

GENERAL TERMS AND CONDITIONS

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ARTICLE 1: DEFINITIONS

- Contractor: Flikkema Business Solutions
- Client: natural or legal person who instructs Contractor to carry out work
- Contract: the contract of assignment, whereby the Contractor undertakes towards the Client to perform certain activities
- Assignment: the assignment given by the Client to the Contractor to perform certain work, as laid down in the Contract.

ARTICLE 2: APPLICABILITY

- These General Terms and Conditions are valid for each offer, quotation and/or assignment to which Contractor declare these General Terms and Conditions Applicable.
- The terms and conditions deviating from these General Terms and Conditions can only be invoked by the Client if they have been accepted explicitly and in writing by the Contractor.
- No rights may be derived from the deviations referred to in paragraph 2 with regard to any agreements entered into later.
- The applicability of any purchase or other conditions of the Client is expressly rejected.
- These General Terms and Conditions also apply to all agreements with the Contractor, for the execution of which third parties must be involved.

ARTICLE 3: OFFERS AND QUOTATIONS

- All offers are without obligation, unless the Contractor has expressly stated otherwise in its offer or quotation to the Client.
- The quotation made by the Contractor are without obligation and have a limited period of validity. This validity period will always be stated on the quotation.
- The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the assignment, unless indicated otherwise.
- Offers and quotations do not automatically apply to future assignments.

ARTICLE 4: CREATION OF CONTRACT

- The Contract is formed by these General Terms and Conditions together with the order confirmation and / or the other Agreements made by letter or e-mail.
- If the Assignment has been provided orally, the Assignment shall be deemed to have come about under the applicability of these General Terms and Conditions at the moment that the Contractor has

commenced execution of the Assignment at the request of the Client. All potential Clients can find these general terms and conditions on the website www.flikkema.eu

3. The Contract supersedes and replaces all previous proposals, correspondence, agreements or other communication, written or oral.
4. The Contract is concluded for an indefinite period of time, unless it follows from the content, nature or purport of the granted Assignment that it has been entered into for a definite period of time.

ARTICLE 5: COOPERATION BY CLIENT

1. The Client must ensure that all data and documents that the Contractor requires in accordance with his / her opinion for the correct and timely execution of the granted Contract, are made available to the Contractor in a timely manner and in the form and manner desired by the Contractor.
2. The Client must ensure that the Contractor is immediately informed of facts and circumstances that may be important in connection with the correct execution of the Contract.
3. Unless otherwise ensues from the nature of the Contract, the Client is responsible for the correctness, completeness and reliability of the data and documents made available to the Contractor, even if these originate via or from third parties.
4. The Client must ensure that the Contractor is provided with all facilities that, in the opinion of the Contractor, are necessary or useful to execute the Contract and that comply with all (legal) requirements to be met.
5. Unless otherwise ensues from the nature of the Contract, the Client shall deploy the personnel deemed necessary by the Contractor or have them deployed in order to enable the Contractor to carry out the work. If specific personnel is necessary, this will be agreed and recorded in the Order Confirmation and / or the other agreements made by letter or e-mail. The Client must ensure that his staff have the right skills and experience to perform the work.
6. The additional costs and extra fees arising from the delay in the execution of the Assignment arising from the failure to make the requested data, documents, facilities and / or personnel available, not timely or not properly, are at the Client's expense.

ARTICLE 6: EXECUTION OF THE CONTRACT

1. All work performed by the Contractor shall be performed to the best of his knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended work there is an obligation of best effort on the part of the Contractor without guaranteed outcome, unless explicitly stated otherwise.
2. The Contractor determines the manner in which, and by which employee(s) the assigned Contract is executed, while taking into account as much as possible the requirements made known by the Client. If the order confirmation and / or the other agreements made mention the name(s) by letter or e-mail, the Contractor will endeavour to ensure that the relevant employee(s) the entire term of the Assignment remains (remain) available for the performance of the work. Notwithstanding this, the Contractor has the right to replace such employees after consultation with the Client.
3. The Contractor may first carry out more work and charge the Client than the Client has provided for the Contract, if the Client has granted permission in advance. However, if the Contractor is obliged to perform additional work on account of his (legal) duty of care, he is entitled to charge this to the Client, also if the Client has not explicitly granted his prior consent for the additional work.
4. If the Client wishes to involve third parties in the execution of the Assignment, he will only proceed to this after having reached an agreement with the Contractor.

ARTICLE 7: CONFIDENTIALITY

1. Unless any statutory provision, regulation or other (professional) rule requires it to do so, the Contractor is obliged to observe secrecy towards third parties with regard to confidential information that has been obtained from the Client. The Client can grant exemption in this respect, for example if the sharing of confidential information is necessary for the performance of the Contract.
2. Subject to written permission from the Client, the Contractor is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. An exception is made to this in the event that the Contractor acts for himself in disciplinary, civil or criminal proceedings in which it may be of interest.
3. Unless there is any legal provision, regulation or other (professional) rule that obliges the Client to disclose or written permission to do so in advance by the Contractor, the Client will not be aware of

the contents of reports, recommendations or other expressions of the Contractor, whether or not in writing, reveal it to third parties.

4. The Contractor and the Client will impose their obligations on the grounds of this article on third parties to be engaged by them.
5. If it is not considered to be contrary to the provisions in Article 7.1 and 7.2, the Contractor is entitled to mention in outline the work performed to (potential) customers of the Contractor and only to indicate the experience of the Contractor.

ARTICLE 8: INTELLECTUAL PROPERTY

1. The Contractor reserves all intellectual property rights relating to products of the mind which he uses or has used and / or develops and / or has developed in the context of the execution of the Contract, and in respect of which he has the copyright or has other intellectual property rights or can enforce it.
2. The Client is explicitly prohibited from disclosing these products, including methods, advice, (model) contracts and other mental products of the Contractor, in the broadest sense of the word, with or without the involvement of third parties, to be revealed or exploit. Reproduction and / or publication and / or exploitation is only permitted after obtaining written permission from the Contractor. The Client has the right to multiply the written documents for use within his own organization, insofar as appropriate within the purpose of the Contract. In the event of premature termination of the Assignment, the foregoing shall apply mutatis mutandis.

ARTICLE 9: HONORARY

1. If after the conclusion of the Contract, but before the Contract has been fully implemented, tariff-determining factors such as, for example, wages and / or prices, the Contractor is entitled to adjust the previously agreed rate accordingly.
2. The Contractor's fee is exclusive of the Contractor's expenses and excludes invoices from third parties engaged by the Contractor.
3. All rates are exclusive of VAT and other levies that may or may not be imposed by the government.

ARTICLE 10: PAYMENT

1. Payment by the Client must take place without deduction, discount or debt settlement within 14 days after the invoice date. Payment must be made in the currency indicated on the invoice, by means of transfer to a bank account to be designated by the Contractor. Objections against the amount of the submitted invoices do not suspend the Client's payment relief.
2. In the event that the term referred to under section 10.1 is exceeded, the Client shall be in default by operation of law after having been summoned at least once by the Contractor to pay within a reasonable period. In that case, the Client owes the legal interest due from the date on which the due sum became due and payable up to the time of payment. In addition, all costs of collection, after Client is in default, both judicial and extrajudicial, are at the expense of the Client. The extrajudicial costs are set at at least 15% of the principal and interest, without prejudice to the right of the Contractor to claim the actual extrajudicial costs that exceed this amount. The judicial costs include the full costs incurred by the Contractor, even if these exceed the statutory liquidation rate.
3. If, in the opinion of the Contractor, the financial position and / or payment behaviour of the Client gives cause for this, the Contractor is entitled to require the Client to provide (additional) security without delay in a form to be determined by the Contractor and / or an advance payment. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to his other rights, to immediately suspend the further execution of the Assignment and all amounts owed by the Client to the Contractor for whatever reason are immediately due and payable.
4. In the case of a joint Contract, the Clients are jointly and severally liable for payment of the full invoice amount insofar as the work has been performed for the benefit of the joint Clients.

ARTICLE 11: COMPLAINTS

1. Complaints with regard to work performed and / or the invoice amount must be submitted in writing within fourteen days of the date of dispatch of the documents or information about which the Client complains, or within fourteen days after discovery of the defect, if the Client demonstrates that the defect was not reasonably discovered by the Contractor.
2. Complaints as referred to in the first paragraph do not suspend the payment obligation of the Client. The Client is in no case entitled to postpone or refuse payment of other services provided by the

Contractor to which the advertisement relates on the basis of an advertisement relating to a particular service.

3. In the event of a legitimate advertisement, the Client has the choice between adjusting the fee charged, the free improvement or re-performance of the rejected work or the complete or partial non-execution or otherwise of the Contract against a refund in proportion to the fee already paid by the Client.

ARTICLE 12: DELIVERY TERM

1. If the Client owes an advance payment or has to make the information and / or materials necessary for the execution available, then the period within which the work must be completed must not be effected until the payment has been received by the Contractor, respectively the information and / or materials is / are made available to her.
2. Because the duration of the Contract can be influenced by various factors, such as the quality of the information provided by the Client and the co-operation that is granted, the terms within which the work must be completed can only be regarded as deadlines if this has been agreed in writing.
3. Unless it has been established that execution is permanently impossible, the Contract cannot be terminated by the Client due to the exceeding of the term, unless the Contractor does not or does not fully execute the Contract within fourteen days after the agreed delivery term. Dissolution is then allowed in accordance with article 265 Book 6 of the Dutch Civil Code.

ARTICLE 13: CANCELLATION

1. The Contract has been entered into for a definite period of time and terminates by operation of law by the completion of the agreed work, but at the latest on the date agreed in the order on which the work must be completed.
2. The Contract also ends by operation of law in the following cases:
 - a. Completion of the Contract
 - b. Death of the Contractor
 - c. Mutual agreement
 - d. Bankruptcy or suspension of payment of the Client
 - e. Contractor falls under the regulation of the Naturalization of Natural Persons Act
 - f. The Contractor's company will be liquidated
3. Both parties have the right to terminate this Contract immediately and without judicial intervention if the other party is guilty of an attributable shortcoming.
4. If the Contract ends on the grounds of the second paragraph, subsections c, e, f, g and by the expiration of the end date mentioned in article 13.1 without the assignment being completed or extended, the Contractor must do the work, insofar as that has been demanded, to be transferred to the Client. He undertakes to transfer the Contract in such a way that another person can continue the work. If the Client deems this necessary, the Contractor is obliged to assist the client with the transfer of the assignment to another party.
5. If the Contractor at any time foresees that he cannot, not timely or not properly fulfil the obligations in connection with an accepted order, then the Contractor must immediately inform the Client of this. The Contractor will make every effort to prevent any delay in the execution of the work.
6. Illness of the Contractor is considered as force majeure.

ARTICLE 14: LIABILITY

1. For all damage of the Client, in any way connected with, or caused by, not timely or improper performance of the Contract, the liability of the Contractor is in any case limited to a maximum of one time the amount of the work, which caused the damage, the related charged or the amount to be charged for the period in which the work causing the damage was performed.
2. In the case of activities that have a longer duration than one year, the liability is in any case limited to a maximum of 100,000.- Euro or one time the amount of the work, as a result of which the damage is caused related amount charged or to be charged for the last calendar year, in which the work, which caused damage, has been carried out, whichever is lower.
3. For all indirect damage, including but not limited to missed profits, stagnation in the regular course of events in the company of the Client, or other trading loss, in any way related to, or caused by an error in the execution of the work performed by the Contractor, it shall never be liable.
4. The Contractor can never be held liable for damage that is directly or indirectly related to the delay or suspension as referred to in Article 9 or 12.1. In addition, Article 14 applies in such a case.

5. The Contractor has and reserves the right at all times, if and insofar as possible, to reverse the damage of the Client.
6. The Contractor can never be held liable for damage or loss of the data and documents of the Client stored with him or third parties.
7. The Contractor is not liable for damage or loss of data and / or documents during transport or during dispatch by mail or courier service, regardless of whether the transport or dispatch is done by or on behalf of the Client, the Contractor or third parties.
8. In the division of liability between the Client and the Contractor, the standards of reasonableness and fairness and the limitations of liability customary in the sector must be observed.
9. At the request of the client, the contractor will surrender proof of these insurances (a copy of liability insurance, a copy / proof of the last paid premium invoice and / or insurance certificates) to the client.

ARTICLE 15: INDEMNITY

1. The Client indemnifies the Contractor against all third-party claims that are directly or indirectly related to the performance of the Contract.
2. The Client's duty to indemnify the Contractor shall lapse if and insofar as the Client demonstrates that the damage is the direct result of an attributable shortcoming by the Contractor.

ARTICLE 16: CONTRACT TRANSFER

1. The Client is not permitted to transfer (any obligation from) the Contract to third parties, unless the Contractor expressly agrees to this. The Contractor is entitled to attach conditions to this permission. The Client undertakes in any case to then impose all relevant (payment) obligations from the Contract in these General Terms and Conditions on the third party. The Client remains at all times, in addition to this third party, liable for the obligations under the Contract and the General Terms and Conditions, unless parties explicitly agree otherwise.
2. In the event of contract transfer, the Client indemnifies the Contractor against all third-party claims that may arise as a result of non-compliance or incorrect compliance with any obligation by the Client from the Contract and / or these General Terms and Conditions, unless any mandatory (inter) national law or regulation does not allow such a provision.

ARTICLE 17: PURPORT CONDITIONS

If one or more provisions of the Contract or these Terms and Conditions prove not to be legally valid or do not appear to be legally applicable, the Contract and the delivery conditions will remain in force for the remainder. The provisions, which are not legally valid or cannot be legally applied, will be replaced by provisions that correspond as far as possible to the scope of the provisions to be replaced, in such a way that these replacement provisions are legally valid.

ARTICLE 18: APPLICABLE LAW AND FORUM CHOICE

1. Only Dutch law applies to the legal relationship between the Contractor and the Client.
2. In the event of a dispute, this will first be tied via Mediation.
3. All disputes arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply will only be settled by the competent court of the district in which the head office of Flikkema Business Solutions is located.