

FREEBIZZNET GENERAL CONDITIONS FOR THE PERFORMANCE OF PROFESSIONAL SERVICES AND CONSULTANCY ASSIGNMENTS

1. General

The general conditions apply to all offers, activities, tenders and agreements for organisational advice or other consultancy and/or advice between Freebizznet b.v. ("Freebizznet") and clients or their legal successors.

2. Basis for offers

Offers from Freebizznet are based on the information furnished by the client. The client guarantees that to the best of his knowledge he has supplied all essential information for initiating and performing the assignment. Freebizznet will render the advisory services to the best of its knowledge and ability and in accordance with the requirements of good professional practice. This undertaking is in the nature of a 'commitment to give one's best efforts'; no guarantees of achieving the intended results can be given.

3. Client's provision of information, staff and working space

To enable the assignment to be performed effectively and to schedule, the client will provide all the documents and data that Freebizznet requires in good time. This also applies to making available, if needed, appropriate staff from the client's own organisation who are or will be involved in the activities of Freebizznet.

4. Involvement of third parties in performing the assignment

Freebizznet uses either its own staff or staff from affiliated companies (third parties), or a combination thereof in the performance of assignments. may only be called upon by the client or by Freebizznet on the assignment by mutual consultation and agreement.

5. Personnel

5.1 Changes to the advisory team

Freebizznet may alter the composition of the advisory team in consultation with the client, if Freebizznet consider this to be necessary for the performance of the assignment. The alteration must not diminish the quality of the advisory services to be provided nor adversely affect the continuity of the assignment.

Changes to the advisory team may be made at the client's request in consultation with Freebizznet.

5.2 Recruitment or appointment of each other's personnel

Neither party may recruit the other party's personnel during the performance of the assignment, nor within one year of its termination, nor negotiate with such personnel concerning employment, other than in consultation with the other party.

6. Fees and costs for the assignment

The offer will indicate whether the fees, and the costs estimates based on these, include the secretariat's costs, travelling time, and costs of travelling, accommodation expenses and other costs associated with the assignment. In so far as these costs are not included, they may be offered for and charged separately.

Any interim change to the level of wages and costs that requires Freebizznet to adjust its rates or other reimbursements will be passed on to the client.

The fees do not include any interest charges, unless otherwise indicated in the offer.

7. Conditions of payment

The fees, and costs as described in clause 6 which are not included in the fees, are charged monthly, or on a term as otherwise stated in the Freebizznet offer. Payment must be made within 15 days of the date of the invoice.

If payment has not been made within the due date, the client is automatically in default without any notification of proof of default being required, and an interest rate of 2% per month of the outstanding amount will be charged on any outstanding balance. When the client is in default, Freebizznet is entitled to suspend the performance of the assignment on the grounds of uncertainty.

If the client is in default or in some other way falls short in meeting one or more of its commitments, all reasonable costs incurred in obtaining satisfaction will be for the clients account, judicial as well as extra-judicial.

If the assignment has been awarded by more than one client organisation or legal entity, all of the client organisations and legal entities will be jointly and severally liable for compliance with the commitments as indicated in this clause, regardless of the party named in the statement.

8. Modifications to the assignment or additional work

The client accepts that the planning of the time to be spent on the assignment may be affected if the parties meanwhile agree to expand or alter the approach, methodology or scope of the assignment and/or the activities arising from it. If the interim modification affects the agreed fee or reimbursement of costs, Freebizznet will notify the client to this effect as quickly as possible. If an interim modification to the assignment or the performance of the assignment arises through the agency of the client, Freebizznet will make the necessary adjustments if the quality of the service so requires. If such a modification leads to additional work, this will be confirmed to the client as an additional assignment.

9. Duration and completion of the assignment

A wide range of factors over and above the efforts of the advisory team may affect the duration of the assignment. It is therefore not possible for Freebizznet to indicate precisely in advance how long it will take to perform the assignment.

In financial terms, the assignment is complete as soon as the final invoice has been approved by the client. The client must therefore notify Freebizznet to this effect within 15 days of the date of the final invoice. If the client fails to indicate within this period that there is an issue, the final invoice will be deemed to have been approved.

If the client wishes a certified public accountant (CPA) to check Freebizznet's invoice, Freebizznet will cooperate. The costs of a check of this kind will be paid for by the client.

10. Interim termination of the agreement

The parties may unilaterally terminate the agreement prematurely, if one of the parties is of the opinion that the assignment can no longer be performed in accordance with the confirmed offer and any subsequent additional assignment specifications.

Supporting reasons must be given and notified in writing to the other party.

If premature termination is initiated by the client, Freebizznet will be entitled to compensation for the accompanying and demonstrable loss of capacity utilisation, taking the average monthly statement up to that time as a basis.

Freebizznet will only use its power to terminate prematurely if it can not in all reasonableness be expected to complete the assignment as a result of facts and circumstances beyond its control or not attributable to Freebizznet.

Freebizznet will retain entitlement to payment of invoices for work performed up to that date, with the provisional results of the work performed up to that date being made available conditionally to the client. Any additional costs occurred will be charged.

In the event of either party going into liquidation, applying for suspension of payment or ceasing to operate the business, the other party will be entitled to terminate the assignment without observing a notice period, with all rights reserved.

11. Intellectual property

Any models, techniques, instruments, including software and software applications provided on the internet (web applications) that are used in the performance of the assignment and are included in the research results, are and remain Freebizznet's property. Publication of such is therefore only possible after obtaining Freebizznet's written consent. The client has the right to copy documents for use within its own organisation, in so far as this is appropriate within the objective of the assignment. In the event of interim termination of the assignment, the above applies likewise.

12. Confidentiality

Freebizznet is obliged to keep secret with regard to third parties all information regarding the client. Within the context of the assignment, Freebizznet will take all possible precautions to protect the client's interests. The client will not communicate to third parties about the approach adopted by Freebizznet, its methodology or the like, or make the Freebizznet report available to any third party without Freebizznet's consent.

13. Liability

Freebizznet will be liable for any shortcomings in the performance of the assignment, in so far as these are the result of Freebizznet's failure to take due care or to apply the expertise or professional skill that may be expected in making recommendations within the context of the assignment. Liability for the damages caused by the shortcomings will be limited to the amount of the fees received by Freebizznet from the client for its work on the assignment.

In the case of assignments that have lasted for more than six months, the said liability is further restricted to the amount

invoiced over the last six months. Any claims by the client within the said sense must have been submitted within twelve months of their discovery, and failure to do so causes the client's rights to lapse.

14. Governing law

Dutch law will apply exclusively to this agreement.

15. Settlement of disputes

All disputes arising from the implementation of the present agreement or any later agreements that might arise from it will be decided in accordance with the regulations of the Dutch Arbitration Institute in Rotterdam, the Netherlands.

Last modified:

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