

General Terms and Conditions - Hamstra & Partners B.V.

Article 1 General, terms and definitions

1. 'Hamstra & Partners' refers in each case to "Hamstra & Partners BV", registered with the Chamber of Commerce under number 61960713.
2. All services provided by Hamstra & Partners are performed in its capacity as independent contractor.
3. These General Terms and Conditions apply to all legal relationships between the Principal and Hamstra & Partners pertaining to work to be performed by Hamstra & Partners, including any follow-up assignments and new assignments.
4. The term 'Principal' refers to the person or body who/that has given an assignment to Hamstra & Partners, or his/her/its legal successor(s), if applicable.
5. The applicability of purchasing or other terms and conditions of the Principal is expressly rejected.
6. In the absence of express written arrangements with Hamstra & Partners to the contrary, the party obliged to pay the price agreed for the services provided by Hamstra & Partners is the Principal.

Article 2 Basis for project proposals

1. Project proposals by Hamstra & Partners are based on the information provided by the Principal.
2. The Principal guarantees that he has provided all essential information for the planning and performance of the project to the best of his knowledge.
3. All project proposals made and quotations given by Hamstra & Partners are without obligation, unless stated otherwise by Hamstra & Partners, and are valid for 30 days.

Article 3 Commencement of the agreement

The agreement will be deemed to have been formed when such is confirmed by Hamstra & Partners in writing or by email, or by reason of Hamstra & Partners having commenced the work.

Article 4 Fee

With respect to the rates and the cost estimates based on the same, the project proposal or assignment confirmation will indicate which costs are included therein and which costs are to be charged additionally.

Article 5 Invoicing and payment conditions

1. The fee and costs as referred to above under 'Fee' will be charged on a monthly basis unless agreed otherwise in writing.
2. Payment by the Principal must be made in each case within 30 days of the date of the invoice, unless stated otherwise in the assignment confirmation.
3. If the Principal fails to pay Hamstra & Partners or fails in some other way to perform one or more of its obligations, all (collection and other judicial and extrajudicial) costs to be incurred by Hamstra & Partners in relation to such will be charged to the Principal, with a minimum of 25% of the agreed assignment amount in each case.

Article 6 Best-efforts obligation

1. Hamstra & Partners will perform the services to be provided by it to the best of its knowledge and ability.
2. Hamstra & Partners does not guarantee that the services provided by it will be successful or the degree to which those services will contribute towards the objective set by the Principal and/or the client.

Article 7 Provision of information

1. In order to ensure that the assignment will be performed well and according to schedule, the Principal will provide all documents and data needed by Hamstra & Partners in good time. This also applies to the assigning of employees from the Principal's own organisation who are or will be involved in Hamstra & Partners' work.
2. If tardy provision/assignment results in additional work, the matter may be dealt with in accordance with the procedure described under 'Change to the assignment and/or additional work'.

Article 8 Involvement of third parties

Following consultation with the Principal, Hamstra & Partners is permitted to make use of third parties in performance of the assignment given, at the expense and risk of the Principal.

Article 9 Change to the assignment and/or additional work

1. The term of the assignment may be influenced by various factors other than the efforts of Hamstra & Partners, such as the quality of the information received by Hamstra & Partners and the cooperation extended. The time schedule drawn up by Hamstra & Partners is therefore the best possible estimate based on the information available at that time. The Principal accepts that the scheduling of the assignment may be affected if the parties make interim agreements to expand or change the approach, method or scope of the assignments and/or the resulting work.
2. If an interim change affects the fee agreed, Hamstra & Partners will inform the Principal of such as quickly as possible.
3. If an interim change to the assignment or its performance is caused by the Principal, Hamstra & Partners will make the necessary alterations if the quality of the service provision so requires. If such an alteration results in additional work, this will be confirmed to the Principal as an additional assignment.

Article 10 Premature termination

1. Premature termination of a fixed-term assignment is only possible when agreed between the parties in writing and with due observance of a notice period of one calendar month. Hamstra & Partners will then retain its entitlement to payment of the invoices for work already performed, and will provide the preliminary results of such work to the Principal, with reservation. To the extent this entails extra costs, such costs will be charged.

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Article 10 Premature termination (continued)

2. Hamstra & Partners is authorised, at its discretion, to suspend performance of the agreement in full or in part or, by means of a written declaration without judicial intervention, to terminate the agreement with immediate effect, in full or in part - without Hamstra & Partners being obliged to pay any damages - in the event of:
 - a. Suspension of payments or declaration of bankruptcy of the Principal, or application for the same;
 - b. Attachment of a significant part of the Principal's business assets;
 - c. Termination of the Principal's activities; or
 - d. Failure by the Principal to pay the invoice within 60 days of the invoice date; or
 - e. Failure by the Principal to perform any obligation under this agreement and, in so far as performance is not permanently or temporarily impossible, failure to perform the obligation within a further five working days of being notified of default in writing by Hamstra & Partners, all this regardless of whether the failure can be attributed to the Principal.

Article 11 Cancellation of arrangements

1. In the event of cancellation of reserved hours less than 48 hours prior to commencement, 100% of the costs of the cancelled hours will be charged.
2. In the event of cancellation less than 96 hours prior to commencement, 50% of the costs will be charged.
3. In all cases of cancellation by the Principal where Hamstra & Partners has incurred costs in relation to an assignment, the Principal will be obliged to reimburse Hamstra & Partners for such costs.

Article 12 Intellectual property rights

1. Hamstra & Partners reserves all intellectual property rights that are developed when the assignment is performed by Hamstra & Partners, both during and after the term of the assignment.
2. The Principal agrees that Hamstra & Partners may use data and other information received from the Principal for internal databases, for the purpose of enhancing the quality of its services for the benefit of its principals. Hamstra & Partners will only make such data known to third parties in anonymised form.
3. Any documents produced by Hamstra & Partners used in the performance of the assignment and included in the advice or research results are and will remain the property of Hamstra & Partners. Disclosure therefore requires the prior consent of Hamstra & Partners. The Principal has the right to reproduce the documents for use within its own organisation, in so far as this is in line with the objective of the assignment. If the assignment is terminated prematurely, the above will apply by analogy.

Article 13 Confidentiality

1. Hamstra & Partners is obliged to keep all of the Principal's information and data confidential vis-à-vis third parties. Hamstra & Partners will take all possible precautionary measures in relation to the assignment to protect the Principal's interests.
2. Without Hamstra & Partners' consent, the Principal will not provide information to third parties about Hamstra & Partners' approach, methods and suchlike, or make the report available.
3. Responsibility for data processed with use of a service provided by Hamstra & Partners lies exclusively with the Principal. The Principal guarantees Hamstra & Partners that the contents, use and/or processing of the data are not unlawful and do not infringe any third-party rights. The Principal indemnifies Hamstra & Partners against any cause of action by third parties, for whatever reason, in connection with these data or the performance of this agreement.
4. If Hamstra & Partners and its consultants come into contact with personal data via the client, not being anonymous and linked to a specific person, Hamstra & Partners can never be held liable for any damages arising out of loss or any form of unlawful processing thereof.
5. Hamstra & Partners will only handle anonymous data, i.e. data that can't be traced to specific individuals. If Hamstra & Partners come into contact with information that can be traced to specific individuals, they are indemnified by the client for any potential liability in this regard.

Article 14 Force Majeure

1. With regard to the agreement, 'force majeure' shall be construed in accordance with its definition under statutory and case law.
2. Hamstra & Partners will not be held to its obligations under the agreement if performance is rendered impossible due to force majeure. Hamstra & Partners will inform the Principal of a force majeure event immediately.

Article 15 Liability

1. Hamstra & Partners and its employees will only be liable for any shortcomings in the performance of the assignment in so far as these result from the failure of Hamstra & Partners to observe the due care, expertise and skills that may be relied upon in the issuing of advice in relation to the assignment in question. This liability for damage will be limited to a maximum of the amount of the fee received by Hamstra & Partners for its work in that assignment. As regards assignments with a lead time exceeding six months, the liability referred to here is subject to an additional restriction: a maximum of the invoice amount for the last six months. Any claims of the Principal in the sense here intended must be submitted in writing within 21 calendar days of the discovery of the damage.
2. A claim of the Principal against Hamstra & Partners in relation to damage will lapse one year after the damage was caused.
3. Hamstra & Partners accepts no liability for the correctness and completeness of data supplied by the Principal and cannot be held liable by the Principal for the data received by the Principal.
4. The Principal indemnifies Hamstra & Partners against all claims by third parties in connection with the agreement and the performance of the work. The indemnification also pertains to all damage suffered and costs incurred by Hamstra & Partners pursuant to such a claim.

Article 16 Applicable law and disputes

1. If and in so far as any provision of these General Terms and Conditions is null and void or nullified, the other provisions will remain fully effective.
2. This agreement is governed exclusively by the laws of the Netherlands. Any disputes arising from the performance of the present agreement or from subsequent agreements resulting from the same will be referred to the competent court in the Netherlands.

Utrecht 15 June 2016