the provision of a Service.
2. Verbal undertakings by and agreements with Employees or External parties shall bind GITP only insofar they have been confirmed by GITP in writing or by e-mail.

5. Confidentiality

To the extent GITP shall be provided with confidential information of the Client within the framework of an Agreement, GITP shall only use that information within the framework of providing Services to the Client. GITP shall maintain confidentiality regarding this confidential information, unless disclosure of this information is necessary for the provision of Services by GITP, if GITP shall be legally or professionally be obliged to disclose this information, if GITP has to defend itself before a (disciplinary) court, if the Client has exempted GITP from the confidentiality obligation or if the confidential information has been obtained from or is available through public sources. Within the framework of the Agreement, GITP shall implement all necessary precautions to protect the confidentiality of the confidential information.

Without the permission of GITP, the Client shall not communicate to third parties not involved in the Agreement any information regarding the approach, procedures, working method, pricing etc. of GITP, interpreted in the broadest sense.

6. Data Protection

Terms such as 'Controller', 'processing', 'Personal Data' and 'Processor' have the equal definition as defined in the European Regulation No. 2016/679 or the General Data Protection Regulation (hereinafter: 'GDPR').

1. Protection of Personal Data by GITP as Controller

Unless article 6.2. of these general terms and conditions shall apply GITP shall, in principle, act as Controller for the processing of Personal Data in the delivery of its Services to the Client on the basis of an Agreement. In their capacity as Controller for their own processing of Personal Data GITP and the Client shall remain independently responsible for the protection of Personal Data and the compliance with all applicable legislation, in particular the GDPR. In this case no data processing agreement shall apply between GITP and the Client.

2. Protection of Personal Data by GITP as Processor

To the extent GITP processes Personal Data on behalf of the Client within the framework of an Agreement as described below under a. and the Client therefore determines the purposes of and the resources for the data processing, the Client shall act as Controller for the processing of Personal Data and GITP shall act as Processor and all other provisions of this article 6.2 shall apply. GITP and the Client shall hereto enter into a separate data processing agreement.

a. Within the framework of executing an Agreement, GITP may process Personal Data from test participants which GITP obtains from the Client or directly from the test participant ('Test Participant Data').

GITP shall process these Test Participant Data in order to be able to invite a test participant to take a test. GITP shall then process the data entered during the tests ('Test Data') in order to generate the requested results ('Results'), for example in the form of a report. The Client shall *only* in this event act as Controller and GITP as Processor with regarding the processing of Personal Data that forms part of Test Participant Data, Test Data and Results.

- b. Within the framework of the execution of an Agreement, GITP shall only process this Personal Data in a manner that - and to the extent this - is necessary for the delivery of the Services arising under an Agreement and in accordance with the instructions of the Client, except when this is necessary in order to comply with a legal obligation imposed on GITP as Processor.
- c. Without prejudice to the existing contractual arrangements between the Parties, GITP shall maintain strict confidentiality with regard to all Personal Data and shall inform the Practitioners and/or approved sub-processors involved in the processing of the Personal Data about the confidential nature of the Personal Data. GITP shall ensure that such persons and parties sign a satisfactory confidentiality agreement. In accordance with article 6.2 paragraph d. of these general terms and conditions GITP and the Client shall maintain strict confidentiality with regard to all information to be provided by GITP as the Processor to the Client as Controller.
- d. Without prejudice to the security standards that GITP and the Client may have agreed elsewhere, GITP shall implement appropriate technical and organizational measures to safeguard and secure the processing of Personal Data. In any event, these measures include:
 - 1. measures that guarantee only authorized persons have access to the Personal Data;
 - 2. measures to protect the Personal Data against unintentional or unlawful destruction, unintentional loss or amendment, unauthorized or unlawful storage, processing, access or disclosure;
 - 3. measures to identify vulnerabilities or weak areas with regard to the processing of Personal Data in the systems used to provide services by GITP to the Client;
 - 4. any additional measures GITP and the Client agree upon.
- e. GITP shall ensure that an appropriate security policy is implemented for the processing of Personal Data. On the written request of the Client, GITP shall provide the Client with a written copy of this policy, demonstrate what measures have been implemented on the basis of this article 6.2 and shall permit the Client as Controller, if this relationship between GITP and the Client is applicable and if there is a genuine need (e.g. as a result of a security incident), to audit and test such measures and GITP shall amend the security policy in accordance with the further written instructions of the Client as Controller.
- f. GITP and the Client acknowledge that security requirements change continuously and that effective security requires frequent evaluations and regular improvements of outdated security measures. GITP shall therefore continuously evaluate and refine, supplement or improve the measures as implemented pursuant to this article in order to permanently meet the requirements of this article 6.2.
- g. In its capacity as Processor GITP shall immediately notify the Client of incidents relating to the processing of the Personal Data and GITP shall at all times assist the Client as Controller and shall follow the instructions of the Client as Controller with regard to such an incident, with the aim to enable the Client as Controller to conduct a proper investigation into the incident, formulate a correct response and to take appropriate follow-up steps in respect of the incident. In its capacity of Controller, the Client shall immediately notify GITP as Processor about the incident in the event that this may have consequences for the Client.
- h. An 'incident' means the following:
 - i. a complaint or (information) request from a natural person regarding the processing of Personal Data by GITP as Processor;
 - ii. an investigation into or attachment by government officials concerning the Personal Data, or a suspicion that such may take place;
 - iii. any unauthorized or unintentional access, processing, deletion, loss or any form of unlawful processing of the Personal Data;

- iv. a breach of security and/or confidentiality, as set forth above, resulting in an unintentional or unlawful destruction, loss, change, unauthorized disclosure of - or access to - the Personal Data, or any indication that such a breach shall occur or has occurred.
- i. Notifications shall be addressed to the Client as Controller.
- j. In its capacity of Processor, GITP - without the prior consent of the Client as Controller - shall not subcontract to a third party the activities that consist (in part) of processing the Personal Data or which require that Personal Data is to be processed. GITP shall ensure that the third party is bound by the obligations imposed on GITP and shall ensure that these are complied with.
- k. The permission of the Client as Controller for subcontracting to a third party does not affect the fact that the Client's permission is required in the event third parties are to be used that are located in a country outside the European Economic Area without an appropriate level of protection.
- l. On the instructions of the Client, the Test Participant Data can be enriched with information provided by the Client or by additional information gathered by GITP. GITP shall process this information and shall link this information to Test Participant Data, Test Data and Results in its capacity of Processor, the Client shall act as Controller. GITP shall only share the Results arising from the above with third parties, including the Client, in aggregated and anonymized form, or, in the event that Personal Data are to be issued to third parties or to the Client, with permission of the Test Participant, which permission is to be obtained by the Client. The provisions of this article 6.2 shall apply correspondingly to such processing.
- m. GITP has the right to use the Test Data and Results for the validation and standardization of tests as well as for benchmarking purposes and statistical analyses. The Client acknowledges this right of GITP and explicitly permits this use of Test Data and Results by GITP. With the explicit permission of the Test Participant GITP gathers information in the form of answers to optional demographic questions that are asked within the testing framework ("Background Information"). GITP is Controller with regard to the processing this Background Information. Any decision by the Test Participant not to answer the optional questions shall neither influence the possibility of the Test Participant to take the test nor shall it influence the Results of the test. GITP shall only share the Results from the above with third parties, including the Client, in aggregated and anonymized form.

7. Intellectual Property Rights

1. GITP is exclusively entitled to all Products (including reports), Materials (including manuals and web portals) and procedures involved in its Service, as well as in respect of all intellectual property rights vested in these Products, Materials and procedures. GITP may also make use of Materials in respect of which the rights are vested by third parties. The Client shall respect and take account of agreements between third parties and GITP with regard to these Materials.
2. GITP's intellectual property rights include, but are not limited to, copyrights (including copyrights on algorithms and/or software), database rights, model rights, trademarks, patent rights, trade name rights, domain name rights, rights to know-how and/or any other form of protection granting the right on inventions, models, designs, company and trade secrets, confidential information or technical information in any form.
3. An Agreement does not involve any transfer of rights, unless explicitly specified otherwise in an Agreement. GITP retains all authorities and powers arising from and related to GITP's intellectual property rights.
4. To the extent applicable GITP grants permission to the Client to use the Products and Materials belonging to GITP within its own organization in accordance with the terms and conditions as provided for in the Agreement and only as far as necessary for the intended purpose of the Service.

5. To the extent that the permission, as set forth in article 7.4, provides for a bundle of multiple user rights in respect of Products and/or Materials, it applies that the agreed numbers of user rights are purchased within the agreed duration of the Agreement. Upon expiration of the duration of the Agreement, the validity of this bundle shall expire and any unused user rights shall be cancelled.
6. The Client guarantees GITP that the use of data provided to GITP by the Client does not violate any legal regulations and statutory provisions and does not breach protected rights of third parties. The Client indemnifies GITP for all direct and indirect consequences of claims from third parties against GITP as a result of non-compliance with this guarantee by or on behalf of the Client.

8. No recruitment of Employees by the Client

During the execution of the Agreement and for a period of one (1) year after termination of the Agreement the Client, except with permission from GITP, may not recruit or employ any of the Employees and may not negotiate employment terms with Employees or make use of services to be provided by Employees in another capacity.

9. Rates and charges

1. The rates relating to the Services and any additional charges are listed in the Agreement. All rates are exclusive of sales tax (VAT).
2. With regard to the rates and the cost estimates based on those rates it states in the Offer whether they include secretarial costs, travel time, travel and accommodation expenses and other costs associated with the Service. To the extent these costs are not included, the Client will be informed by GITP and these costs shall be calculated separately. Rates may change annually. The Client shall be notified by GITP of this change in advance.
3. For the delivery of Services which at the request of the Client take place on Friday evening and Saturday, GITP shall charge a surcharge of 50% and on Sundays this surcharge shall be 100%.

10. Payment term and conditions

1. Payment by the Client shall be made in the manner specified by GITP within thirty (30) days after the invoice date.
2. Depending on the Service to be provided in an Agreement specific payment conditions may be included.
3. After the expiration of the term specified in article 10.1 the Client shall be legally in default and for that reason shall be liable to pay loss due to delay in accordance with article 6:119a of the Dutch Civil Code.
4. In the event of default GITP shall also, without further or prior notice and/or notice of default, be entitled to suspend all still to be performed Services and to take recovery measures. The Client is liable for all (extrajudicial) costs incurred by GITP in order to obtain payment of the invoice.
5. Without explicit written permission of GITP, the Client is not permitted to offset any payment obligation towards GITP for whatever reason against a claim the Client may have against GITP. Furthermore, the Client is not permitted to suspend its payment obligation.

11. Execution of the Agreement

1. In order to ensure the proper execution of the Agreement the Client shall, in a timely manner, provide GITP with all information GITP needs.
2. If requested by GITP the Client shall provide at his location, free of charge, all resources required for the execution of the Agreement and the delivery of the Services by GITP.
3. The execution of the Agreement by GITP has the character of a 'best effort obligation'. GITP shall strive to achieve the required results, GITP cannot guarantee these results.
4. Unless the Client has explicitly objected to this in advance, GITP has the right to involve or engage third parties for the delivery of the Service.

5. GITP shall make all reasonable efforts to deliver the Service in compliance with the rules of conduct and specific conditions as set out in this article. These rules of conduct can be requested from GITP. If the Agreement is to be performed by a psychologist registered with the NIP, the NIP Professional Code of Conduct shall (also) apply.
6. Open training and courses
 - a. The NRTO Professional and Business Code of Conduct is applicable.
 - b. GITP shall organize, at the sole expense and risk of the Client, the venue and the meeting arrangements which may or may not include dinners and/or overnight accommodation.
7. In-company and customized training and courses
 - a. The NRTO Professional and Business Code of Conduct is applicable.
 - b. The Client shall organize, also for Employees and/or Externals of GITP who execute the Agreement and at its own and sole expense and risk, the venue and the meeting arrangements which may or may not include dinners and/or overnight accommodation.
8. Consulting, guidance, coaching
 - a. At group/organization level: the ROA general rules of conduct are applicable on the understanding that GITP is not a member of the ROA.
 - b. The duration of the Agreement can be influenced by all kinds of factors, such as the quality of the information that GITP is provided with and/or the co-operation provided by the Client and/or its participant(s). GITP can therefore not be held to be bound to the estimated duration and/or Service delivery time.
9. Recruitment & selection
 - a. Lists of candidates shall be prepared using best efforts. With respect to this GITP is entitled to assume that the information provided by candidates about themselves or is obtained about them from referees, is appropriate and correct. The Client is responsible for the final and ultimate choice of a candidate.
 - b. The Client shall be liable for the full fee for each first candidate appointed by the Client within the framework of the media recruitment, file or direct search instruction, including when it concerns a different position than specified in the original instruction.
 - c. If the Client decides to employ several of the candidates proposed by GITP within the framework of a media recruitment, file or direct search instruction GITP shall charge the Client additional fees, each amounting to 50% of the applicable fee for the instruction.
 - d. As long as GITP is instructed, any person who applies for the relevant position or with whom there is an alternative form of with regard to a position, shall be deemed by the Client to have been a candidate put forward by GITP, which also applies specifically to all contacts in this respect and that exist or arise with the Client without the intervention of GITP.
 - e. In the event the Client decides to employ one or more persons introduced by GITP, who are not appointed in the direct relation to the relevant instructions then the Client is, regardless of the nature of the position, obliged to notify GITP in writing or by e-mail if this employment takes place within two (2) years after the conclusion of the Agreement in respect of the relevant instruction. In that event the Client shall be liable toward GITP for the full relevant agreed fee.
10. Interim Management
 - a. The RIM Code of Conduct is applicable.
 - b. Lists of candidates shall be prepared using best efforts. With respect to this GITP is entitled to assume that the information provided by candidates about themselves or is obtained about them from referees, is appropriate and correct. The Client is responsible for the final and ultimate choice of a candidate.
 - c.
11. Assessment
 - a. The NIP Professional Code is applicable.

- b. GITP shall ensure the timely and written provision of information and invitation to the Participant(s).
- c. GITP is responsible for the timely (no later than five (5) working days after completion of the assessment) and full availability of the report.

12. Amendment and cancellation of the Agreement

1. If interim changes to the Service arise due to actions of the Client GITP shall make the necessary amendments to the Agreement. If the extension, amendment and/or change results in (additional) costs, GITP shall be entitled to charge these costs to the Client in which case the Client shall be obliged to reimburse these costs to GITP.
2. GITP may change the Practitioners in the event GITP is of the opinion that this change is necessary for the delivery of the Service. The change may not reduce the quality of the Service delivery or negative impact on the continuity of the Service. In consultation with GITP a change of the Practitioners can also be undertaken on request of the Client.
3. In the event of illness or other unusual circumstances relating to the Practitioners GITP can relocate or cancel the delivery of the Service subject to payment for the venue costs if and to the extent the Client owes them and, in the event of cancellation, also subject to crediting of the agreed price.
4. GITP may terminate or cancel the Agreement prematurely in the event GITP is of the opinion that the Service can no longer be delivered in accordance with the Agreement and any subsequent additional specifications. GITP shall notify the Client promptly of this interim termination or cancellation, motivated and in writing.
5. In addition to the general amendment and cancellation clauses, as stipulated in articles 12.1 to 12.5 inclusive, the specific amendment and cancellation clauses as stipulated in articles 12.6 to 12.10 shall also apply.
6. Open training and courses
 - a. GITP is entitled to:
 - i. implement an interim amendment into the program due to requirements specified by third parties or for other qualitative reasons;
 - ii. change the venue and/or Execution Date;
 - iii. change the delivery of the Service or to cancel the delivery of the Service up to a maximum of two (2) weeks prior to the commencement of the training in the event of insufficient registration;
 - iv. reduce or increase the group size.
 - b. The Client is entitled to:
 - i. send a suitable replacement in the event that the original Participant is unable to attend. In the event that a Participant fails to attend on the first day of the training or in the event of early termination of the participation, the full course price as well as full arrangement costs shall be charged by GITP. There is no opportunity to catch up on missed meetings.
 - ii. change the venue and/or Execution Date. This can be done without charge up to four (4) weeks prior to the Execution Date. In the event of changes within four (4) to two (2) weeks prior to the Execution Date, the Client shall owe 25% of the course price and arrangement costs and within two (2) weeks prior to the Execution Date 50% of the course price and arrangement costs. The new venue and/or Execution Date shall be determined jointly with GITP.
 - iii. cancel the Agreement in writing. This may be done without charge up to four (4) weeks prior to the Execution Date. In the event of cancellation within four (4) weeks prior to the Execution Date, GITP shall charge 100% of the course price and arrangement costs.
7. In-company and customized training and courses
 - a. The Client is entitled to:
 - i. change the venue and/or Execution Date. This can be done without charge up to four (4) weeks before the Execution Date.

In the event of changes within four (4) to two (2) weeks prior to the Execution Date, the Client shall owe 25% of the course price and 50% of the course price within two (2) weeks prior to the Execution Date. The new venue and/or Execution Date shall be determined jointly with GITP.

- ii. terminate the delivery of Service early. In this event the Client shall still owe the full course price.
- iii. cancel the Agreement in writing. This may be done without charge up to four (4) weeks prior to the first Execution Date. In the event of cancellation within four (4) weeks prior to the first Execution Date, GITP shall charge 100% of the course price to the Client. In the event GITP has provided the venue and meeting arrangements on behalf of the Client, the change and/or cancellation costs shall also be charged by GITP in full to the Client.

8. Consulting, guidance, coaching, review

a. The Client is entitled to:

- i. change the review(s) in writing. This can be done without charge up to five (5) working days prior to the review. In the event of a change within five (5) working days prior to the review, the Client shall owe 50% of the agreed price and 100% in the event the cancellation is on the actual day of the review. The new date shall be set jointly with GITP.
- ii. terminate the provision of the Service early. In this event the Client shall owe the full agreed price.
- iii. to cancel the Agreement in writing. This may be done without charge up to four (4) weeks prior to the Execution Date. In the event of cancellation within four (4) weeks prior to the Execution Date, GITP shall charge 100% of the agreed price to the Client. In the event GITP has provided the venue and meeting arrangements on behalf of the Client, the change and/or cancellation costs shall also be charged by GITP in full to the Client.

b. In the event of multiple assessments (one project) the Client is entitled to:

- i. change the start date of the project in writing. This may be done without charge up to four (4) weeks prior to the start of the project. In the event the starting date is changed within four (4) to two (2) weeks prior to the commencement of the project, the Client owes 25% of the agreed price and 50% of the agreed price within two (2) weeks prior to the commencement of the project. The start date of the project shall be determined jointly with GITP.
- ii. cancel the Agreement in writing. This may be done without charge up to four (4) weeks prior to the start of the project. In the event of cancellation within four (4) weeks prior to the commencement of the project, 100% of the agreed price shall be charged by GITP to the Client.

c. Cancellation of made available Products and Materials is not possible.

9. Recruitment & Selection

a. The Client is entitled to:

- i. terminate the provision of the Service early. In that event the Client shall pay the installment for the current phase at that time.
- ii. cancel the Agreement in writing. This may be done without charge up to four (4) weeks prior to the start of the first phase. In the event of cancellation within four (4) weeks prior to the first phase, 100% of the agreed price will be charged by GITP to the Client.

10. Assessment

- a. In the event of a one-off assessment the Client is entitled:
to change the date of the assessment in writing or cancel the Agreement in writing. This may be done without charge up to five (5) working days prior to the assessment. In the event of changes within five (5) working days prior to the assessment, the Client owes 50% of the agreed price and 100% in the event the cancellation is on the actual day of the assessment. The new date of the assessment shall be determined jointly with GITP.

11. Products and Materials

- a. Cancellation of made available Products and Materials is not possible.

13. Force majeure

In these general terms and conditions force majeure means any circumstance and/or situation beyond the control of GITP, even if such circumstance and/or situation was already foreseeable at the time of the conclusion of the Agreement, that permanently or temporarily prevents compliance with the Agreement, as well as, to the extent not already included, (the threat of) war, civil war, riot, work strike, fire, computer failure suffered by GITP, long-term illness of Practitioners and other serious interruptions suffered by the Client or its suppliers.

14. Suspension and termination

1. In the event GITP is unable to execute the Agreement due to force majeure, GITP shall contact the Client and GITP shall be entitled, without legal intervention:
 - a. to suspend the execution of the Agreement for as long as the circumstance and/or situation resulting in force majeure and the consequences of that force majeure continue; or
 - b. terminate the Agreement in full or in part without GITP being liable to pay any compensation.
2. During the suspension as referred to in article 14.1 GITP is authorized and entitled, and at the end of the suspension period GITP is obliged, to choose either to execute or to terminate the Agreement in full or in part.
3. In the event the Client fails to meet, does not properly meet or is late in meeting any obligation arising on the Client under any Agreement with GITP or under any associated agreement, or if GITP has good grounds for fearing that the Client is unable or will be unable to meet its contractual obligations towards GITP, as well as in the event of bankruptcy, suspension of payments, shut down, liquidation or partial transfer - whether or not as security - of the business of the Client, including the transfer of a significant share of its receivables, GITP shall, without notice of default and without the need for legal intervention, be entitled to:
 - a. suspend the execution of the Agreement or any related agreement for a maximum period of six (6) months; or
 - b. terminate this Agreement or any related agreement in full or in part. In that event GITP is not obliged to pay any compensation or to honour any guarantee without prejudice to GITP's further rights.
4. During the suspension period, as referred to in article 14.3, GITP is authorized and entitled, and at the end of the suspension period GITP is obliged, to choose for execution or for full or partial termination of the suspended Agreement(s).
5. In the event of suspension by virtue of article 14.3, the Client shall forfeit a penalty of 50% of the agreed price which - to be calculated from the moment of the actual termination of the delivery of the Service(s) - would have been due as in the event of a regular continuation of the Agreement. This penalty is due and payable immediately.

15. Complaints

Complaints relating to the delivered and/or provided Services shall be submitted by the Client to GITP in writing within thirty (30) working days after delivery. Failing to do so shall be deemed to be acceptance and approval of the Service delivered and provided by GITP.

16. Disciplinary law

Depending on the Service provided by GITP, professional rules of conduct may apply which are promoted by the relevant professional organization. As a result of investigating complaints and if breaches are found, disciplinary measures can be taken against GITP.

17. Liability

1. Except in the event of an intentional act or gross negligence, GITP accepts no liability for losses resulting from the provided Services and/or the use by the Client of the provided Services or due to their unsuitability for the purpose for which the Client has purchased the delivered Services. GITP is not liable for wrongful acts of External Parties.
2. In the event the Client makes use of a 'non personal account' when creating an account on an online platform of GITP, GITP shall not be liable or responsible for (a) an incorrect identification of employees of the Client, (b) a possible breach of privacy of employees of the Client as a result of knowledge by unauthorized employees of the Client, (c) breaches of information security and information security procedures of the Client and/or (d) all damage resulting from or related to the use of a 'non personal account' by the Client. The Client shall indemnify and hold harmless GITP for any claim from third parties including, but not limited to, employees of the Client in connection with the use of a 'non personal account' by the Client.
3. In any event the liability of GITP shall be limited to the amount(s) of the price charged for that Service or that total amount of the Service which is provided, only to the extent the amount is covered by GITP's liability insurance. With respect to Agreements with a duration exceeding six (6) months, a further limitation of liability shall apply limit up to a maximum of the invoice amount of the last six (6) months.

18. Disputes and applicable law

These general terms and conditions and the Agreements are exclusively governed by Dutch law. Any dispute or claim arising out of and in connection with these general terms and conditions, the Agreements or their subject matter or information or as a result of legal actions to which these general terms and conditions apply shall, after GITP and the Client initially have made an best effort to resolve the dispute that has arisen by means of an amicable settlement, be settled by the competent court in Utrecht.