

General terms Beste Mensen BV

Terms and Conditions

Beste Mensen B.V.

In the General Terms and Conditions, the following definitions apply:

1.1 Client: the party that gives Beste Mensen the assignment

1.2 Agreement: the assignment agreement, whereby Beste Mensen undertake work towards the Client perform.

1.3 Parties: Client and Beste Mensen jointly.

1.4 Project: the activities to be performed for the Client under the Agreement.

1.5 Beste Mensen: Beste Mensen B.V., with its registered office in Amsterdam, registered in the trade register of the Chamber of Commerce under number 67049303.

2 Applicability

2.1 These General Terms and Conditions apply to all services provided by Beste Mensen to the Client.

2.2 In the case of the General Terms and Conditions and the Agreement contain conflicting provisions or conditions, the provisions in the Agreement included terms or conditions. Only in the Agreement can be in writing deviated from the General Terms and Conditions.

2.3 Applicability of any purchase or other conditions of the Client is explicitly rejected.

2.4 The indications above the articles of these conditions are solely intended to increase readability. The content and scope of it under a particular designation included article is not limited to that indication.

3 Performance of the Assignment

3.1 The Project is carried out to the best of insight and ability in accordance with the requirements of good workmanship. Regarding of the (intended) Project is a best efforts obligation.

3.2 Beste Mensen determines the way in which and by which persons the Project is being carried out. If according to the Agreement certain persons will carry out the Project, Beste Mensen make reasonable efforts to take care of it that these persons will carry out the Project. Beste Mensen is entitled to consult the persons mentioned in the Agreement replaced by persons with equal or comparable expertise.

3.3 Beste Mensen reserves the right to engage third parties in fulfilling the obligations from the Agreement.

3.4 Deadlines within which the Project must be completed, can only be regarded as a deadline if this is the case expressly agreed. The Agreement can continue Under no circumstances is the client due to exceeding the deadline be dissolved. Furthermore, Beste Mensen is by no means liable for damages due to exceeding the term.

3.5 If Beste Mensen upon request or with prior consent of the Client activities or other performance beyond the content or scope of the

Project fall, this work or performance will pass Client to Beste Mensen are reimbursed according to the usual rates from Beste Mensen.

4 Cooperation by the Client

4.1 The Client must ensure that all data and modest, who in her opinion need Beste Mensen has for the correct and timely execution of the Project, in a timely manner and made available in full.

4.2 Client must ensure that Beste Mensen is immediately informed about facts and circumstances those in connection with the correct implementation of the Project of may be important.

4.3 Client guarantees the correctness, completeness, reliability and legality of the Beste Mensen information and documents made available, even if these originate from third parties, unless of the nature of the Project results otherwise.

4.4 Beste Mensen is not liable for the costs incurred by the Client damage resulting from the damage suffered by the Client does not inform third parties about or withhold information in a timely manner facts and circumstances related to a correct implementation of the Project may be important and (ii) give of misrepresentation.

4.5 The delay in the implementation of the Project resulting additional fees and costs incurred by the not, not timely or not properly making the required information and documents as referred to in Article 4.1 or by not, not timely or improperly providing cooperation, including making available employees are at the expense of the Client.

4.6 For Projects provided by Beste Mensen at the location of Client will take care of it for office space and electronic means of communication necessary or useful to carry out the Project and that meet all legal requirements.

5 Fee and payment

5.1 Beste Mensen will invoice the Project in accordance with the Order Confirmation. The compensation does not depend on the result of the project.

5.2 In the event of a dispute about the invoice amount Client does this within 10 days after receipt of the communicate the invoice in writing to Beste Mensen. Client will in any case not contest the part of pay the invoice amount. After this period the right expires of the Client to dispute the invoice.

5.3 Client must pay amounts due within 30 days to be paid after the invoice date without being entitled to setoff to be.

5.4 If the Client fails to comply with any payment obligation is Client in default without this any further summons or notice of default is required for this and Beste Mensen is entitled from the expiry date statutory commercial interest. All in reasonable judicial and extrajudicial (collection) costs that Beste Mensen incurs as a result of the non-fulfillment of any payment obligation will be charged from the Client.

5.5 Beste Mensen has the right to implement the Project to suspend until full payment has been made, without prejudice to the Client's obligation to comply fulfill its obligations.

5.6 Beste Mensen is entitled to the Agreement rights to payment arising in whole or in part transfer a third. Beste Mensen will Principal notify this in writing.

5.7 If the financial position or payment history of

Client for this purpose at the discretion of Beste Mensen gives rise to it, Beste Mensen is entitled to require that Client pays in full or in part. If full payment of the advance is not made Beste Mensen entitled, without prejudice to its other rights, the further Immediately suspend execution of the Project and is already that which the Client owes Beste Mensen for whatever reason is also due, immediately due and payable.

5.8 All rates are exclusive of turnover tax and other levies which (can) be imposed by the government.

5.9 Beste Mensen is entitled to periodically pay the fee indexing. Indexation is based on the increase of the CBS index CPI between the start date of the Agreement and the date of indexation.

5.10 In the event of a jointly issued assignment Clients jointly and severally for the payment of the full invoice amount.

6 (Premature) termination of the Agreement

6.1 Parties can cancel the Agreement in writing with observing a notice period of 30 days.

6.2 Parties can cancel the Agreement without notice of default and without judicial intervention by written notice terminate in whole or in part with immediate effect in the event of the other party - whether or not temporarily - moratorium payment is granted if with regard to the other party is granted bankruptcy or if its company is liquidated or terminated.

7 Confidentiality

7.1 Unless any legal provision, regulation or other (professional) rule obliged her to do so, is Beste Mensen (BM) and by BM deployed employees / freelancers required to confidentiality with regard to third parties

confidential information obtained from the Client.

7.2 The obligation included in Article 7.1 does not apply if the information referred to in that paragraph is already general is known or becomes known, other than as a result of a unlawful disclosure. The relevant obligation furthermore, does not affect the right of Beste Mensen to make use of the article

7.1 mentioned information to its insurers and / or to consult advisers in connection with the professional liability of Beste Mensen or to a third party, if so necessary for the implementation of the Project, including ten to support the service.

7.3 Subject to the written consent of the Client

Beste Mensen not entitled the confidential information provided made available to it by the Client to use it for a purpose other than that for which it was intended obtained unless Beste Mensen acts for themselves in one disciplinary, civil or criminal proceedings where these may be relevant to be.

7.4 The parties will take appropriate measures to prevent the confidential information and personal data to protect.

7.5 Unless there is any legal provision, regulation or other (professional) rule that obliges the Client to disclose or prior to this by Beste Mensen written permission has been granted, the Client will pay the content of reports, advice or other whether or not written statements from Beste Mensen, not to third parties to disclose.

7.6 Parties will fulfill their obligations under this article impose on third parties to be engaged by them.

7.7 Beste Mensen is entitled to mention the name

of the Client and the outline of the work performed to (potential) clients indication of the experience of Beste Mensen.

8 Intellectual Property

8.1 Beste Mensen reserves all intellectual rights property for with regard to products of the mind which Beste Mensen used or has used and / or develop and / or have developed in the context of the implementation of the Project, and in respect of which Beste Mensen the copyrights or other intellectual property rights has or can assert.

8.2 The Client is explicitly prohibited from using those products, including computer programs, system designs, working methods, advice, (model) contracts, brands, logos and other spirit products of Beste People, all this in the broadest sense of the word, whether or not not to be reproduced with the involvement of third parties, in to disclose or exploit. Reproduction and / or disclosure and / or exploitation is only permitted after prior written permission from Beste Mensen.

Client has the right to send the written documents multiply for own internal use, to the extent appropriate within the purpose of the Agreement. In case of premature termination of the Agreement, it is the foregoing apply mutatis mutandis.

9 Liability

9.1 The liability of Beste Mensen to the Client is limited to an amount equal to 20% of the fees charged Client under the Agreement on the period of six months prior to the emergence of the damage to Beste Mensen, except for intent or

conscious recklessness.

9.2 Beste Mensen is - barring willful intent or willful recklessness

- in any case not liable for further damage and will
also not compensate this further damage, which the Client
under the Agreement, how and on what grounds
also arise, including possible claims on
Client of third parties should suffer, then by the
professional indemnity insurance from Beste Mensen
is covered and actually reimbursed, plus
Beste Mensen's deductible.

9.3 Liability of Beste Mensen for indirect damage

(including, but not limited to lost profits, missed savings, damage due to business interruption) is excluded,

except in case of intent or deliberate recklessness.

9.4 Condition for the creation of any right to
compensation is always that the claiming party within
90 days after the occurrence of the damage, the other thereof
in writing and take such measures
thus limiting the damage as much as possible.

10 Recruitment ban

10.1 Neither Party is permitted for the duration of the
Agreement neither within one year of termination or
dissolution thereof allowed employees (below
including third parties deployed by Beste Mensen)
of the other party, involved in the implementation of the
Project, to be hired or with these employees
to negotiate employment or any direct or
enter into an indirect contractual relationship, except
consent of the other party.

10.2 In the event of a violation of the provisions of Article 10.1, the
offending party to the injured party one immediately

payable fine equal to € 50,000 per event plus € 500 per day that the violation continues, without prejudice to the law of the injured party to claim full compensation and / or to proceed to termination of the Agreement.

11 E-mail and internet usage

Parties can communicate with each other by e-mail to communicate. Sticking to the use of e-mail and the Internet risks, such as (but not limited to) distortion, delay, interception, manipulation and viruses. Beste Mensen is not liable for damage resulting from the use of email and / or internet.

12 Expiry period

Unless otherwise stated in the General Terms and Conditions determined, rights of action and other powers will lapse of the Client to Beste Mensen, for whatever reason also, at least after a year from the time when Client became known or could reasonably be known with the existence of these rights and powers.

13 Waiver of Rights

Failure to directly enforce any right or authority of Beste Mensen will have the rights and powers of Dear Do not influence or influence people under this Agreement limit. Waiver of Right of Any Term or Condition in the Agreement will only be effective if this in writing.

14 Conversion

If and insofar on the basis of reasonableness and fairness or the unreasonably onerous nature of any provision of the Agreement cannot be invoked, comes to the relevant provision with regard to content and scope in each case as much as possible a corresponding meaning,

so that an appeal can be made.

15 Post-effect

The provisions of the Agreement, of which the expressly or implicitly it is intended that they also follow termination of the Agreement will remain in effect thereafter remain in force and parties continue to bind.

16 Applicable law and choice of forum

16.1 On all Agreements between the Client and Beste

People is governed by Dutch law.

16.2 Disputes between Parties that cannot be discussed resolved, be submitted to the competent court in Amsterdam.