



DriveRight International
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The General Terms & Conditions of Contract of DriveRight International (DRI)

Registered company at the Chamber of
Commerce in Amsterdam nr. 34068344

§1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Consultancy supplement contracts (hereinafter referred to as "contract"), the subject matter of which is the consultancy and provision of information by DriveRight International (hereinafter referred to as "DRI") to the client, in particular, but not exclusively, in connection with the preparation, planning and implementation of entrepreneurial or professional decisions and projects. If and to the extent that individual provisions of these General Terms and Conditions of Consultancy contradict what DRI has agreed individually with the client, the individual agreements take precedence over the relevant General Terms and Conditions of Consultancy.

1.2 If DRI has once included these General Terms and Conditions of Consultancy in a contract with the client, they will also apply to all future contracts for consultancy services between the client and DRI, even if DRI should not refer to these General Terms and Conditions of Consultancy again in future contracts. This does not apply only if and to the extent that the parties agree on the validity of the new General Terms and Conditions of Consultancy of DRI in the future contract.

1.3 The General Terms and Conditions of Consultancy of DRI apply exclusively. The client's general terms and conditions will only apply if this has been expressly agreed upon in writing.

1.4 Quoted §§ (paragraphs) in these Terms and Conditions of Contract are such of these General Terms and Conditions of Consultancy, unless otherwise designated in the text.

§2 SUBJECT MATTER OF THE CONTRACT, PERFORMANCE AND SCOPE OF SERVICES

2.1 The subject of the contract is the agreed consulting work specified in the agreement, not the achievement of a certain economic success.

2.2 DRI renders its services with the diligence of a prudent businessman and is always related to the individual situation and the needs of the client. The client is aware that every analysis of a company or market also implies imponderables.

2.3 DRI uses well-trained employees with the necessary expertise and experience for assignments and supervises and controls them. Unless otherwise agreed, DRI can use expert subcontractors for the execution of the order, whereby DRI always remains directly obliged to the client. Unless otherwise agreed, DRI decides at its discretion which employees or subcontractors are used.

2.4 DRI does not owe and does not provide legal or tax advice or auditing.

§3 CHANGES IN PERFORMANCE

3.1 DRI will take into account change requests of the client related to the order, as far as this is possible within the framework of its operational capacities and its consulting offer and as far as the implementation of the change request is appropriate and reasonable for it.

3.2 DRI may carry out minor project changes without prior consent of the client, provided that these correspond to the presumed will of the client, are urgent and the client cannot be reached in time. DRI will inform the client immediately about such project changes and their effects.

3.3 Insofar as the effort of DRI is increased or the time frame of the project is extended as a result of a change request of the client, the contracting parties undertake to negotiate a corresponding reasonable adjustment of the contract and the remuneration. If the contracting parties cannot agree on remuneration for the services, the remuneration due to DRI shall, in case of doubt, be increased in accordance with the additional time and costs.

3.4 If the examination of the project modification involves a considerable effort for DRI, DRI can demand the conclusion of a separate order for this purpose.

3.5 Clause 3.3 applies accordingly in case of a project modification according to § 3.2.

§4 COOPERATION OBLIGATIONS OF THE CLIENT

4.1 The success of the project requires close cooperation between the parties. The client will continuously support DRI in the project work to the best of its ability. Client will inform DRI comprehensively about the companies which are the subject of the order and about all aspects essential to the project, and will continuously provide significant documents and information or documents and information deemed necessary by DRI in due time and in full.

4.2 The Client shall:

» provide DRI with complete, accurate and prompt answers to all questions to the best of its knowledge which form an essential

basis for DRI's work on the project.

» inform DRI without being asked and in good time - also in cases of doubt - about all circumstances which may be of importance for the project, including the subsequently arranged correction or updating of handed over documents.

4.3 In case of appointment of an Interim Manager provided or mediated by DRI, the agreed duties of cooperation of the client are also to be fulfilled towards the Interim Manager.

4.4 The client will immediately check interim results, documents, minutes of meetings etc. submitted by DRI as to whether the factual information contained therein is correct and complete to its knowledge. The client will inform DRI immediately in text form of any necessary or desired corrections or additions.

4.5 The client undertakes to assure DRI in writing of the completeness and correctness of the information provided to DRI at DRI's request prior to a presentation of the results by DRI to its knowledge (declaration of completeness).

4.6 At the request of DRI the client will create the necessary and reasonable organisational, legal and factual preconditions in the company which is the subject of the contractual consultancy and in particular bring about the declarations required for § 5.5. If required, he will provide DRI and its vicarious agents with suitable workplaces on site, which allow undisturbed and confidential work (incl. desk, office equipment, PC, telephone and, if necessary, integration into the company's internal communication system).

4.7 If and insofar as the client does not fulfil, does not completely fulfil or does not fulfil in time his obligations to cooperate agreed with DRI despite a request by DRI, the following shall apply:

a) Additional expenses (time, costs) incurred by DRI as a result thereof will be reimbursed by the client at the general fee rates agreed between the parties;

b) In serious cases DRI has the right to terminate the contract extraordinarily after unsuccessful expiry of a reasonable period for the fulfilment of the duties to cooperate.

Further legal rights and claims of DRI remain unaffected.

§5 MAINTENANCE OF CONFIDENTIALITY BY DRI

5.1 DRI is obliged for 2 years from the time of conclusion of the contract to keep confidential all information or business and trade secrets of the client designated as confidential (hereinafter; "confidential information") which becomes known to it in connection with an order.

5.2 Unless an exception is regulated in this § 5, DRI may only hand over confidential information and reports, expert opinions and written statements on the course and results of its activities to third parties with the prior consent of the client.

5.3 The duty of confidentiality according to § 5.1 does not apply to confidential information if and as far as

a) these were already lawfully in the possession of DRI before disclosure and without any obligation of secrecy;

b) these were lawfully transmitted to DRI after the conclusion of the contract by a third party without an obligation of secrecy;

c) these have been published without the intervention of DRI or have otherwise become generally known through no fault of DRI;

d) DRI is obliged to provide information to authorities, the judiciary or other third parties due to mandatory legal provisions or official orders;

e) the client has agreed to DRI passing on the information.

5.4 DRI is entitled to disclose confidential information to the persons employed by it for the execution of the order, in particular its employees and subcontractors as well as persons professionally bound to secrecy, provided that DRI undertakes to bind these persons to secrecy and data protection.

5.5 DRI is authorised to process personal data entrusted to it by the client as well as its employees (e.g. details of name, address, date of birth, marital status, religious denomination, status of disability, length of service, salary, membership of works council, etc.) and financing partners, suppliers, customers, consultants as well as other persons or companies used by the client (e.g. address, telephone/fax number, e-mail address, etc.) within the scope of the intended purpose or to have them processed by third parties.

5.6 DRI is allowed to use the fact that a contractual relationship exists or has existed between the client and DRI as well as its concrete activity as a reference, in particular within presentations, events or in its company brochure.

§6 IMPEDIMENTS TO PERFORMANCE

6.1 In case of force majeure and other unforeseeable, extraordinary, and non-culpable circumstances (e.g. in case of unforeseeable material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties and similar), any performance deadlines of DRI will be extended to a reasonable extent. This does not apply if DRI is responsible for taking over, precautionary, or preventive measures. If the performance becomes impossible or unreasonable for DRI due to the aforementioned circumstances, DRI will be released from the performance obligation.

6.2 DRI can only invoke the aforementioned circumstances if DRI informs the client thereof without delay.

6.3 §6.1 applies accordingly if an employee of DRI who is contractually designated for the project - unforeseeable at the time of conclusion of the contract and for which DRI is not responsible - is absent. If this employee is permanently or for a longer period prevented from providing the service, DRI is entitled to provide an employee with at least the same skills as a substitute.

6.4 If delays in performance according to § 6.1 to § 6.3 become unreasonable for the client, he can set DRI a reasonable deadline for the commencement and/or continuation of the contractual activities and after fruitless expiry of this deadline terminate the contract extraordinarily according to § 13. DRI's claim to remuneration for services already rendered remains unaffected by this.

6.5 As far as DRI is responsible for impediments to performance, it is only liable according to § 12.

§7 FIDUCIARY DUTY AND ASSURANCE OF INDEPENDENCE

7.1 The parties commit themselves to mutual loyalty. They shall inform each other without delay of all circumstances arising in the course of the execution of the project which may influence the processing.

7.2 The client vouches that the companies affiliated with him as well as his and their employees refrain from everything which could endanger the independence of the employees of DRI. In particular, the direct or indirect enticement of DRI's employees or former employees is to be refrained from within 24 months after termination of the cooperation with DRI.

7.3 For each case of violation of the prohibition according to § 7.2 the client has to pay a contractual penalty in the amount of 10.000,- Euro. In case of a continuous violation, the contractual penalty shall be deemed to be newly forfeited for each month commenced.

7.4 DRI reserves the right to claim further damages or other rights (e.g. collateral damages and injunctive relief).

§8 USE OF RESULTS / PROTECTION OF INTELLECTUAL PROPERTY

8.1 The client guarantees that the reports, expert opinions, organisation plans, drafts, drawings, lists, and calculations made by DRI within the scope of the order will only be used for the contractually agreed purposes and will not be edited, translated, reprinted, passed on or distributed without the express written consent of DRI in the individual case. The use of the consulting services rendered for companies affiliated with the client requires an explicit written agreement.

8.2 Insofar as work results are copyrightable, DRI remains the author. In these cases, the client receives the irrevocable, exclusive, and non-transferable right of use to the work results, which is only limited by § 8.1, sentence 1, otherwise unlimited in time and place.

§9 Passing on of professional statements by DRI

9.1 The passing on of information and consulting services (hereinafter collectively "consulting contents") of DRI (including e.g. reports, expert opinions, organisation plans, drafts, drawings, lists, calculations, etc.) made within the scope of or in connection with the order by the client to a third party requires the written consent of DRI, as far as the consent to the passing on to this third party does not already result from the contents of the contract.

9.2 The use of consulting contents of DRI by the client for advertising purposes is inadmissible; a violation entitles DRI to extraordinary termination of the contractual relationship and all other orders of the client not yet completely executed. Further claims of DRI remain unaffected in this respect.

§10 FEE, ADDITIONAL COSTS, DUE DATE, DEFAULT

10.1 The amount and the kind of fee will be regulated in principle by individual contracts. If no arrangement has been made, the following fee rates shall apply:

- » Product DRITTS Multi-Lingual Theory Testing Application 95,-- Euro/hour,
- » Product DRITTS Reservation System 105,-- Euro/hour,
- » Product PGMR Persoons Gebonden Mobiliteits register 125,-- Euro / hour,
- » Partner 312,50 Euro/hour,
- » Principal 250,-- Euro/hour,
- » Project Manager 225,-- Euro/hour,
- » Senior Consultant 200,-- Euro/hour,
- » Consultant 175,-- Euro/hour,

- » Other disbursements and legal advice 115,-- Euro/hour,
- » Other (research, assistance, presentation preparation) 100,-- Euro/hour,
- » Remote technical support (assistance, guidance, investigations, examinations, problem-solving, technical issues) 295,-- Euro/hour,

In each case plus statutory VAT, where applicable, and the flat rate for incidental expenses according to § 10.3. The hourly rates apply to both working and travelling time. A detailed time sheet can be requested at short notice at any time if required.

10.2 If the term of the contract exceeds 12 months and DRI invoices on a time and material basis, the fee rates will increase by 3 % at the beginning of each new contract year after the conclusion of the contract.

10.3 Unless otherwise agreed, the ancillary costs amount to a flat rate of 15 % of the net fee turnover. The incidental costs include travel expenses in The Netherlands as well as costs for the necessary access to research facilities (databases, fees for file inspections, etc.), communication and office management. Fees for travel time are not included and will be invoiced according to § 10.1 from the DRI office closest to the client. Furthermore, the agreed rental and use of electronic data rooms, specialised databases and/or other agreed external services are not included. Incidental costs will be invoiced together with the fees.

10.4 Agreed down payments are due immediately upon invoicing and before commencement of services and will be set off by DRI against the consulting services closest in time. Insofar as further down payments have been agreed, DRI will invoice these in good time in each case so that an interruption of consultancy services is avoided.

10.5 Other fee invoices are due upon receipt by the client and are payable within thirty (30) calendar days. If the due date of an agreed fixed fee depends on the presentation of agreed results, the due date shall also occur if the Client no longer accepts results already prepared (e.g. as a result of termination of the contract at short notice) on the agreed date.

10.6 DRI does not charge any statutory sales tax on supplies of digitization software and/or any other types of electronic services and any related technical supporting services, be it given on location or be it given remotely, as these services are in accordance with Article 16 sub 1 of the Law of The Netherlands regarding Value Added Taxes (VAT) 1968, exclusively and solely taxable where these are being implemented, set-up and/or used.

10.7 To the extent that the provisions stated and stipulated in the above-mentioned Article 10.6 should, at any given moment change, DRI will already transfer to the respective client any statutory or other value-added tax obligations, arising from any licensing or other agreement, burdening the client with such, on the understanding that the client, with the exclusion of everyone else, is and remains exclusively and solely responsible for filing a VAT return with its local tax authorities.

10.8 Any statutory or other value-added tax, where applicable, shall be added to all fee and price quotations and shown separately in the invoices.

10.9 Several clients shall be jointly and severally liable.

10.10 A set-off of the client against claims of DRI is only permissible with undisputed or legally established claims.

§11 DEFECTS, STATUTE OF LIMITATIONS

As far as DRI owes an analysis or an expert opinion or any other defined work, the following applies in addition:

11.1 Insofar as the services are defective, the customer has a right to rectification by DRI by the statutory provisions.

11.2 In case of repeated failure of the rectification the client can also demand reduction of the remuneration or cancellation of the contract. The client can only demand cancellation of the contract if the service rendered is of no interest to him due to the failure of the rectification. Section 12 shall apply to any further claims for damages.

11.3 The aforementioned warranty rights of the Principal shall become statute-barred, except for claims for damages, 12 months after the statutory commencement of the limitation period.

§12 LIABILITY, LIMITATION

12.1 DRI is liable to the client, irrespective of the legal basis, for the damages caused by and for which DRI, its legal representatives and vicarious agents are responsible as follows:

12.2 DRI is liable according to § 12.1 for damages resulting from injury to life, body or health.

12.3 DRI is liable according to § 12.1 for other damages caused intentionally or by gross negligence. Liability for slight negligence exists in these cases only in case of violation of essential contractual obligations and is then limited to the compensation of the contract-typical and foreseeable damage.

12.4 In all other cases of damage and liability not covered by the above liability regulations, DRI's liability is excluded.

12.5 DRI is not liable for the improper application or implementation on the part of the client of the recommendations given within the scope of the services or in the working documents of DRI.

12.6 As far as the liability of DRI is excluded or limited according to this contract, the same applies to the personal liability of its legal representatives, employees and vicarious agents.

12.7 §§ 11 and 12 apply accordingly to any claims for compensation of futile expenses (e.g. § 284 BGB).

§13 TERMINATION

13.1 As far as nothing else has been agreed by contract and as far as DRI does not owe the creation of a work in the sense of § 11 (in this respect the legal regulations apply), the contract can be terminated by both parties with a notice period of 14 days to the end of the month. The right to extraordinary termination shall remain unaffected.

13.2 The following in particular shall be considered extraordinary grounds for termination

- in the event of a lack of agreement on the remuneration in the event of necessary substantial changes to the project;
- in case of default of acceptance and delays in payment by the client, provided that DRI has unsuccessfully set a reasonable deadline for performance by the client;
- if a substantial deterioration or a substantial endangerment of the financial circumstances of the client occurs, in particular, if the client stops or declares to stop payments, or if the client has filed for insolvency or if insolvency proceedings have been opened or rejected for lack of assets.

13.3 In the event of extraordinary termination by DRI due to the conduct of the client in breach of the contract, the client shall owe DRI compensation for all damages caused by the premature termination of the contract, including loss of profit.

13.4 The termination must be in writing to be effective.

§14 RETENTION, STORAGE OF DOCUMENTS

14.1 Until full settlement of its claims DRI has a right of retention of the documents handed over to it, the exercise of which, however, is contrary to good faith if the retention would cause disproportionately high damage to the client which cannot be justified when weighing both interests.

14.2 After settlement of its claims under the contract, DRI shall, at the client's request, surrender all documents which the client has handed over to it (itself or via a third party) on the occasion of the execution of the order. This does not apply to the correspondence between the parties and to simple copies of reports, organisation charts, drawings, lists, calculations etc. made within the scope of the order, provided that the client has received the originals.

14.3 DRI's obligation to keep the documents expires six months after termination of the contractual relationship. Legal obligations to keep records remain unaffected.

§15 SUPPLEMENTARY PROVISIONS

15.1 This contract is exclusively governed by The Netherlands' law excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws references to other legal systems.

15.2 The place of performance is the registered office of DRI. The place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of the DRI branch concluding the contract, provided that (i) all clients are merchants, legal entities under public law or special funds under public law and there is no common place of jurisdiction with them, (ii) in all other cases only if the client or clients do not have a domicile in The Netherlands.

15.3 The language of presentations, documents, reports, expert opinions, analyses, etc. shall be English and/or Dutch.

15.4 Amendments or supplements to a contract referred to in § 1.1 as well as in individual cases to these General Terms and Conditions of Consultancy shall require text or written form, unless a stricter form is mandatory by law. The exchange of e-mails to notified e-mail addresses satisfies the form requirement agreed upon herein. This shall also apply to any amendment of this written form requirement.

15.5 The client may assign rights from the contractual relationship with DRI only after prior written consent by DRI.

15.6 Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the rest of the contract. Instead of the invalid or unenforceable provision, a provision shall be deemed agreed which objectively comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of the occurrence of a gap in the contract that needs to be filled.

§16 DISCLAIMER

16.1 All information contained in any pages, whether produced or published in the English or Dutch language, of any of our Project Initialisation Documents, our published i) Theory Test Service Documents, ii) Driving Manuals, iii) Highway Codes were correct when published. Although the utmost care has been taken to produce an accurate publication and up to date, neither DRI as a company nor Mr. M. J. Davidson as a person, nor any by DRI or Mr. M. J. Davidson incorporated company, or person can be held responsible for the completeness of this work or any inaccuracies in whatever form they may occur.

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16.4 All above-mentioned rulings also apply to the complete DRI Organization and any successors to the right(s) held by present

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