

Artikel 1. Definitions and applicability

- 1.1. Masters of Scale B.V. (“**MoS**”) is a private company with limited liability, incorporated under Dutch law. The customer is an individual or an organisation who receives services from MoS (**Order**).
- 1.2. All clauses in these general terms are applicable to all forms of services, modified services, consecutive services provided to customers by MoS, inclusive all accompanying or relating legal relationships.
- 1.3. The stipulations of these general terms and conditions apply to the legal relationship in which the person who, within or outside the limits permitted by these general terms and conditions, relies on the advice arising from or in connection with legal relationships as referred to in 1.2.
- 1.4. These general terms and conditions are stipulated for the benefit of any third party who, whether or not in employment, is engaged in the performance of any assignment or who is or may be liable in connection therewith.

Artikel 2. Nature and scope of contract, quotation and confirmation

- 2.1. Acceptance of an order and any modification, change and addition thereof is confirmed by a written confirmation to the customer. (“**MoS Confirmation of Order**”).
- 2.2. The nature and extent of an order is designated in a quotation or in the description of services of the resulting MoS Confirmation of Order. Any change, addition or modification is deemed to be part of this Confirmation of Order.
- 2.3. All orders are accepted exclusively by MoS and executed on behalf of MoS, even if it is the explicit or implicit intention that an order will be performed by a specific individual. Contrary to the provisions of articles 404, 407(2) and 409 of Book 7 of the Dutch Civil Code, MoS and other persons working for MoS, whether or not employed by it, shall not be personally bound, responsible or liable and the order will not end by their death, even if the order was intended to be executed by a specific individual.

Artikel 3. Execution of order and results

- 3.1. Every order will be executed within the confirmed (estimated) time frame either in the quotation or in the MoS Confirmation of Order, unless it was later found to be reasonably impossible. If and as soon as it becomes clear the time frame cannot be met, MoS will inform the customer and make new arrangements.
- 3.2. All results of an order become the sole proprietary of the customer. All intellectual and industrial property rights of working methods and templates used by MoS, remain the sole proprietary of MoS at all times. Orders will be solely executed for customer. Unless MoS has explicitly agreed in writing, no one other than customer may use the results of MoS services or derive rights from it.
- 3.3. When hiring a third party (“**Master**” or “**Expert**”) MoS will carefully and faithfully select and - if reasonable - consult customer.

Artikel 4. Confidentiality

- 4.1. MoS commits itself to confidentiality of information received from customer during execution of the order if the information is explicitly labelled as confidential by the customer. This confidentiality clause is not applicable for information which:
 - a. was already in the public domain at the time of its disclosure to the MoS;
 - b. came into public domain after its disclosure to MoS otherwise than through a breach of either this article 4.1 or another confidentiality-related undertaking.
 - c. was, as evidenced by the written records of MoS, lawfully in the possession of MoS prior to its disclosure by the customer and was not acquired directly or indirectly from the customer; or
 - d. came lawfully into MoS’ possession on a non-confidential basis from a third party who is not in breach of any secrecy or confidentiality obligation to the customer.
- 4.2. During execution of the order MoS will take all necessary measurements to maintain confidentiality referring to the relationship with the customer. Unless the opposite is the case, following will apply to the order:

- a. Customer consents herewith, whether or not in connection to the order, MoS may share information with anyone within the MoS organisation who is involved in the execution of the order or involved in customer relations management at MoS.
- b. Customer consents herewith that MoS makes use of all at the time usual means of communication, including internet.

Artikel 5. Compensation, expenses and payment

- 5.1. Unless otherwise specified in writing, compensation will be laid down as an all-in rate as stated at the MoS Confirmation of Order. All amounts are exclusive of VAT.
- 5.2. Any expenses paid to third parties regarding the customer will be invoiced separately.
- 5.3. Unless specified otherwise, compensation for MoS will be invoiced at the end of the project and any other expenses will be invoiced on a monthly basis. Payment term is 10 days after the date of invoice.
- 5.4. Any unpaid invoice at the due date shall bear, by right and without formal notice, a legally allowed interest for late payment.
- 5.5. An advance payment for works already executed or still to be executed may be requested at all times. If no advance payment is available, activities may be put on hold.
- 5.6. Without prejudice to the rights of the customer and in case of premature termination of the order, the customer is required to compensate MoS according to the compensation agreed upon in the MoS Confirmation of Order.

Artikel 6. Liability

- 6.1. Any liability of MoS resulting from the execution of an order will be limited to the amount payable laid down in the MoS Confirmation of Order.
- 6.2. Apart from gross negligence or misconduct by MoS, MoS can never be held liable for any damage, relating to employees from customer who are associated with the execution of the order. All expenses, including salaries, remunerations, taxes, (social) charges, payable in respect of the order, will be fully for the account and risk of the customer and customer will indemnify MoS accordingly.
- 6.3. MoS is authorized to accept conditions in the relationship between MoS and a third party or accept conditions that a third party has stipulated. MoS may invoke such conditions on the client insofar as these pertain to the execution of the order by the third party. Third parties will never contact customer directly.

Artikel 7. Applicable law and competent court

- 7.1. All contracts to which these general terms apply, as well as any disputes arising from these orders, shall be governed by Dutch law.
- 7.2. Any disputes shall be submitted, at the discretion of MoS, to the competent court in the district of Rotterdam. If MoS is a claimant party it may decide to bring the matter to a competent court in another place of business.

Artikel 8. Final provision

- 8.1. Revisioning of the general terms by MoS is possible and will come into effect at the date of its publication or the date of deposit of the terms. The Dutch version of the general terms will always prevail.
- 8.2. Masters of Scale is the trade name of Masters of Scale B.V., having its corporate seat at Leidschendam-Voorburg (Trade Register no 80076939). These general terms can be reviewed and downloaded at www.mastersofscale.nl.