

## General Terms and Conditions for the benefit of the client

### TRIANGULAR GROUP ACADEMY B.V.

#### Article 1 – Definitions

Consultant:	The person, firm or company that provides information and / or services to TRIANGULAR GROUP ACADEMY (TGA).
Honorarium/Fee:	The compensation agreed between TGA and the Client as consideration for the performance of the Work.
Offer:	An overview of the Work, as well as an estimate of the associated costs, that TGA intends to perform for the benefit of the Client, specified to a greater or lesser extent.
Customer or Client:	The person/party who gives TGA an assignment.
Contract:	The contract between TGA and the Client or the contract between TGA and the Consultant.
Report:	The report prepared by TGA, for the benefit of the client, with regard to the information gathered by TGA.
TGA:	The private limited liability company TRIANGULAR GROUP ACADEMY (TGA) B.V. has its registered office in Amsterdam and has its office in (3115 JD) Schiedam.
The Work:	All services to be provided by the Consultant and/or by TGA on behalf of the Client, and in particular services related to the provision of specialized personnel, the transfer of specialist knowledge, and/or related advice

#### Article 2 – Applicability

- 2.1 These general terms and conditions apply to all legal relationships between TGA and the Client, including all Work performed by TGA and in particular the services as stated in the Offer.
- 2.2 All clauses in these general terms and conditions have been drawn up for the benefit of all directors of TGA and all persons working for TGA and /or involved by TGA.
- 2.3 Deviations from these general terms and conditions are only valid if they have been explicitly agreed upon in writing. TGA explicitly rejects the applicability of general (purchase) conditions applied by the Client

### Article 3 – Guarantee

- 3.1 TGA will perform the Contract to the best of its knowledge and ability and in accordance with the requirements of good workmanship
- 3.2 TGA will exercise the greatest possible care regarding the interests of the Client when performing the Work. In particular, TGA ensures the confidentiality of all data and information made available to TGA by the Client in the context of the Contract .
- 3.3 If and insofar as the proper performance of the Contract requires, TGA has the right to have the Work performed by third parties. Parties can agree upon a fee for their services.

### Article 4 – Offers

- 4.1 All Offers are entirely without obligation and TGA is only bound by an Offer if the relevant Offer is signed by the Client within fourteen (14) days and received by TGA. TGA has the right to revoke the Offer immediately upon receipt of the acceptance .
- 4.2 The prices stated in the Offer are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Contract, including travel costs, unless stated otherwise in the Offer.
- 4.3 In the event that deviations from the Offer occur during the performance of the Contract, TGA will inform the Client about this as soon as possible .

### Article 5 – Performance of the Contract

- 5.1 The Contract is concluded at the moment that - either TGA has received the Offer signed by the Client - or TGA has started the execution of the Work with the consent of the Client. The signed Offer, these general terms and conditions, and any additional written agreements together form the complete representation of the rights and obligations of the parties and replace all previous written and oral budgets, announcements and all other correspondence.
- 5.2 If the acceptance - whether or not on minor points - deviates from what is stated in the Offer, TGA is not bound by it and the Contract is not concluded in accordance with this deviating acceptance, unless TGA explicitly indicates otherwise in writing.
- 5.3 Failure to meet the Client's expectations with regard to the Work performed by TGA, gives no right to re-performance of the Work free of charge.
- 5.4 In the event that the Client wishes to change the contents of the Contract, the Client must inform TGA immediately and in writing of the changes that he requires. The changes to the Contract must then be accepted by TGA in writing. All additional costs resulting from such changes will be borne by the Client.
- 5.5 The Client ensures that all data - of which TGA indicates that they are desirable or which the Client should reasonably understand to be necessary for the performance of the Contract - is provided to TGA in a timely and complete manner. If the data required for the implementation of the Contract (as referred to in the previous sentence) has not been provided to TGA in time and/or in full, TGA has the right to suspend the performance of the Contract and to charge the Client the resulting costs, according to the usual rates.
- 5.6 TGA is not liable for damage of whatever nature caused by TGA's assumption by Client's incorrect and / or incomplete information or documentation.

#### Article 6 – Contract duration and Performance period

- 6.1 The Contract is entered into for a definite period of time, unless the nature of the Contract dictates otherwise or the parties have expressly agreed otherwise in writing.
- 6.2 In the event that a term has been agreed between TGA and the Client in connection with the performance of the Work, this term is only approximate, unless expressly agreed otherwise in writing. TGA does not offer any guarantee with regard to agreed delivery times and late delivery does not entitle the Client to compensation, termination of the Contract, or suspension of any obligation towards TGA.

#### Article 7 – Honorarium and costs

- 7.1 The Parties can agree on a fixed Fee at the conclusion of the Contract .
- 7.2 If no fixed Fee has been agreed, the Fee will be determined on the basis of the hours actually spent. The Fee is calculated in accordance with the usual hourly rates of TGA, applicable to the period in which the Work has been performed.
- 7.3 TGA reserves the right to charge a surcharge in the event that TGA - at the Client's request - performs its Work or part thereof in the evening or in a weekend.
- 7.4 TGA is entitled to charge the Client for any price changes that have occurred after the Contract has been concluded.

#### Article 8 – Payment

- 8.1 The client is obliged to pay all TGA invoices to TGA within thirty (30) days after the date. Objections to the amount of the invoices do not suspend the payment obligation of the Client.
- 8.2 If the Client fails to pay within the ninety (90) day period, the Client will be in default by operation of law. The client then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount.
- 8.3 Every payment by TGA is only due after delivery and proper fulfillment of its obligations by the other party, unless explicitly agreed otherwise in writing.

#### Article 9 – Complaints

- 9.1 Complaints/objections about the Work must be reported to TGA in writing by the Client within eight (8) days after discovery, but no later than fourteen (14) days after completion of the Work concerned. Such notice of default must contain as detailed a description as possible of the shortcomings stated by the Client, so that TGA is able to respond in an adequate manner.
- 9.2 If TGA finds a complaint justified, the Client will give TGA the opportunity to re-perform Work in order to solve the objections. In the event that still re-performance of the Work is no longer possible by objective standards, TGA will only be liable within the limits of Article 10 .

#### Article 10 – Liability

- 10.1 In view of the nature of the Work and the subjective assessment aspects that play a role in the Work, TGA is not liable for any damage suffered by the Client as a result of any decision or any conduct of TGA in the performance of the Contract or otherwise, except if there is intent or gross negligence. Consequential damage, including lost profit or losses suffered, will never qualify for compensation.

- 10.2 In the event that TGA is liable for damage suffered by the Client, the damage that TGA is obliged to compensate is never more than the invoice value of the Work, the defect of which was the cause of the damage or - if this cannot be determined - the invoice value of the Work performed by TGA on behalf of the Client at the time that the event giving rise to the damage occurred, minus the out-of-pocket costs with regard to the delivered goods
- 10.3 The Client indemnifies TGA with regard to all third-party claims for damage that are related to or ensue from the Contract. This does not affect TGA's duty of care as referred to in Article 3.
- 10.4 The exclusions and limitations of liability as mentioned in this article, as well as the indemnities as referred to in article 13, are also stipulated for the benefit of subordinates of TGA and anyone else whose assistance TGA uses in the performance of the Work.
- 10.5 The liability for the Work that TGA has assigned to a third party is limited to the extent that the third party effectively indemnifies TGA.

#### Article 11 – Legislation, no-competition, and intellectual property

- 11.1 Consultant guarantees to TGA and the Client that Consultant will comply with both local and Dutch legislation and regulations when carrying out his or her Work and indemnifies TGA and the client against all possible claims in this regard.
- 11.2 The Client is aware of, and agrees with, that the Client is not permitted to contact Consultant directly and/or directly or indirectly receive services from Consultant during the term of the Contract and for a period of two (2) years after the Contract has ended.
- 11.3 In the event of a violation of Article 11.2 of these general terms and conditions, the Client has to compensate TGA with an immediately due and payable penalty of € 50,000 per violation and a penalty of € 1,000 for each day that such a violation continues.
- 11.4 TGA reserves the right to use the knowledge gained through the performance of the Work for other purposes, provided that no confidential information is disclosed to third parties.

#### Article 12 – Force Majeure

- 12.1 Force majeure is understood to mean any circumstance on the basis of which (further) compliance with the Agreement by TGA cannot reasonably be expected. This includes in any case - but not exclusively - data loss as a result of computer failure, virus infection or computer breach by third parties, machine breach, and other calamities that prevent or limit the business of TGA.
- 12.2 In the event that TGA is prevented by force majeure from performing the Work in whole or in part, TGA has the right to suspend the execution of the Work without judicial intervention or to regard the Contract as wholly or partially dissolved, at its option, without TGA being obliged to compensate any damage suffered by the Client .
- 12.3 In the event that, at the time of force majeure, TGA has in the meantime partially complied with its obligations to the Client arising from the Contract and has partially performed Work for the benefit of the Client - and independent value is assigned to the Work already performed - TGA is entitled to invoice th Work in question seperately. Client is then obliged to pay the respective invoice from TGA.

#### Article 13 – Confidentiality

- 13.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of the Contract. Information is considered confidential if this is stated by the other party or if this results from the nature of the information.

13.2 If TGA - on the basis of a legal provision or a court decision - is obliged to provide confidential information to third parties designated by law or the competent court and TGA cannot invoke legal privileges or legal privileges recognized by the competent court, then TGA is not obliged to pay compensation and the Client is not entitled to termination of the Contract.

#### Article 14 – Termination

14.1 TGA is entitled to terminate the Contract in whole or in part without notice of default and obligation to pay compensation, or - at its option - to suspend further performance of the Contract if:

- a. Client is declared bankrupt;
- b. Client requests suspension of payment;
- c. Client proceeds to liquidate his company;
- d. Client is placed under guardianship or passes away; or
- e. Client is criminally reprehensible and / or acted unethically; or
- f. Client does not comply with any legal obligation - or any obligation arising from the Contract.

14.2 In the cases referred to in Article 14.1, TGA is entitled claim the full fee immediately from the Client.

14.3 Client is obliged to immediately inform TGA if a circumstance within the meaning of article 14.1 occurs. In the event that a circumstance within the meaning of Article 14.1 sub e. occurs, the Client is legally in default and any debt to TGA is immediately claimable .

#### Article 15 – Transfer and duties

Client is not entitled to transfer all or part of the rights and obligations arising from the Contract concluded under these general terms and conditions to third parties, unless TGA has given its prior explicit written permission.

#### Article 16 – Applicable law and competent court

16.1 These terms and conditions are effective from 1 June 2014.

16.2 In the event that any provision in these general terms and conditions should be void or voidable, this does not affect the validity of the remaining provisions. TGA and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or annulled provisions, taking into account, insofar as possible, the purpose and scope of the original provision.

16.3 The legal relationship between the Client and TGA is governed by Dutch law. All disputes between the Client and TGA that may arise as a result of or in connection with the Contract, will be settled by the competent court in Amsterdam to the exclusion of all others.