

General Conditions

for

provision of legal support services

by

Sluijter Consult



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1 Definitions

1.1 The terms in these General Conditions will have the following meaning:

Agreement:	The agreement concluded between Sluijter Consult and Client for the provision of Services by Sluijter Consult.
Client:	Party that acquires the Services.
General Conditions:	These General Conditions under which Sluijter Consult provides Services to Client.
Party / Parties:	Sluijter Consult and Client individually referred to as a “Party” and jointly as the “Parties”.
Services:	All (legal) support services (in whatever form and however named) that Sluijter Consult performs for or on behalf of Client.
Sluijter Consult:	Party, acting under the name of IT-contracts.legal for legal support services, a sole proprietorship, having its registered office in Zeist (3705 ER) at Dijnselweg 148, registered with the Chamber of Commerce under number 30279686.

2 General

- 2.1 General Conditions. The Agreement will not be subject to any purchase or procurement conditions or other general terms and conditions of the Parties, other than the General Conditions and conditions explicitly included in the Agreement. To the extent that any such general terms and conditions have been provided to Client prior to the execution of the Agreement by Client, such general terms and conditions are hereby expressly rejected.
- 2.2 References. References to singular or plural are deemed to include the plural or singular to the extent that this is required by the context.

3 Prices, VAT and payment

- 3.1 Prices. The prices are specified in the Agreement.
- 3.2 Invoice. The invoice contains a description of the delivered Services, quantities, and the invoice number. If payment is late, Client must pay the outstanding amount plus statutory interest after receiving a written demand for payment that stipulates a reasonable further period for payment.
- 3.3 Travel costs. Travel costs within the Netherlands may be invoiced at an amount per kilometre agreed in advance or at the applicable second-class or equivalent rate for public transport. Other costs may be incurred after consent of Client and will be invoiced on the basis of expense statements.
- 3.4 Payment term. Client will pay the invoice sent by Sluijter Consult within fourteen days of receipt.
- 3.5 Disputed invoices. If Client disputes any part of the invoice, Client will inform Sluijter Consult thereof without undue delay, but no later than within the payment period set out in clause 3.4, substantiating the reasons for disputing the invoice. Parties will consult with each other as soon as possible to discuss the disputed part of the invoice. If it is established that the dispute was justified, a credit note for the relevant (part of) the invoice will be sent and Client will pay any remaining amounts due within fourteen calendar days of receipt of the adjusted invoice. If it is established that the dispute was not justified, Client will within seven working days of this being established pay the disputed part of the invoice.

4 Performance of the Services

- 4.1 Sluijter Consult will execute the Agreement himself, unless Client has expressly agreed in writing to outsourcing, subcontracting, purchasing from third parties, or has given written instructions to that effect.
- 4.2 Sluijter Consult will perform the Services in accordance with the Agreement, other relevant contractual arrangements and at least in accordance with market legal standards.
- 4.3 If changes to the Agreement complicate or increase the performance to be rendered by Sluijter Consult under the Agreement, these changes will constitute additional work for which Sluijter Consult is entitled to be reasonably compensated. If Sluijter Consult believes he is entitled to be compensated for additional work, he will quote based on the scope of the additional work expected because of this change and the reasonable costs involved for Client. Sluijter Consult will not start performing the additional work before it has received written and explicit instructions from Client.
- 4.4 Sluijter Consult agrees that he will behave on Client's site and in Client's buildings in accordance with the applicable regulations and rules of conduct on health, safety, and security, and will follow the instructions and guidelines given for this purpose.

5 Liability, force majeure, and indemnity

- 5.1 If one Party attributably fails to perform one or more of its obligations to which no strict deadline applies, the other Party must give it a notice of default, unless performing those obligations is already permanently impossible, in which case the defaulting Party will be in default

immediately. The notice of default must be given in writing and the defaulting Party will be granted a reasonable period, not exceeding one calendar month, in which to still fulfil its obligations. This period has the nature of a fatal deadline.

- 5.2 Sluijter Consult executes the Agreement entirely at its own risk. Sluijter Consult will compensate all direct damage that Client or third parties may suffer because of or in connection with the execution of the Agreement, to a maximum of 75% of the invoiced amounts over the preceding 6 months. The liability of Parties for indirect damage, including but not limited to consequential damage, loss of profit, missed savings, damage due to business interruption, and/or damage to the image of the other Party is excluded.
- 5.3 Client is not liable for payment of wages to employees of Sluijter Consult and for any government-imposed obligation to pay wage tax and social contributions in connection with the amounts owed to the employee or third parties.

6 Term and Termination

- 6.1 Each Agreement will be entered into for the term of the execution of the Services as described in the Agreement.
- 6.2 If Sluijter Consult fails to execute the Agreement properly or meet the deadline(s), Client will give Sluijter Consult a notice of default and grant Sluijter Consult a reasonable period for performance. Without prejudice to its other rights, Client may terminate all or part of the Agreement by mere notification to Sluijter Consult, with no further notice of default required, only if Sluijter Consult fails to execute the Agreement properly or if a deadline is exceeded and it can reasonably be assumed that Sluijter Consult will not execute the Agreement properly and on time.
- 6.3 If Sluijter Consult is granted a provisional or final moratorium on the payment of its debts, is declared bankrupt, its business is shut down or liquidated, dies (if a natural person), undergoes a merger, or another party gains substantial control of Sluijter Consult, the Agreement will be terminated by operation of law, unless Client gives notice that it wishes to maintain all or part of the Agreement within a reasonable period of learning the relevant fact.

7 Intellectual property

- 7.1 Sluijter Consult warrants that the Services do not infringe any intellectual property rights of third parties and it indemnifies Client and its clients against any such infringement, including similar claims relating to know-how, unlawful competition, and so on.
- 7.2 If the delivered Services result in the creation of intellectual property rights (immediately or in the future), these rights will belong to Client. If these rights require a legal transfer, Sluijter Consult will cooperate transferring these rights to Client.

8 Confidentiality

- 8.1 Confidential Information. Each Party will keep confidential all information received from the other Party which is known to be confidential or should reasonably be considered confidential. The foregoing does not apply if and to the extent that the provision of the relevant information to a

third party is necessary pursuant to a court decision, a statutory provision or for the proper performance of its obligations under the Agreement. The Party receiving confidential information shall only use it for the purpose of performing its obligations under the Agreement. Information will in any case be considered confidential if it has been designated as such by one of the Parties. These confidentiality obligations do not apply to information which:

- a) was part of the public domain at the time when the disclosing Party disclosed the information in question to the receiving Party;
- b) becomes part of the public domain after disclosure by the disclosing Party without any fault or breach of any obligation by the receiving Party;
- c) has been received by the receiving Party from a third party not affiliated to the disclosing Party without that third party having breached an obligation of confidentiality;
- d) was already in the possession of the receiving Party without restriction regarding the use at the time of the disclosure by the disclosing Party;
- e) is independently developed by the receiving Party without any use of or reference to the Confidential Information of the disclosing Party.

- 8.2 Confidentiality of Client's software. Sluijter Consult acknowledges that the software of Client and its source code, build scripts, unit tests, integration test, are always considered to be strictly confidential and that it contains trade secrets of Client, its Sluijter Consults or the manufacturer of the software.

9 Applicable law, competent court

- 9.1 Applicable law. This Agreement and any disputes arising in connection therewith, are governed by Dutch law. The applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.
- 9.2 Competent court. The Parties will at all times first try to resolve any disputes that may arise between the Parties in connection to the Agreement amicably. Disputes that cannot be resolved amicably will exclusively be submitted for settlement to the competent court "Midden Nederland" location Utrecht, The Netherlands.