



VOORSPRONG

STRATEGISCH ADVIES

Terms and Conditions of: Voorsprong B.V., June 2018

Disclaimer: This English translation is only provided as a service to non-Dutch speaking people. Only the Dutch version is binding in legal terms.

Article 1. Applicability, Creation, Duration and Execution of Agreement

- 1.1** These Terms and Conditions apply to all offers, proposals, invoices and agreements and also to all forms of service provided or work to be done in the broadest sense unless explicitly agreed and confirmed in writing by both parties.
- 1.2** A work- or service request by the Client can be either verbal or in writing. Such a request is not binding for the Contractor.
- 1.3** The agreement to perform the required services comes into effect upon signing by both parties of the proposal or agreement within time that the proposal or agreement is valid. The agreement comes into effect earlier when the Contractor has already started work on the project.
- 1.4** The Term for the agreement is final unless explicitly agreed by both parties and confirmed in writing. In consultation, parties may agree to extend the agreement or agree another termination date.
- 1.5** In case of impediment due to illness or otherwise, parties will consult whether the activities under the agreement will lapse or occur at another moment. The result of such consultation will promptly be confirmed in writing by the Client.
- 1.6** In case of interim cancellation by the Client, the Contractor is entitled to payment of the expenses made and a reasonable part of the fee, taking into account the work that has already been done by the Contractor and the benefit towards the Client on cause of cancellation.

Article 2. General obligations upon execution.

- 2.1** The Client has to ensure that the Contractor has timely and proper access to the information required to perform the required work in an optimal way. The Client guarantees that the data and information provided is correct and complete, irrespective of the origin of the data or information be it from the Client himself or from a third party. Incorrect or incomplete information is at risk of the Client, additional work or expenses required will be at Client's expense.
- 2.2** The Contractor will execute the requested duties to his best ability without accepting an obligation to the result.

Article 3. Confidentiality and Intellectual Property Rights.

- 3.1** Both Parties are held to secrecy of all confidential information they gathered in the context of the agreement either from each other or from other sources. Information is deemed confidential when this is indicated by the other party or as a result of the type of information.
- 3.2** The copyright and other intellectual property rights originating from the results of the agreed work such as letters, advice, brochures, designs, reports, research results, models and diagrams are restricted with regards to use only by the Client and may not be copied, multiplied, distributed or disclosed to third parties and/or the public unless approved in advance by the Contractor.



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3.3 The results as indicated in subsection 2 of this Article are in principal only provided for the Client. Except in such cases in which it is evident from the required work, dissemination, multiplication, publication or providing of the results is only allowed when the Contractor does not object to this. In that case any related risk will be borne by the Client.

3.4 The Contractor reserves the right to exploit the increased knowledge resulting from performing the agreement towards other means, as long as no confidential information is disclosed to third parties.

Article 4. Price and Payment.

4.1 Unless a fixed price for services or work has been agreed in writing, the requested work will be performed against the hourly rate as specified in the agreement or proposal.

4.2 The Contractor has the right to change the originally agreed rate in case of a change in the nature of the work to be performed or a prolongation of the agreement. The Client has the obligation to pay such adjusted rates.

4.3 Billing is at the end of each Calendar Month and is based on the agreement in the proposal or contract as signed by both parties. In case a fixed number of hours was agreed, no additional hours will be invoiced unless parties have discussed such matter on beforehand. Objections against invoices by the Client should be presented in writing within 10 days of receipt of the invoice.

4.4 Payment by the Client is due within 14 days after the date on the invoice. The Client is not entitled to settle any amount with an invoice from the Contractor or to suspend payment of an invoice. In case the Client has not, not in time or not fully met his payment obligation(s), all reasonable costs related to gain proper recompense will be at the expense of the Client, such costs are estimated to be at least 10% of the amounts due.

Article 5. Liability.

The Contractor is not liable for the work performed, services delivered or advice given being poor, defective or unsound, neither for damages caused by such work, services or advice. The Contractor is not liable for damages related to executing the agreement. Contractor will bear no liability for damage or loss that the Client may cause towards himself or third parties. The Contractor is not liable for any commitments towards third parties agreed by the Contractor towards the Client or that have arisen for the Client irrespective in which way, with- or without permission of the Client. Under no circumstances is the Contractor liable for business- and/or consequential- and/or indirect damages. Should the Client discover an error or perceive to have suffered damages related to the execution of the agreement with the Contractor, he shall promptly notify the Contractor. The restrictions with regards to the liability of the Contractor in these terms and conditions do not apply in case of gross negligence or premeditation by the Contractor.

Article 6. Applicable Law and Closing remark.

6.1 On all commitments between Client and Contractor and on these Terms and Conditions Dutch law will apply.

6.2 Changes to the Terms and Conditions do not apply to earlier agreements unless agreed otherwise by the parties.