

APPENDIX: TERMS OF DELIVERY

Article 1 - General

is defined in the General Terms and Conditions: - Customer: the party giving the mandate or party to whom an offer is / has done, or has made an offer to the contractor. - Contractor: Yellow Concepts

Yellow Concepts conducts its activities in accordance with these Terms and Conditions, unless otherwise expressly agreed in writing with the contractor. Also, these Terms and Conditions shall apply to all concepts cast by Yellow proposals, applications, discussion papers, supplies of materials and incidental activities. These terms also apply to any acceptance Yellow Concepts of an offer by the Client.

Article 2 - Applicability

2.1 These Terms and Conditions apply to the legal relationship between Yellow and concepts Client.

2.2 These Terms may be changed unilaterally by Yellow Concepts. The amended terms will also apply after delivery by Yellow Concepts then on contracts already concluded.

2.3 Yellow Concepts rejects the applicability of any general conditions of the Client expressly rejected.

Article 3 - Conclusion of the agreement

3.1 If a proper implementation of the agreement which requires, Yellow Concepts can commence with the implementation of the agreement before the written agreement has been received by it. Irrespective of whether the contract is finally signed this work will be billed based on the usual rates by Yellow Concepts to handle.

3.2 Unless otherwise agreed, the contract is concluded for an indefinite period.

3.3 Yellow Concepts binds specifically not to achieve a particular result.

Article 4 - Provision of information by the Client

4.1 Client is obliged to make all information and documents which the Yellow Concepts necessary in its opinion to correctly carry out the assignment in time, in the desired form and set the desired manner. This information should be made available free of charge.

4.2 Client is obliged to immediately inform Yellow Concepts facts and circumstances that may or may be of importance in connection with the execution of the contract.

4.3 Client is responsible for the correctness, completeness and reliability of the information provided to Yellow Concepts and documents, even if they originate from third parties.

4.4 If and insofar as the Principal similar requests, the posted original documents with a formal status, such deed, decisions and governmental licenses, returned to the Customer, where necessary to support the adequacy of work performed are from these original documents copies are included in the working files. The documents at the expense of the Principal send back.

4.5 From a delay in the execution of the contract, the extra costs and extra fees caused by not timely or not properly providing the requested information and documents shall be borne by the Client.

Article 5 - Discussion Documents and proposals

5.1 A proposal shall include a description of the work in outline. An offer contains a proposal with an added financial section in which an offer is made for a period of 30 days, unless otherwise agreed in writing.

5.2 Tenders shall be delivered in writing and signed by an authorized officer, and is based on the contractor accompanying the application data and specifications of the accuracy and completeness of which Yellow Concepts may assume.

5.3 Oral bids made only an indicative meaning which no rights may be granted. The Client may not derive any rights.

5.4 Unless a fixed price agreed for the contract, the work done at rates set annually by Yellow Concepts and are subject to change. If a fee is agreed, the Yellow Concepts allowed to adjust this amount if unforeseen circumstances require when entering into the agreement.

Article 6 - Implementation of agreements

6.1 Yellow Concepts determine the manner and implemented by which person (o) n (and) the assignment.

6.2

In the event not responsible for the way third parties to perform the contract, the agreement or parts of it is carried out is Yellow Concepts by third parties.

6.3

Contractor is responsible for timely delivery of the necessary documents and data. If it is agreed that the contractor would enable staff available ensures that the contractor timely availability and proper qualification.

6.4

Yellow Concepts may have extra work done fee if the Client so far as it concerns activities that are necessary for the proper performance of the contract and at the conclusion of the contract was not foreseeable that these additional activities were necessary to be performed.

6.5

Yellow Concepts is entitled to engage in the implementation of the agreement parties. In that case, Yellow Concepts a third party wishes to see quality, proposed procedures prescribed requirements, quality and schedule which are provided by third parties. Yellow Concepts is not responsible or liable for any products and / or services of third parties, for any errors or inaccuracies derived from third parties.

6.6

If the Client wishes to involve third parties in the execution of the contract, he will only do it after having reached agreement with Yellow Concepts so. The provisions of the preceding sentence shall apply mutatis mutandis to Yellow Concepts

6.7

If during the execution of the contract work by third parties are carried out on the instructions of the contractor Yellow Concepts is not responsible for the accuracy of the data, proposed procedures laid down rules for the

accuracy of the information by these third parties.

6.8

If certain information must necessarily be obtained from third parties, Yellow Concepts is not responsible for the accuracy of the data from these third parties.

6.9

By the contractor and Yellow Concepts arrangements can be made about the manner and frequency with which the contractor is informed about the implementation of the agreement.

6:10

Publication of interim reports may only be made with the express written agreement, unless previously agreed otherwise in writing.

6:11

To carry out the agreement in the agreed manner within the time limit, Yellow Concepts do all that can be expected. Yellow Concepts if the agreement can not execute within the specified period, the period is extended in consultation with the contractor, without the contractor fully or partially exempt from his contractual obligations towards Yellow Concepts.

6:12

Necessary amendments to the Agreement

require contractor and Yellow Concepts for further consultation on the impact of the necessary adjustments. If the changes were foreseeable for Yellow Concepts, will conduct the necessary therefore called more costs out

work on behalf of Yellow Concepts if the necessary amendments were not foreseeable, this must lead to a more detailed offer, based on the same system and conditions as the primary quote. Non-acceptance contractor will lead to a full reimbursement of costs by the contractor to Yellow Concepts associated with greater costs on the entire project.

6:13

Foreseeable changes occurs if no more or based on other available research was already known that the research proposal did not meet and adapted it must become.

6:14

If the change of the structure of the contract unforeseeable is required, this will also affect the volume of work, the phases, the methodology, analysis or reporting, which affects not only the cost but also on the observing time limits. There is

foreseeable adaptation, with similar consequences, it will be seen how any consequential damage can be limited by adjusting the set-up or any other measure, all in consultation with the contractor.

Article 7 - Premature termination of contracts

7.1

Yellow Concepts can prematurely terminate the agreement if Yellow Concepts of the opinion that the agreement can not be performed according to the original agreement and any subsequent specifications. This must be substantiated and in writing to the Customer to be announced.

Article 8 - Completion of Agreements

8.1

Yellow Concepts will make every effort to bring in the concept of the final results of the work performed to the Client within the period specified in the offer. Customer will supply to comment within 30 days on Yellow Concepts

The ultimate responsibility for the content and the writing is held by Yellow Concepts.

8.2

The distribution rights reports or other finished products held by Yellow Concepts, unless otherwise agreed. When contractor will take care of the distribution must consent Yellow Concepts to be obtained. The Contractor shall state in any publications on the outcome of the contract be clearly and explicitly the name of Yellow and concepts of the employees concerned and those who have been involved in the development.

Article 9 - Confidentiality

9.1

Unless there is a legal or professional duty, the Contractor shall observe complete confidentiality regarding the content of reports, recommendations, proposals, quotations or other written or oral statements and will not transfer to third parties, without the express written permission of Yellow Concepts.

Yellow Concepts will also take care that third parties can not hear the contents referred to in the previous sentence.

9.2

Unless authorized by the Client is not entitled Yellow Concepts the information made available by the Client to him to use for any purpose other than for which it was obtained. But this is an exception in the case Yellow Concepts for himself in disciplinary, civil or criminal proceedings in which these documents may be of interest.

9.3

Yellow Concepts will be obligations under this article upon by third parties engaged.

Article 10 - Intellectual property / properties

10.1

Copyright, more generally, intellectual property proposals, proposals, reports, or other finished products held by Yellow Concepts, this also applies in the context of the agreement developed instruments (such as

questionnaires, protocols, software).

10.2

The Client is expressly forbidden, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of Yellow Concepts, all this in the broadest sense, reproduce or without the involvement of third parties, disclose or exploit, unless these products expressly (and documented) are intended for reproduction, publication and / or exploitation.

Publication may take place only after permission of Yellow Concepts. The client obviously has the right to reproduce the documents for use within its own organization, as appropriate within the purpose of the contract in case of early termination of the contract, the above shall apply mutatis mutandis.

10.3

Collected data are and remain the property of

Yellow Concepts.

10.4

The Client is not permitted tools related to make available to third parties, other than to obtain an expert opinion on the work of the contractor.

10.5

Client guarantees that any by him based on Yellow Concepts provided information and / or other documents made available no third party intellectual property rights in the context of the implementation of the agreement, or at least that by using these data / modest not infringe intellectual property rights of third parties.

Article 11 - Fees

11.1

If after the conclusion of the agreement, but before the order has been completed, wages and / or prices change, Yellow Concepts is entitled to the agreed rate accordingly, unless the Client and Yellow Concepts have made other arrangements.

Article 12 - Budget, declaration and final settlement

12.1

Payment by the Client, without deduction, discount or setoff, within the agreed periods, but in no event later than thirty days after the invoice date. Payment must be made in Dutch currency (from 01-01-2002 in euros), excluding VAT (high rate), unless provided for in the agreement is that the agreement

falls outside the VAT registration by transfer to a by Yellow Concepts to the bank account. Objections to the amount of the submitted invoices do not suspend the payment obligation.

12.2

If Client fails to pay within the period stated in 12.1, Yellow Concepts shall be entitled, without further notice and without prejudice to any other rights of Yellow Concepts, starting from the date the Client to charge the statutory interest rate of 6% per month until the date of full.

12.3

All reasonable judicial and extrajudicial (collection) costs, which makes Yellow Concepts as a result of the failure by Customer of its payment shall be borne by the Client.

12.4

Cancellation of a given contract or early termination of a contract by the contractor by Yellow Concepts are actually incurred charged to the contractor and deducted as appropriate advances already paid.

Article 13 - Partial, untimely, non-proper performance

13.1

The contractor can no longer rely on negligence on the part of Yellow Concepts, if he does not within 10 days after he has discovered the defect or should reasonably have been detected, at Yellow Concepts have relevant writing

reported.

Article 14 - Applicable law and disputes

14.1

All legal relationships where User is a party, only Dutch law, also if entirely or partially implementing a commitment or if there is domiciled parties involved in the relationship. The applicability of the CISG is excluded.

14.2

All disputes between parties will be brought before the competent court in The Hague.

Article 15 - Exoneration

15.1

Yellow Concepts can not be held liable for damages of Customer arising directly or indirectly from the performance, non-compliance, or otherwise related to the implementation of the agreement by Yellow Concepts, unless there is intent and / or deliberate recklessness on the side of Yellow Concepts

15.2

The Client will indemnify Yellow Concepts for all damages, including costs for legal assistance, Yellow Concepts suffering and / or sustained as a result of claims by third parties relating to the performance, non fulfillment or otherwise related to the implementation of the agreement by Yellow Concepts or Client, unless there is intent and / or deliberate recklessness on the part of Yellow Concepts.