



## Terms of Engagement as per June 2016

TGO Consulting is a trading name of JBLH B.V., a company with limited liability, registered in The Netherlands with corporate registration (KvK) number 63506300.

These Terms of Engagement are applicable to any engagements awarded to TGO Consulting and to any legal relationship that arises as a result thereof or in connection therewith, persons affiliated with TGO included. Any assignment by a client is given to TGO Consulting and not to any individual consultant. The applicability of any general terms and conditions of the client are specifically excluded.

Unless otherwise explicitly agreed in writing, it is not permitted to share any written material or presentations produced by TGO Consulting with any third party. Violation of this paragraph will result in a penalty of ten times the applicable project fee, increased with legal costs incurred.

By providing TGO Consulting with data, the client consents to the processing of such data, explicitly including personal data, within the TGO Consulting organisation, including affiliates. TGO Consulting guarantees that the non-disclosure agreement will apply to all persons handling such data within its organisation. The client also consents to the use of any method of communication customarily used at that time, including in particular the Internet and e-mail.

TGO Consulting may store any data relating to client in the cloud. In doing so TGO Consulting will use a reputable cloud storage provider. TGO Consulting will not be liable for any damage resulting from any data leaked or stolen from the cloud.

TGO Consulting provides advice and guidance to its client, who is leading in all situations. Client will not hold TGO Consulting, persons affiliated with TGO Consulting or individual consultants liable for any damage that might arise out of its advice to client and will indemnify TGO Consulting for any third-party claims arising out of its advice to client.

If TGO Consulting involves a person not associated with TGO Consulting in connection with its services for a client, TGO Consulting will not be liable to the client for any error or omission made by that person. By requesting TGO Consulting to provide services, the client gives TGO Consulting authority to accept a limitation of liability stipulated by that person on behalf of the client.

If no fee has been agreed in writing prior to the start of work, fees will be based on the standard applicable rates per day with a minimum of one day. All fees quoted exclude value added tax. Unless agreed otherwise in writing, all costs incurred by TGO Consulting in carrying out the assignment are separately charged to the client with no surcharge.

Unless agreed otherwise in writing, a client will be invoiced proportionally on a monthly basis for the work carried out. Full payment is due within a period of 30 days starting on the date of the invoice. If full payment is not made within this period, TGO Consulting may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate as well as costs incurred by TGO Consulting to collect payment, including legal costs. An advance payment of the fee may be requested at any time for work that will be carried out. TGO Consulting has the right to suspend work if the client falls behind in payment of fees. All work carried out by TGO Consulting will then remain with TGO Consulting until full payment has been received. TGO Consulting will not be held liable for any consequence of suspension of work due to the situation described above. Even in the event of suspension of work, client still is eligible for the full amount as if the project had been completed. If any provisions in these general terms of engagement are void or revoked by the courts, the remaining provisions remain in force. TGO Consulting and the client shall negotiate substitute provisions that are in line with the original provisions in terms of purpose and scope.

Unless otherwise explicitly agreed in writing, all engagements for speaking and workshops will be non-binding and may be cancelled by both parties in writing up to four weeks prior to the event. In case of cancellation none of the parties will be entitled to damages or can be held liable for any costs occurred. In case of cancellation less than four weeks prior to the event, the client will be accountable for 50% of the agreed fee plus any out of pocket costs already made by TGO Consulting. If due to unforeseen circumstances TGO Consulting must cancel a speaking/workshop engagement less than four weeks prior to the event, TGO Consulting will offer an alternative date and will apply a 50% discount on the speaking fee. TGO Consulting will never be liable for any costs occurred by the client regarding the cancellation.

All legal relationships with TGO Consulting, as well as any claim for liability, is exclusively governed by the laws of the Netherlands. Disputes are resolved exclusively by the courts in The Hague, the Netherlands.