



GENERAL TERMS & CONDITIONS (Legal) Business Mediation & Negotiation Services of Legal Rebel, part of Toolkit Company

article 1 Organisation and applicability of general terms and conditions

1.1. Legal Rebel ('LR') is a mediation office with its registered office in Rotterdam and is part of Toolkit Company, which is also located in Rotterdam, The Netherlands. The objective of LR and its associated (independent) (legal) mediation professionals ('mediator(s)') is to practice Alternative Dispute Resolution and Conflict Prevention. LR mediators provide services concerning legal mediation and mediation, dispute resolution, conflict prevention, binding advice, arbitration, deal mediation, deal making and negotiation, as well as conflict analysis and confidential exploration. Also consulting services in the subject area are provided. ('business mediation services').

1.2. These general terms and conditions are applicable to all work carried out or planned to be carried out by the mediator(s) and govern all legal relationships of LR with commercial parties and third parties.

article 2 Liability restriction, claims and rights

2.1. LR and/or the mediator(s) are not liable for any (potential) damage caused by the performance, work carried out or advice given that exceeds the maximum amount that will be covered and paid by our professional indemnity insurance. If for whatever reason the insurance indemnity is not paid, every liability is restricted to the maximum amount that is charged by LR and/or the mediator(s) concerned in a specific case, with a maximum amount of € 80.000,-

2.2. All claims or other rights regarding the performance of or work carried out by LR and/or the mediator(s) expire after 1 (one) year from the date where the client(s) or the mandator(s) became aware or reasonably could have been aware of these claims or other rights. In any event claims and other rights expire after 2 (two) years from the date where the work of LR and/or the mediators has been concluded.

2.3. As far as reasonably possible LR and the legal mediator(s) will endeavor to consult with the mandator(s) and/or the client(s) before involving third parties. In any event third parties will only be engaged with due care. LR and the mediator(s) are not liable for any shortcomings or inadequacy of third parties. LR and the mediator(s) are authorized to accept limitations of liability of third parties on behalf of the client(s)(s) or mandator(s)(s).

artikel 3 Fee and invoicing

3.1. Unless otherwise agreed in writing the fees will be calculated based on the number of hours worked, multiplied by the agreed hourly rate. The activities of the legal mediator(s) relate to face to face sessions with the client(s) as well as to other activities such as (but not limited to) reporting, any other form of contact (e.g. electronically, in writing, video-conferencing, text messaging or by telephone), studying documents, contacts with third parties, and drawing up agreements. For travel time (calculated from LR Rotterdam Hofplein 20 office) the hourly rate is 50% including travel costs within The Netherlands. Other out of pocket expenses like travelling abroad, catering and renting of meeting rooms are charged separately. On work performed during the weekend or in the evening 130% of the hourly fee is applicable. The applicable VAT will be added to the amounts due.

3.2. Meetings that are cancelled less than 24 hours in advance (1 working day) will be charged 100%. Meetings that are cancelled more than 24 hours, but less than 48 hours (2 working days) will be charged 25%.

3.3. LR and/or the mediator(s) will in principle send monthly invoices, with payment within 30 days from the invoice date.

Artikel 4 Applicable law and mediation clause

4.1. The legal relationship between the mandator(s) or the client(s) and LR and/or the mediator(s) is solely governed by Dutch law. Dutch law is applicable also on the general terms and conditions. In case of differences between the Dutch or English version or a difference of interpretation, the Dutch version prevails.

4.2. All persons involved will try to solve any disputes arising between (a) mandator(s) or client(s) and LR and/or the mediator(s) through mediation.

4.3. The party seeking recourse to this mediation clause will inform the other party in writing.

4.4. Unless parties jointly appoint a mediator within 14 (fourteen) days after sending the notice of 4.3., the director of the international Mediation Institute, 'IMI' will be requested to appoint a mediator.

4.5. IMI appoints one mediator taking in account the preferences of the parties involved. Parties can also request IMI to appoint a specific mediator.

4.6. The mediator determines in consultation with the parties how to conduct the mediation process.

4.7. The first mediation session will commence no later than 30 (thirty) days after the notice meant in 4.3 is send. The mediation commences upon the signing of the mediation agreement by the parties and the mediator.

4.8. The parties equally share the costs of the mediation, unless this is differently governed in the mediation agreement.

4.9. The parties are required to attend in any case the first mediation session of at least 90 (ninety) minutes. After that the parties are free to terminate the mediation in accordance with the mediation agreement.

4.10. As long as the mediation is not terminated, neither of the parties shall submit the dispute to a court of law, unless solely in for and as far as necessary to preserve their rights. This mediation clause does not prevent LR to start a collection procedure, including referral to the competent court.

4.11. Except for the provisions described in 4.10, a judge or arbitrator will suspend hearing a case on which this mediation clause is applicable if this is requested by one of the parties. The handling of the case by the court or arbitrator concerned will be continued if a party informs by registered letter the court or arbitrator as well as the mediator and the other party that the mediation has ended.

4.12. If parties have not signed a settlement agreement within 90 (ninety) days after sending the notice meant in 4.3. each of the parties may initiate *expedited arbitration under the World Intellectual Property (WIPO)'s Rules for mediation and expedited arbitration* (Rules), as are applicable at the time of which the notice meant in 4.3 is send.

4.13. This clause is legally enforceable.



Privacy statement AVG

Legal Rebel | Toolkit Company follows the privacy rules for its mediation services as drawn up by the Mediators Federation of the Netherlands (MfN)

This is the privacy statement of Toolkit Company, located at Hofplein 20 and registered at Houtlaan 20 D in Rotterdam, The Netherlands (hereafter: "TC"). This privacy statement applies to the processing of personal data of our clients, potential clients and other persons who visit our website or have contact with us.

In this privacy statement you can find information about how we handle personal data. If after reading this privacy statement you still have questions about the way we handle personal data, if you wish to make use of your rights mentioned in this privacy statement under the General Data Protection Regulation ("AVG"), or other laws and regulations, regulations on personal data, or if you want to submit a complaint about the use of your personal data, you can contact us by phone: +31 6 57 30 79 64 or e-mail info@toolkitcompany.com. If you are not satisfied with the handling of your complaint or if you would prefer not to submit your complaint to us, you can also submit it to the Dutch Data Protection Authority via the Dutch website autoriteitpersoonsgegevens.nl.

As mediators and trainers, we are responsible for processing your personal data and as such exercise great care and of course comply with the rules that follow from the AVG.

I. Which personal data does Legal Rebel | Toolkit Company ('TC') process?

Mediation file

If you provide an assignment to the mediator, the mediator will process personal data that you and the other party or parties in your case provide to the mediator. These are at least your contact details such as your name, address, e-mail address and telephone number. Furthermore, it concerns personal data that are relevant to the file. Depending on the subject of the mediation, this may also involve sensitive and / or special personal data.

Invoicing

If you provide us with an assignment, we also process data necessary for sending invoices and processing payments for the services that the mediator performs. In addition to your contact details, it concerns your bank account number and any other payment details.

Contact

If you contact us via the contact form on this website, by e-mail or by telephone, we will process the data you provide. It concerns the contact details that you provide to us (name, position, company name, e-mail address, telephone number) and the reason why you contact us (for example because you have a question).

Analysis of website visitors

We process analytical information about (the computer of) visitors to our website, via cookies that are placed when you visit the website. Through these cookies (a part of) the IP address of the visitor is stored.

Training and education by Toolkit Company

We also process the data of persons who register at our institute. This concerns the contact details that you provide to us (first name and last name, title, job title, organization name, street and house number, postcode, city, country, e-mail address, telephone number) and the reason why you are contacting us (for example because you have a question) or the course for which you register. In addition, we will record a different invoice address or extra information for the invoicing if you have provided this, how you became aware of this training, whether you accept the general terms and conditions and whether you indicate that you meet our registration requirements.

II. For what purposes and on what basis do we process personal data?

Mediation file

The mediator uses the personal data that you have provided in the context of a mediation assignment to handle the mediation file. Because it is possible that sensitive and / or special personal data are processed during the mediation process (and this is not always clear beforehand), we ask you for permission to process your personal data. You give this permission by signing the mediation agreement. If you do not give this permission, you can unfortunately not use our (legal) mediation services, because the mediator cannot perform the services without processing personal data relevant to the file. You have the right to withdraw your consent. The mediator may then no longer process data from you. The mediator can no longer provide services for you from the moment of withdrawal of the consent and consequently will have to close the mediation file immediately.

Invoicing

We use the payment details that you have provided to invoice for our work. This processing is necessary to execute the agreement you conclude with us.

Contact

We use the contact details you provide to us to contact you if necessary, for example to answer a question. We process these personal data because this is necessary to protect our legitimate interest, namely the importance of being able to carry out our work and obtaining new assignments.

Analysis of website visitors

The information we collect about visitors to the website is only used to keep statistics about the visit to the website (for example to see which pages are most viewed). The data is stored in an anonymous form.



Digital learning environment for the participants in the courses

Participants from our study programs may receive an invitation to participate in our digital learning environment. Here you can manage your data yourself, set which information you want to receive and also de-register. If you need help with this, please contact us: info@toolkitcompany.com

III. How long do we keep your personal data?

Mediation file

We keep the mediation file, and the personal data contained therein, in principle for twenty years after the file is closed, in connection with the maximum limitation period. In exceptional cases, we keep a file longer than twenty years, for example if the limitation period is interrupted or if the mediator believes that there is another legitimate interest in keeping the file longer.

Administration

We keep our records, including the invoices and other documents on which the personal data of the parties are mentioned, for a period of seven years after the end of the financial year in order to comply with the fiscal retention obligation.

Digital learning environment

Your data will remain in the digital learning environment as long as you use and / or are registered in the digital learning environment. You manage your data yourself, you can setup which information you want to receive and also you can de-register yourself. If you need help with this, please contact us: info@toolkitcompany.com

Other contact details

We keep other contact details for one year after the last contact, unless you have previously submitted a request to us to delete it.

Analysis of website visitors

The data about website visitors is stored two years after the visit to the website, these are the default settings of Google Analytics.

IV. With whom do we share your data?

Your data is stored in a digital file and / or stored digitally and can occur in e-mails that the mediator sends or receives and is stored (and therefore processed) by our ICT provider. In addition, the payment details that you have provided to the Mediator for the purpose of invoicing are passed on to the party who performs the financial administration for the mediator or the party responsible for the invoicing for the training courses. These parties have signed a confidentiality agreement in which at least the same level of security and confidentiality is arranged as you may expect from us.

If you, or another party involved in a mediation, files a complaint against the mediator relating to the handling of a mediation file containing your personal data, your personal data may be provided to the Stichting Kwaliteit Mediators (SKM) and / or to Stichting Tuchtrechtspraak Mediation (STM) and / or Stichting ACB and / or the International Mediation Institute IMI. Your data will be treated confidentially by all these authorities.

We will not pass on your details to third parties unless we are required by law and regulations to provide certain information, for example to the police in the context of a criminal investigation.

V. How are your data secured?

We have taken appropriate technical and organizational security measures to protect your personal data against loss, misuse and unauthorized access by third parties. Moreover, we also require our ICT provider to take such appropriate technical and organizational security measures.

VI. What are your rights?

You have the following rights:

- The right to inspect your personal data and to receive a copy of it.
- The right to rectification of your personal data if these are not correct or incomplete.
- The right to object to the processing and / or - in certain cases - the right to limit the processing of your personal data.
- In certain cases: the right to have your personal data deleted.
- The right to obtain your personal data in a structured, current and machine-readable form and the right to transfer that data to another person.

For more information about these rights and when you can exercise them: see articles 15 to 20 of the General Data Protection Regulation.

You can exercise your rights by contacting us via the e-mail address or telephone number mentioned at the beginning of the privacy statement.

VII. Amendments

There may sometimes be a change in the personal data we process or the applicable regulations. In that case, we can adjust this privacy statement. In the event of major changes, we will place a notification on the website and, if possible, inform you by e-mail of the change.