

General terms and conditions

In these General Terms and Conditions, Assarwa refers to “MENA Business Consultants B.V.” and parent company “Assarwa B.V.”, legal entities established under Dutch law, registered at the Chamber of Commerce in The Hague under numbers 69092486 and 61860689 respectively, acting under the trade name “Assarwa – MENA Business Consultants”, with registered office in The Hague, the Netherlands.

In these General Terms and Conditions, Principal refers to the customer and/or its successor(s) providing the assignment to Assarwa.

These General Terms and Conditions have been adopted by Assarwa and filed with the Chamber of Commerce in The Hague. Any general purchase conditions or other general terms and conditions used by the Principal does not apply to the legal relationship between the Principal and Assarwa and are hereby expressly rejected.

1. Scope of the assignment, quotation

1.1 The scope of the assignment is determined by the description of the activities in the quotation, including all its subsequent and mutually accepted amendments.

1.2 The agreement for carrying out the assignment is deemed to be concluded when the Principal accepts Assarwa’s quotation or when Assarwa has commenced carrying out the assignment in accordance with the quotation. The agreement and its annexes contain all arrangements and agreements between the parties and replaces all other arrangements, commitments and agreements in this respect between the parties.

1.3 The nature of the assigned work shall be indicated in the quotation: advice, report, research, mediation, training, etc.

1.4 Unless stated otherwise in the quotation, Assarwa stands by its quotation during one month from the quotation date.

1.5 Amendments, additions and/or extensions of the assignment or deviations from the General Terms and Conditions are only binding after they have been agreed upon in writing between the parties and only relate to the specific assignment, for which they have been established.

1.6 The Principal uses the quotation by Assarwa and the knowledge and ideas of Assarwa contained in this quotation exclusively to decide on the granting of the assignment. This provision also applies to proposals for amending, supplementing and/or extending the assignment.

1.7 Unless expressly included in the quotation, investigations into the existence of third party patent rights, investigations into patenting possibilities, conclusion of agreements with third parties on behalf of the Principal or providing guarantees on behalf of the Principal are not part of the assignment.

2. Execution of the assignment, result

2.1 The assignment is carried out within the (estimated) period stated in the quotation in consultation with the Principal, unless this should be impossible. In case exceeding of the period is expected, Assarwa is obliged to consult as soon as possible with the Principal. Assarwa is not in default without notice of default by the mere expiry of the period.

2.2 The acceptance of the assignment implies that during the execution of the assigned work Assarwa solely undertakes obligations, which contribute to the goal of the assignment.

2.3 If the assignment (also) includes the delivery of a material or digital object, Assarwa gives with regard to this material or digital object no other guarantee than as described in the quotation.

2.4 Assarwa is not obliged to commence with the execution of the assignment before all necessary materials are made available by the Principal to Assarwa in the agreed form and numbers. The period referred to in article 2.1 is automatically extended by any delay that may be caused by this.

2.5 The Principal carries the risk of any misunderstandings with respect to the content and execution of the agreement, if these should be within reason for the Principals account or have been caused by missing specifications or specifications, which have not, incorrectly, not in time or incompletely been received by Assarwa or by other information given orally, by telephone or electronically by the Principal or a person designated by the Principal.

2.6 Assarwa informs the Principal of manifestly apparent deficiencies in the agreed assignment, which are according to Assarwa important for the Principal.

3. Non-disclosure

3.1 If so agreed, Assarwa undertakes to maintain confidentiality in respect of the Principals name and the results of the assignment, as provided by Assarwa to the Principal, except insofar it concerns not client specific content of lectures or training courses, publicly available information, calculation methods, software and experimental working methods, whose development was not directly intended for the assignment. With regard to analyses, research or literature searches, the obligation to observe non-disclosure is limited to the outcome of the executed analysis, research or literature study.

3.2 Unless otherwise agreed, Assarwa's non-disclosure obligation remains for two years in place from the date of the final invoice for the assignment. If required, Assarwa classifies the results, to which a non-disclosure obligation applies, in accordance with the provisions in this article in consultation with the Principal.

3.3 Assarwa is obliged to observe non-disclosure with respect to proprietary data of the Principal, which Assarwa acquires when carrying out the assignment and which the Principal has expressly designated as confidential. This non-disclosure obligation does not apply to:

– data and information, which were already in Assarwa's possession when the data was provided to Assarwa;

– data and information, which are or will be publicly known, without this being the result of any fault or omission by Assarwa;

– data and information, which Assarwa obtains in a rightful way from a third party or from its own research without using the confidential data in any way.

3.4 If any misunderstanding arises due to the Principal disclosing the results of the assignment, Assarwa is released from the non-disclosure obligation to the extent that is within reason required for Assarwa to clarify the results to third parties.

3.5 The non-disclosure obligation of Assarwa does not apply if and when Assarwa identifies a serious danger for persons or goods. In that case, Assarwa enters, if possible, in consultation with the Principal, before informing the persons or owners of the goods threatened and/or the competent authorities.

3.6 The Principals consent is required for engaging third parties for the execution of the assignment, if and insofar as this creates a foreseeable risk for the non-disclosure.

3.7 Only if this has been agreed upon in writing, Assarwa is obliged during the execution of the assignment to refrain from accepting assignments from third parties within the scope of the assignment.

4. Right to results

4.1 Within the scope of the assignment, the Principal has the full right to use the results of the assignment as provided by Assarwa to the Principal. This right of the Principal is exclusive for the period, in which Assarwa is obliged to observe non-disclosure in accordance with articles 3.1, 3.2 and 4.2.

4.2 In the period, in which Assarwa is obliged to observe non-disclosure in accordance with articles 3.1 and 3.2, Assarwa has the right to use the results of the assignment as referred to in article 4.1 solely within its organisation.

4.3 After expiry of the period, in which Assarwa is obliged to observe non-disclosure in accordance with articles 3.1 and 3.2, Assarwa has also the right to use the results as referred to in article 4.1 for third parties and to let third parties use them.

4.4 Without prejudice to the provisions in article 6.7, the Principal is entitled to or will be the owner of reports, drawings and other material objects, which are the result of the execution of the order and which are subject to Assarwa's copyright.

5. Disclosure

Without Assarwa's prior permission in writing, the Principal does not have the right:

1. to multiply and/or disclose wholly or partially a report, research or advice issued by Assarwa by having it printed, photocopied, put on an information carrier, in electronic form or in any

- other way, or to store it in another way, which gives third parties access to the content of the report, research or advice without consent of Assarwa;
2. to make a report, research or advice issued by Assarwa available for inspection outside the circle of persons who, taking into account the scope of the assignment, are directly interested parties;
 3. to use (or let others use) wholly or partially a report, research or advice issued by Assarwa for instituting claims, conducting legal proceedings, advertisements, negative publicity or acquisition in a more general sense;
 4. to use Assarwa's name in any context, when disclosing (parts of) a report, research or advice issued by Assarwa and/or for any of the purposes mentioned under c.

6. Price and payment

6.1 If a fixed price has been stated in the quotation, this price will be considered the agreed price. If no fixed price has been stated in the quotation, the Principal and Assarwa are deemed to have agreed that the amount to be paid will be determined by subsequent calculation on the basis of the rates agreed.

If no rates have been agreed upon in advance, the rates will be determined on the basis of Assarwa's customary methods. If a price list is mentioned in the quotation, the amount stated will merely indicate a non-binding cost estimate. In case of a period of one year or longer between the date of the quotation and the date on which the work (will) end, Assarwa has furthermore the right to index the part of the price of the assignment, which has not yet been invoiced, on each 1st of January in accordance with the annual adjustment of Assarwa's rates.

6.2 At the Principals request, Assarwa may limit the work to a maximum amount in case of assignments of € 15,000 and more with an expected duration of three months or longer. This releases Assarwa automatically of the obligation to continue the activities insofar as this does not lead to the exceeding of the maximum amount.

6.3 If no fixed price has been included in the quotation, the assignment involves an amount exceeding € 25,000 and on request of the Principal, Assarwa specifies on the invoice the man-hours and its rates, direct costs and, insofar as applicable, use of equipment and its rates as well as fees for the use of existing know-how.

6.4 Unless stated otherwise, all amounts mentioned by Assarwa in the quotation are excluding value added tax.

6.5 Assarwa reserves the right to send interim invoices. Assarwa may at all times demand payment in advance.

6.6 The Principal is obliged to pay the invoices in the currency mentioned in the quotation, without any right to deduction or settlement, within the period mentioned on the invoice and to pay both the statutory interest for trade agreements and the collection costs, if the Principal exceeds this payment period.

6.7 All items provided by Assarwa to the Principal within the framework of the assignment, including the material objects as referred to in article 4.4, remains the property of Assarwa until the amounts payable by the Principal to Assarwa in connection with the assignment have been paid in full.

7. Liability

7.1 Assarwa is only liable for damage or loss, which is the direct consequence of an act that can be attributed to Assarwa, in the fulfilment of its obligations. If, on account of the contractual liability referred to in the preceding sentence and/or for any other reason, Assarwa is liable, Assarwa is only liable for direct damage or losses of the Principal for no more than the amount of the price payable by the Principal under article 6.1.

7.2 Assarwa and/or persons employed by Assarwa are not liable for damage or loss, which the Principal suffers when applying or using the result of Assarwa's work, unless intent or gross negligence by Assarwa or the persons employed by Assarwa is present.

7.3 The Principal releases Assarwa and/or persons employed by Assarwa from all claims from third parties for damage or losses suffered by these third parties resulting from the application or use of the result of Assarwa's work by the Principal or another person, to whom the Principal has provided the said result, unless intent or gross negligence by Assarwa and/or persons employed by Assarwa is present.

7.4 In case persons employed by Assarwa are present on the premises of the Principal and/or third parties in connection with the assignment, Assarwa and/or persons employed by Assarwa will not be bound by access regulations and similar insofar as the Principals liability in this regard is wholly or partially limited.

7.5 Assarwa does not accept any liability for damage or losses, which arise due to the fact that the results of the activities lead to the results envisaged by the Principal.

7.6 Assarwa does not accept any liability for damage or losses, which are the result of defects in items supplied to Assarwa, including software, which Assarwa subsequently has supplied (in amended form) to the Principal, unless and insofar as Assarwa has recourse on its supplier for such damage or losses.

8. Miscellaneous

8.1 In case of activities in connection with the assignment on the premises of the Principal, the Principal provides Assarwa free of charge with auxiliary personnel and tools, if Assarwa has requested this in a timely fashion and beforehand.

8.2 When staying on premises of Assarwa, the Principal and/or its personnel is obliged to comply with the house rules, which apply for the users of these premises. The Principal ensures that its personnel acts in accordance with this provision.

8.3 If either the Principal or Assarwa fails to comply with this obligation under the agreement, the other party notifies the defaulting party of this in writing and allows the defaulting party a reasonable period to fulfil its obligations. In case the defaulting party again fails to fulfil its obligations within the stipulated period, its rights from the agreement will lapse and the other party will no longer be obliged to fulfil any of its own obligations.

8.4 Claims from the Principal against Assarwa resulting from or connected with the execution of the assignment by Assarwa and/or by persons employed by Assarwa fully lapse if such claims have not expressly been made known within one year from the date of the final invoice, unless the Principal shows that the Principal was unable to comply with the obligation to report within the stipulated period.

8.5 If Assarwa has in its possession any object of the Principal in order to carry out research on it, Assarwa is entitled to keep the object in its possession, until all amounts payable by the Principal in connection with the assignment have been paid in full, unless the Principal has provided adequate securities for these amounts.

9. Disputes

9.1 All disputes that might arise from the agreement or future related agreements will be submitted for exclusive settlement to the competent court in The Hague.

9.2 The agreement as referred to in article 1.2 is governed by Dutch law.

9.3 The Dutch version of these General Terms and Conditions and the agreements referred to in article 9.1 prevails over all other versions in case of disputes.

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