General Terms and Conditions V.O.F. Van Draeckeburgh

Version 2.5

Article 1 Definitions
In these General Terms and Conditions the following terms have the following meaning:

Application:	the request in writing to be considered for a Scheme.
Decision:	the decision in writing of the institution, (government) authority or other organisation authorised to take a decision pursuant to an Application. Decision also means an advise from the Rijksdienst voor Ondernemend Nederland to the tax inspector regarding investment deductions based on the EIA and MIA schemes.
Services:	the services to be provided by Contractor on the assignment of Client, such as the provision of assistance in the context of applications for subsidy, tax schemes and suchlike as well as other (consultancy) activities.
Contractor:	VOF Van Draeckeburgh, with its registered office in Bilthoven.
Client:	those with whom Contractor enters into an agreement, as well as those to whom Contractor has made an offer in this respect.
Agreement:	an agreement, including amendments and addendums thereto, concerning the performance by Contractor of Services.
Scheme:	subsidy, tax and/or other (financial) schemes, including amendments and addendums thereto.

Article 2 General provisions
1. These General Terms and Conditions apply to all offers and Agreements of Contractor and all other legal relationships.
2. These General Terms and Conditions are filed with the Chamber of Commerce in Utrecht, and can be viewed at www.vdsf.nl **(state exact link: the General Terms and Conditions must be downloadable and printable)** and will be forwarded free of charge upon request.
3. The applicability of purchase terms and conditions and/or other general terms and conditions of Client are hereby expressly excluded.
4. Contractor is entitled to make use of the services of third parties during the performance of an Agreement. Contractor will pay due regard to carefulness during its choice of third parties.

Article 3 Agreement
1. The Agreement comes into effect at the time when the confirmation of the assignment signed by both parties is received by the Contractor. Oral promises by or arrangements with employees of Contractor will not bind Contractor.
2. The recording in writing of the Agreement will be deemed to represent the contents of the agreement reached between parties accurately and completely.
3. The Agreement between Contractor and Client also applies to the Schemes, which will also be contributed by Contractor, or reported additionally in writing by Client, during the performance of the Agreement and for which Contractor has executed work, or will execute work.

Article 4 Information
1. Client will at its own risk and expense provide full cooperation to Contractor, which is necessary, in the reasonable opinion of Contractor, for the performance of the Agreement. For this purpose Contractor will provide Client inter alia in a timely manner, but at least 10 working days prior to the expiry of a term, with the documents and data, which are necessary for the submitting of or an addition to an Application.
2. Client guarantees the completeness, accuracy and reliability of the documents and data provided by it to Contractor in the context of the agreement, also if these originate from third parties.
3. The data and documents will only be deemed to have been made available to Contractor at the time when Contractor has confirmed the receipt there of.
4. Client is obliged to inform Contractor promptly about all facts and circumstances, which can be of importance related to the performance of the Agreement. Contractor will not be responsible for damage that ensues from the failure to deliver information, or as the case may be not doing so in a timely manner, by or on behalf of Client.
5. Client is obliged to verify the data that Contractor provides on the basis of an Application or a Decision.
6. If Client or parties who act on the instructions of Client within the project do not provide the required cooperation, Contractor will still be entitled to charge the agreed payment for its services with due regard to the provisions of article 9.4 of these terms and conditions.
7. If and insofar as Client requests this, the documents made available will be returned.
8. If the data necessary for the performance of the Agreement is not provided to Contractor, or not provided in a timely or proper manner, then Contractor will have the right to suspend the performance of the Agreement and/or to charge Client for the extra costs ensuing from the delay in accordance with the agreed, or as the case may be reasonable, rates.

Article 5 Performance of the Agreement
Contractor will provide the Services to the best of its knowledge and ability in the manner and with the resources which Contractor deems necessary. The obligations of Contractor on the basis of the Agreement therefore concern obligations to use best endeavours. Contractor expressly does not guarantee any result.

Article 6 Schemes
1. Contractor will focus during the performance of the Agreement on the Schemes stated in the Agreement. Parties can agree that Contractor will, in addition, make endeavours to research the application of additional Schemes, which must be expressly recorded in the Agreement.
2. Contractor will inform Client as soon as possible about any amendments, addendums or the termination of a Scheme. Contractor will not be held liable for the consequences of the amendment in any manner whatsoever of a Scheme, or as the case may be the termination thereof.

Article 7 Intellectual property rights
1. Contractor retains all intellectual property rights with regard to the resources, working methods, products, services, advice, contracts and suchlike that Contractor uses or has used or develops or has developed in the context of the performance of the Agreement.
2. Client is expressly not permitted to disclose, reproduce or utilise the intellectual property rights, or the products, advice and other documents ensuing therefrom, all this in the broadest meaning.
3. By entering into the Agreement Client gives permission to Contractor to include the present project and images in its references to communication and publicity.

Article 8 Confidentiality
1. Confidential information means all information which the parties make available to each other in the context of the performance of the Agreement in whatsoever form or in whatsoever manner, of which parties know, or can know, that this information is confidential. Parties mutually undertake to non-disclosure of confidential information towards third parties, on the understanding that Contractor must necessarily provide confidential information to third parties in the context of the performance of the Agreement. Contractor undertakes not to make use in whatsoever manner of the confidential information of Client outside the purpose for which the confidential information is provided. Parties will ensure that the obligation of confidentiality will be adhered to by employees and/or by third parties engaged by parties.
2. Client will not be responsible for damage and/or loss of documents during transport or sending by mail, nor for the disclosure of any confidential information due to this.

Article 9 Remuneration
1. The remuneration of Contractor depends on the financial result of the assignment provided. Client will owe a remuneration in the event that Client can make claim to financial revenue by means of Services provided by Contractor pursuant to a Scheme.
2. Parties can also agree that a fixed payment or a payment on the basis of hours spent will be owed for specific activities.
3. The remuneration as referred to in the first subclause comprises a percentage agreed between parties in the Agreement of the total of the aforesaid revenue pursuant to the Scheme, plus taxes such as turnover tax and duties, and possibly increased by invoices from the engaged third parties.
4. Client and Contractor can agree to a derogating remuneration.
5. The remuneration is also always owed in the event of Client remaining in default with regard to the provision of information, data and documents, or due to any other failure attributable to Client, as a result of which a subsidy advantage that was realistically expected cannot be achieved. This also applies in the event of late completion of a project as well as in the event of failure on the part of Client to fulfil other project-related obligations. In that event the payment will be calculated over 85% of the

forecast amount of the financial revenue, which Client would have received if Client had correctly fulfilled its obligations, or if the project had been completed in a timely manner.
6. Client is obliged to provide cooperation, such as the providing of insight into the books of Client, in the event that Contractor wants to ascertain the accuracy of the revenue received by Client.
7. The costs incurred by third parties (accountant, tax consultant, etc.) for the purpose of the subsidy application will be on the account of Client.
8. The compensation is due at the time that is specified in the Agreement. A claim for full or partial refund of the compensation in the connection with circumstances that have arisen afterwards (such as an afterwards refusal of the investment deduction from the tax inspector) must be lodged within 12 months after the decision.

Article 10 Payment
1. If the financial position or the payment record of Client gives cause for this, Contractor will have the right to require, at its discretion, sufficient security with regard to the fulfilment by Client with regard to the (payment) obligations of Client. If Client does not comply with the request for security within the reasonable period set for this purpose, all that which Client owes to Contractor, on whatsoever basis, will become immediately due and payable.
2. Contractor will charge the amounts owed for the Services by means of an invoice to Client. Payment must take place within 14 days from receipt of the invoice by Client in the manner stated by Contractor.
3. If Client has not paid within the period referred to in subclause 2, Contractor will be entitled, without further notice of default and without prejudice to the other rights of Contractor, to charge the contractual interest of 1.5% over the invoice amount per month to Client from 8 days after the due date until the day of payment in full. A part of a month will be considered a full month.
4. Objections to any amounts charged must be made apparent to Contractor prior to the due date of the invoice concerned, unless Client makes it apparent that it could not reasonably have discovered its objections within this period. Objections to the amounts charged will not suspend the payment obligation.
5. In the event that Client believes to be able to enforce claims against Contractor with regard to the performance of the Agreement or otherwise, this will not release Client from the obligation of payment of the amounts charged to Client.
6. In the event that Client is in default, the contractual interest rate as well as all reasonable costs, both extrajudicial and judicial, incurred by Contractor with regard to Client's failure to fulfil their payment obligations completely, on time or correctly, also including collection costs in accordance with the Extrajudicial Collection Costs (Standards) Act and the costs of legal assistance, will be at the account of Client.

Article 11 Liability
1. Contractor has an obligation to use best endeavours. Contractor does not give any guarantees with regard to the results of the Services.
2. Contractor will never be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption.
3. Contractor will never be liable for damage arisen if inaccurate or incomplete information has been provided to Contractor.
4. Client is exclusively responsible for the achieving in a timely manner of the date of delivery necessary for the claim to a subsidy provider, or other conditions set out by the subsidy provider, including but not limited to the keeping up to date of accurate project administrative records, technical and/or performance conditions, the timely reporting of amendments and the provision of progress reports. Client must ascertain if the current conditions forming part of a Decision and/or Scheme included in an advice from Contractor suit its activities. Contractor does not accept any risk or (form of) liability whatsoever concerning this.
5. Contractor will only be liable for failures in the performance of the Agreement, if and insofar as these are the result of intent or gross negligence on the part Contractor.
6. Contractor will never be liable for damage for not utilising Schemes that by reason of an Agreement are not reported or applied for, if these Schemes are not stated by name in the Agreement.
7. The total liability of Contractor related to an attributable failure in the performance of the Agreement, unlawful act, or on whatsoever legal basis, is limited (cumulative) to the amount of the remuneration charged, with a maximum of € 500,000. Every claim towards Contractor will lapse 12 months after the decision has been taken or when this is earlier 12 months after the affiliated party was aware, or ought to have been aware of the fact causing the damage.
8. If due to or related to the execution of an assignment or otherwise, damage is caused to persons or goods for which Contractor is liable, this liability will be limited to the amount, or the amounts, that Contractor has claim to on the basis of the general liability insurance taken out by Contractor, including the amount of the deductible which Contractor bears related to this insurance and is not borne by the insurer under the policy conditions. Data concerning the general liability insurance will be made available upon request. The insured sum per claim amounts to € 500,000 and the insured sum per year amounts to € 1,000,000 per policy year. Every claim towards Contractor will lapse 12 months after the decision has been taken or when this is earlier 12 months after the affiliated party was aware, or ought to have been aware of the fact causing the damage.
9. If Contractor has received an assignment together with one or more other contractors of Client, each of the contractors will only be liable for a shortcoming in the (part of the) work carried out by this contractor.

Article 12 Indemnity
Client indemnifies Contractor, including the employees of Contractor as well as third parties engaged by Contractor, against claims of third parties on whatsoever basis and which are related to the performance of the Agreement.

Article 13 Termination
1. The Agreement cannot be terminated in the interim except for in the events stated in subclause 2. In the event of termination on the basis of subclause 2 and subclause 3the payment will be owed to Contractor with immediate effect, as well as compensation of any damage suffered by Contractor due to the premature termination.
2. Contractor will be entitled to terminate the Agreement with immediate effect, without judicial intervention and/or notice of default in the event of:
   a. Insolvency, moratorium, whole or partial cessation and and/or liquidation of the company of Client;
   b. Client does not, not in a timely manner, or not properly fulfil any obligation ensuing from the Agreement, which is of such a serious nature, that continuation by Contractor cannot reasonably be expected and Client, after notice of default in writing, remains in default of fulfilment of this obligation, without Contractor being held liable to any compensation and without prejudice to the further rights accruing to Contractor.
3. The Agreement can be terminated by the Contractor if, in the reasonable judgement of the Contractor, there is insufficient content or insufficient timely cooperation with requests for information from the Contractor, insofar as the required information is necessary for the Contractor's performance of the work. In the event of termination of the assignment, the Contractor owes nothing to the Client and the Client will pay the Contractor a reasonable fee for hours worked in vain based on the hourly rates specified in the Agreement.

Article 14–Personnel
None of the parties may, during the execution of the assignment and within one year from termination of the assignment, employ personnel of the other party, or negotiate commencement of employment with this personnel, other than in consultation with the other party.

Article 15 Transfer
Client is not entitled, without prior permission in writing from Contractor, to transfer rights and obligations under the Agreement to a third party.

Article 16 Coming into effect and amendments of the General Terms and Conditions
1. These General Terms and Conditions enter into effect on the day of the publication on the website and the filing thereof with the Chamber of Commerce. The General Terms and Conditions applicable until then will lapse with commencement of this date.
2. The General Terms and Conditions can be amended by Contractor, unless agreed otherwise in writing. Amendments of the General Terms and Conditions will be notified at least 10 calendar days prior to the entering into effect. Amendments also apply with regard to Agreements already in existence.

Article 17 Applicable law
The law of the Netherlands applies to the Agreement. All disputes which might ensue from the Agreement will be submitted to the court of competent jurisdiction in Utrecht for adjudication.