

General Terms and Conditions of YourConnector,

having its registered office in Amsterdam, the Netherlands

STANDARD PROVISIONS

Article 1 DEFINITIONS

1. **General Terms and Conditions:** these general terms and conditions.
2. **YourConnector:** the private company with limited liability YourConnector, known under the Ch. of Comm. number 64695832, as well as any third parties that it engages for the benefit of the Agreement. The business of YourConnector is conducted by Ms N. Solleveld and Ms A. Haenen.
3. **Client:** the natural person or legal entity who concludes or wishes to conclude an Agreement with YourConnector, as well as their representatives, authorised representatives, successors in title and heirs.
4. **Parties:** YourConnector and the Client jointly.
5. **Talent:** YourConnector introduces a natural person in their capacity as Talent to one of YourConnector's Clients.
6. **Employee:** an employee employed by YourConnector, or a third party who performs work on the instructions of YourConnector.
7. **Temporary Worker:** the natural person or legal entity that YourConnector presents to the Client with the objective of performing Services on the basis of an Agreement, more specifically an agreement for services or a secondment agreement.
8. **Quotation/offer:** any oral or written offer made by YourConnector to enter into an Agreement with the Client.
9. **Agreement:** any Agreement or assignment concluded between the Parties, either orally or in writing, by which YourConnector has undertaken towards the Client to perform work in the area of employer branding, talent acquisition and talent management, and in the broadest sense.
10. **Services:** all work that has been commissioned or that results from or is directly connected with the Agreement, all in the broadest sense.
11. **Partnership:** a special Agreement between the Client and YourConnector, under which an employee performs Services for the Client on the instructions of YourConnector.
12. **Appointment:** special Agreement between the Talent and the Client in respect of the performance of Services for the Client. Appointment will be understood to include but not be limited to entering into an employment contract, hiring a Talent via or through third parties, hiring the Talent as a self-employed person or otherwise setting the Talent to work at, for or via the Client.
13. **Introduction:** YourConnector's presentation or provision of information on a Talent to the Client with whom the Client is or is not familiar.
14. **Gross Annual Salary:** twelve times the gross monthly salary plus, if applicable, holiday allowance, 13th month's salary, gratuities, commissions, bonuses and similar payments.

Article 2 APPLICABILITY

1. These General Terms and Conditions apply to all Quotations, Agreements and other legal acts and acts relating to the Services that YourConnector provides to the Client, and furthermore to all work arising from and/or connected with this.
2. These General Terms and Conditions also apply to Agreements with the Client for the performance of which YourConnector will engage third parties.
3. The provisions of the previous paragraph also apply to (further or additional) Agreements between the Parties for which the applicability of these General Terms and Conditions has not been relied on (explicitly) in more detail.
4. The applicability of other general terms and conditions and/or stipulations of the Client is excluded, except to the extent that YourConnector has explicitly accepted such general terms and conditions and/or stipulations in writing.
5. If there is any lack of clarity as to the interpretation of one or more provisions of these General Terms and Conditions, it/they must be interpreted 'in the spirit' of these provisions.
6. If one or more of the provisions of these General Terms and Conditions is null and void or is voided, the other provisions will remain fully in effect. YourConnector will replace the void or voided provision, taking into account as much as possible the aim and purpose of the void or voided provision.
7. Deviations from and/or additions to these General Terms and Conditions will only apply if they have been agreed between the Parties in writing.

Article 3 QUOTATIONS

1. Unless explicitly stated otherwise in writing, all Quotations and offers of YourConnector are without obligation.
2. If a period is not included in the Quotation, the Quotation will be valid for 60 days.
3. The Quotation will include a complete and accurate description of the offered Services. The description will be sufficiently detailed in order to enable the Client to properly assess the offer.

4. Quotations will be based on the information provided by the Client to YourConnector up to the date of the Quotation. The Client guarantees that all essential information has been provided to YourConnector before the execution of the Agreement. YourConnector will not be responsible or liable for incorrect and incomplete information provided by the Client and the use thereof.
5. Quotations will not automatically apply to any future Agreements.
6. YourConnector reserves the right to refuse assignments.

Article 4 FORMATION OF THE AGREEMENT

1. An Agreement will only be formed at the time that YourConnector has received and accepted the Agreement signed for approval by the Client or – in the absence of such confirmation of the assignment – at the time that YourConnector has started with the performance of the Agreement.
2. The Client will be obliged to check the Quotation or confirmation of the assignment for correctness and completeness. If what is stated in the Quotation or confirmation of the assignment of YourConnector in the Client's opinion differs from what has been agreed, the Client must respond in writing within five days of receipt of the confirmation of the assignment, in the absence of which the confirmation of the assignment will be regarded as correct and binding.
3. The Quotation or confirmation of the assignment signed by the Parties will take the place of and replace all previous proposals, correspondence, arrangements and/or other communication, either orally or in writing.
4. A combined Quotation will not oblige YourConnector to carry out part of the Agreement for a corresponding proportion of the quoted price.
5. If acceptance by the Client derogates – on minor points – from the offer included in the Quotation, YourConnector will not be bound by it. In that case, the Agreement will not be formed in accordance with such derogating acceptance, unless specified otherwise by YourConnector.

Article 5 AMENDMENT TO THE AGREEMENT

1. If during performance of the Agreement it becomes apparent that it is advisable and/or required for a proper performance to change or supplement the work to be performed, the Parties will amend the Agreement accordingly in good time and in joint consultation.
2. If the Parties agree that the Agreement is to be amended or supplemented, this may affect the time of completion of the performance of the Agreement. The Client acknowledges and accepts that adjustment of the Agreement (such as a change of scope, working method or approach) may influence the agreed schedule.
3. If adjustment of the Agreement is the result of requests from and/or acts of the Client and/or other circumstances attributable to the Client, YourConnector may charge any resulting additional work to the Client on the basis of its customary rates as an additional or separate Agreement.
4. Subject to YourConnector's explicit consent and the provisions included in Article 13 of these General Terms and Conditions, the Client will not be entitled to cancel or terminate the Agreement. The Client must submit a request for cancellation or termination in writing. YourConnector will not withhold its permission on unreasonable grounds, provided that the Client reasonably guarantees a compensation of lost earnings.

Article 6 MANNER OF PERFORMANCE

1. YourConnector does its utmost to carry out its work to the best of its knowledge, expertise and ability, and in doing so will exercise due care, which can and may be expected of a professional services provider. YourConnector has an obligation to use best endeavours in respect of its Clients regarding the agreed work.
2. YourConnector will be entitled to determine the manner in which the Agreement is performed. In doing so, YourConnector will as much as possible observe the legitimate interests of the Client and the directions given by the Client in all reasonableness and in good time concerning the Agreement. YourConnector will inform the Client as soon as possible in case of intended changes in the performance of the Agreement.
3. The Client will be obliged to cooperate fully in the performance of the Agreement and to provide YourConnector with insight into all information that YourConnector requires for a proper performance of the Agreement. The Client guarantees the correctness and completeness of the information made available to YourConnector. This also applies if this information originates from third parties. YourConnector will not in any event be liable for damage or loss caused by incorrect or incomplete information.
4. If any information required for the performance of the Agreement has not been provided to YourConnector in good time, YourConnector will be entitled to suspend performance of the Agreement and/or to charge the additional costs ensuing from the delay to the Client at its usual rates.
5. If required, the Parties will regularly consult during the performance of the Agreement on the state of affairs and the manner in which the Agreement is performed.
6. If and to the extent that, in YourConnector's opinion, such is important for a proper performance of the Agreement, YourConnector will have the right to have certain work performed by third parties that YourConnector engages. The applicability of Sections 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is explicitly excluded.

7. The Client will ensure that a workspace and working facilities with suitable amenities are made available for the performance of the Agreement if requested.
8. If, in the context of the Agreement, employees and/or third parties engaged by YourConnector or the Client perform work at the Client's site and/or at another site designated by the Client, the Client will arrange the reasonable facilities as required by the employees and/or third parties engaged by YourConnector and/or the Client free of charge.
9. The period within which the Agreement must be performed will be determined by the Parties in consultation.
10. If a period has been agreed, this will never be a strict deadline.
11. If it has been agreed that the Agreement will be performed in phases, YourConnector may suspend performance of the parts as pertain to a subsequent phase until the time that the Client has approved the results of the preceding phase in writing.
12. YourConnector will keep a working file with respect to the Agreement that includes photocopies of documents, and this file will be the property of YourConnector.
13. Derogations in the (end) result compared to what has been agreed between the Parties will not constitute a reason for rejection and/or discount and/or compensation and/or termination of the Agreement if these derogations, taking all circumstances into account, are reasonably of minor importance.

Article 7 FEE AND COSTS

1. Unless stated otherwise, all prices and rates are exclusive of VAT and other government levies that are imposed.
2. Prices are based on the circumstances that applied to YourConnector at the time of concluding the Agreement, such as exchange rates, purchase prices, excise duties, levies, and taxes levied directly or indirectly with respect to YourConnector or that third parties charge to YourConnector. If these circumstances should change after conclusion of the Agreement but before performance of the work, YourConnector will have the right to charge on any ensuing costs to the Client.
3. YourConnector will be entitled to a fee for the performance of the Agreement. This fee may consist of an hourly rate, a consultancy fee, a fixed sum, whether or not related to the project sum, or any other payment to be agreed between the Parties.
4. In addition to the agreed fee, costs incurred by YourConnector for the performance of the Agreement, such as administrative overheads, including copying costs, postage charges and telephone expenses, and travel and accommodation expenses, will also qualify for reimbursement. If and to the extent possible, these costs will be specified in advance.
5. If performance of the Agreement requires YourConnector to incur travel expenses, or accommodation expenses at premises that do not belong to the Client or that have not been rented by the Client, these expenses will be payable in full by the Client, and the Client must pay these costs directly to the relevant creditor. Before these expenses are incurred, YourConnector will provide the Client with insight into the amount of the relevant expenses.
6. The costs of third parties that YourConnector must incur for the benefit of the Agreement will be charged on to the Client.
7. In the event of an Agreement under which the Client must make periodic payments, YourConnector will be entitled to amend the applicable prices and rates subject to at least three months' written notice.
8. If the Client does not agree to any adjustment of prices as referred to in the previous paragraph that YourConnector communicates, the Client will be entitled to terminate the Agreement in writing within seven days of the stated notice, taking effect on the date included in the notice on which the adjustment of the price or rate was to take effect. In that case, however, the Client will be obliged to pay a reasonable fee for the costs incurred or the performance already delivered.
9. If, as a result of failure to provide complete, proper and clear data or failure to do so in good time and/or as a result of an amended or incorrect Agreement or external circumstances, YourConnector will be forced to perform more and/or other work, this work will be charged separately on the basis of the usual rates applied by YourConnector. YourConnector will inform the Client about this in advance, unless such is not possible owing to circumstances or if the nature of the work does not permit postponement.
10. If the performance of the Agreement is delayed or interrupted by circumstances for which YourConnector cannot be blamed, the Client will be obliged to pay for any costs involved. YourConnector will try to limit these costs as much as possible.
11. If requested, the Client will be obliged to provide YourConnector with an advance payment, for example for Services to be provided by YourConnector or items to be purchased by YourConnector that are necessary for the performance of the Agreement, any rent and overhead costs for locations.

Article 8 INVOICING AND PAYMENT

1. YourConnector will be entitled to perform the Agreement in various phases and to separately invoice the part that has been performed.

2. YourConnector will take care of invoicing in good time. In consultation with the Client, YourConnector may charge the agreed fee and costs as advance payment, in the interim or periodically.
3. The Client must pay YourConnector's invoices within 30 days of the invoice date. Derogations from the payment terms are only possible if this has been agreed in writing between the Parties. Payment must be made without any deduction, discount or setoff into the bank account specified by YourConnector. This term of payment is a strict deadline. If the Client does not pay the amount of the invoice owed within the established term, the Client will be in default without a notice of default being required to that end. In that case, the Client will owe the relevant statutory interest from the time that the Client is in default until the date of payment of the full sum, in which respect part of a month will be regarded as a full month.
4. If the Client continues to fail to pay the debt, YourConnector may refer the debt for collection, in which case all costs incurred to obtain an out-of-court settlement will be payable by the Client. These extrajudicial collection costs will be set at 15% of the principal sum, such without prejudice to YourConnector's right to charge to the Client any costs actually incurred. Extrajudicial collection costs for consumers and parties considered equivalent to consumers will be set at the permitted maximum according to the laws and regulations that apply at the time. Any court costs and enforcement costs incurred will also be recovered from the Client. The Client will also owe interest on the collection costs due.
5. If payment is not made for more than one month, YourConnector may suspend performance of the Agreement until payment has been made.
6. Before fulfilling its obligations, YourConnector will have the right to require full payment and/or sufficient security for fulfilment by the Client if, in the opinion of YourConnector, it is plausible that the Client will not or will not be able to fulfil their obligations in good time or in full, or if such course of action is desirable according to YourConnector.
7. In case of an assignment given jointly, the Clients will be jointly and severally liable for payment of the full invoice amount.
8. In the event of winding-up or cessation, liquidation, bankruptcy, attachment or suspension of payments of the Client, or if the Client otherwise loses the power to dispose of their assets, any claims of YourConnector against the Client will be immediately due and payable.
9. Payments made by the Client will first be used to pay all outstanding interest and costs, and subsequently to pay the amounts that have been outstanding for the longest period of time.

Article 9 COMPLAINTS

1. The Client or third parties must report any complaints about the Services, the amount of the invoice or general complaints (including but not limited to respecting the applicable laws and regulations concerning the privacy of personal data) to YourConnector in writing within four weeks of establishing the complaint or the invoice date respectively, or no later than two weeks after completion of the Services.
2. The complaint must contain as detailed a description of the shortcoming as possible, so as to enable YourConnector to respond adequately. If the Client does not respond within the period stated in the first paragraph of this article, the right to submit a complaint will lapse, unless laws and regulations oppose this.
3. YourConnector will review the complaint within four weeks of receipt of the complaint. YourConnector's opinion on the complaint will be communicated to the Client supported by reasons and in writing.
4. If a complaint is well-founded, YourConnector will perform the Services as yet in the agreed manner, or will remedy the complaint. If as yet performing the agreed Services is no longer possible or useful, YourConnector will only be liable within the limits of Article 10 of these General Terms and Conditions.
5. Complaints will not suspend the Client's payment obligations.

Article 10 LIABILITY

1. If YourConnector should be liable, this liability will be limited to the terms of this provision.
2. YourConnector will only be liable for direct damage or loss suffered by the Client, which is the direct result of an attributable failure to perform the Agreement, to the extent that the damage or loss could have been avoided in case of regular professional knowledge and experience, and upon observing regular attention and professional conduct.
3. Direct damage or loss is exclusively understood to mean:
 - a. the reasonable costs incurred in order to determine the cause and the extent of the damage or loss, in so far as the determination relates to direct damage or loss within the meaning of these General Terms and Conditions;
 - b. the reasonable costs incurred in order to have the defective performance of YourConnector conform to the Agreement, unless they cannot be allocated to YourConnector. However, this damage or loss will not be compensated if the Client has terminated the Agreement;

- c. the reasonable costs incurred in order to prevent or limit the damage or loss, in so far as the Client proves that these costs have led to a limitation of direct damage or loss within the meaning of these General Terms and Conditions.
4. YourConnector will never be liable for:
 - a. damage or loss, of any nature whatsoever, arisen because YourConnector has based itself on incorrect and/or incomplete data or information provided by or on behalf of the Client, or damage or loss that is otherwise the result of acts and/or omissions of the Client;
 - b. damage or loss arisen at the Client or third parties that is the result of the acts and/or omissions of third parties engaged by YourConnector (not including the employees of YourConnector), also if they are employed at an organisation that is affiliated with YourConnector;
 - c. indirect damage or loss, trading loss, consequential damage or loss, lost profit, lost savings, loss or corruption of data and/or loss due to business interruption that has arisen at the Client or third parties.
5. Any liability on the part of YourConnector will in all cases be limited to the amount paid out in a particular case under the liability insurance taken out by YourConnector.
6. If and to the extent that, for any reason whatsoever, payment is not made under the insurance policy referred to in the previous paragraph, any liability will be limited to the amount that YourConnector has received from the Client in the context of the Agreement. If the Agreement continues for more than three months, the liability referred to above will be limited to an amount equivalent to the total amount that YourConnector received from the Client in the context of the Agreement during the last six months before the occurrence of the damage or loss, subject to a maximum of €5,000.00 (in words: five thousand euros) per event per year.
7. The amount for which YourConnector will be liable in a particular case will be reduced by any amounts covered by the Client's insurance.
8. The limitations of liability included in this article will not apply if the damage or loss is the result of an intentional act or gross negligence on the part of YourConnector.
9. All situations of force majeure on the part of YourConnector will release YourConnector from any obligation to fulfil the Agreement as long as the impediment in question continues to exist. In such cases, a claim for compensation will be excluded.
10. An obligation to use best endeavours applies to every Agreement that YourConnector enters into. YourConnector may never be held liable for results that are not obtained.

**Article 11 NON-ATTRIBUTABLE FAILURE
(FORCE MAJEURE)**

1. All situations of force majeure on the part of YourConnector will release YourConnector from any obligation to fulfil the Agreement as long as the impediment in question continues to exist. In such cases, a claim for compensation will be excluded. In these General Terms and Conditions and in addition to what is contained in this respect in the law and case law, force majeure is understood to mean all foreseen and unforeseen external factors upon which YourConnector cannot exert any influence and which make YourConnector unable to fulfil its obligations.
2. If YourConnector is prevented from fulfilling the Agreement due to a non-attributable failure, YourConnector will be entitled to suspend performance of the Agreement or to terminate the Agreement. For that reason, the Client cannot lay claim to compensation of costs, damage or loss, including consequential damage or loss, and/or interest.
3. The following will be regarded as a non-attributable failure, among other things: war, danger of war, mobilisation, riot, state of siege, work strike or lockout, fire, poor weather conditions, accidents and illness of Employees, operational breakdown, stagnation in transport, import/export restrictions or other government restrictions, as well as any obstructive circumstance that does not exclusively depend on the will of YourConnector, such as the late delivery of items or the late performance of services by third parties engaged by YourConnector.
4. If the performance of the Agreement also depends on third parties engaged by the Client, and if these third parties do not fulfil their obligations and as a result the Agreement cannot be performed, cannot be performed in good time or without considerable additional effort and/or costs, YourConnector will be entitled to terminate the Agreement wholly or partially by means of a written notice if continuation of the performance of the Agreement can no longer be reasonably required of YourConnector. For that reason, the Client cannot lay claim to compensation of costs, damage or loss, including consequential damage or loss, and/or interest.
5. If one of the Parties cannot fulfil their obligations or expects to be unable to fulfil their obligations, either as a result of force majeure or as a result of other circumstances, this party will be obliged to immediately notify the other party of this in writing.
6. If at the time of occurrence of force majeure YourConnector has already partially fulfilled its obligations or can still partially fulfil its obligations, YourConnector will be entitled to separately invoice the part of the Agreement that has already been performed or the part of the Agreement that can still be performed.

Article 12 INDEMNIFICATION

1. The Client will indemnify YourConnector or third parties engaged by YourConnector against any claims from third parties who suffer damage or loss in connection with the performance of the Agreement that is attributable to YourConnector. This does not affect the liability referred to in Article 10 of these General Terms and Conditions.
2. If YourConnector, pursuant to the provisions of this article, should be held liable by third parties, the Client will be obliged to assist YourConnector both in and out of court and to immediately do anything that may be expected of the Client in this case.

Article 13 TERM AND TERMINATION OF AGREEMENT

1. The Agreement will be entered into for the term provided in the Quotation.
2. The Client acknowledges that the term and schedule of the Agreement may be influenced by all type of unforeseen circumstances, including – but not limited to – the quality of the information provided by the Client in the context of the Agreement and the (degree of) availability and deployment of the third parties that the Client involves in the Agreement.
3. YourConnector will do its utmost to perform the Agreement within the agreed schedule.
4. The Parties will each have the right to terminate the Agreement early in writing, subject to one calendar month's notice, if and to the extent that one of them demonstrates that the performance of the originally agreed Agreement and any additional Agreements is considerably hindered or becomes impossible for serious cause, and completion of the Agreement cannot reasonably be required.
5. In the event of termination of the Agreement for any reason whatsoever the Client will pay in full all work performed by YourConnector until that time in the context of the Agreement.
6. Each Party will be entitled to terminate the Agreement wholly or partially, with immediate effect and without judicial intervention, if with respect to the other party:
 - a. a petition for bankruptcy or a winding-up petition has been filed;
 - b. suspension of payments has been applied for;
 - c. their company is wound up or business is discontinued;
 - d. a substantial part of the other party's assets is attached or
 - e. the other party otherwise loses the power to dispose of their assets.
7. In the event of termination of the Agreement, YourConnector will never be obliged to pay the Client any compensation.
8. Upon termination of the Agreement, each party must immediately return to the other party all items and documents in their possession that belong to the other party.

Article 14 USE OF E-MAIL AND MEANS OF COMMUNICATION

1. During the performance of the Agreement, the Parties will be able to communicate with each other via e-mail and other means of communication, including via the Internet.
2. The Parties acknowledge that the use of e-mail and other means of communication involves risks, including – but not limited to – distortion, delay and/or viruses. The Parties will not be liable for any damage or loss arising at one or each of them as a result of the use of e-mail and/or other means of communication. The Parties will do all that may reasonably be expected of them to prevent the occurrence of the above risks.

Article 15 PROCESSING OF PERSONAL DATA

1. YourConnector will process personal data in accordance with the applicable laws and regulations in respect of the protection of personal data.
2. YourConnector considers the personal data provided by the Client in the context of the Agreement to be lawfully obtained and managed by the Client. The Client indemnifies YourConnector against any third-party claims in that respect.

Article 16 CARE AND SECRECY

1. YourConnector will exercise due care when using all information that has come to its knowledge in the context of the Agreement.
2. The Parties are obliged to keep secret all confidential information obtained from the other party or from other sources in the context of the Agreement. Information will be deemed to be confidential if one party has communicated its confidential nature to the other party or if such confidentiality ensues from the nature of the information. This obligation does not apply to the extent that YourConnector is under a statutory or professional duty to disclose, or if the Client has released YourConnector from the duty of secrecy.
3. If YourConnector acts on its own behalf in disciplinary, civil or criminal proceedings, it will be entitled to use the information provided by or on behalf of the Client as well as other information that it has taken note of in the performance of the Agreement, to the extent that this could be relevant in its reasonable opinion.

ARTICLE 17 PARTNERSHIP

1. In the event of support provided by the Employee(s) of YourConnector to the Client, the Client will not be authorised during the performance of the Agreement or within one year of completion thereof to approach the relevant Employee(s) of YourConnector with the objective of entering into an Agreement - by whatever name - either directly or indirectly with the Employee(s) of YourConnector.
2. Neither will the Client be authorised during the performance of the Agreement or within one year of completion thereof to enter into an Agreement with a third party/third parties on the basis of which one or more Employees of YourConnector, whether or not temporarily, will work for that Client, unless such is done after mutual consultation between the Parties and with YourConnector's prior written consent.
3. If the Client, during the performance of the Agreement or within one year of completion thereof, enters into an Agreement within the meaning of paragraphs 1 and 2 of this Article, the Client will owe YourConnector a fee for each Employee who performs or will perform work for the benefit of the third party/parties in question on the basis of the Agreement referred to above.
4. Within ten working days of the formation of the Agreement referred to in paragraphs 1 and 2 of this article, the Client will be obliged to give written notice thereof to YourConnector and in doing so to provide YourConnector with all data necessary to calculate the fee that the Client owes YourConnector.
5. Unless the Parties have explicitly agreed otherwise, the fee for each Employee who enters into a business relationship with the Client during the Agreement or within one (1) year after expiry of the Agreement will amount to fifty percent (50%) of the Gross Annual Salary on a full-time basis, plus VAT, agreed between the Client and the Employee in question or third party.

Article 18 OTHER PROVISIONS

1. If the Client wishes to give the same assignment at the same time to others than YourConnector, or has already given the assignment to another party, the Client will inform YourConnector about this, stating the names of these other parties.
2. The Client will not be allowed to transfer any right from an Agreement concluded with YourConnector to third parties other than in case of a transfer of the entire undertaking or with the explicit written consent of YourConnector.
3. YourConnector may approach each Talent at its own initiative in order to introduce them to one of its Clients, unless the Talent works at one of its Clients.
4. YourConnector may introduce to one of its Clients any Talent who approaches YourConnector at their own initiative. This also applies if the Talent already works at one of YourConnector's Clients.

Article 19 CONFLICTING PROVISIONS

1. If these General Terms and Conditions and the Agreement include conflicting provisions, the provisions included in the Agreement will apply.
2. In the event of a conflict with any provision of these General Terms and Conditions, previous meetings and correspondence conducted will be set aside by the provisions of these General Terms and Conditions, unless otherwise agreed in writing.

Article 20 DUTCH TEXT IS BINDING

If versions in a different language have been or will be drawn up of these General Terms and Conditions, the Dutch text and the interpretation thereof will always be binding in the event of any derogation from the Dutch text or in the event of a difference of opinion on the interpretation of any stipulation.

Article 21 APPLICABLE LAW, DISPUTES

1. Dutch law applies exclusively to all Agreements to which these General Terms and Conditions apply either wholly or partially.
2. If a dispute arises between the Parties relating to the Agreement or any Agreements in furtherance thereof, the Parties will first try to resolve this dispute amicably.
3. If it has turned out to be impossible to resolve a dispute in the manner stated above, the dispute will be settled by the competent Court of Amsterdam, or the competent court in the court district at YourConnector's discretion or, in the event that the preceding choices of forum conflict with any mandatory statutory provision, the competent court under the laws and regulations.