

## General Terms and Conditions Arch-Vision

### Article 1 - General

These general terms and conditions apply to all assignments and subscriptions from principals as accepted by Arch-Vision.

### Article 2 - Order acceptance

[1] ARCH-VISION conducts multi-client surveys by commission.

[2] A principal commissions a multi-client survey through the fact that the principal grants the assignment to ARCH-VISION, through a registration form, to conduct such a survey for his benefit, among o

### Article 3 - Execution and reporting

[1] ARCH-VISION exerts itself to conduct its assignments to the best of its knowledge and capacity. The results of the application and use of the results of research conducted by ARCH-VISION depend on many factors that fall outside the scope of influence of ARCH-VISION. ARCH-VISION has no involvement with, and no responsibility for, the application and the use of the conclusions, advices and results of research or results achieved through it.

[2] ARCH-VISION can change the composition of its research team during the execution of the research, if it deems this necessary.

[3] ARCH-VISION has the right to call in third parties ('auxiliary persons') to carry out assignment, without prior consultation with the principal. This will be done especially for local fieldwork in the different countries where Arch-Vision is doing research.

### Article 4 - Costs and payment

[1] ARCH-VISION carries out activities in the context of executing assignments against payment of the annual subscription fee.

[2] ARCH-VISION invoices upon acceptance of the proposal or after receiving the registration form.

[3] All invoices of Arch-Vision must be paid within 21 days.

In case of overdue payment, the client is in default and interest will be charged over the invoiced amount based on the Dutch legal interest rate.

When Arch-Vision is obliged to send a second reminder to the client, Arch-Vision is granted to charge the principal with an amount of € 25,- for incurred administration costs.

All additional charges, such as litigation, judicial and extrajudicial costs related to the collection of the debt due to overdue payment will be for the account of the client. The extrajudicial costs charged in relation to the collection will be at least 15% of the invoiced amount(s), with a minimum amount of € 120,-.

### Article 5 – Continuation and (Premature) termination

[1] The subscription on ARCH-VISION is for one year, starting from the moment of subscribing. The Arch-Vision subscription is automatically renewed if the client has not cancelled it three months before the ending of the subscription.

[2] ARCH-VISION has the right to immediately stop the deliverance of quarterly reports if the principal does not meet the requirements of article 4 paragraph [3].

[3] ARCH-VISION and principal have the right to immediately terminate the subscription prematurely if the other party fails imputably in fulfilling (one of) its obligations and/or the other party is declared bankrupt or is granted suspension of payments, or either bankruptcy or suspension of payments is filed for.

### Article 6 - Intellectual property rights

[1] ARCH-VISION is the exclusive title holder of all intellectual property rights (including, but not limited to: copyrights, database rights, trademark rights, patent rights and trade name rights) with regard to research proposals, (interim) reports and other documents originating from ARCH-VISION.

[2] The carrying out by ARCH-VISION does not entail that the intellectual property rights with regard to these activities or the results thereof shall accrue to or shall be licensed to the principal. These intellectual property rights shall remain completely with ARCH-VISION, unless expressly agreed otherwise in writing. In case a principal can be construed as a public authority within the meaning of article 15b Copyright Act 1912, this principal will warrant that the copyright is expressly reserved, allowing ARCH-VISION to keep resisting further disclosure and/or multiplication.

[3] The principal shall not wholly or partly multiply and/or provide to third parties, and/or otherwise disclose, any research reports and other documents of ARCH-VISION without the express written permission of ARCH-VISION. If a principal does disclosure reports or other documents of Arch-Vision, without written permission of Arch-Vision, the fine will be € 10.000 per accident.

**Article 7 - Confidentiality**

[1] If ARCH-VISION agrees with the principal that it will conduct exclusive questions within the Arch-Vision studies, ARCH-VISION undertakes to observe confidentiality of all information and data it receives from the principal in the context of the (execution of the) assignment. Any information received from principals, such as customer files, will furthermore only be used in the context of the research. ARCH-VISION will only provide its (interim) reports in such surveys to the principal. If ARCH-VISION is forced by law to provide said information and data, this confidentiality shall lapse.

[2] If ARCH-VISION and the principal agree that ARCH-VISION conducts a multi-client survey, then the foregoing duty of confidentiality (paragraph [1]), shall not apply.

[3] The principal will not make any statements to third party, without the express and prior written approval of ARCH-VISION, regarding the approach and work methods of ARCH-VISION in the context of (the execution of) assignments.

**Article 8 - Liability**

[1] ARCH-VISION is not liable for any damage that is the direct or indirect consequence of its activities, unless there is gross negligence or intent on the part of ARCH-VISION. In all cases, the liability of ARCH-VISION is limited to an amount that is equal to the sum of the subscription of one year.

[2] The principal indemnifies ARCH-VISION for all claims of third parties to compensate any damage that is the direct or indirect consequence of its activities.

**Article 9 - More principals**

In case several principals jointly commission ARCH-VISION to conduct an exclusive survey, each principal is jointly and severally bound to fulfil its obligations in respect of ARCH-VISION and guarantees are deemed to have been given by each principal separately. Each circumstance or right that ARCH-VISION can allege against one of the principals, it can also allege against the other principal(s).

July 2009