

General Terms and Conditions

Coebergh Communicatie & PR
Leidsegracht 38-40
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The Netherlands

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APPLICABILITY

Article 1

These General Terms and Conditions shall apply to all legal relationships between Coebergh Communicatie & PR (to be referred to further as: 'CC&PR') and the Customer, to the exclusion of the Customer's general or other terms and conditions. These General Terms and Conditions of CC&PR may only be deviated from if this has been agreed on in writing by the parties.

DURATION AND END

Article 2

Each agreement for CC&PR to perform work shall be entered into with the Customer for an indefinite period of time, unless the parties jointly agree on a definite period. For each agreement for an indefinite period, the parties shall in mutual consultation determine a notice period for terminating that agreement, but this notice period shall not be shorter than three months.

Article 3

A party may only terminate an agreement for a definite period early if the other party has not fulfilled one or more material obligations which it has. The notice must be in writing, with due observance of a notice period of two months for instructions with a period up to one year and of three months for instructions with a term longer than one year.

FEES, COSTS AND INVOICES

Article 4

Unless another manner of payment has been agreed on, CC&PR's fees and invoices shall, at CC&PR's option, be based either on the hourly rates indicated to the Customer or on a retainer fee. CC&PR shall be entitled to adjust its hourly rates for inflation through indexation, but at most once a year. The increases referred to in the previous paragraph shall not be charged until the Customer has been given written notice of them. If work is performed pursuant to budgets agreed on beforehand with hourly rates as the basis, CC&PR undertakes to adhere to these budgets, subject, however, to the provisions in Article 5 concerning administrative overheads and third-party costs. If there is such a budget, deviations shall only be permissible in connection with indexation as described above or in the event of an interim change in the instruction by the Customer. All fees, including retainer fees, charged and budgeted shall be exclusive of VAT.

Article 5

In addition to the fees and invoices referred to in Article 4, CC&PR may charge the Customer for administrative overheads and costs of third parties which CC&PR engages to carry out the instruction furnished to it. 'Administrative overheads' shall include (but not be limited to) telephone, fax, postage, copying, media cutting, travel and accommodation expenses. 'Third-party costs' shall include (but not be limited to) any invoiced administrative overheads, purchasing costs and fees of third parties. In deviation from the provisions in Article 4 regarding the hourly fees applied in a budget, administrative overheads and third-party costs shall always be charged to the Customer if they exceed the amounts included in a budget. All agreed and budgeted amounts shall be exclusive of VAT.

Article 6

Subject to the provisions in Articles 4 and 5, if it is foreseeable to CC&PR that the budget approved by the Customer will be exceeded, CC&PR must timely inform the Customer of this.

Article 7

CC&PR shall be entitled to ask the Customer for an advance on its fees, retainer fees and passed-on third-party costs.

Article 8

Each month, CC&PR shall invoice the fees (or retainer fees), administrative overheads and third-party costs owed for the previous month, unless otherwise agreed with the Customer. An advance paid may be subtracted from this by mutual agreement. Invoices must be paid within 14 days of the invoice date. If the amounts owed are not paid on time, the Customer shall be in default by operation of law. If the Customer fails to pay any amount, it shall owe CC&PR default interest on the amount owed from the date the default occurs. This default interest shall equal the commercial interest under Article 6:119a, Dutch Civil Code. If the Customer is a natural person, default interest equal to the statutory interest under Article 6:119, Dutch Civil Code, shall apply. If the Customer fails to fulfill one or more of its obligations, the costs to obtain payment extrajudicial shall be paid by the Customer. These extrajudicial collection costs shall be fixed at 15% of the unpaid amount, with a EUR 50 minimum.

SUSPENSION

Article 9

CC&PR shall be entitled to suspend performance of the instruction:

- if the Customer fails to fulfill any payment or other obligation under a legal relationship existing between CC&PR and the Customer;
- once CC&PR has a well-founded fear that the Customer will not or cannot completely fulfill its obligations under the legal relationship existing between CC&PR and the Customer. In the event of suspension by CC&PR in accordance with the foregoing, the Customer shall not have any claim whatsoever to compensation. All demonstrable costs ensuing from the suspension shall be paid by the Customer.

CONFIDENTIALITY

Article 10

CC&PR undertakes to maintain the confidentiality of anything which it learns in performing its work and the confidential nature of which it may be deemed to recognize, unless this information is already accessible to the public through no fault of CC&PR's. CC&PR shall only be entitled to breach this confidentiality with the Customer's permission and/or based on any obligation imposed on it by law.

INTELLECTUAL AND INDUSTRIAL PROPERTY

Article 11

All intellectual and industrial property rights regarding works and/or goods produced by CC&PR before or during the performance of an instruction shall be held by CC&PR. The same shall apply to the intellectual and industrial property rights concerning works and/or goods produced by third parties sub-contracted by CC&PR. Unless otherwise agreed with the Customer, CC&PR shall likewise continue to own items produced by or for CC&PR. Unless otherwise agreed in writing, the Customer shall only acquire a right to use the goods produced for the period agreed on with CC&PR and for the purpose agreed on with CC&PR. CC&PR shall not assume any liability whatsoever for any infringements of third-party intellectual property rights ensuing from the performance of the instruction. The Customer shall indemnify CC&PR against such liability.

PROPERTY OF THE CUSTOMER

Article 12

CC&PR shall act with due care regarding items entrusted to it by or on behalf of the Customer, but shall not assume any liability whatsoever in this connection, such as, for example, for the loss of, damage to or destruction of goods entrusted to it by or on behalf of the Customer. The Customer shall be deemed to have adequately insured the goods referred to in this Article at its own expense and risk.

RESPONSIBILITY

Article 13

CC&PR shall review its work against generally applicable statutory regulations and standards and generally applicable rules and customs in the industry. The Customer shall have final responsibility for the substance of the communications in connection with the performance of an instruction. If a complaint is filed against the Customer, the Customer shall, in consultation with CC&PR, decide on the manner of defence against this. If CC&PR is sued as well, CC&PR shall be entitled to put forward an independent defence, if desired, separately from any defence by the Customer. In such a case, the Customer must reimburse the costs reasonably incurred by CC&PR in connection with the defence raised.

Article 14 Differences between, on the one hand, the work delivered by CC&PR to the Customer and, on the other hand, the original designs, drawings, copy or models, or typesetting, galley or other proofs may not constitute a reason for rejection, a discount, compensation or rescission of the agreement by the Customer if these differences – viewed in the light of the instruction as a whole – are minor.

Article 15

With respect to printed materials, delivery of more or fewer printed materials than agreed shall be permissible if this does not amount to more or less than 10% for a print run up to 20,000 items and 5% for a print run of 20,000 items or more. In the case of more materials being delivered, the Customer must also pay CC&PR for the costs of the additional materials.

LIABILITY

Article 16

CC&PR shall only be liable for direct damage caused by a breach by CC&PR of any material obligation it has towards the Customer. CC&PR shall not be liable under any circumstances for lost profits, consequential damage or indirect damage, unless there have been deliberate acts/omissions or willful recklessness by CC&PR, its managers or its employees. CC&PR's liability towards the Customer in such cases shall be limited to the fee to which CC&PR is entitled for the portion of the instruction performed resulting in the damage.

CC&PR shall not be liable for differences, mistakes or defects, which went unnoticed in the proofs approved or corrected by the Customer. CC&PR shall also not be liable for damage to property or otherwise for the Customer or third parties, including, but not limited to employees of the Customer or third parties that have been engaged, which arises through or in connection with the performance of the instruction. The Customer must take out and maintain adequate insurance in connection with the liability, which it has under this Article.

INDEMNIFICATION

Article 17

The Customer shall indemnify CC&PR against any third-party claims relating to or ensuing from the legal relationship existing between CC&PR and the Customer.

DELIVERY TERMS AND CONDITIONS FOR OUTSOURCED WORK

Article 18

With regard to work, which is outsourced by CC&PR to third parties, the terms and conditions in effect at that time for that work shall apply in addition to these General Terms and Conditions. CC&PR shall outsource such work in the Customer's name and at the Customer's expense. CC&PR shall therefore represent the Customer with respect to the formation of the agreement between the third party concerned and the Customer. Disputes concerning work outsourced to third parties shall constitute disputes between the Customer and these third parties, without CC&PR being a party to them; if necessary, however, CC&PR shall advise the Customer or, at its request, represent it.

CC&PR shall exercise great care in selecting third parties for the work to be outsourced, but shall not assume any liability whatsoever for the work of these third parties and may also never be held liable for the quality of and/or any omissions by these third parties in the case of outsourced work.

FORCE MAJEURE

Article 19

If performance of the instruction furnished depends on the availability of one of CC&PR's employees and this person is unable to carry out the agreed work, this shall be considered a temporary situation of force majeure for CC&PR. The agreement shall remain intact, and CC&PR's obligations, which directly relate to the work by the aforementioned person shall – insofar as possible – temporarily be taken over by a colleague. If this is not possible, the work shall temporarily be suspended. CC&PR shall not assume any liability for the potential damage ensuing from this suspension (temporary force majeure situation).

APPLICABLE LAW

Article 20

All legal relationships between the Customer and CC&PR shall be governed by Dutch law. Any disputes shall exclusively be submitted to the judgment of the competent court in Amsterdam.