

GENERAL TERMS AND CONDITIONS OF THE LAUNCH COMPANY

1. The Launch Company BV is a private limited liability company under Dutch law, having its registered office in Hilversum and registered in the Register of Companies of the Chamber of Commerce under number 32123081 (hereinafter also referred as: ("The Launch Company").
2. These General Terms and Conditions are applicable to all services provided by or on behalf of The Launch Company, regardless of how such services are performed.
3. The applicability of other general terms and conditions, such as those of the customer, superintendent or otherwise assisting and/or participating natural or juristic person.
4. The scenario, the bid book, and the implementation of the project developed by The Launch Company shall be effected exclusively for the agreed project.
5. The Intellectual Property Rights shall be divided between parties as agreed in the agreement.
6. The Launch Company will draw up the scenario in consultation with the customer. The Launch Company may engage third parties in consultation with the customer. The Launch Company does not accept liability for any possible failure to perform on the part of such third parties.
7. The Launch Company does not accept liability for any damage arising from the product or the service to which the scenario is applicable. The Launch Company does not accept any liability for any damage arising from the development, adaptation and implementation of the scenario, the bid book and/or the project.
8. If it turns out that The Launch Company is liable after all, all liability of The Launch Company shall be limited to the amount to be paid out for the insured event concerned by virtue of the insurance policy taken out by The Launch Company. The liability of The Launch Company shall in all events be limited to the amount that The Launch Company has received in cash by virtue of the agreement.
9. Any claim against The Launch Company shall become time-barred 6 months after the injured party has become aware or ought to have been aware of the damage-inflicting event.
10. The Launch Company and the parties involved in the scenario, the bid book and/or the project are under a confidentiality undertaking with respect to all information, materials, products and anything that refers to the scenario, the bid book and the project as well as the methods, procedures and information used for the development of the scenario, the bid book and the fulfilment and/or implementation of the project.
11. For the remuneration of the services provided, the parties shall agree to a fee. The payment shall be effected as has been agreed in the agreement between parties. For lack thereof, the creditor shall be in default by operation of law, and a late payment interest shall be payable amounting to 10% of the agreed fee or, if no cash payment has been agreed upon, amounting to Euro 3,500. The cost of recovery measures - with a minimum of 10% of the agreed fee or, if no cash payment has been agreed upon, amounting to Euro 750 - shall be at the expense of the creditor.
12. The Launch Company may terminate the agreement with any of the parties jointly or individually with immediate effect if there are valid grounds for the termination. All Intellectual Property Rights or other rights with respect to the scenario, the bid book and/or the project shall be divided as has been laid down in the agreement.
13. Should any provision from these General Terms and Conditions be or become null and void respectively non-binding, the remainder shall survive unaffected.
14. The legal relationship between The Launch Company and the other party is exclusively governed by Dutch law. Any disputes shall be brought exclusively before the competent Court of Law in Hilversum.
15. These General Terms and Conditions are available for public inspection at the office of The Launch Company and shall be sent free of charge upon request thereto. The General Terms and Conditions may also be downloaded from the site www.thelaunchcompany.nl.