

TIAS Consultancy STANDARD TERMS AND CONDITIONS

TIAS Consultancy Acts as an advisor and support the client as described in the Consultancy Agreement as 'the project', to be effective after signing the Agreement by both parties hereto.

The quotation for the project cost will be send to the client together with a project proposal and may be calculated ias:

- a fixed fee (lump Sum for the total project
- a fee per hour for the proposed duration of the project.
- A mix of fixed fee and hourly rate.

For all projects the following payment schedule is applicable:

The Consultant shall render invoices to the Company in respect of the fees referred to above and shall show any VAT (if applicable) separately on such invoices as follows:

- first invoice of 50% of the total fee after signing of the agreement.
- 25% of the total fee, before the presentation of the final report.
- 25% of the total fee, within 30 days after the presentation of the final report.

all data costs to be invoiced and payable on acceptance of the Proposal. The remaining fees to be invoiced in equal monthly amounts for the duration of the project.

TIAS Consultancy Standard Payment Terms are strictly 30 days from date of invoice. Any invoice not paid within 30 days may be subject to a late payment charge of 3% of the invoice value for each week payment is delayed.

All invoices are subject to VAT at the prevailing rate if applicable.
All payments to be made by bank transfer to:

TIAS Consultancy			
Bank:	ABN/AMRO Borne	BIC	ABNANL2A
	Account number 60.65.53.533	IBAN	NL30ABNA0606553533

All travel will be pre-approved, booked and paid for by "The Client". All journeys of more than 4 hours duration should be booked in business class. If this is not possible. **TIAS Consultancy** will book travel which will incur an administrative fee of 10% of the total cost of travel.

All travel related expenses will be charged at cost and will be subject to **TIAS Consultancy** standard payment terms (this includes mobile phone costs incurred during travel abroad on "client" trips).

Either party may terminate this Agreement before the date of its expiry by giving 60 days notice in writing to the other party. On termination, **TIAS Consultancy** shall be entitled to all sums due to it under the terms of this Agreement and up to the effective date of termination plus any expenses and success fees due.

TIAS Consultancy will at all times during the period of its Agreement with "The Client work diligently and exercise all reasonable care to ensure the accuracy of the advice and information provided by it in connection with the work carried out pursuant to its Agreement. "The Client" will use its best endeavours to provide **TIAS Consultancy** in a timely fashion and in appropriate form with information and materials necessary to enable **TIAS Consultancy** to complete its work under this Agreement.

TIAS Consultancy and "The Client" shall respect the confidentiality of any information gained during the course of the Agreement.

Neither party shall be held liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such failure is due to causes beyond the parties' reasonable control and not occasioned by their fault or negligence. Such causes shall include, but not be limited to strikes, lockouts, liaison disputes, acts of God, acts of War, extreme weather, embargo, acts of governmental agency and in these cases the Agreement shall be subject to cancellation or variations.

Should work in pursuance of this Agreement be suspended at the request of or delayed through any fault of the Client for a period of 30 days or more **TIAS Consultancy** shall then and in that event be entitled to payment for work already carried out and materials purchased in connection with the Agreement.

The Client shall indemnify and keep indemnified **TIAS Consultancy**, its servants or agents against all claims, actions losses, damages, costs and expenses which may be brought against or incurred or suffered by **TIAS Consultancy** in connection with the carrying out of work pursuant to the Agreement which arise as a result of or due to the negligence of the Client, its servants or agents.

The Client shall not directly employ any of **TIAS Consultancy** staff during the period of this agreement or for any period of one year after the termination of this agreement.

TIAS Consultancy reserves the right to alter terms and conditions and will issue notification of these in writing.