



GENERAL TERMS AND CONDITIONS BE AGENCY BV

Definitions

For the purposes of these General Terms and Conditions, the following terms shall have the following meaning:

1. Client: the party that enters into an agreement with the Contractor or expresses the wish or intention to do so.
2. Contractor: BE Agency BV or a company held by BE Agency BV.
3. Agreement: any agreement, written or oral, between the Client and the Contractor in which it is established that the Contractor will perform work on behalf of the Client. If it concerns a written agreement, this work will be performed in accordance with the provisions of the Confirmation of the Assignment.
4. Confirmation of the Assignment: the written confirmation of the Agreement drawn up by the Contractor and signed by the Client for approval.
5. Work: all activities and/or services to be provided by the Contractor specified in an Agreement or that are directly related thereto or arising therefrom, all this in the broadest sense of the word and in any case including the work as stated in the Confirmation of the Assignment of the Contractor.
6. Documents: all items made available by the Client to the Contractor, including documents or data carriers, as well as all items produced by the Contractor within the framework of the performance of the Agreement.

Applicability of the Terms and Conditions

7. These General Terms and Conditions apply to all agreements entered into by the Contractor with the Client, as well as to any change and/or addition to such agreements and all legal and other acts of the Client related to those agreements, whether or not relating to the preparation, realisation or performance thereof.
8. Any deviations from these General Terms and Conditions shall be valid only if and insofar as they have been agreed in writing between the Client and the Contractor in the Confirmation of the Assignment.
9. The possible applicability of General Terms and Conditions of the Client is explicitly rejected by the Contractor.
10. The Contractor is entitled to change these terms and conditions at any time. The changed terms and conditions will apply from the time at which the Contractor has notified the Client in writing of the change.
11. If any clause, forming part of these General Terms and Conditions or the Agreement, is void or is nullified, the agreement will remain in effect and the stipulation concerned will be replaced by a clause that approximates the scope of the original stipulation as much as possible.
12. The Client declares that it will respect the limitations the Contractor may have in the performance of the Agreement as a result of legislation and regulations.

The Agreement

13. Unless explicitly agreed otherwise in writing, every Agreement between the Client and the Contractor regarding the performance of work, which cannot be considered to be included in the Work agreed upon within the framework of an earlier Agreement, shall apply as a separate Agreement.
14. Each Agreement is concluded only and commences at the moment that the Confirmation of the Assignment signed by the Client is returned to the Contractor or the moment at which the Contractor commences the Work at the request of the Client. As long as the signed Confirmation of the Assignment has not been returned to the Contractor, the Contractor reserves the right to deploy its capacity elsewhere. The Confirmation of the Assignment is based on the information provided by the Client to the Contractor at the time.
15. The Agreement replaces and sets aside any previous proposals, correspondence, agreements or other communication, written or oral.
16. Any Agreement is entered into for an indefinite period of time unless it follows from the content, nature or scope of the granted Agreement that it has been entered into for a definite period of time.
17. All offers made by the Contractor, including proposals, quotations, brochures, etc, are without obligation.
18. Any offer made by the Contractor is revocable, regardless of whether the offer includes a term for acceptance.



19. An Agreement concluded in accordance with Article 14 shall be binding and cannot be cancelled, except with the consent of the Contractor. The Contractor may attach the condition to this consent that all costs already incurred by the Contractor in connection with the Agreement will be reimbursed by the Client. The request for cancellation must be made in writing, within fourteen days after the conclusion of this Agreement.

20. All Agreements are exclusively entered into and executed by the Contractor. An assignment addressed to a person associated with the Contractor shall be deemed to have been provided exclusively to the Contractor without the person concerned being obliged to perform the assignment or being liable for it. The applicability of Articles 7:404 and 7:407 (2) Dutch Civil Code is expressly excluded.

21. If the Agreement has been provided orally or the signed Confirmation of the Assignment has not (yet) been received by the Contractor, and the Contractor starts the performance of the Agreement anyway at the request of the Client, this Agreement shall be deemed to have been concluded under the applicability of these General Terms and Conditions.

Obligations of the Client

22. The Client is obliged to make all documents the Contractor believes it requires for the correct performance of the Agreement available to the Contractor in a timely manner and in the desired form and manner.

23. The Client is obliged to immediately inform the Contractor about any facts and circumstances that may be important for the correct performance of the assignment.

24. The Client guarantees the correctness, completeness and reliability of the documents made available to the Contractor, even if they originate from third parties.

25. Insofar as the Client does not fulfil its obligations as specified in the provisions of sub 22, 23 and 24 above, this will be at the risk of the Client.

26. Communication between the Contractor and the Client may take place electronically. Both the Contractor and the Client acknowledge that the use of electronic means of communication poses risks. The Contractor is not liable for any damage the Client suffers as a result of the use of electronic means of communication. Damage includes, but is not limited to, damage resulting from non-delivery or delay in delivery, from electronic communication, interception or manipulation of electronic communication by third parties or by the software/equipment used for sending, receiving or processing electronic communication, transmission of viruses and failure or malfunction of the telecommunications network or other means required for electronic communication, except insofar as the damage is the result of intent or gross negligence of the Contractor. The data extracts from the computer systems of the Contractor shall be considered compelling evidence of (the contents of) the electronic communication sent by the Contractor until the moment that evidence to the contrary is provided by the Client.

Work

27. The Contractor will perform the instructed assignments to the best of its knowledge and ability in accordance with the requirements that may reasonably be expected of the Contractor in its capacity. A best-efforts obligation applies to the Contractor with regard to the performance of the Work.

28. The Contractor shall be entitled to replace persons from its organisation who are engaged in the performance of an Agreement by other persons from its organisation.

29. The Contractor shall be entitled to engage third parties for the performance of the Agreement.

30. Time limits within which Work must be completed shall only be considered strict deadlines if this has been expressly agreed. If the Agreement establishes a time limit for completion of the Work, the Contractor will only be in default if this time limit is exceeded after receiving a written notice of default from the Client, stating a reasonable term to complete the performance of the Agreement. The Contractor is under no circumstances liable for compensation for exceeding the deadline.



31. The Contractor shall be entitled to suspend the performance of the Agreement if the Client has not fulfilled its obligations as referred to above. To the extent that this results in a delay in the performance of the Agreement, this shall be for the risk of the Client.

32. The Client has an independent duty to comply with the applicable privacy laws and regulations. The Contractor cannot be held liable for non-compliance by the Client with these laws and regulations. In the event the Contractor is held liable by a third party in this respect, the Client shall fully indemnify the Contractor.

33. In deviation from the Agreement, the Contractor may be required to perform additional work. If this occurs, the Contractor will be entitled to charge for this additional work, even if the Client has not explicitly granted prior permission to perform additional work.

Force Majeure

34. If the Contractor cannot, not timely or not adequately fulfil its obligations arising from the Agreement as a result of a non-attributable cause, including but not limited to legislative changes, illness of employees, any engaged third parties, malfunctions of the computer network and other stagnation in the normal course of affairs within its company, these obligations shall be suspended until the moment the Contractor is once again able to fulfil these obligations in the agreed manner.

35. In case the situation as referred to in the first paragraph occurs, the Client shall be entitled to terminate the Agreement in writing in whole or in part and with immediate effect.

Confidentiality and Exclusivity

36. Subject to obligations imposed by law or a competent government body to disclose certain information, the Contractor is held to confidentiality towards third parties who are not involved in the performance of the Agreement.

37. Except with the written consent of the Client, the Contractor is not entitled to use the confidential information provided by the Client for a purpose other than that for which it was obtained, with the exception of the case where the Contractor appears on its own behalf in civil or criminal proceedings.

38. The Contractor is not entitled to use the information provided by the Client for a purpose other than that for which it was obtained.

39. The Client is not permitted to disclose the content of reports, advice or other statements by the Contractor, in writing or otherwise, to third parties, without the prior written consent of the Contractor.

40. If it is not considered to be in conflict with the foregoing, the Contractor is entitled to mention in outline the Work performed to (potential) clients of the Contractor, however, only as an indication of the experience of the Contractor.

Intellectual Property Claims

41. The Contractor reserves all rights with regard to the intellectual products it uses or has used within the framework of the performance of the Agreement with the Client, to the extent said legal rights to said products may exist or rights can be established to them.

42. The Client is explicitly prohibited from the reproduction, disclosure or exploitation of those products to third parties, including but not limited to computer programs, system designs, working methods, advice, model and other contracts and other intellectual products, with or without the involvement of third parties without the prior written consent of the Contractor. The Client is entitled to multiply the written documents for use within its own organisation, insofar as appropriate within the purpose of the assignment. In the event of early termination of the assignment, the foregoing shall apply mutatis mutandis.

Fee and Rates

43. The Confirmation of the Assignment will state the rates and the cost estimates based thereon, including travel time, travel and accommodation costs and other assignment-related costs. The Contractor is entitled to



issue an advance invoice to the Client in advance of the Work to be performed. The payment thereof must take place in accordance with the provisions of Article 50.

44. The fee of the Contractor consists of a predetermined amount per Agreement and/or is calculated on the basis of rates per unit of time worked by the Contractor and is payable in proportion to the amount of Work performed by the Contractor for the Client.

45. If no fixed amount has been agreed, the compensation of the contractor will be calculated on the basis of rates per worked unit of time.

46. In the event that an amount fixed per Agreement has been agreed upon, the Contractor is entitled to charge a rate per time unit worked on top of this, if and to the extent that the scope of the Work exceeds the scope of the Work provided for in the Agreement, in which case the Client must also pay this additional amount.

47. The Contractor is entitled to adjust the rates agreed upon at the conclusion of the Agreement in the interim (proportionately) to changes that the Contractor may or may not periodically introduce in its basic rates.

48. Interim changes in the level of wages and costs that require the Contractor to adjust the rate or to adjust other aforementioned expense reimbursements will be passed on to the Client.

49. All rates are exclusive of VAT and other levies imposed by the government. These will be charged separately.

Payment

50. Unless agreed otherwise in writing, payment of the amount invoiced to the Client must be made within 30 days of the invoice date. Payment must be made in the invoiced currency by transfer to a bank account specified by the Contractor, without any right to discount or settlement. Objections to the amount of the submitted invoices shall not suspend the payment obligation of the Client.

51. If the Client fails to pay by the aforementioned deadline or in derogation thereof by a deadline agreed between the Parties in writing, the Client shall be immediately in default by law after expiry of said deadline without a further reminder or notice of default being required and, from that moment, it shall be required to pay the statutory interest on the amount invoiced until the date of full payment, such without prejudice to the Contractor's other rights.

52. All costs incurred as a result of both judicial and extrajudicial collection of the claim shall be at the expense of the Client. The extrajudicial costs are established at a minimum of 15% of the amount to be claimed, with a minimum of 250 euros. The court costs will not be limited to the costs of the proceedings, but the costs actually incurred by the Contractor will be fully for the Client's account, if the Client is found to be wholly or largely at fault.

53. The Contractor shall at all times be entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contractor and/or to provide an advance for the payments due to the Contractor in respect of work performed or work yet to be performed. If the Client fails to provide the requested security or the advance, the Contractor shall be entitled, without prejudice to its other rights, to immediately suspend the (further) performance of the Agreement, and all that the Client owes the Contractor for whatever reason shall be immediately due and payable.

54. In the case of a jointly awarded mandate, then insofar as the Work is to be performed for the joint Clients, these Clients shall be jointly and severally liable for payment of the invoiced amounts.

55. The Contractor shall be entitled to suspend the fulfilment of all its obligations, including the issuing of documents or other items to the Client or third parties, until all due and payable claims against the Client have been paid.



Complaints

56. A complaint regarding the Work and/or the invoice amount must be submitted to the Contractor in writing within 14 days after the date of sending the documents or information about which the Client has complaints, or within 14 days after the discovery of the defect, if the Client demonstrates that the defect could not reasonably be discovered sooner.

57. A complaint as referred to in Article 56 shall not suspend the payment obligation.

Liability

58. The Contractor's liability for damage as a result of an (attributable) shortcoming in the fulfilment of the Agreement shall in all cases be limited to the amount paid out in the relevant case under the liability insurance taken out by the Contractor, plus any excess under this insurance. If, under the aforementioned liability insurance, no payment is made, despite liability of the Contractor, the liability of the Contractor shall, in any case, be limited to the amount of compensation the Contractor has received for the Work.

59. The Contractor shall never be held liable to compensate any indirect damage or consequential damage of the Client, including but not limited to stagnation in the regular course of business in the company of the Client, which is the consequence of or in any other way related to an error in the performance of the work by the Contractor, unless the damage was caused deliberately or was the result of conscious recklessness on the part of the Contractor.

60. If, and to the extent possible, the Contractor shall at all times be entitled to reverse or limit the damage of the Client by repairing or improving the defective Work.

61. The Client shall indemnify the Contractor against all third-party claims that are directly or indirectly related to the performance of the Agreement, in particular against, but not limited to, third-party claims for damage caused by the Client having provided the Contractor with incorrect or incomplete information unless the damage is caused by intent or deliberate recklessness on the part of the Contractor.

62. The Client must report any claims to the Contractor in writing at the latest 12 months after the Client was aware or reasonably should have been aware of the damage, at the risk of forfeiting those claims.

Termination of the Agreement

63. If the Agreement has been entered into for an indefinite period of time, it can be terminated by either Party with due observance of a notice period of 2 months.

64. Termination must be notified to the other Party in writing.

Other Provisions

65. After completion of the Agreement, the Contractor is entitled to place advertising in the appropriate media, or on its website, which describes the nature of the services the Contractor has provided to the Client. Within this context, the Contractor may use the logo/trade name of the Client in the communication with customers and potential clients.

66. In the event the General Terms and Conditions and the Contract for Services contain contradictory conditions, the conditions included in the Contract for Services shall apply.

67. The provisions of these General Terms and Conditions, which are expressly or tacitly intended to remain in force after termination of the Agreement, will remain in force afterwards and continue to bind both Parties.

Applicable Law and Choice of Forum

68. All agreements between the Client and the Contractor are governed by Dutch law.

69. All disputes relating to agreements between the Client and the Contractor are exclusively settled by the competent court in the district where the Contractor is established. However, the Contractor is entitled to submit disputes to the competent court of the Client's location.