

GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS (B2C)

Article 1 - Definitions

1. InvestigateHonorKilling, established in Utrecht, the Netherlands, CoC number 84573961, is referred to in these general terms and conditions as service provider.
2. The other party to the service provider is referred to in these general terms and conditions as the client.
3. The parties are service provider and client together.
4. Agreement means the agreement to provide services between the parties.

Article 2 - Applicability of general conditions

1. These terms and conditions apply to all quotations, offers, work, agreements and deliveries of services or goods by or on behalf of service provider.
2. Deviation from these terms and conditions is only possible if this has been explicitly agreed upon in writing by the parties.
3. The agreement always contains effort obligations for service provider, not result obligations.

Article 3 - Payment

1. Invoices must be paid within 30 days of the invoice date, unless the parties have made other arrangements in this regard or a different payment term is stated on the invoice.
2. If the principal does not pay within the agreed period, he shall be in default by operation of law, without any reminder being required. From that moment onwards the service provider shall have the right to suspend his obligations until the principal has fulfilled his payment obligation.
3. If the principal remains in default, the service provider shall proceed to collect. The costs related to such recovery shall be borne by the principal. The collection costs shall be calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. In case of liquidation, bankruptcy, seizure or suspension of payment of the principal, the claims of service provider on the principal shall be immediately due and payable.
5. If the client refuses to cooperate with the execution of the order by the service provider, he is still obliged to pay the agreed price to the service provider.

Article 4 - Offers and quotations

1. Offers are without obligation and valid for a maximum of 2 months, unless a different period for acceptance is mentioned in the offer. If the offer is not accepted within the specified period, the offer expires.

2. Delivery times in offers are indicative and, if exceeded, do not entitle the Buyer to dissolution or compensation, unless the parties have expressly agreed otherwise in writing.
3. Offers and quotations do not automatically apply to repeat orders. The parties must agree to this explicitly and in writing.

Article 5 - Prices

1. The prices stated on offers, quotations and invoices include the VAT due, unless otherwise agreed.
2. The prices of goods shall be based on the cost prices known at the time. Increases thereof, which could not be foreseen by the service provider at the time of making the offer or entering into the agreement, may give rise to price increases.
3. With respect to the provision of services, the parties may agree on a fixed price at the time the agreement is entered into.
4. If no fixed price has been agreed, the rate for the provision of services may be determined on the basis of hours actually worked. The rate shall be calculated according to service provider's usual hourly rates, valid for the period in which he does the work, unless a different hourly rate has been agreed upon.
5. If no rate based on actual hours spent is agreed upon, a recommended price shall be agreed upon for the services, to which the service provider shall be entitled to deviate by up to 10%. If the guide price is to be more than 10% higher, service provider shall timely inform customer why a higher price is justified. In that case the principal shall have the right to cancel the part of the order that exceeds the recommended price increased by 10%.

Article 6 - Price Indexation

1. Service Provider is entitled to increase its rates annually as of January 1 in accordance with the Consumer Price Index (CPI) all households.

Article 7 - Provision of information by the client

1. Client shall make available to Service Provider all information relevant to the performance of Client.
2. The client is obliged to make available in time and in the desired manner all data and documents which the service provider believes are necessary for the correct execution of the order.
3. The client warrants the accuracy, completeness and reliability of the data and documents made available to the service provider, even if they originate from third parties, insofar as the nature of the assignment does not indicate otherwise.
4. If and insofar as the principal so requests, the service provider will return the documents concerned.
5. If the client does not provide the information and documents required by the service provider, or does not provide them on time or properly, and the execution of the

assignment is delayed as a result, the resulting additional costs and additional fees will be charged to the client.

Article 8 - Withdrawal of assignment

1. The client is free to terminate the order to service provider at any time.
2. If the client withdraws the order, the client is obliged to pay the wages owed and the expenses incurred by the service provider.

Article 9 - Execution of the Agreement

1. Service Provider shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. Service Provider has the right to have work performed by third parties.
3. Execution shall be by mutual agreement and after written approval and payment of any agreed advance.
4. It is the responsibility of the client to ensure that the service provider can start work on the assignment in a timely manner.

Article 10 - Contract duration

1. The agreement between the principal and the service provider is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.
2. If within the term of the agreement the parties have agreed on a period for completion of certain work, this shall never be a deadline. If this term is exceeded, the client must give service provider written notice of default.

Article 11 - Modification of the agreement

1. If during the execution of the agreement it appears that for a proper execution of the assignment it is necessary to change or supplement the work to be done, the parties shall adapt the agreement accordingly in good time and in mutual consultation.
2. If parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. Service provider will inform client of this as soon as possible.
3. If the amendment of or addition to the agreement has financial and/or qualitative consequences, service provider shall inform client thereof as soon as possible.
4. If the parties have agreed on a fixed fee, service provider shall indicate to what extent the change or supplement to the agreement will result in an increase of this fee.

Article 12 - Force Majeure

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure of the service provider to perform any of his obligations to the client cannot be imputed to

the service provider in the event of a circumstance independent of the will of the service provider, as a result of which the performance of his obligations to the client is wholly or partly impeded or as a result of which the performance of his obligations cannot reasonably be required of the service provider. Such circumstances shall include failure of suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.

2. If a situation as referred to above arises as a result of which service provider cannot meet his obligations towards client, these obligations shall be suspended as long as service provider cannot meet his obligations. If the situation referred to in the preceding sentence has lasted 30 calendar days, the parties shall have the right to dissolve the agreement in writing wholly or in part
3. In the case referred to in the second paragraph of this article, Service Provider shall not be obliged to compensate any damage, even if Service Provider enjoys any benefit as a result of the force majeure situation.

Article 13 - Transfer of Rights

1. Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision shall be considered a clause with property law effect as referred to in Article 3:83, para. Civil Code.

Article 14 - Warranty

1. The parties have entered into an agreement with a service character, which for InvestigateHonorKilling only contains an obligation of effort and therefore no obligation of result.

Article 15 - Copyright in translations

1. Unless expressly agreed otherwise in writing, the copyrights to translations produced by InvestigateHonorKilling shall pass to the Client at the time that the Client has fulfilled all of its financial and other obligations to InvestigateHonorKilling with respect to the assignment in question.

Article 16 - Reservation of ownership, right of suspension and right of retention

1. The goods present at the principal's premises and the goods and parts delivered shall remain the property of the service provider until the principal has paid the entire agreed price. Until that time, service provider may invoke its retention of title and take back the goods.
2. If the agreed amounts to be paid in advance are not paid or not paid on time, the service provider is entitled to suspend the work until the agreed part is paid. In that case there is a question of creditor's default. In that case a late delivery cannot be held against the service provider.
3. Service Provider shall not be entitled to pledge or otherwise encumber goods subject to its retention of title

4. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the service provider has the right of retention. The goods shall then not be delivered until the principal has paid in full and in accordance with the agreement.
5. In the event of client's liquidation, insolvency or suspension of payment, client's obligations shall become immediately due and payable.

Article 17 - Joint and several liability

1. If the order is made by more than one client, all clients shall be jointly and severally liable for the performance of all obligations under these general terms and conditions and the present agreement.

Article 18 - Liability

1. Any liability for damage arising from or related to the performance of an agreement shall always be limited to the amount paid out in the case in question by the (professional liability) insurance policy(ies) taken out. This amount shall be increased by the amount of the excess under the relevant policy.
2. The limitation of liability shall also apply if the service provider is held liable for damage resulting directly or indirectly from the improper functioning of the equipment, software, data files registers or other items used by the service provider in the execution of the order.

Article 19 - Liability of the principal

1. If an order is given by more than one person, each of them shall be jointly and severally liable for the amounts owed to the service provider on account of that order.

Article 20 - Indemnification

1. The principal shall indemnify the service provider against all third party claims related to the goods and/or services supplied by the service provider

Article 21 - Duty to complain

1. Client is obliged to immediately report complaints about the work done in writing to service provider. The complaint shall contain a description of the shortcoming that is as detailed as possible, so that service provider is able to respond adequately.
2. In any case, a complaint cannot lead to the obligation of service provider to perform other work than agreed upon.

Article 22 - Intellectual property

1. Unless the parties have agreed otherwise in writing, service provider shall retain all intellectual absolute rights (including copyright, patent right, trademark right, drawings and models right, etc.) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, scale models, etc.
2. The said intellectual absolute rights may not be copied to third parties and/or made available or otherwise used without the written consent of service provider.

3. Client undertakes to keep confidential the confidential information made available to him by service provider. Confidential information shall in any case be taken to mean that which is covered by this article, as well as the company data. Principal undertakes to impose on his personnel and/or third parties involved in the execution of this agreement a written obligation of confidentiality with the scope of this provision.

Article 23 - Secrecy

1. Client shall keep secret the information (in whatever form) received from Service Provider and all other information concerning Service Provider that Client knows or reasonably suspects to be secret or confidential, or information that Client can expect that its dissemination may cause damage to Service Provider, and shall take all necessary measures to ensure that Client also keeps said information secret.
2. The obligation of confidentiality mentioned in paragraph 1 of this article shall not apply to information:
 - a. which at the time when the ordering customer received such information was already in the public domain or afterwards became public without a violation of an obligation of confidentiality;
 - b. of which the ordering customer can prove that this information was already in his possession at the time of provision by the service provider;
 - c. that the Client has received from a third party where that third party was entitled to provide that information to the Client;
 - d. which is disclosed by Client pursuant to a legal obligation.
3. The confidentiality obligation described in this article shall apply for the duration of this agreement and for a period of three years after its termination.

Article 24 - Penalty clause

1. If the principal violates the article of these general terms and conditions regarding confidentiality or intellectual property, the principal shall forfeit to the service provider an immediately payable fine of € 1,000 for each violation and in addition an amount of € 500 for each day that the violation continues. Forfeiture of this penalty shall not require prior notice of default or judicial proceedings. It is also not necessary for there to be any form of damage.
2. The forfeiture of the penalty referred to in paragraph 1 of this article shall not affect the other rights of service provider including its right to claim damages in addition to the penalty.

Article 25 - Amendment of general conditions

1. Investigate HonorKilling is entitled to amend or supplement these terms and conditions.
2. Changes of minor importance may be made at any time.
3. Major content changes will (Investigate HonorKilling will discuss with the client in advance as much as possible.
4. Consumers are entitled to terminate the contract in the event of a substantial change in the general conditions.

Article 26 - Applicable law and competent court

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. If in a legal procedure one or more provisions of these general conditions are considered unreasonably onerous, the other provisions shall remain in full force.
3. The Dutch court in the district where InvestigateHonorKilling has its registered office is exclusively competent to take cognizance of any disputes between parties, unless the law imperatively dictates otherwise.

InvestigateHonorKilling

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