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General Terms and Conditions Connect2Roam version 1.4

1 General

The following definitions apply to these General Terms and Conditions

- 1.1 Client: the party commissioning the engagement.
- 1.2 Contract: the agreement under which Connect2Roam undertakes to carry out the work for the Client.

2 Applicability

- 2.1 These General Terms and Conditions are applicable to any provision of services to the Client by Connect2Roam , except where provided otherwise in the Engagement Letter.
- 2.2 Connect2Roam explicitly rejects the applicability of the Client's General Terms and Conditions

3 Conclusion of the Contract

- 3.1 The Contract consists of these General Terms and Conditions and the Engagement Letter and is concluded as soon as Connect2Roam has received the Engagement Letter duly signed by the Client and Connect2Roam
- 3.2 If the engagement was commissioned orally or Connect2Roam has not yet received the signed Engagement Letter, the Contract is deemed to have been concluded under these General Terms and Conditions as soon as Connect2Roam has initiated the Contract at the Clients request.

4 Cooperation by the Client

- 4.1 The Client undertakes to provide Connect2Roam with all information and documents which the latter believes to be required for the timely and proper execution of the Contract.

- 4.2 The client undertakes to inform Connect2Roam without delay of any facts and circumstances that might be relevant to the proper execution of the Contract.

5 Execution of the Engagement

- 5.1 Connect2Roam will carry out all activities to the best of its knowledge and ability and in accordance with professional standards.

6 Confidentiality

- 6.1 Connect2Roam will maintain confidentiality vis-à-vis third parties in respect of confidential information acquired from the Client. The Client may discharge Connect2Roam from this obligation.
- 6.2 Connect2Roam cannot use the information provided by the Client and which is not in the public domain, for any purpose other than for which it was obtained without the Client's written consent.
- 6.3 Unless Connect2Roam has given its prior consent, the Client will not disclose to third parties the content of the report, opinions or any other written or oral statements issued by Connect2Roam.
- 6.4 Connect2Roam has the right to refer its clients and potential clients in general terms to the activities performed, provided that this only serves as a description of Connect2Roam's experience.
- 6.5 The Client acknowledges that Connect2Roam will advertise and sell its services on the open market, and the parties thus agree that nothing in this agreement shall prevent Connect2Roam from seeking customers or providing services to others, except that Connect2Roam, for as long as services may be provided under this Contract, will not be involved with any business competing with the Client, unless the Client explicitly agrees to this.

7 Fee

- 7.1 The fee charged by Connect2Roam is exclusive of out of pocket expenses.
- 7.2 All fees are exclusive of VAT
- 7.3 Connect2Roam will account to the appropriate authorities for its income tax, VAT, National Insurance contributions and all other taxes, liabilities, charges and duties. In case any relevant tax authority should for any reason hold the Client responsible for taxes or other charges pertaining to payments to Connect2Roam, which in the opinion of such authority should rightfully have been withheld by the Client and paid to the relevant authorities on behalf of Connect2Roam, then the Connect2Roam will indemnify the Client for any such retroactive payments to the relevant authorities for which the Client is liable and further allow the Client to set off any such claims against any future payments to Connect2Roam.

8 Payment

- 8.1 The Client is required to pay the fee charged no later than 15 days after the invoice date.

9 Termination

- 9.1 The Client and Connect2Roam have the right to terminate the Contract, whether prematurely or not, in writing at any time with due observance of a notice period of 2 months.

10 Liability

- 10.1 Connect2Roam is not entitled to formally represent the Client or to enter into binding agreements with third parties on behalf of the Client.
- 10.2 Connect2Roam will carry out its work to the best of its ability, while exercising the due care that may be expected.
- 10.3 Connect2Roam liability for loss or damage arising directly or indirectly out of or related to services or obligations under this Contract is limited to the fees received under this Contract.
- 10.4 In no event shall the parties be liable for any consequential or indirect loss, including but not limited to loss of profit, goodwill or interest, loss of data or loss of profit in connection with claims from third parties.
- 10.5 The Client hereby indemnifies Connect2Roam in full against all actions, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against them or which may be incurred or become payable by it in respect of or arising from Connect2Roam providing its services under this contract.

11 Contradictory clauses

- 11.1 If these General Terms and Conditions and the Engagement Letter contain conflicting conditions, the conditions contained in the Engagement Letter will prevail.

12 Applicable law and jurisdiction

- 12.1 All contracts between the Client and Connect2Roam are governed by the laws of The Netherlands
- 12.2 Unless parties expressly agree otherwise in writing, all disputes between the Client and Connect2Roam will be referred to the competent District Court of The Hague.