

1 Definitions

In these General Terms and Conditions, the following terms shall have the following meaning:

1.1 Contract: the contract for the supply of services between Client and Consultant, of which these General Terms and Conditions form an integral part;

1.2 Client: the party to the Contract with Consultant;

1.3 Confidential Information: information relating to the relevant Party or any member of the relevant Party's group of companies which is made available (whether before or after the Contract is agreed) in writing, visual or machine readable form or orally to the Receiving Party (or its advisers) by or on behalf of the Supplying Party (or its advisers) and includes any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information;

1.4 Consultant: the representative of DUTCH OPERATIONAL EXCELLENCE CONSULTING B.V. as Party to the Contract;

1.5 DOE: DUTCH OPERATIONAL EXCELLENCE CONSULTING B.V. and all aliases like DUTCH OPERATIONAL EXCELLENCE CONSULTING, DOE-CONSULTING or DOE CONSULTING used in this contract and/or in the provided materials to Client.

1.6 DOE-Materials: the confidential, copyrighted, proprietary materials of Consultant that contain Consultant's know-how in any form and any derivations thereof (known by Consultant as the "DUTCH OPERATIONAL EXCELLENCE CONSULTING Toolkit") including, without limitation, any versions that may be customised (known by Consultant as the "Client Toolbox") and made available for Client on the terms of any applicable user license;

1.7 Party c.q. Parties: Consultant or c.q. and Client;

1.8 Services: all work and activities to be performed by Consultant under any Contract in accordance with the project specification described in the Contract.

2 Applicability

2.1 Only these General Terms and Conditions shall apply to each Contract between Consultant and Client and to any (pre-contractual) relationship between the Parties prior to any Contract being established between them.

2.2 In case of conflict between the Contract and these General Terms and Conditions, the Contract's wording shall prevail. Terms and conditions which are different from or supplemental to or in conflict with these General Terms and Conditions, or the Contract, shall only be applicable between the Parties if and insofar explicitly agreed upon in writing.

3 Performance of the Services

3.1 The Parties shall agree in the Contract upon the intended goal Client wishes to achieve and the content, time and place when and where the Services shall be performed. Parties shall agree upon a calendar planning for the time to be spent by Consultant and Client. Such planning may be revised from time to time in consultation between the Parties.

3.2 Additional work ordered during the execution of the Services shall be considered as Services under the Contract if agreed upon beforehand. Such additional work or the demand therefor arising during execution of the Contract shall never be a ground for Client to rescind or terminate the Contract.

3.3 Consultant shall do his utmost to support Client in achieving its goal. It is understood that it is the client's task to effectuate in its organization consultant's advices.

3.4 Consultant and its employees, personnel and contractors shall always comply with any laws, codes and regulations as well as the rules and regulations of Client, as long as Client has made the Consultant aware of these rules and regulations prior to the beginning of the Services.

4 Fee and Payment

4.1 The fee for the Services to be rendered shall be agreed upon between the Parties in the Contract.

4.2 Consultant shall send his invoices for payment of the fees for the Services rendered monthly in arrears.

4.3 Payment of the invoice shall be effected within 30 days of the date of the relevant invoice.

4.4 All invoices issued by Consultant shall provide reasonable detail of the Services performed and provide details of the bank account to which payment is to be paid.

4.5 All fees stated in the Contract are exclusive of VAT, withholding tax or any other applicable indirect taxes.

4.6 Invoices shall be deemed to have been paid once the amount invoiced has been credited to the account of Consultant stated on the invoice.

4.7 Expenses such as travel and accommodation expenses incurred and paid by Consultant in connection with the performance of the Services shall be for the account of Client, invoiced by Consultant and paid in accordance with art. 4.3. Invoices shall provide all reasonable details of the expenses.

4.8 In the event that Client cancels any agreed consultation day without providing Consultant with at least 14 days' written notice in advance, then Client shall be liable to pay the agreed fees for the cancelled consultation day together with all expenses that may have been incurred by Consultant.

4.9 If payment of any invoice due under the Contract is not received on the due date, Consultant shall be entitled

4.9.1 to charge interest on the outstanding amount at the rate of 3% above Euro Euribor (one year), accruing daily, and

4.9.2 to require that Client make a payment in advance of any Services or part of Services not yet supplied, or

4.9.3 not to provide any further Services or part of the Services; or to terminate the Contract as provided by article 10.

4.10 All payments shall quote Consultant's invoice number, any other reference number together with the reference number of any specification document (if applicable).

5 Client's obligations

5.1 Client acknowledges and agrees that for Consultant to be able to provide the services Client shall

5.1.1 meet the reasonable requirements, requests and suggestions of Consultant and staff who provide the Services on behalf of Consultant;

5.1.2 provide to Consultant such information and documentation as Consultant reasonably requires for rendering his Services;

5.1.3 carry out the actions by the times and dates specified in the Contract;

5.1.4 make available to Consultant the facilities, resources, working space and staff as specified in the Contract and/or as reasonably requested by Consultant from time to time; and

5.1.5 instruct Client's staff and agents to co-operate with and assist Consultant.

5.2 Consultant may charge Client for any additional reasonable costs and expenses incurred by Consultant caused by Client's instructions, failure to provide instructions, or failure to comply with article 5.1.

6 Confidentiality

6.1 Each party (the "Receiving Party") shall keep the Confidential Information of the other Party (the "Supplying Party") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall use the Confidential Information of the Supplying Party only for the purposes of the Contract. The Receiving Party shall inform its officers, employees, consultants and agents of

the Receiving Party's obligations of confidentiality under the Contract and ensure that the Receiving Party's officers, employees, consultants and agents meet the obligations.

6.2 The obligations of confidentiality shall not apply to any information which:

6.2.1 was known by or in the possession of the Receiving Party as demonstrated by the Receiving Party's written records or other reasonable evidence before it was provided to the Receiving Party by the Supplying Party, free of any restriction as to its use or disclosure;

6.2.2 is, or becomes, publicly available other than as a result of disclosure by the Receiving Party or any other person for whom the Receiving Party is responsible in violation of the Receiving Party's obligations of confidentiality under these General Terms and Conditions;

6.2.3 following disclosure under these General Terms and Conditions becomes available to the Receiving Party (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) from a source other than the Supplying Party, which source is not bound by any confidentiality obligations in relation to such information;

6.2.4 was independently developed by the Receiving Party without access to the Supplying Party's Confidential Information supplied by; or

6.2.5 is required to be disclosed by order of a court of competent jurisdiction.

6.3 The obligations of confidentiality in these General Terms and Conditions shall survive for a period of two years from termination or expiration of the Contract.

7 Copyright and Use of DOE-Materials

7.1 All title to and intellectual property rights like copyright, and know-how exchanged under the Contract belong and shall remain to belong to the respective Party and is protected by applicable copyright and other intellectual property rights under international conventions. Parties reserve all rights to such intellectual property rights not specifically granted in the Contract and these General Terms and Conditions.

7.2 Consultant grants Client a non-exclusive, perpetual, non-transferable and irrevocable licence without the right to sublicense to use such rights for its own use. Client shall not use the DOE-Materials other than exclusively permitted in the Contract.

If Client or an affiliated company of which more than 50% of the shares are held by Client or its holding company needs a sublicense Parties shall negotiate the terms of such sublicense in good faith.

7.3 The DOE-Materials comprise Confidential Information of Consultant and Client shall not make them available to or allow them to be disclosed to any third party including its affiliated companies. The licence to use the DOE-Materials does not include any right to updates or future revisions of the DOE-Materials.

7.4 The DOE-Materials needed and licensed under the Contract shall be determined by Consultant and Client and its selected employees shall receive prior training by Consultant. The DOE-Materials may be provided in any form and/or made accessible on Client's server subject to procedures being in place that are satisfactory to both Parties under the condition that all Consultant's rights in the DOE-Materials are thoroughly protected and that access is regulated, and that unauthorised use is prevented. Client shall not distribute or make available the DOE-Materials or allow its employees to distribute them within or outside its organisation other than on the basis of need to know, as provided by the Contract.

7.5 Client shall inform all of its employees and staff to whom the DOE-Materials are supplied that they belong to Consultant, are subject to copyright protection and comprise Confidential Information of Consultant, and that the use of such Materials is regulated by the Contract and the terms and conditions of the

applicable user license. Client shall procure its relevant employees and staff to:

7.5.1 comply with these General Terms and Conditions concerning confidentiality and the use of the DOE-Materials, and the terms and conditions of any applicable user license;

7.5.2 keep the DOE-Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;

7.5.3 only make copies of the DOE-Materials or reproduce them to other persons within Client organisation who they know or reasonably believe are authorised to use them;

7.5.4 not alter, adapt, modify or translate the DOE-Materials for any purpose; nor remove, change or obscure any notices of proprietary rights and restrictions on or in the DOE-Materials;

7.5.5 not use the DOE-Materials for their or Client's personal benefit or for the benefit of any third parties, nor use or permit such information contained therein to be used in any manner which may be detrimental or damaging to the interests of Consultant; and

7.5.6 inform Consultant immediately upon becoming aware that any DOE-Materials have been disclosed to an unauthorised third party.

7.6 After completion, expiration or termination of the Contract and where the Contract so permits, Client may continue to use the DOE-Materials previously supplied to it subject to continued compliance with these General Terms and Conditions and the applicable user licence.

8 Marketing

DOE may, with Client's prior written consent, directly or through another party, either or not belonging to DOE, produce for marketing purposes a case study regarding Consultant's work with Client. Unless agreed otherwise between the Parties DOE may cite Client as a client of DOE, and Client permits DOE to use Client's name, logo(s) and trademark(s) for this purpose.

9 Non-solicitation and non-conflict

9.1 Consultant shall not be restricted in delivering its services to other individuals or businesses while the Services are being delivered to Client, unless doing so would be in conflict with the interests of the Client.

9.2 Each Party agrees that it shall not, and shall procure that members of its Group shall not, for the duration of the Contract and a period of 12 months thereafter, solicit, endeavour to entice away, actively employ or offer to employ (or hire) any person who is at any time during the Contract employed or hired as a consultant by the other Party and who works in connection with the performance of the Contract, whether or not such person would commit any breach of his contract of service in leaving such employment or terminating his consultancy agreement. For these purposes, "Group", in relation to each Party, means any corporation which holds companies or subsidiaries of it or of any such holding company.

10 Warranties, liability and indemnities for the Services

10.1 Consultant warrants that it will use all reasonable effort, skills and care in performing the Services conforming the generally accepted industry standards and practices.

10.2 If Client is not satisfied with any part of the Services Client shall inform Consultant thereof in writing giving as many as possible details. If such information is given within two months of the completion, expiration or termination of the Contract, Parties shall consult if and how certain parts of the Services may be re-performed subject always to the terms of the Contract.

10.3 Unless otherwise agreed in the Contract, Consultant expressly does not warrant that any result or objective, whether stated in the Contract or not, shall be achieved, be achievable or be attained at all or within any particular time frame.

10.4 Each of the Parties acknowledges that, in entering into the Contract, it does not do so in reliance upon any representation, warranty or other provision except as expressly provided in the Contract.

11 Liability generally

11.1 Except in the case of death or personal injury caused by Consultant's negligence, Consultant's liability under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the fees, not including expenses, paid to Consultant for that part of the Services in relation to which damages are claimed.

11.2 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

11.3 Client shall indemnify and hold harmless Consultant from and against all claims, losses, liability and injury to Consultant, its representatives and third parties, infringement of third-party intellectual property, or third-party losses caused by or arising from any information supplied to Client by Consultant within or without the scope of the Contract and these General Terms and Conditions.

12 Termination

12.1 Excluding in the situation described in art. 3.2 hereof, and without prejudice to other remedies or rights, either Party may terminate the Contract at any time by written notice to the other Party (the "**Other Party**") with immediate effect if and when the Other Party is in material breach of its obligations under the Contract, and where the breach has not been remedied by the Other Party within 14 days after the date of the notice which specifies the breach and requires the breach to be remedied; or

12.2 if the other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party other than voluntarily for the purpose of solvent amalgamation or re-construction, or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or any similar or analogous situation or process.

12.3 Any termination of the Contract shall be without prejudice to Client's obligation to pay for all Services rendered and work carried out up to the date of termination and for all sums due for payment after the date of termination which arise from commitments entered into by Client for the performance of Services prior to the date of termination.

13 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of its obligations under the Contract if and to the extent resulting from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing of such circumstances and the expected delay or failure in performance. If such circumstances continue for a continuous period of more than three months, either Party may terminate the contract by written notice to the other Party.

14 Applicable law and jurisdiction

The Contract and these General Terms and Conditions shall be governed by and construed in accordance with Dutch law. Parties shall try to amicably settle any dispute arising in relation to the Contract. If no such settlement can be reached Dutch courts shall be exclusively competent.

15 Surviving conditions

After expiration or termination of this Contract for any reason, the provisions of paragraphs 6 and 7 shall continue in full force and effect for a period of five years from the date of the Contract.