



Game Drive

Terms & Conditions 2017

The terms of business which govern our relationship follow:

Definitions

- Customer: the party who (directly or not) enters into an agreement with Game Drive and is liable to pay to Game Drive the sums that are related to the Project Confirmation.
- Services: the services to be performed by Game Drive as set forth in each mutually agreed upon and executed Project Confirmation (e.g. consultancy, marketing, design and/or project management).
- Game Drive, hereafter referred to as "**Game Drive**". Keerkring 152, 3454 KZ De Meern, The Netherlands.
- Project Proposal: a written project offer from Game Drive towards the customer.
- Agreement: agreement between Game Drive and customer in which Game Drive agrees to deliver one or more services to one or more customers against payment by the customer.

1. Applicability

- a. These conditions apply to all the offers and quotations made by Game Drive, to all enrolments by participants and are part of all agreements. Terms and conditions made by the customer are not applicable and are not binding for Game Drive.
- b. If these conditions are changed by Game Drive, the changes are part of every agreement made after these changes have come into force.
- c. In the event of contrariety the agreement prevails over the conditions.
- d. In the event of contrariety between the Dutch text of the conditions and a translation, the Dutch text prevails.

2. Offer and realisation of the agreement

- a. All Project Proposals made by Game Drive are totally free of obligation, unless otherwise stated in writing by Game Drive. If an offer or quotation by Game Drive includes an offer free of obligation and this offer is accepted by the customer, Game Drive has the right to dissolve this agreement within five working days after having received the acceptance by the customer. The offers and quotations of Game Drive are valid for 30 days, unless otherwise stated.
- b. An Agreement is constituted by enrolling, or signing a Project Confirmation by the customer and the subsequent acceptance of this by Game Drive. The customer accepts the applicability of the terms and conditions by enrolling, placing the order, and/or giving the assignment, orally or in writing. The acceptance by Game Drive can take place through any means of communication.
- c. The delivery periods used by Game Drive are all target dates and as such no firm dates.
- d. Game Drive has the right to postpone its obligations towards the customer, as long as the customer has not fulfilled his payment obligations in respect of any legal relation with Game Drive.



3. Place of Work

Customer understands and agrees that some or all of the Services may be performed from, through or using a location outside the Netherlands, using employees or contractors of Game Drive.

4. Fees and expenses

a. Our fees and expenses are set out in the Project Confirmation. If fees exceed €10,000, we reserve the right to require payment in whole or in part before beginning the services. We generally bill a 20% of the total fee on commissioning, and the balance of fees due on delivery of final outputs. Details can be found in the Project Confirmation.

b. We will invoice you in € Euro and you agree to pay us in € Euro.

c. All fees and expenses must be paid within 30 days of our delivery of an invoice, without set-off or deduction.

d. All fees and expenses are exclusive of VAT which must also be paid at the applicable rate. Customer shall be responsible for paying any applicable sales, use, excise, value added, or similar taxes, duties, or assessments imposed upon the Services rendered hereunder by any federal, state, local, or foreign government authority, exclusive of any taxes based upon Game Drive's income or payroll.

e. We will be entitled to late payments penalties at the rate of 5% per annum from the due date of payment until actual payment, such rate to apply both before and after any judgment.

5. Cancellation

Without prejudice to our other rights and remedies, if you postpone or cancel our services, we will be entitled to charge you at the following rates:

a. Cancellation or postponement with 0-5 complete working days' notice will be charged at 100% of fees set out in the Project Confirmation.

b. Cancellation or postponement with 6-10 complete working days' notice will be charged at 50% of fees set out in the Project Proposal. Postponement rather than cancellation is acceptable only if the rescheduled date is bona fide and within 4 weeks of the initial date scheduled.

c. Should further postponement occur, we will be entitled to treat the series of transactions as the cancellation of our services. If our services involve fieldwork our services will begin at the initiation by us of recruitment activities. We will be entitled to charge for all incidentals and out of pocket expenses incurred in delivering the Services plus a handling fee of 15% of such cost incurred.

6. Intellectual Property Ownership

a. All software, designs, content, methodologies, techniques, processes, inventions, materials or other deliverables developed in whole or in part by Game Drive or its contractors, or otherwise provided to Customer in connection with this Agreement (and associated intellectual property rights) shall be the property of Game Drive. Upon payment of our fees and expenses in full on their due dates you will have a license to use any such report, presentation or materials for the purpose for which they were created. You license us to use any intellectual property of yours which it is necessary or which you ask us to use in performing the services.



b. The customer is not allowed to change or remove any notice regarding the rights as meant in this article or titles, brands or business names, on any goods or documentation delivered by Game Drive on behalf of its services.

c. Without prior consent by Game Drive, the customer is not allowed to develop or teach, with or without others, any education that is based on education given by Game Drive or based on lesson plans used by Game Drive.

7. Confidentiality

In the performance of this Agreement or in contemplation thereof, each party and its employees, agents and contractors may have access to confidential information owned or controlled by the other party (hereinafter "Confidential Information"). All Confidential Information supplied by one party to the other which is clearly marked "Confidential" or which is derived therefrom shall remain the exclusive property of the party supplying same. The receiving party shall use a reasonable degree of care, which in any event shall not be less than the same degree of care which the receiving party uses to protect its own Confidential Information, to keep, and have its employees and agents keep, confidential any and all Confidential Information. In keeping therewith, the recipient shall not copy, publish or disclose the Confidential Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Confidential Information except for the purposes of executing its obligations hereunder, and shall return the Confidential Information to the disclosing party at its request. The parties agree that the Game Drive Properties and the Customer Properties shall be deemed Confidential Information, as are all documentation, descriptions, and embodiments thereof.

8. Liability

a. Game Drive shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any events beyond the reasonable control either of the excused party or its subcontractors or suppliers, for as long as such event continues and the excused party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

b. Our total liability to you arising out of or in connection with this agreement shall not exceed the monies you have paid us under it at the date any claim arises. Nothing in this clause shall, however, restrict our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

c. Game Drive shall not be liable for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if the party has been advised of the possibility of such damages.

9. Members of the Public

When using Game Drive designs/ideas (as described in the Project Confirmation if applicable), you must ensure your actions or omissions do not give rise to any loss or injury or breach of legal duty to participating members of the public. You agree to indemnify us and to keep us indemnified fully against all losses, actions, claims, proceedings, costs and damages and all legal costs or other expenses arising out of any breach of this clause.



10. Quality

Game Drive represents and warrants that the services provided under this Agreement will be of commercially reasonable quality in accordance with any specifications or requirements set forth in a Project Confirmation and will be performed in a good and workmanlike manner. However, our services are provided "as is" only and we are not responsible for any actions you take or do not take in reliance upon any report, design or other research we deliver to you in the provision of the services.

Any claim for breach of Game Drive's warranties must be made, by written notice to Game Drive, within sixty (60) days following the date of completion of the Services for which the claim is made. All implied warranties, conditions and other terms concerning our performance of the services are excluded to the extent permitted by law.

11. Our Staff

You undertake that you will not during the term of this agreement and for a period of one year following its expiry solicit or seek to induce away from our employment any person who is or was employed or engaged by us.

12. Rights and Titles

Customer hereby represents and warrants that it has and for the duration of this Agreement shall have all rights required for the performance of its obligations hereunder and has and for the duration of this Agreement shall have the authority and the legal right to enter into this Agreement.

13. Applicable law and regulations on disputes

The Agreement and these terms and conditions are governed by Dutch law. Disputes resulting from the Agreement between Game Drive and the other party which cannot be solved by mutual agreement are submitted to the court which has jurisdiction under the law in Utrecht.