

outright projects

kapittellaan 16

6077 bl sint odiliënberg

netherlands

kvk 88628728

vat nl002971472b16

iban nl65 knab 0515 5813 80

TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in the quotation (**Services**) by Outright Projects, a company registered in the Netherlands under Chamber of Commerce number 88628728, whose registered office is at Kapittellaan 16, 7077BL Sint Odiliënberg, Netherlands (**Outright Projects**) to the person or company buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you accept Outright Projects' quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and Outright Projects' quotation (**the Contract**) are the entire agreement between you and Outright Projects.
3. You acknowledge that you have not relied on any agreement, promise or representation made or given by or on Outright Projects' behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

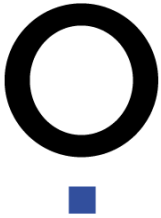
4. A "business day" means any other day than Saturday, Sunday or bank holiday.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.
7. The Parties mentioned above under (1) hereinafter jointly referred to as the Parties and each a Party.

Acceptance of order

8. Outright Projects' quotation may only be accepted by your signing and returning an acknowledgement copy of it or by giving an agreement/approval per email or when Outright Projects begins performance of the Services. Acceptance of the quotation shall affect the Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by these Terms and Conditions.

Services

9. Outright Projects warrants that it will use reasonable care and skill in the performance of the Services which will comply with the quotation, including any specification in all material respects. Outright Projects can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and Outright Projects will notify you if this is necessary.



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10. Outright Projects will use its reasonable endeavors to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of the obligations.
11. All of these Terms and Conditions apply to the supply of any goods as well as Services unless Outright Projects specifies otherwise.

Your obligations

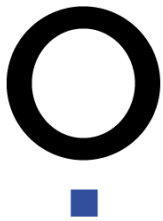
12. You must obtain any permission, consents, licenses or otherwise that Outright Projects needs and must give Outright Projects access to any and all relevant information, materials, properties and any other matter that we need to provide the Services.
13. If you do not comply with clause 12, Outright Projects can terminate the Services.
14. Outright Projects is not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).

Fees

15. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
16. In addition to the Fees, Outright Projects can recover from you a) reasonable incidental expenses including, but not limited to, (international) travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by Outright Projects for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
17. You must pay Outright Projects for any additional services provided by Outright Projects that are not specified in the quotation in accordance with Outright Projects' current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between you and Outright Projects. The provisions of clause 14 also apply to these additional services.
18. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

19. Outright Projects can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 7 days from the date of the quotation (unless the quotation has been withdrawn).
20. Either Outright Projects or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.



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21. If you want to amend any details of the Services you must tell Outright Projects in writing as soon as possible. Outright Projects will use reasonable endeavors to make any required changes and additional costs will be included in the Fees and invoiced to you.
22. If, due to circumstances beyond Outright Projects' control, including those set out in the clause below (**Circumstances beyond a party's control**), Outright Projects has to make any change in the Services or how they are provided, Outright Projects will notify you immediately. Outright Projects will use reasonable endeavors to keep any such changes to a minimum.

Payment

23. Outright Projects will invoice you for payment of the Fees either;
 - a. when Outright Projects has completed the Services; or
 - b. at the end of every month for as long as agreed in the Contract; or
 - c. on the specific invoice dates set out in the quotation.
24. You must pay the Fees due within 14 days of the date of the invoice or otherwise in accordance with any credit terms agreed between Outright Projects and you.
25. Time for payment shall be of the essence of the Contract.
26. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, Outright Projects will charge you interest at a rate of 5% from time to time on the amount outstanding until payment is received in full.
27. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither Outright Projects or you can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
28. If you do not pay within the period as set out above, Outright Projects can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.
29. Receipts for payment will be issued by Outright Projects at your request.
30. All payments must be made in Euro unless otherwise agreed in writing between us.

Sub-Contracting and assignment

31. Outright Projects can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of Outright Projects' rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of Outright Projects' obligations to any third party.



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32. You must not, without Outright Projects' prior written consent, assign, transfer, charge, subcontract or deal in any other manner with any or all of your rights or obligations under these Terms and Conditions.

Termination

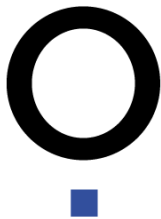
33. Outright Projects can terminate the provision of the Services immediately if you:
- Commit a material breach of your obligations under these Terms and Conditions; or
 - Fail to make pay any amount due under the Contract on the due date for payment; or
 - Are or become or, in Outright Projects' reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - Enter into a voluntary arrangement under the Dutch Faillissementswet (Bankruptcy law) from 1983, or any other scheme or arrangement is made with its creditors; or
 - Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents that are filed with the court for appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder, a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commented relating to your insolvency or possible insolvency.

Intellectual property

34. Outright Projects reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provisions of the Services. Outright Projects reserves the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
35. The brand name and logo for Outright Projects are registered with the BOIP under filing number 1479964.

Liability and indemnify

36. Outright Projects' liability under these Terms and Conditions, and in breach of statutory duty, and in tort of misinterpretation or otherwise, shall be limited as set out in this clause.



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37. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
38. To the extent as is not otherwise provided for by the Contract, any rights to submit claims and any other powers of you towards Outright Projects on account of any reasons shall lapse after one year of the moment at which a fact occurs due to which you may exercise said rights and/or powers towards Outright Projects.
39. Outright Projects is not liable (whether caused by Outright Projects' employees, agents or otherwise) in connection with our provision of the Services or the performance of any of Outright Projects' other obligations under these Terms and Conditions or the quotation for:
 - a. Any indirect, special or consequential loss, damage, costs or expenses or;
 - b. Any loss or profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; or
 - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. Any losses arising directly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
40. You must indemnify Outright Projects against all damages, costs, claims and expenses suffered by Outright Projects arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
41. Nothing in these Terms and Conditions shall limit or exclude Outright Projects' liability for death or personal injury caused by Outright Projects' negligence, or for any fraudulent misinterpretation, or for any other matters for which it would be unlawful to exclude or limit liability.
42. Outright Projects is covered by a Business Liability Insurance with Alicia Insurance B.V. under policy number KNA011236.

Circumstances beyond a party's control (Force Majeure)

43. Neither Outright Projects or you are liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond reasonable control of that party. Such clauses include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes or any severe weather conditions, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in



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question. If the delay continues for a period of 90 days, either Outright Projects or you may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

44. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized officer of that party).

45. Notices shall be deemed to have been duly given:

- a. When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- b. When sent, if transmitted by email and a successful return receipt is generated;
- c. On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.

46. All notices under these Terms and conditions must be addressed to the most recent address (Kapittellaan 16, 6077BL Sint Odiliënberg, the Netherlands), email address (brenda@outrightprojects.com) notified to the other party.

No waiver

47. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

48. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

49. These Terms and Conditions are governed by and interpreted according to Dutch law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the Dutch courts.