

Holland Integrity Group B.V.
Advisory & Investigative Services

Teleport Towers
Kingsfordweg 151
1043 GR Amsterdam
The Netherlands

General Terms & Conditions

This document is a translation from the original Dutch and is provided for information purposes only. In the event of any dispute, the original Dutch version prevails.

1. General

These Terms and Conditions govern all legal relationships between Holland Integrity Group B.V. (HIG) and its Principal. The Principal's own general and/or other terms and conditions, which it may wish to apply to the legal relationship referred to in this article, do not apply unless HIG has explicitly accepted such terms and conditions in part or in full in writing. Replacing sections 404 and 407(2), Book 7, of the Dutch Civil Code, all engagements shall be exclusively accepted and performed by HIG.

2. Entry into force and duration of the agreement

An agreement shall enter into force upon receipt of the engagement letter, duly signed by both the Principal and HIG, by HIG, or upon commencement of the actual work involved by HIG, in the event that the work involved commences prior to the receipt of the engagement letter. Each agreement shall be concluded for an indefinite period of time unless otherwise agreed.

3. Information provided by the Principal

The Principal shall make available all information and documentation that HIG deems necessary for the proper performance of the engagement, in the form and manner and at the time required by HIG. The documentation made available under this article shall be returned to the Principal if and insofar as the Principal so requests. Unless the nature of the engagement dictates otherwise, the Principal guarantees that the information provided to HIG is correct, complete and reliable, even in the event that such information is supplied by third parties.

4. Execution of the engagement

HIG shall determine at its discretion the methods and staff involved in the execution of the engagement. The approach, working procedures or scope of the engagement and/or the ensuing work may be altered or extended at any time during the execution of the engagement, subject to mutual consent. If any alteration or extension results in additional work or affects the agreed fee or expense reimbursements in any other manner, HIG shall inform the Principal accordingly as early as possible.

5. Confidentiality

HIG shall treat with required confidentiality all information provided by the Principal that is of a confidential nature, unless a legal regulation or court order applies. HIG shall not use information made available by the Principal for any purpose other than that for which it was provided, without prejudice to HIG's rights to use such confidential information in the event that HIG is involved in a disciplinary, civil or criminal lawsuit for which in the reasonable judgement of HIG such information may be significant.

Unless otherwise agreed in writing, the Principal shall neither disclose nor make available to any third party the contents of reports, advice or other written or verbal statements made by HIG, nor inform any third party of HIG's approach and working procedures.

6. Safekeeping and ownership of the file

HIG shall take all steps deemed appropriate to guarantee the confidentiality and safekeeping of the file and will keep the file for a period of 5 years from the date on which HIG's involvement in the execution of the engagement is concluded. Files are the property of HIG.

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7. Intellectual property

HIG shall retain all statutory rights to intellectual property or products, which it has created or devised, and uses or has used in the execution of the engagement.

8. Fees, expenses and invoicing

HIG shall invoice the Principal for work performed on the basis of the actual number of hours spent and the then applicable hourly rates of the staff involved. HIG's fees shall not be dependent on the results of the engagement. Unless explicitly otherwise agreed in writing, third-party fees, the cost of travelling time, travel and accommodation expenses and other costs incurred in connection with the engagement shall not be included in the fees and shall be separately invoiced to the Principal. Should any changes occur in wages and/or prices following the conclusion of the agreement but prior to completion of the engagement, HIG shall be entitled to adjust its rates accordingly, unless expressly otherwise agreed.

9. Liability

HIG shall perform its work to the best of its ability and with the due care that can reasonably be expected from HIG. In the event that an error is made as a result of incorrect or incomplete information provided by the Principal, HIG shall not be liable for any resulting loss. In the event that the Principal proves that it suffered losses as a result of an error on the part of HIG, which would have been avoided had due care been taken, HIG's liability for such losses shall be limited to a maximum of the fees for the respective engagement, except in the case of wilful misconduct or gross negligence on the part of HIG. Any liability on the part of HIG for business losses, consequential losses or any other indirect losses or damage, including loss of profits, lost savings or loss of information, is herewith expressly excluded.

10. Disputes with third parties

In consideration of the general nature of HIG's engagements, which involve an increased risk of disputes with third parties that can result in costs for HIG not included in HIG's rates, the Principal agrees to any such costs being charged to the Principal in accordance with the following conditions.

The Principal will reimburse costs that HIG must reasonably incur in connection with complaints or claims by third parties relating to work performed by HIG, irrespective of whether these complaints or claims lead to civil, criminal or disciplinary procedures or other procedures, including out-of-court procedures, unless it has been irrevocably determined that HIG is seriously and culpably at fault in the execution of the engagement. This applies in particular to the cost of additional activities that HIG believes it must perform to defend itself or to protect the interests of the Principal. These costs and the costs of possible legal assistance will be charged to the Principal at the then applicable rates.

HIG shall inform the Principal as soon as possible if it becomes apparent that costs described above are to be incurred.

11. Payment

The Principal is to pay invoices issued by HIG in euros without any deduction, discount or setoff within fourteen days of the invoice date. In the event of late payment, the Principal shall be in default by operation of law without notice of default being required and shall be liable for the statutory interest payable for the entire period of default.

Any costs incurred by HIG for collection of a debt, in or out of court, shall be borne by the Principal and shall amount to at least 15% of the payable amount. In the event of a jointly commissioned engagement, all Principals shall be jointly and severally liable for payment of the invoiced amount pertaining to the work performed on behalf of the joint Principals.

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12. Suspension and termination

Both parties shall be entitled to terminate the agreement subject to a reasonable term of notice. Notice of termination shall be given to the other party in writing. In the event that HIG adequately proves that it has suffered a loss due to non-use of capacity as a result of premature termination of the engagement, HIG shall be entitled to compensation of such loss by the Principal. In the event that the Principal provides HIG with incorrect or incomplete information, or fails to meet its obligations in any other manner, or in the event of force majeure, HIG shall be entitled to terminate the agreement with immediate effect, without being liable for any damages.

In all cases HIG shall be entitled to due payment of its invoices for work performed.

In the event that that the Principal fails to correctly or promptly fulfil any of its obligations, HIG shall be entitled to suspend the fulfilment of its commitments until the Principal has fully fulfilled its obligations.

13. Complaints

All complaints lodged by the Principal in respect of work performed or the invoiced amount shall be submitted to HIG in writing within 60 days of the date of dispatch of the documentation or information in question. The lodging of a complaint shall not suspend the Principal's payment obligation. In the event of a justified complaint, HIG shall at its discretion adjust the amount of the invoiced fee, improve the rejected work, perform the work again or terminate the execution of the engagement, in whole or in part, reimbursing the corresponding proportion of the fees already paid by the Principal. Unless otherwise stipulated by these Terms and Conditions, any entitlement to a claim or any other right held by the Principal shall expire twelve months from the date on which the Principal became aware or should reasonably have become aware of the existence of the entitlement or right.

14. Indemnity

The Principal shall indemnify HIG, its staff and any persons engaged by or on behalf of HIG, against any and all claims made by any third party claiming to have incurred a loss or sustained damage due to or in connection with work performed by HIG on behalf of the Principal, unless such loss or damage is the result of wilful misconduct or gross negligence on the part of HIG.

HIG shall not be held liable for any loss resulting from or related to legal action taken by the Principal on the basis of any statement made or advice provided by HIG.

15. Applicable law and settlement of disputes

Unless the parties agree otherwise, any dispute arising in connection with this agreement or agreements resulting from this agreement shall be subject to the laws of the Netherlands and shall be brought before the court of competent jurisdiction in Amsterdam.