
Article 1 General

1.1 These general terms and conditions of services and execution of work apply to all agreements between Mira Recherche & Adviesbureau and its client.

1.2 If and insofar as these general terms and conditions or the agreement concluded between Mira Recherche & Adviesbureau and the Client are deviated from, the deviations must be expressly agreed upon in writing.

1.3 General or standard terms and conditions used by the Client do not apply, unless they have been expressly accepted in writing by Mira Recherche & Adviesbureau.

1.4 All offers and quotations from Mira Recherche & Adviesbureau are without obligation, unless explicitly stated otherwise.

Article 2 Conclusion of the agreement

The agreement, under whatever name, is only concluded after Mira Recherche & Adviesbureau has accepted an assignment from the client. This acceptance can be evidenced both by the signed form 'order to perform work' of Mira Recherche & Adviesbureau and by the fact that Mira Recherche & Adviesbureau executes the agreement.

Article 3 Implementation

3.1 Mira Recherche & Adviesbureau is obliged to perform its services and activities to the best of its knowledge and ability, with due observance of the relevant laws and regulations.

3.2 When carrying out the work, it is not possible to guarantee that a certain result will be achieved.

3.3 Unless expressly agreed otherwise in writing, Mira Recherche & Adviesbureau is free to have the services and activities carried out in whole or in part by third parties. Mira Recherche & Adviesbureau remains the contractor at all times and is responsible for the quality of the services provided and the work performed.

3.4 The provisions of these general terms and conditions of services and performance of work that apply to the staff of Mira Recherche & Adviesbureau also apply to the third parties

referred to in Article 3.3.

Article 4 Research and advice

4.1 In the case of agreements for the performance of research, the client must indicate the purpose for which he is contracting and the destination of the research results when entering into the agreement. The client must have a legitimate interest in the assignment.

4.2 In the event that the Client contracts on behalf of a third party, it must demonstrate that it is acting in its capacity.

4.3 If staff of Mira Recherche & Adviesbureau discover a criminal offence, this will be reported to the client. The decision to report this criminal offence is taken by the client. This report will only be made by the staff of Mira Recherche & Adviesbureau at the request of the client and under the responsibility of the client. The client indemnifies Mira Recherche & Adviesbureau and its staff against all claims from third parties on account of such a report, regardless of whether Mira Recherche & Adviesbureau or its staff can be blamed for the report.

4.4 After an investigation has been carried out, Mira Recherche & Adviesbureau will issue a written report of its findings to the client. If desired, a conclusion and/or advice can be added to this report. Only what has been reported in writing will be considered as originating from Mira Recherche & Adviesbureau.

4.5 The report with research results is strictly confidential and exclusively intended for the client or the third party as referred to in Article 4.2. It may not be used for purposes other than those for which it is intended. The report or parts thereof, as well as the name of Mira Recherche & Adviesbureau and the client, may only be disclosed to third parties with the mutual consent of the parties.

4.6 Mira Recherche & Adviesbureau is not obliged to disclose its sources of information. The client waives any attempt to achieve such a goal.

4.7 Mira Recherche & Adviesbureau does not accept any responsibility or liability for actions or measures taken by the Client on the basis of an investigation report, conclusion or advice.

Article 5 Obligation to provide information

5.1 The Client is obliged to provide Mira Recherche & Adviesbureau with all data and information known to him, which may be important for the execution of the agreement. If necessary, the client will give Mira Recherche & Adviesbureau the opportunity to verify the information provided.

5.2 The Client undertakes to give Mira Recherche & Adviesbureau the opportunity to perform the agreed services and activities in a proper manner. The client will not perform any actions that prevent or hinder them.

Article 6 Duty of care

During and after the execution of the work, both Mira Recherche & Adviesbureau and the

client are obliged to surround the research data and results with such care as is required by their confidential nature. This care means, among other things, that the storage and storage of the research data is provided for in such a way that unauthorized third parties cannot reasonably become aware of it.

Article 7 Duty of confidentiality

7.1 Mira Recherche & Adviesbureau is obliged to maintain strict confidentiality of everything that has become known during the conclusion and execution of an agreement, unless there is a legal obligation to testify or if that information relates to a criminal offence and is provided to the police in accordance with the provisions of Article 4.3. The duty of confidentiality also extends to the identity of the client.

7.2 Mira Recherche & Adviesbureau imposes this duty of confidentiality on its own staff and on the third parties referred to in Article 3.3.

7.3 The duty of confidentiality shall continue in full force after suspension of the performance or termination of the agreement.

Article 8 Intellectual property

8.1 Mira Recherche & Adviesbureau reserves all rights with regard to products of the mind that it uses or has used in the context of the execution of the Client's assignment, insofar as they arise from the law. The intellectual property of the aforementioned products rests with Mira Recherche & Adviesbureau.

8.2 The Client is expressly prohibited from using, reproducing, disclosing or exploiting these products, including working methods, advice, questionnaires and other intellectual products of Mira Recherche & Adviesbureau, all in the broadest sense of the word, whether or not with the involvement of third parties.

Article 9 Equipment

9.1 If Mira Recherche & Adviesbureau makes equipment available to the Client or rents it out, which is used in the work and is stationed at the Client's premises, the Client bears the responsibility for any damage and/or loss of this equipment.

9.2 If the Client does not pay the rental instalments on time, Mira Recherche & Adviesbureau is entitled to take the equipment from the Client without further notice of default, even if this could frustrate the execution of the assignment.

Article 10 Payment

10.1 Mira Recherche & Adviesbureau has the right to demand cash payment of the invoice. If Mira Recherche & Adviesbureau so requires, the client is obliged to pay the total price for the services to be performed and work to be carried out in advance in whole or in part or to

provide other sufficient security. If such security is refused by the Client, Mira Recherche & Adviesbureau is free to consider the agreement as dissolved, without prejudice to Mira Recherche & Adviesbureau's right to compensation for work already performed and costs incurred.

10.2 Payment by the Client must take place within 14 days of the invoice date, without entitlement to discount or set-off.

10.3 Cancellation of work, including cancellation of registration for a training course/workshop of Mira Recherche & Adviesbureau, can take place free of costs up to 3 weeks before the performance of the work. Cancellation of work or a training/workshop must be done in writing. For cancellation of the aforementioned within 3 weeks to 14 calendar days before the start of the work or training, Mira Recherche & Adviesbureau is entitled to charge 10% of the total quotation or entire training amount. For cancellation within 14 to 7 calendar days before the start of the aforementioned work or training/workshop, 20% of the quotation or entire training amount will be charged. For cancellation within 7 to 2 calendar days before the start of the aforementioned work or training/workshop, 30% of the quotation or entire training amount will be charged. If cancellation takes place from 48 hours before the start of the work or the start of the training/workshop, the entire quotation or training amount will be charged.

10.4 If the Client is negligent in fulfilling its payment obligations, Mira Recherche & Adviesbureau is entitled to suspend its activities.

10.5 Everything owed by the Client is immediately due and payable if the Client fails to meet its payment obligations, becomes bankrupt, applies for a provisional or definitive suspension of payments, is placed under guardianship, if its goods and/or claims are seized by way of execution, and if it dies, goes into liquidation or is dissolved.

10.6 If staff of Mira Recherche & Adviesbureau are heard as witnesses about the services performed and work performed in legal proceedings, the client is obliged to reimburse the time spent on this testimony and the associated costs.

10.7 If the payment has not been made on time by the Client, Mira Recherche & Adviesbureau is entitled to proceed with the collection of the amount due without further notice or notice of default. All associated judicial and extrajudicial costs are at the expense of the client.

10.8 If the Client has not paid within the period referred to in Article 10.2, Mira Recherche & Adviesbureau will be entitled to charge the Client the statutory interest on the amount due from that date.

Article 11 Force majeure

For the purposes of these general terms and conditions, force majeure is understood to mean any circumstance beyond the control of Mira Recherche & Adviesbureau - even if it was already foreseeable at the time of the conclusion of the agreement - that permanently or temporarily prevents or delays the fulfilment of the agreement, as well as, insofar as not

already included: war, danger of war, civil war, riots, epidemics, fires, strikes, traffic disturbances, seriously obstructive weather conditions, mechanical failures of company assets and other serious failures in the business of Mira Recherche & Adviesbureau or its suppliers.

Article 12 Suspension and dissolution

12.1 In the event that Mira Recherche & Adviesbureau is prevented from fulfilling the agreement as a result of force majeure, Mira Recherche & Adviesbureau is entitled to immediately either suspend the execution of the agreement in whole or in part, or to dissolve the agreement in whole or in part, without Mira Recherche & Adviesbureau being obliged to pay any compensation.

12.2 If the Client does not fulfil, or does not comply properly or in a timely manner, with any obligation arising from the agreement concluded with Mira Recherche & Adviesbureau or from a related agreement, or if there is good reason to fear that the Client is or will not be able to fulfil its contractual obligations towards Mira Recherche & Adviesbureau, as well as in the event of bankruptcy, suspension of payments, shutdown or partial transfer of the Client's business, Mira Recherche & Adviesbureau is entitled to either suspend the execution of the agreement or to dissolve it in whole or in part without notice of default.

12.3 If, during the execution of the agreement, it appears that Mira Recherche & Adviesbureau should act in violation of the law, morality and/or decency, Mira Recherche & Adviesbureau is entitled to dissolve the agreement without notice of default.

12.4 In the event of suspension or dissolution, the Client is obliged to Mira Recherche & Adviesbureau to immediately pay for the work already performed and costs incurred and the work that could not be stopped immediately.

Article 13 Foreseeable damage

13.1 The Client is obliged to compensate all damage that arises to Mira Recherche & Adviesbureau or its staff as a result of circumstances of which the Client was aware or could reasonably have been aware when entering into the agreement and of which the Client did not inform Mira Recherche & Adviesbureau.

13.2 Both when entering into the agreement and during its execution, Mira Recherche & Adviesbureau is entitled to demand sufficient security from the client for the foreseeable damage described in article 13.1.

Article 14 Liability

14.1 Mira Recherche & Adviesbureau accepts no responsibility or liability for the actions or measures taken by the Client on the basis of the assignment, its execution, the investigation findings or any advice resulting from it.

14.2 Mira Recherche & Adviesbureau is never liable for damage that cannot be avoided with the method of working applied, if Mira Recherche & Adviesbureau is forced to work in this way of working by or on behalf of the client or by the urgency required, unless written objections have been expressed by or on behalf of the client to this way of working prior to

the work.

14.3 Mira Recherche & Adviesbureau is not liable for the non-performance or partial performance of the agreed work, if this is the result of force majeure. The foregoing does not affect the obligation of Mira Recherche & Adviesbureau to try to prevent and avoid force majeure situations as much as possible.

14.4 Mira Recherche & Adviesbureau is not liable for damage if the client has provided insufficient or incorrect information on the basis of which the services or activities to be performed by Mira Recherche & Adviesbureau have been determined and carried out.

14.5 Mira Recherche & Adviesbureau is not liable for damage if the client has not held Mira Recherche & Adviesbureau liable by registered letter within a period of two times 24 hours after the damage incident, and Mira Recherche & Adviesbureau, because the client has not made this notification within the said period, is limited in its ability to investigate the damage and its causes.

14.6 Mira Recherche & Adviesbureau is only liable to the Client for damage caused during or on the occasion of the execution of the agreement, if and insofar as the damage is the result of intent or gross negligence on the part of the staff or management of Mira Recherche & Adviesbureau and this liability is covered by its insurance. The intent or gross negligence must be demonstrated by the client.

14.7 The Client is liable for all damage that is caused to Mira Recherche & Adviesbureau and its staff in person by the Client or its employees during the execution of the assignment, as long as they or their goods are in the buildings or on the grounds of the Client.

14.8 If Mira Recherche & Adviesbureau is obliged to compensate the Client for the damage suffered pursuant to Article 14.6, this compensation shall not exceed the total amounts of the excess of its insurance and the payment made by the insurance.

14.9 Mira Recherche & Adviesbureau is never liable for damage other than that referred to in Article 14.6, in whatever way whatsoever, including all direct and indirect trading loss, consequential damage and damage due to loss of income of the Client.

Article 15 Indemnification

15.1 The Client indemnifies Mira Recherche & Adviesbureau against claims from third parties, if it appears that it is due to negligence on the part of the Client that these claims are exercised against Mira Recherche & Adviesbureau.

15.2 There will be negligence, among other things, if the Client does not comply with the obligations referred to in Article 4.5 and Article 6.

15.3 If Mira Recherche & Adviesbureau is held liable in this respect as a result of a measure taken or action taken by the Client against the persons involved on the basis of the investigation findings or an advice from Mira Recherche & Adviesbureau, it will be indemnified by the Client.

Article 16 Choice of law and jurisdiction

16.1 All agreements between Mira Recherche & Adviesbureau and the client to which these general terms and conditions apply are exclusively governed by Dutch law.

16.2 All disputes relating to agreements between Mira Recherche & Adviesbureau and its client, to which these general terms and conditions apply and which do not fall within the jurisdiction of the subdistrict court, will be settled by the competent court of the place where Mira Recherche & Adviesbureau has its registered office.

16.3 Contrary to the provisions of 16.2, the Client and Mira Recherche & Adviesbureau are entitled to submit disputes to a disputes tribunal.

Article 17 Final provision

These general terms and conditions of Mira Recherche & Adviesbureau were filed with the Chamber of Commerce in Tilburg on 6 August 2013.