



EMG General Terms & Conditions

1. General

- 1.1 The General Terms & Conditions set out below apply to all work undertaken by The European Marketing Group B. V. ("EMG") on behalf of its Clients and override the applicability of any general terms and conditions of the Client unless EMG and the Client mutually agree in writing to a variation in these General Terms & Conditions.
- 1.2 Prior to commencing work for a Client EMG require written confirmation of client instructions and acceptance of quoted prices, either by signed Letter of Engagement or Consultancy Contract, together with a formal Purchase Order and approved Work Programme (or 'Scope of Work'-document).

2. Prices

- 2.1 All prices quoted by EMG are based on time required to meet the Client's stated needs based on the information and documents provided by the Client. The Client is responsible for and guarantees the correctness and completeness of the information and documents provided by it to EMG and EMG will be entitled to rely on such as the basis of its quotation.
- 2.2 Quotations are subject to review if the needs of the Client change.
- 2.3 All quotations are valid for 30 days, unless revoked earlier by EMG, and are subject to review thereafter.
- 2.4 Routine disbursements, including telephone, post, email, copying and office materials are included in the fees quoted.
- 2.5 Unless specifically included in fees quoted, non-routine disbursements, including couriers, design/DTP, photography, printing, scanning, colour copying and other 3rd party costs will be charged as additional items plus a handling charge as agreed upon in the Letter of Engagement.
- 2.6 All travel, subsistence & general expenses are charged at cost plus a 10% handling charge.
- 2.7 Any major items will be agreed in advance with the Client.
- 2.8 All prices are quoted in Euros and exclude VAT.

3. Delivery Dates

- 3.1 Delivery dates specified in quotations are to be regarded as target dates and not a fixed deadline, unless this has been expressly agreed in writing by EMG with the Client.
- 3.2 The period within which work must be completed will only commence once the Client has provided the required documentation or information, and after full receipt by EMG of the agreed advance payment, if any.

4. Invoicing

- 4.1 EMG will issue invoices for all fees in advance as agreed with the Client. Invoices for all programme costs, disbursements and travel, subsistence and general expenses will be issued monthly in arrears.
- 4.2 Invoices for one-off project costs will be issued 50% on commissioning and the balance on completion. Invoices for any major third-party costs (such as advertising space, exhibition stands, venues) will be issued on an estimated basis in advance of making any commitments on behalf of the Client.

- 4.3 EMG will include in invoices any Purchase Order information provided by the Client provided this does not cause any delay to the invoicing process.
- 4.4 EMG issues all invoices for payment in Euros unless agreed otherwise with the Client.

5. Payment

- 5.1 All invoices are due and payable net within 30 days of invoice date. If payment has not been received after the 30 day payment term, the Client is in direct default without any notification of default being required.
- 5.2 Interest is charged on overdue balances in accordance with Article 6:119a of the Dutch Civil Code (DCC) and judicial and extrajudicial costs will be charged in accordance with Dutch Law.
- 5.3 EMG reserves the right to suspend work in the event of non-payment of invoices.
- 5.4 Estimated invoices for major third-party costs are payable on receipt.

6. Approvals & Authorities

- 6.1 After obtaining general approval of the Work Programme, EMG will submit to the Client for specific approval:
 - Draft press releases, articles, photographs and captions
 - Copy, layout, artwork and/or scripts
 - Estimates of the cost of specific items in the programme
- 6.2 Written or oral approval by the Client of the items mentioned above will be taken by EMG as authorisation to proceed, and such approval will be taken as authorisation to enter into contracts with suppliers on the basis of those estimates.

7. Amendments & Cancellation

- 7.1 EMG will take all reasonable steps to comply with reasonable requests from the Client to amend or halt any plans or to reject or cancel any work in the process of preparation, insofar as this is possible within the scope of its contractual obligations to its suppliers.
- 7.2 Any amendments or cancellation will be implemented by EMG only on the understanding that the Client will be responsible for any costs or expenses incurred prior to or as a result of the cancellation or amendment, and which cannot be mitigated by EMG.

8. Indemnification

- 8.1 The Client guarantees the accuracy, completeness and reliability of all documents and information provided to EMG, including documents and information obtained by the Client from third parties, and indemnifies EMG against any and all actions from third parties that may arise from use by EMG of such documents and information in the execution of the agreed Work Programme.

9. Liability

- 9.1 Any liability of EMG for loss or damage suffered by the Client, in any way connected to, arising out of, or caused by a failure to execute the agreed Work Programme on time or properly, is limited to a maximum payment to the Client of the agreed fee for that part of the agreed Work Programme giving rise to the loss or damage.

- 9.2 EMG will not be held liable for any loss or damage resulting from any failure which is not attributable to EMG.
- 9.3 The Client is responsible for any additional fees and costs arising from a delay in the execution of the agreed Work Programme as a result of the required documents or information being provided late or incomplete by the Client.
- 9.4 EMG will not be liable for any consequential or indirect loss or damage (including loss of profit or business) in any way connected or caused by an error in the execution of the work by EMG.
- 9.5 EMG will at all times be entitled, if and as far as this is possible, to mitigate the loss or damage suffered by the Client.

10. Copyright

- 10.1 The copyright in all design, copy, artwork and other work produced by EMG or assigned to EMG rests initially with EMG. On payment by the Client of the relevant fees and charges in full, the copyright is automatically deemed to be assigned to the Client.

11. Intellectual Property

- 11.1 EMG reserves all rights relating to intellectual property which it uses or has used in the execution of the agreed Work Programme. Intellectual property includes but is not limited to computer programmes and software, system designs, working methodologies and databases.
- 11.2 The Client is expressly forbidden from reproducing, publishing or exploiting this intellectual property, or sharing it with any third parties.

12. Confidentiality

- 12.1 EMG acknowledges that, in the course of performing its duties, it may have access to information relating to the Client that is of a confidential and/or proprietary nature. Such proprietary information may include, but is not limited to, software, trade secrets, know-how, inventions, techniques, processes, programmes, schematics, data, customer lists, financial information and sales and marketing plans.
- 12.2 EMG will at all times maintain in the strictest confidence and trust all such proprietary information. This commitment will not apply to any proprietary information which is already generally known or available or which becomes generally known or available or is received from another source without confidentiality obligation.
- 12.3 The Client acknowledges that all similar proprietary information provided by EMG to the Client is similarly confidential and the Client is required to maintain its strict confidentiality at all times.

13. Non Solicitation

- 13.1 The Client is prohibited, without the prior written consent of EMG, to employ any EMG employees or otherwise make use of their services during the period in which EMG provides services to the Client as well as for a period of 12 months thereafter.
- 13.2 In the event the Client is in breach of the provision of paragraph 13.1 above, the Client will pay liquidated damages to EMG of EUR 25.000 for each violation established as well as EUR 1.000 for each day the violation continues.
- 13.3 The liquidated damages as provided in paragraph above will be considered a genuine pre-estimate of the anticipated loss and damages suffered by EMG as a result of the Client's violation.

14. Severability

- 14.1 If any provision of these General Terms & Conditions is found to be unenforceable this will not affect the validity or

enforceability of any other provision, and EMG and the Client will negotiate a mutually acceptable replacement provision consistent with the original intent.

15. Force Majeure

- 15.1 "Force Majeure" means unforeseeable and unavoidable causes beyond the reasonable control and without fault or negligence of EMG, including but not limited to natural disasters, war (declared or undeclared), acts of any governmental authorities, riot, terrorism, revolution, civil commotion, explosion and fire or epidemic.
- 15.2 Should EMG be unable to fulfil its obligations to the Client due to Force Majeure then EMG's obligations to the Client will be suspended and the agreed delivery dates will be extended by a period of time equal to the period the Force Majeure situation continues.
- 15.3 For delays and/or non-performance of any of EMG's obligations due to Force Majeure the Client will not be entitled to make any claim whatsoever against EMG, including any penalty, interest, damage or any other claim for the reimbursement of costs and expenses arising out of or in connection with Force Majeure.

16. Dutch Law

- 16.1 These General Terms & Conditions and any commercial relationship between EMG and its Clients are governed by Dutch Law unless explicitly agreed otherwise in writing by both EMG and the Client.

17. Disputes

- 17.1 Any and all disputes relating to any commercial relationship between EMG and its clients to which these General Terms & Conditions apply will be settled by the competent court of Zeeland, West Brabant, The Netherlands, the district in which EMG has its registered office.