

General Terms and Conditions Speaker

Valid per February 24, 2022

1. General

In these General Terms and Conditions Speaker the words below have the following meanings:

- 1.1 **Conditions:** These General Conditions of GD with regard to Speaker services.
- 1.2 **Client:** any party, entering into an agreement with Royal GD for the provision of Services.
- 1.3 **Confidential Information:** All information, the Documents, data, know-how in any form disclosed, made available or otherwise made known by one (disclosing) party to the other (receiving) party while carrying out the Order, whether orally or in writing, tangible or intangible, and any information acquired by the receiving Party.
- 1.4 **Documents:** Any documents, reports, studies and their supports drafted and/or created by the Speaker for the performance of the Services.
- 1.5 **Royal GD:** the Gezondheidsdienst voor Dieren B.V., Trade Register number 08117636, with registered office in Deventer, including natural persons or legal entities at the discretion of Royal GD which implement or arrange to implement the Order under instructions from Royal GD.
- 1.6 **Services:** The participation of Speaker on behalf of Royal GD at a congress, seminar as specified in the Order.
- 1.7 **Speaker:** The person who participates, on behalf of Royal GD, as speaker at a congress, seminar as specified in the Order.
- 1.8 **Order:** the assignment given by a Client to Royal GD for the provision of Services which is supposed to be a written agreement between Client and Royal GD for the price stated and/or quoted by Royal GD.

The headings in these Conditions are inserted for convenience only and shall not affect its construction.

Words denoting the singular include the plural and vice versa, words denoting a gender include all genders and words denoting persons include all legal entities.

2. Applicability

- 2.1 These Conditions apply to all Services entered into with Royal GD.
- 2.2 By submitting an Order, Client accepts the applicability of these Conditions.
- 2.3 Deviations from these Conditions are only permitted if Royal GD confirms these upfront in writing.
- 2.4 Royal GD will reject any reference by the Client to its own general terms and conditions and these are explicitly excluded.

3. The Order

- 3.1 Royal GD will make every reasonable effort to execute the Order with care.
- 3.2 Royal GD is entitled to attach further conditions to the Services.

- 3.3 Royal GD reserves the right to terminate the Order prematurely if the Client breaches any obligation based on the Order, suspends payments or is declared bankrupt.
- 3.4 If Royal GD terminates the Order on the basis of this Article, this shall not constitute any grounds for the Client to bring any claim against Royal GD.

4. The Services

- 4.1 Royal GD will perform the Services to the best of its knowledge and capability in accordance with its professional duty of skill and care.
- 4.2 Royal GD reserves the right to make organisational and/or content-related changes in the Services in case the circumstances give rise to do so, which means, among other things, that Royal GD is entitled to make changes in the agreed Services and/or to replace the Speaker.
- 4.3 In case physical performance of the Services is impossible due to inter alia travel restrictions, governmental measures and/or illness of the Speaker, Royal GD may decide to (i) physical performance by another Royal GD employee, (ii) digital (online) performance by Speaker him/herself or (iii) digital (online) performance by another Royal GD employee – based on Client's preferences; however final decision is at the sole discretion of Royal GD.
- 4.4 In case of any changes as mentioned under 4.2-4.3, Royal GD will notify the Client of this as soon as possible but no later than 2 (two) weeks before the commencement of the Services.

5. Client obligations

- 5.1 The Client shall reimburse Royal GD for all of the Speaker's reasonable out-of-pocket expenses incurred in connection with the performance of the Services, meals and accommodation costs.
- 5.2 The Client is responsible for a proper accommodation and proper circumstances for the performance of the Services by the Speaker.

6. Intellectual property rights

- 6.1 The Client and Royal GD shall remain the sole and exclusive owner of all its data, know-how and intellectual property rights (IP rights) used in carrying out the Order and/or the Services, including IP rights in connection with models, discoveries, data, improvements, techniques, technologies, instruments, software, work products, inventions, trademarks, designs or other ideas. It is recognized and understood that the existing IP rights of the Client and Royal GD will not be affected by the Order.
- 6.2 Royal GD shall own any and all applicable copyrights created in the performance of the Services. Any material or Documents, whether patentable or not, that Speaker provides in the course of the Services, shall be and remain the sole property of Royal GD.

- 6.3 After the Client has fulfilled all its agreed obligations (including payment obligations), Royal GD is entitled to grant the Client effective from the moment of creation, a non-exclusive, non-transferrable, worldwide, fully paid-up license to:
- reproduce the Documents in part or in their entirety in any format, through any kind of representation process and on any supports including without limitation computer, magnetic and digital supports, and
 - make a (digital) recording of the webinar given by the Speaker. This recording is for marketing use/exploitation only by the technical department of the Client and its affiliated companies throughout the world. Except for this permitted use, the Client shall not publish share, copy, or otherwise make this recording available to third parties without the prior written consent of Royal GD. The Client and its affiliated companies may use this recording up to 1 (one) year after the effective date of the Order. the Client will then destroy this recording.
- 6.4 Neither Party shall use the other Party's name and/or logo, without the latter Party's prior written consent.

7. Complaints

- 7.1 Any complaint about the performance of the Services must be sent to Royal GD in writing no later than two weeks after the Services.
- 7.2 Submission of any complaint does not suspend the Client's obligation to fulfil its payment obligations.

8. Liability

- 8.1 While Royal GD has used reasonable effort to ensure that the information/material presented or used for the Services is accurate, complete and current, Royal GD expressly disclaims any warranty or representation regarding the accuracy, completeness or currency of the used information/material.
- 8.2 All information/material presented or used for the Services is provided 'As is', without a warranty of any kind, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose of non-infringement.
- 8.3 Royal GD furthermore disclaims all liability for any damages, no matter their alleged cause, including, but not limited to, damages for personal injury or lost profits.
- 8.4 Royal GD is only liable in the event of an attributable breach of the Order. Royal GD is not liable for damage incurred by the Client as a consequence of incorrect interpretation, use or application of the Services.
- 8.5 The liability of Royal GD is limited to direct damage and limited to the extent of 50% of the fee as agreed in the Order.
- 8.6 Royal GD is not liable for any indirect damage arising from or relating to the execution of an Order, including business losses, loss of profits, lost savings and damage due to business stagnation.

9. Force majeure

- 9.1 Royal GD shall not be bound to meet any obligation if prevented from doing so as a consequence of force majeure.
- 9.2 Force majeure on the side of Royal GD includes at all events: every circumstance outside the control and actions of Royal GD as a result of which Royal GD cannot reasonably be expected to comply with its obligations and lack of personnel, strikes, veterinary diseases, government measures, breakdown or

inaccessibility of infrastructure (telecommunication) and transport facilities, breach of contract by suppliers of Royal GD as a result of which Royal GD cannot reasonably be expected to comply with its obligations.

10. Pricing

- 10.1 All prices are stated in Euros, exclusive of VAT and other costs, unless stated otherwise.
- 10.2 All costs for travel and accommodation arrangements will be arranged and paid for by Client, unless stated otherwise in the Order.
- 10.3 Royal GD reserves the right to change prices and rates from time to time. The Client will be informed of any adjustments as soon as possible.

11. Conditions of payment

- 10.1 Royal GD will invoice the Client for the amount and costs mentioned in the Order.
- 11.2 All payments are due within 14 (fourteen) days after invoice date.
- 11.3 The agreed fee will be payable in full, without deduction of taxes imposed by any (local) authority. GD will not be obliged to complete other (tax) forms than agreed at the time of signing. In all circumstances the total amount shall be paid to the GD EURO account as specified on the invoice.
- 11.4 If the Client fails to pay upon the due date, Royal GD shall be entitled to charge the Client additionally for the legal interest on the due amount at a rate equal to the Dutch statutory interest. All judicial and/or extrajudicial collection costs and other costs connected with the collection of the invoiced amount will be charged to the Client.

12. Termination

- 12.1 Royal GD is entitled to terminate the Order prior to its expiration without further notice of default or judicial intervention with immediate effect by giving notice to the Client, without being entitled to compensation if:
- a. the Client has been granted a (provisional) moratorium, or an application has been submitted for this;
 - b. the Client has been declared bankrupt or has itself filed for bankruptcy;
 - c. the Client is dissolved;
 - d. fulfilment of its obligations under the Order by the Client is permanently impossible; or
 - e. if the Client is in force majeure for more than three (3) months.

13. Confidential Information

- 13.1 The Client and Royal GD shall keep Confidential Information in strict confidence and shall not, except with the express prior written consent of the other Party, disclose or use, or cause or permit to be disclosed or used, such confidential information to or by any third party or in any manner except as expressly provided in the Order. In addition, Parties shall not disclose the terms of the Order to any third party without the prior written consent of the other Party.
- 13.2 The receiving Party shall protect the Confidential Information against unauthorized access by third parties and shall not use the Confidential Information for any purpose other than carrying out the Order.
- 13.3 The obligations of confidentiality do not apply to Confidential Information which is:

- a. In the public domain at the time of disclosure by the disclosing Party;
 - b. After disclosure, published or otherwise becomes part of the public domain through no fault or action of the receiving Party;
 - c. In the receiving Party's possession at the time of disclosure by the disclosing Party and was not acquired, directly or indirectly, from the disclosing Party;
 - d. Independently developed by the receiving Party without the use of the Confidential Information of the disclosing Party;
 - e. Reasonably necessary to comply with law or an enforceable judicial order, provided that it shall, to the extent reasonably possible, give reasonable advance notice to the disclosing Party. The receiving Party shall use its reasonable efforts to secure confidential treatment by the recipient of any Confidential Information that will be disclosed.
- 13.4 The duty of confidentiality applies for the term of the Order and 5 (five) years after termination of the Order.

14. Personal Data

- 14.1 The Client and Royal GD acknowledge that in providing the Services, personal data of the Speaker will be processed by the Client as defined in the General Data Protection Regulation (GDPR) and Parties will therefore, each in the role of data controller (as defined in the GDPR) comply with the provisions of GDPR with regard to personal data processing.

15. Miscellaneous

- 15.1 In the event that one or more of the conditions in these General Terms and Conditions is or becomes null and void, then the remaining conditions shall continue to apply undiminished to the Order.
- 15.2 In the event of conflict between these Terms and Conditions and the Order, the Order shall prevail.

16. Assignment

- 16.1 The rights under the Order cannot be assigned and/or vested by either party without the prior written approval of the other party.
- 16.2 Royal GD may however assign or transfer its rights and obligations (or part thereof) under the Order to a part of the group of companies of which it is part. Royal GD will inform the Client as soon as possible about such assignment and/or transfer.

17. Applicable law and disputes

- 17.1 Dutch law exclusively applies to the Order and these Conditions. Any disputes arising between the parties in connection with the Order, the Conditions and/or the Services executed by de Royal GD shall be exclusively settled by the competent court in Zwolle, The Netherlands.



More information:

www.gdanimalhealth.com/terms-and-conditions