

GENERAL TERMS AND CONDITIONS

1. Applicability

These General Terms and Conditions shall apply to all offers, activities, proposals, and agreements between Marjolein Mol Consultancy (MMC) and its clients, c.q. their legal successors.

The applicability of any terms and conditions the Client may have with respect to purchases or otherwise is expressly rejected.

If MMC does not at all times require strict compliance with these Terms and Conditions, this shall not be taken to mean that their provisions are not applicable, or that MMC would - to any degree - forfeit the right to demand strict compliance with the stipulations of these Terms and Conditions in other instances.

2. Basis of the Proposal

Proposals are valid for 5 business days, unless the Proposal specifically states differently.

Proposals are based on information provided by the Client. The Client warrants that he/she has, to the best of his/her knowledge, included all information essential to the planning and performance of the Assignment.

3. Performance of the Agreement

MMC shall perform its Assignments to the best of its insight and ability and in accordance with appropriate professional standards. Any work performed shall be in accordance with the current state of science.

The Assignment shall be performed from a professionally independent viewpoint.

Any facts and circumstances arising from changes to the Client's policy and/or organization or from changes to the Client's direct (market) environment should be reported to MMC immediately to enable MMC to take them into account during the performance of the Assignment.

4. Provision of Information, Employees, and Authorities

In principle, MMC shall use its own assets, unless the Client requests differently. The Client shall facilitate the proper and timely progress of the Assignment by providing any and all documents needed by MMC in a timely fashion. The same applies to access to (financial) information systems, the provision of the Client's own personnel involved in the Assignment, and the granting of any authorizations and authorities necessary for the performance of the Assignment.

5. Fees

The fee shall be calculated at the agreed hourly rate. Monthly invoices shall be issued based on time spent and costs incurred. Fees may be calculated differently if the Proposal and/or the Agreement so stipulate.

6. Payment Terms

Invoices are to be paid within 14 days of invoice date. After this expiration date, the interest rate allowed by law shall be charged, with no need for any default notice or any form of demand note. Should the Client default, MMC may suspend performance of the Assignment based on the uncertainty exception.

Should the Client default or otherwise fail to meet his/her obligations, he/she shall be liable for any and all reasonable costs, including attorney's fees, involved in the collection of the amount due.

7. Changes in the Assignment, c.q. Additional Work

The Client acknowledges that the time line of the Assignment may be affected if, in the course of the Assignment, the parties agree to expand the approach, the work method, or the scope of the Assignment, or if such an expansion is necessitated by internal or external factors. If modifications of the original Proposal result in additional work, this shall be considered an additional Assignment and acknowledged as such to the Client.

8. Interim Termination of the Assignment

Both parties may terminate the Agreement prematurely, unilaterally, and effective immediately in writing if the other party: measurably defaults with regard to his/her obligations under the Proposal and/or Agreement, applies for suspension of payment, is declared bankrupt, or ceases its operations.

9. Intellectual Property

Any copyright shall be the property of MMC. Any and all models, techniques, and concepts developed by MMC in the framework of the Assignment, or included in the research results, shall be and remain the property of MMC. Naturally, the Client may reproduce parts of such models, techniques, and concepts for use in his/her own organization.

10. Confidentiality

MMC shall be required to safeguard the confidentiality of all of the Client's information and data vis-à-vis third parties. As part of the Assignment, MMC shall take all possible precautions to protect the Client's interests. Likewise, the Client shall exercise maximum discretion regarding MMC vis-à-vis third parties. The Client shall not make available to third parties any part of MMC's reporting without MMC's permission to do so.

11. Liability

MMC rejects any liability for any damages caused in any manner, including direct and/or indirect damages.

The Client agrees to indemnify and compensate MMC against any and all claims by third parties resulting from or related to the Assignment.

The limitations of liability included in this paragraph shall not be valid if the damages are due to intentional acts/omissions or serious misconduct on the part of MMC. Any liability due to intentional acts/omissions or serious misconduct shall never exceed the fee amount for the Assignment in question.

12. Taxes

Both parties hereby agree to satisfy any and all tax obligations arising from anything described in the Proposal and the Agreement.

13. Applicable Law

This Agreement is subject to Dutch law only. Any dispute that may arise from this Agreement shall in the first instance be referred to the competent Court of Haarlem, The Netherlands.

These Terms and Conditions were registered with the Amsterdam Chamber of Commerce on January 2, 2008.