

**GENERAL TERMS AND CONDITIONS** of intellinform, Amstel 62, 1017 AC Amsterdam, The Netherlands, registered at the Dutch Chamber of Commerce in Amsterdam, The Netherlands, registration number 62538527.

#### **Article 1. Definitions**

- “Client” means: a party submitting a request for the provision of a Service or Services.
- “intellinform” means: intellinform as identified above.
- “Services” means: all services and/or activities of whatever nature which are to be provided and/or conducted by intellinform in whatever manner.

#### **Article 2. Applicability**

These General Terms and Conditions apply to all Services to be provided by intellinform for Client, unless intellinform and Client agree to deviate from these General Terms and Conditions in a written statement.

#### **Article 3. Offer and Assignment**

1. All our offers and quotations are not binding and shall only be deemed to be an invitation to give an assignment, unless explicitly stated otherwise.
2. The quotations mentioned in the offers are exclusive of VAT.
3. An assignment is deemed to be given upon written acceptance by the Client of an offer made by intellinform.

#### **Article 4. Agreement**

1. The agreement will commence upon the moment the written acceptance is given.
2. intellinform will provide the Services to the best of its knowledge and ability and in accordance with the requirements of good professional practice.
3. intellinform may call in a third party for specific Services, if they consider this to be necessary for the performance of the assignment.
4. The Client will provide intellinform all information which is necessary or useful for the performance of the assignment.

#### **Article 5. Duration of agreement**

The agreement terminates automatically upon payment of the invoice which is related to the completed assignment.

#### **Article 6. Completion of Assignment**

1. An assignment is completed as soon as intellinform has finalized the agreed Services and provided the Client with the results.
2. If a due date for completion of the assignment has been agreed, intellinform will do its utmost best to complete the assignment before the due date, but will not give any warranty to that regard.

#### **Article 7. Fees**

1. The fee will be determined on the basis of the actual hours spent and costs paid to third parties.
2. The fee and costs due will be invoiced upon completion of the assignment.
3. Notwithstanding the foregoing, for some assignments the fee due will be charged periodically, depending on the nature of the assignment.

#### **Article 8. Payment**

1. Payment must be made within 14 days of invoice date, according to the method of payment and in the invoicing currency that is indicated by intellinform.
2. In the event that the payment term of 14 days is exceeded, the Client will be in default; the Client shall be liable for payment of a rate of interest of 1% per month on amounts outstanding from the date of payment falling due, unless the legal rate of interest is higher, in which case the legal rate applies.

#### **Article 9. Modifications to the assignment**

1. If during the agreement it appears that a modification of the assignment is required, the parties will have to agree with the modification of the assignment in writing.

2. If the modification of the assignment affects the agreed fee and/or reimbursements of costs, intellinform will notify the Client in advance.
3. If the modification of the assignment affects the agreed term of completion, if any, intellinform will notify the Client in advance.

#### **Article 10. Confidentiality**

Both parties shall treat all information of a confidential nature received from the other party strictly confidentially and shall not communicate this information to third parties. Such information shall in any case be considered as confidential if it is described as such by the disclosing party.

#### **Article 11. Intellectual property**

1. All copyrights and other intellectual property rights in the results of the Services provided by intellinform shall be owned by intellinform.
2. All results of the Services provided by intellinform to the Client, including but not limited to information, reports, advice, data, and charts, are for use within the Client's own organisation only and may not be reproduced, published or divulged to third parties without prior written consent of intellinform.
3. intellinform retains the right to use the increased knowledge that is gathered during the performance of the assignment for other purposes, in so far as no confidential information is disclosed to third parties.

#### **Article 12. Interim termination**

Each party may at all times terminate the agreement. Termination shall be done in writing. In all circumstances, a fee based on the hours already spent and costs already made until the moment that the agreement is terminated will be charged to the Client.

#### **Article 13. Complaints**

1. Any complaints of the Client regarding the Services as provided should be notified in writing to intellinform within 14 days after completion of the assignment.
2. If the complaint is well founded, intellinform will provide the Services as agreed within a period of 14 days after receipt of the complaint, unless this is no longer possible or has become of no use for the Client.
3. If the performance of the agreed Services is no longer possible or useful, intellinform will only be liable under article 14.

#### **Article 14. Liability**

1. The liability of intellinform is limited to once the value of the invoice for the assignment to which the liability refers.
2. intellinform can under no circumstances whatsoever be held responsible for damages arising out of exceeding the agreed due date for the provision of Services.
3. intellinform is not liable for any loss or damage incurred by the Client and/or any third party as a result of inaccurate or incomplete information being provided to the Client.

#### **Article 15. Force majeure**

1. In these General Terms and Conditions by force majeure is meant - besides what is mentioned in governing law and jurisprudence - all external causes, foreseen or unforeseen, on which intellinform can exercise no influence, but which has the result that intellinform is not capable of meeting its obligations.
2. intellinform also has the right to refer to force majeure, if the circumstance that prevents (further) meeting of its obligations, occurs after intellinform ought to have fulfilled its commitment.
3. During force majeure obligations of intellinform are being suspended. If the period of force majeure lasts more than 2 months, each party is entitled to terminate the agreement.
4. intellinform is entitled to separately invoice the Services that have been provided in the period before force majeure and the Client will bound to pay this invoice as if it were a separate agreement.

#### **Article 16. Governing law and choice of court**

1. These General Terms and Conditions, offers and agreements shall be governed by Dutch law.
2. Any disputes arising from and/or relating to the General Terms and Conditions, offers and agreements shall exclusively be submitted to the competent Court in The Netherlands.