

# General Terms and Conditions for Consultancy Assignments

August 2013

## 1. General

These General Terms and Conditions govern all offers, activities, quotations and agreements pertaining to (organisation) consultancy and other forms of professional service provision between Alliance experts and clients, unless agreed otherwise in writing. By entering into an agreement with Alliance experts, the client acknowledges to be familiar with and to accept these terms and conditions as the only supplement to the agreement.

## 2. Quotations

Quotations by Alliance experts are based on the information provided by the client. The client warrants that he has, to the best of his knowledge, provided all information essential to planning and executing the assignment. Alliance experts shall perform its services to its best understanding and ability and in accordance with professional standards. Quotations offered by Alliance experts are valid for two months, unless stated otherwise in the quotation. As long as a quotation has not converted into an assignment, Alliance experts retains the right to deploy its capacity elsewhere.

## 3. Provision of information and personnel by the client

To ensure a proper execution of the assignment as much as possible within the set schedule, the client shall provide all documents and data required by Alliance experts in a timely manner. This also applies to the availability of the client's own personnel that are (or shall be) involved in the agency's activities. Involving or deploying third parties in the execution of the assignment, by either the client or Alliance experts, shall only occur following mutual consultation and consent.

## 4. Personnel

After notifying the client thereof, Alliance experts is entitled to modify the staffing of the assignment or to deploy third parties, if it considers this necessary for the execution of the assignment. Such changes may not adversely affect the quality of the service provision, or the continuity of the assignment. Changes in staffing may also occur on the request of the client, in consultation with Alliance experts.

## 5. Fees and expenses and payment conditions

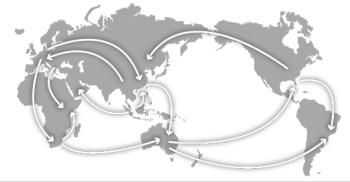
Regarding the fees and the cost estimates based thereupon, the quotation will state whether this includes reproduction costs, travel hours, travel and accommodation expenses and other costs relating to the assignment. Insofar as these costs are not included in the quotation, these may be invoiced separately. VAT will be charged separately over all costs owed by the client to Alliance experts. The fees as well as expenses will be invoiced monthly (retroactively), unless agreed otherwise. Payment must be completed within thirty days of the invoice date. If the client fails to complete payment within thirty days of the invoice date, the client shall be considered to be in legal default, without any warning or notice of default being required, and statutory interest may be charged. If payment remains outstanding, Alliance experts is entitled to suspend the execution of the assignment. If the client remains in default or otherwise fails to fulfil one or more of his obligations, then all reasonable costs incurred in obtaining compliance will be the client's to bear.

## 6. Alteration of the assignment, or additional work

The client accepts that the planning of the assignment can be affected if the parties agree in the interim to alter or expand the approach, method and size of the assignment, and/or the subsequent activities. If the interim change affects the agreed fee or expenses remuneration, Alliance experts will consult with the client on this matter.

## 7. Duration and conclusion of the assignment

Aside from the efforts by Alliance experts, the duration of the assignment may be influenced by various factors such as the quality of the information and personnel assistance provided to Alliance



experts. The schedule drawn up by Alliance experts is thus indicative only. If the client fails to respond within thirty days of receiving the last (concluding) invoice, the final settlement is considered to be approved and the assignment therewith concluded.

#### **8. Premature termination of the assignment**

If the client fails to fulfil its obligations under the agreement or agreements, Alliance experts is authorised to dissolve the agreement, without prejudice to its right to claim compensation for damages. Furthermore, both parties are entitled to dissolve the agreement prematurely if either of the parties believes that the assignment can no longer be executed in conformity with the confirmed quotation and any supplementary assignment specifications added later. This decision should be communicated to the other party in writing and citing reasons, observing a notice period of 14 days. If the assignment involves the deployment of personnel for more than 20 hours per week, the notice period to be observed is at least 1 month. Alliance experts will retain the right to payment of the invoices for activities performed until that moment, making available to the client the provisional results of the work performed thus far, under reservation. Insofar as this incurs additional expenses, these will be charged to the client. In the event that either of the parties is declared bankrupt, files for suspension of payments or ceases its business activities, the other party is entitled to terminate the assignment with immediate effect, under reservation of rights.

#### **9. Intellectual property**

All models, techniques and tools, including software used in the performance of assignments and included in the advice or research results, are and remain the property of Alliance experts. Publication of such property is therefore only permitted after obtaining the consent of Alliance experts. The client is of course entitled to replicate items for use within its own organisation, insofar as appropriate to the purpose of the assignment. In the event of a premature termination of the assignment, the foregoing shall apply mutatis mutandis.

#### **10. Confidentiality**

Alliance experts is obliged to maintain confidentiality towards third parties in respect of all information and data of the client. As part of the assignment, Alliance experts shall take all possible precautionary measures to protect the client's interests. Likewise, without Alliance experts' permission the client shall not disclose any information to third parties about the Alliance experts approach or methods or such matters, nor make available the Alliance experts reports.

#### **11. Liability**

Alliance experts can only be held liable for shortcomings in the execution of the assignment or deficiencies in items supplied to the client, insofar as this is attributable to wilful or gross negligence on the part of Alliance experts. This liability is furthermore restricted to no more than the sum of the assignment, as invoiced over the course of the past 12 months. Liability for indirect or consequential damage is excluded entirely. If the client requests Alliance experts to provide items such as digital files and/or instructions to a third party, this will occur outside the responsibility of Alliance experts and thus be at the client's own risk. The liability intended in this article is annulled entirely in the event that the client does not apply, deploy or utilise the product or advice supplied by Alliance experts in the manner and form prescribed or recommended by Alliance experts. The liability of Alliance experts for any deficiencies in the supplied product or advice is also annulled should the client in any way alter the product or advice.

#### **12. Applicable law**

All agreements between the client and Alliance experts are governed by the law of the incorporation country of the Alliance experts entity that concludes the agreement. Any disputes will be brought before the competent judge in the city of incorporation.