



## Article 1: Applicability

These terms and conditions are part of and are applicable to all contracts of IMC Corporate Licensing BV and/or companies of which IMC Corporate Licensing BV owns 100% of the shares (hereafter referred to as "IMC") and third parties, unless otherwise agreed in writing.

## Article 2: Definitions

**IMC:** IMC Corporate Licensing BV and/or companies of which IMC Corporate Licensing BV owns 100% of the shares.

- **Client:** Every party, individuals and companies that order(s) IMC to deliver services or products.
- **Service:** Every activity performed by IMC for one or more Clients
- **Project registration:** The document, form, e-mail or other suitable written communication that serves as registration by IMC for the services ordered by the Client

## Article 3: Project registration

At start of the project the Client will send a project registration to IMC and IMC will confirm the project registration by written communication in a corresponding way.

## Article 4: Services

Contracts regarding the delivery of services by IMC are formal as soon as the terms and conditions for the delivery of services, which will contain at least a definition of the services to be delivered and the fees that the Client(s) will owe IMC, have been agreed to in writing.

If IMC agrees to deliver services she will make all efforts that can be reasonably expected to deliver the services.

IMC is at all times allowed to terminate the delivery of services if she notifies the Client of her motives orally or in writing.

If the Client consists of more than one party, each individual party is liable for the liabilities of the Client that are a result of the written contract between IMC and the Client.

## Article 5: Costs

If the services of IMC require a written report, IMC will provide a digital file of the report to the Client and in addition a maximum of two printed copies on request. If the Client requires more than two printed copies IMC will invoice the Client for the additional cost.

Travelling expenses and daily allowances, in- and outside the Netherlands, of IMC personnel that deliver the services, are covered by the Client and are not part of the fee that IMC receives for the services, unless agreed otherwise in writing between parties.

All fees and/or prices used by IMC in contracts, quotations, invoices, etc. are excluding VAT, unless stated otherwise in writing.

## Article 6: Payment

Unless otherwise agreed in writing Client will pay all invoices within 14 days of the invoice date. If IMC does not receive the entire invoiced amount including VAT within this period the client immediately is in violation without a written notification by IMC, and IMC is allowed to defer the delivery of services to Client until all payments are received, or to terminate the delivery of all services to the client.

Starting on the date that the Client is in violation, the Client owes IMC the invoiced amount including interest; the interest rate is based on the legally levied rate according to Dutch law.

## Article 7: Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights resulting from activities by IMC as part of the services of IMC to the Client are owned by IMC. The Client receives the right to use the results of the services delivered by IMC for its intended purposes.

The Client is not allowed to use the results of the services delivered by IMC for purposes other than its intentions at the moment the agreement was signed, unless agreed otherwise in writing.

## Article 8: Confidentiality

All information supplied by the Client will be treated, as far as this can be reasonably expected, as confidential by IMC. If the services of IMC require disclosing confidential information to third parties, IMC complies with the confidentiality terms if IMC signs a written confidentiality agreement with this third party prior to disclosing the information.

## Article 9: Liability

IMC acts in good faith and delivers her services to the best of her knowledge and accepts no liability, of any kind, for the results of her services or activities, unless IMC is intentionally at fault.

If IMC were to accept any liability for damage to the Client as a result of actions or services performed by IMC, or the lacking thereof, this liability is limited to the amount for which IMC has invoiced and received payment from the Client.

## Article 10: Applicable Law and Disputes

The interpretation and application of these terms and conditions is according to Dutch Law. In case of a dispute regarding the interpretation or application of these terms and conditions parties will first try to reach an agreement outside of court. If this does not lead to a mutually satisfactory outcome, the dispute will be placed before the district court in Rotterdam, the Netherlands.