

**subject : GENERAL CONDITIONS FOR THE PROVISION OF SERVICES BY
Bullseye Security**

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PART I. GENERAL PROVISIONS

CHAPTER 1. DEFINITIONS

In these General Conditions the following concepts are understood to mean the following:

Alarm system

In system installed with or at the Object of Principal suitable to be connected through the public phone grid or a fixed line to the alarm system of the Control Room of Provider or to an external Control Room.

Alarm follow-up

Forwarding alarm notifications received by the Control Room, to the people and / or agencies specified by Principal and, if agreed, the launch of an investigation of the cause of an alarm notification, requested by Principal on site.

Security services

All forms of service rendered by Provider in the field of security and surveillance.

Message service

Accepting and forwarding messages of customers/relationships to Principal during the agreed hours with Principal, during which the phone system of Principal is unmanned.

Services

Services to be provided by Provider, as specified by the Agreement entered into by parties.

External Control Room

The third party Control room, used and designated by Provider.

Control room

The central Control Room of Provider.

Mobile surveillance

Security service by invigilators of Provider who are not stationed in or at an Object, which consists of visiting and inspecting the Object, whether or not with the help of a surveillance car.

Object

The building or premises, establishment, complex, or installation to which the Services related, all this in the broadest sense.

Object security

Security services by Staff of Provider, stationed in or with the Object.

Principal

The party/parties who entered into an Agreement with Provider, whether or not through a representative, to which these conditions apply.

Provider

The company that offers and provides the Security services, or advice, investigation or damage investigation Services and additional work.

Agreement

The Agreement between Provider and Principal, of which these conditions are part.

Staff

All (aid) persons, whether or not employed by Provider, deployed by Provider in the implementation of the agreed work.

Risk Management

Advising, consultancy and (project)management by Provider in the field of security and surveillance.

Services

Front desk services, as well as similar Services by service staff of Provider, stationed in or at the Object of Principal.

Keys

Keys, key cards, remote controls and al other possible means granting access to an Object.

Rates

The fee to be paid by Principal for the agreed Services.

CHAPTER 2

2.1 General

2.1.1 Applicability

- 2.1.1.1 These conditions apply to all offers/quotations and all Agreements between Provider and Principal, except in case of deviating provisions explicitly agreed on by both parties in writing or if provisions of one of the chapters of part II apply. These conditions also apply to all stages preceding the establishment of an Agreement and to the Services and work performed by Provider prior to the establishment of the Agreement.
- 2.1.1.2 Provider is not bound to the General Conditions declared applicable by Principal, unless Provider has explicitly accepted those conditions in writing. If Principal has declared his general conditions generally applicable to his orders and / or Agreements, the General Conditions of Provider shall prevail, unless stated otherwise as a result of a written agreement.
- 2.1.1.3 If one or more provisions of these General Conditions are void or destroyed, the other provisions of these General Conditions remain in full effect. As a replacement for the void or destroyed provisions, conditions shall apply that approximate the purpose and intent of the original provisions to the extent possible.

2.1.2 Offers and quotations

- 2.1.2.1 All offers en quotations of Provider are without obligation, unless the offer/quotation mentions an acceptance deadline. Provider is only bound to such an offer/quotation if its acceptance is confirmed in writing by Principal within the deadline mentioned in the offer/quotation. If Provider has not mentioned an acceptance deadline, the offer/quotation shall expire 30 days after the date of offer/quotation.
- 2.1.2.2 Notwithstanding the provisions of article 6:225 paragraph 2 of the Civil Code, Provider is not bound to deviations from the offer/quotation of the Provider in the acceptance by Principal.
- 2.1.2.3 In case of a composite offer/quotation for several Services, Provider has no obligation to perform a part of the Services for a corresponding portion of the agreed price, if the other part is not accepted.
- 2.1.2.4 The Agreement is established by and at the time of:
- a. Sending an order confirmation by the Principal, or
 - b. The written confirmation by the Provider of an order, or
 - c. Accepting an offer/quotation as referred to in art. 2.1.2.1 by Principal, or
 - d. The commencement start of work and / or Services by Provider

2.2 Implementation of the Agreement

2.2.1 General

- 2.2.1.1 The commitment of the Provider is an effort obligation, where Provider shall observe the specific standards of workmanship involved in the services. Provider shall comply with government imposed requirements applicable to the Services. All requirements set to the Services by Principal, are to have been explicitly agreed on with Provider.
- 2.2.1.2 If and insofar a proper implementation of the Agreement requires so, Provider has the right to have certain Services performed by third parties.

2.2.2 Labor conditions and resources

- 2.2.2.1 Principal commits to allow Provider to perform the Agreement under conditions that meet the legal safety requirements and other government regulations. Principal ensures that all information and (auxiliary) materials of which Provider states that these are required or of which Principal is to understand within reason that these are required for the implementation of the Agreement, is made available to Provider in a timely manner. If Principal does not fulfill this obligation in a timely manner, Provider has the right to suspend the implementation of the Agreement and / or charge Principal additional costs arising from negligence on part of Principal, including costs for obtaining those means, according to the customary rates.
- 2.2.2.2 If Provider provides Services in the context of the Agreement in or at the Object, Principal shall ensure all desired facilities within reason. These facilities shall in any case include: means of communication, adequate heating, lighting, power supply, toilet facilities, telephone, fire extinguishing equipment and a First Aid kit.
- 2.2.2.3 Principal shall configure and maintain the rooms, equipment and tools in which or with which the Staff of Provider provides its Services in such a way and take such measures and provide such instructions as reasonably necessary to prevent that the Staff suffers damage when providing the Services. Principal shall frequently inform Provider of the presence and the location of all materials and situations in the Object that could be considered to be dangerous for the Staff.

2.2.3 Clothing

During the services, Staff shall wear a Provider uniform, unless explicitly agreed otherwise with Principal, and statutory provisions do not dictate otherwise..

2.2.4 Limitation of service

- 2.2.4.1 The services of Provider are limited to the Services stated in the Agreement and the – insofar applicable – Object-bound work instructions, drawn up in mutual consultation by Principal and Provider.

2.2.4.2 In no case shall the services consist of breaking-up work strikes, getting involved in political or similar disputes in any way, or getting involved in disputes between Principal and one or more third parties or similar activities.

2.2.5 Offences

If Provider discovers an offence, he shall report this to Principal. Principal is authorized to report this offence. Provider reserves the right to report himself, if failure to do so might mean damage for Provider or if Provider would commit an offence by failure to report. The Provider shall report under the responsible of Principal. Provider can never be held liable for third party damage arisen from the report. Principal indemnifies Provider against all claims in this regard.

2.2.6 Keys

2.2.6.1 Keys made available to Provider in the context of the implementation of the Agreement, will be stored for a period of two months after termination of the Agreement by Provider, after which they will be destroyed for safety reasons. Principal is required collect the Keys within those two months. On request of Principal, Provider shall send the Keys to Principal. Provider is entitled to charge Principal the shipping costs.

2.2.6.2 If Keys get lost during the term of the Agreement, Principal commits to ensure replacement locks and / or Key systems within 48 hours and to provide Provider with new Keys. In no way shall Provider be liable for any damage arising after the 48-hour deadline. For damage within the 48-hour deadline, please see article 2.12.

2.3 Rates

2.3.1 General

2.3.1.1 Principal is required to pay the agreed Rate for the agreed Service in full and in a timely manner. Principal is not entitled to discount or settlement.

2.3.1.2 The prices used by Provider are exclusive of VAT and any other levies, and are exclusive of any costs to be incurred in the context of the Agreement, unless agreed otherwise.

2.3.2 Price Change

If cost- increasing changes arise during the term of the Agreement, including increases as a consequence of changes in salaries and other labor conditions, surcharges on wages and other collective costs or premium increases, premium increases for social laws, increase of expense compensations as well of increase of direct and indirect (external) costs, Provider is entitled to enforce an interim increase of the price agreed on with Principal, subject to the regulations defined and to be defined by the government in this respect. This authority arises after the passing of three months after the date on which Provider and Principal have entered into the Agreement.

2.4 Payment

2.4.1 Billing and payment terms

Principal is required to pay the invoice within 14 days after invoice date in a way to be specified by Provider, unless the invoice states a different payment term. If no payment is made within the specified term, Principal is automatically in default. In that case, Principal is due statutory interest over the invoice amount, without further warning or notice of default, as

of 14 days after invoice date. Furthermore, Principal is due all reasonable costs incurred by Provider to obtain extra judiciary payment, including the costs of a collection agency, lawyer and / or bailiff. In case of non-payment, Provider is entitled to charge a minimum of 15% of the invoice amount in extrajudicial costs; if the actual costs of the extrajudicial measures are greater, Principal is due this greater amount.

2.4.2 Partial dispute and suspension

2.4.2.1 If Principal partially disputes the correctness of one or more invoices, this doesn't discharge Principal from his obligation to pay the undisputed part of those invoices within the payment term. An inadequate dispute can never be a valid reason for a full or partial denial of Principal to pay the invoices of Provider.

2.4.2.2 If the invoices of Provider are not paid in a timely manner, Provider has the right to suspend his work until Principal has fully fulfilled his obligations.

2.4.2.3 If the invoices of Provider aren't paid on time repetitively, Provider has the right to demand a maximum advance of three times the last term bill, in deviation from the agreed payment terms.

2.4.3 Allocation of payment

Payments made by Principal shall initially always serve for payment of all interest and costs due, and subsequently for payment of the longest outstanding payable invoices, even if Principal states that the payment relates to a later invoice.

2.5 Duration of the Agreement

An Agreement can be entered into indefinitely or for a definite term. The choice of the parties is recorded in the individual Agreement, subject to art. 2.1.2.

2.5.1 Indefinitely

Each of the parties has the right to terminate a definite term Agreement for at the end of each calendar year by means of registered letter, subject to a three month notice.

2.5.2 Definite term

A definite term Agreement is deemed to have been renewed with an equal period, after expiration of the agreed period, unless Principal or Provider have notified the other party at the latest three months prior to the date of expiry of the period, in writing, of the fact that the Agreement ends at the end of the term.

2.6 Dissolution

Each of the parties may dissolve the Agreement if the counterparty – after the reasonable term set in a written notice of default has passed – fails to fulfill its obligations under this Agreement. Each party also has the right to dissolve the Agreement effective immediately in case of bankruptcy or suspension of payment of the counterparty, or if the Natural Persons Debt Rescheduling Act is invoked for the counterparty.

2.7 Force Majeure

2.7.1 Description

In these General Conditions, Force Majeure is understood to mean all circumstances, foreseen or unforeseen, that can't be attributed to Provider, preventing Provider to fully or partly fulfill his obligations. In any case, this shall include: terrorism, malevolent contamination, as well as measures taken by the government and / or third parties to deflect the danger of terrorism and / or malevolent contamination or, if this danger has already been realized, to limit its consequences. It shall also include work strikes within the company of the Provider, strikes elsewhere, insofar they inhibit Provider in its services, failure of the suppliers of Provider to fulfill their obligations as well as extreme weather- and traffic conditions.

2.7.2 Consequences

2.7.2.1 In case of Force Majeure, Provider is authorized, without judicial intervention, to either suspend the implementation of the Agreement for a maximum period of six months, or to immediately dissolve the Agreement, without any obligation to pay compensation of damages. Provider also has the right to invoke Force Majeure if the circumstance that inhibits the (further) fulfillment occurs during the implementation of the Agreement.

2.7.2.2 If Provider has partially fulfilled its obligations on the occurrence of Force Majeure or is only able to fulfill part of his obligations, he is entitled to bill the part already performed or part to be performed separately. Principal is required to pay this bill as if it were a separate contract.

2.8 Intellectual property

The intellectual property rights to the documents provided by Provider, such a reports, designs, sketches, descriptions, drawings, software and software made available by him, remain at Provider. These documents are exclusively intended for use by Principal, and cannot be duplicated, disclosed or made available to third Parties without prior written consent of Provider.

2.9 Confidentiality

Both parties are required to observe full confidentiality with regard to all confidential information they have obtained from each other or from other sources in the context of the Agreement. Information is deemed to be confidential if a party has identified is as such or of this is obvious due to the nature of the information.

2.10 Staff

2.10.1 Requirements

Provider chooses the Staff for the Services to be performed for Principal based on the information provided by Principal and subject to the requirements the Staff needs to meet under the Agreement between parties and the Law. Within the aforementioned context, Provider is free in its choice of Staff. If the Staff deployed by Provider does not meet the agreed requirements and will not be able to meet those requirements within a reasonable term, or structurally fails to perform the work properly, Provider shall replace the Staff in question after a written request of Principal and after consultation with Principal.

2.10.2 Instructing and Training

If it's necessary for the Staff of Provider to be instructed by Principal and / or follow training especially for the work of Principal, the costs shall be borne by Principal.

2.10.3 Staff Acquisition

During the term of the Agreement and within six months after its termination, Principal shall not hire any Staff of Provider and / or have Staff of Provider perform work for him or third parties, under penalty of an immediately payable fine of € 15.000,00 per violation, plus an amount of € 1.000,00 for every day the violation of this article lasts, without prejudice to the right of Provider to full compensation of damages.

2.11 Complaints

Provider should be notified by Principal of complaints about the implementation of the agreement within 8 days after he has discovered the non-performance or could have discovered the non-performance, within writing, under detailed provision of the nature and scope of the complaints. If Provider deems a complaint valid, Provider will provide the Services as agreed, unless this has become impossible or pointless. If the performance of the agreed Services has become impossible or pointless, Provider shall only be liable within the limits of chapter 2.12.

2.12 Liability

2.12.1 Limitations

2.12.1.1 Provider is exclusively liable for direct damage as a consequence gross negligence or intent of Provider – to be proven by Principal – in the implementation of his obligations, arising from the Agreement entered into by parties. Provider is not liable for corporate- and consequential damage, including in any case suffered losses and lost profits. For damage caused by an event (directly or indirectly) connected to terrorism or malevolent contamination, Provider shall never be liable.

2.12.1.2 Provider is not liable for damage that is inevitable on correct implementation of the Services or that is the consequence of circumstance induced urgency. The rules of affairs (Article 6:198-202 BW) are fully applicable. Nor is Provider liable for damage that is the consequence of a work method known to Principal and to which he didn't object in writing.

2.12.1.3 In no case, Provider shall be liable for the consequences of the incorrectness of details provided by on behalf of Principal. Nor is Provider liable for inaccuracies or omissions arisen on the forwarding or sending of details, delays or errors in the transmission of data, communication failures, problems with reaching the persons specified by Principal, the consequences of) computer, pager, telephone or fax failures, programming errors, failures, or disconnection of a fixed line connection by whatever cause.

2.12.1.4 The liability of Provider is, in any case, limited to the height of the agreed annual compensation of Provider with a maximum of € 50.000,00 per event or series of related events and a maximum of € 1.000.000,00 per Principal per year, unless, where appropriate, the corporate liability insurance of Provider pays a lower amount. In that case, the liability is limited to a maximum of the amount paid by the insurance company of Provider. On request of Principal, Provider shall provide information about his corporate liability insurance.

For damage arising from the circumstance in which Keys, entrusted to Provider in the context of the implementation of the Agreement, are lost, the liability is limited to an amount of € 2.500,00 per event with a maximum of € 10.000,00 per Principal per year.

2.12.2 Staff Defense

The Staff of Provider may claim against Principal all defenses to be derived from the Agreement, as if they were a party in the Agreement themselves.

2.12.3 Indemnification

Principal indemnifies Provider from all third party claims against Provider in respect of loss or damage to Object and goods for which Provider provides Services. In addition, Principal shall indemnify Provider from claims of Staff of Provider regarding compensation of damage suffered by this Staff in the implementation of the work or during the performance of Services for Principal, unless that damage is mainly the consequence of intent or gross negligence on behalf of this Staff.

2.13 Jurisdiction and applicable law

Disputes about the Agreement and compliance therewith, shall be submitted to the competent court of the Hague or any other competent court at the discretion of the Provider. To all Agreements between Provider and Principal, Dutch Law exclusively applies.

PART II. SEGMENT PROVISIONS / SPECIAL ACTIVITIES

CHAPTER 3

3.1 Control room

3.1.1 Warning and data processing

- 3.1.1.1 Provider shall only alert the agencies and persons in accordance with the written instruction by Principal. In this, Provider will work in the order specified by Principal as much as possible, but is not bound to do so. Provider does not guarantee adequate actions by the alerted persons or government agencies.
- 3.1.1.2 Provider has the right to store written details obtained from Principal in a digital database. Modifications to those details should be sent to Provider by Principal in writing. Changes submitted by Principal will be processed in this database. On request of Principal, Provider will send an up-to-date list of the data registered in the database.
- 3.1.1.3 In case of a dispute in which the signals registered by the Control Room of the Alarm system and / or Principal details registered by the Control Room are at stake, the registration or database of the Control Room forms the decisive factor.

3.1.2 False alarm

Partly to avoid false alarm for the police and / or other government agencies, Provider has the right to inspection an alarm notification with Principal first. At more than 10 false alarms, Provider has the right to charge an amount of € 15,00 ex. VAT, per false alarm or to terminate the Agreement effective immediately after written warning.

3.1.3 Alarm system and connection

- 3.1.3.1 Principal is responsible for the installation of an Alarm system suitable to be connected to the Control Room of Provider, for maintaining the connection, the timely activation and deactivation of the Alarm system and the use of the Alarm system in accordance with the instructions/user manual.
- 3.1.3.2 Principal must ensure the instruction of third parties (for instance his Staff and / or room mate and / or tenants) who, in view of the correct implementation of this Agreement, should be aware of the operating instructions of the Alarm system and the procedure that is to be followed in case of an alarm.
- 3.1.3.3 Provider is not responsible for the consequences of malfunctions of or defects to the Alarm system and / or the connection by whatever cause.
- 3.1.3.4 Principal has an obligation to grant the staff of Provider access to the Object to perform necessary work to the Alarm system.

3.1.4 Trial period and Client testing

3.1.4.1 The first fourteen days after connection of the Alarm system to the Control Room, are considered to be a trial period. During the trial period, only Principal will be warned when the alarm is triggered, unless parties explicitly agree otherwise.

3.1.4.2 Principal may test the Alarm system from time to time, provided that the Control Room has received timely notification of this. If this is not the case, due to which an alarm is triggered, this will be considered a false alarm to which charges will apply.

3.2 Message service

3.2.1 General

Provider does not guarantee the accessibility of the person to which the messages are to be forwarded. Provider is only bound to forward messages, and therefore, Provider will not accept requests for information or comments, and will not accept any complaints. Provider is not responsible for damage related to the inaccessibility of said persons.

3.2.2 Details

To the registration and change of details of Principal by the Control Room of Provider, paragraph 3.1.1 of these General Conditions applies accordingly.

3.2.3 Additional compensation

If the actual number of messages, measured over a period of three months, appears to be higher than agreed, Provider will charge the number of additional messages in proportion to the fee for the agreed number of messages.

3.2.4 Telephone Reimbursement

Principal is responsible for ensuring that the telephone of Principal is forwarded to the Control Room of Provider, or that his customers contact the Control Room of the Provider using the designated phone connection between the agreed timeframes. Provider shall never be responsible for malfunctions of or defects to the telephone connection by whatever cause.

3.3 Alarm follow-up and mobile surveillance

3.3.1 External Control Room

If Principal is not connected to the Control Room of Provider, but with an External Control Room, Provider shall never be responsible or liable for the operation of that Control Room and the incorrectness of the details provided by that Control Room. The External Control Room is responsible for registration and change of the alert addresses and action patterns and ensures that the people specified by Principal are contacted. In case registration and change are performed by the Control Room of Provider, paragraph 3.1.1 of these General Conditions shall remain in full effect.

3.3.2 Unnecessary inspection on alarm follow-up

An unnecessary inspection will be considered an Alarm follow-up, regardless of the cause, and be charged to Principal. If the invigilator has to come to the Object on request of Principal, without there being any alarm notification, Principal shall also be charged an Alarm follow-up.

3.3.3 Impediment inspection round on Mobile surveillance

The inspections of visits of a mobile invigilator to the Object, may be part of a round that also includes inspections of Objects of other customers, in order to keep the costs of security at a reasonable level. The invigilator may be required to urgently investigate another Object or to provide assistance to another invigilator, due to which the inspection of the Object of Principal may be delayed, interrupted or passed. Provider is not liable to damage of Principal caused by such impediment.

3.3.4 Opening- and closing rounds

Provider is not liable for delays of opening and closing of the Object caused by unforeseen circumstances, such as unusually heavy traffic and weather conditions.

3.4 Object security and Services

3.4.1 Timetable

Provider shall provide the required Staff on accordance with a timetable agreed in consultation with Principal. Additional hours shall be separately charged to Principal. For a short shift (less than three hours) a minimum of three hours will be charged.

3.4.2 Less hours

If, by request of Principal, Provider provides less hours than specified in the timetable, this will not lead to a reduction of the price.

3.4.3 House Rules

The Staff van Provider shall comply with the regulations and / or house rules applicable to the Object insofar the tasks to be performed by the Staff allow them to do so.

3.5 Risk Management

3.5.1 Non-operational status

3.5.1.1 If, in the context of Risk Management, Provider provides the Principal with Staff for the duration of a project, Principal is required to notify Provider in writing of the end date of the project as soon as he knows this date, however at the latest one month prior to the end of the project.

3.5.1.2 Principal guarantees that the working hours of the Staff provided to Principal, meet the requirements of VPB-CAO and any legal requirements. Start and duration of holidays are determined in mutual consultation between Principal, Provider and the Staff provided.

3.5.1.3 Principal is due the fee for the provision of Staff over the entire employment scope agreed plus a fee for any additional hours worked, and any costs incurred by the Staff, unless the Staff wasn't active due to illness, disability, leave or any other reason covered by the risk of

Provider. If work is performed outside of customary work hours, the surcharges agreed on with Principal shall apply.

3.5.1.4 Provider shall bill according to the timesheets of the Staff, signed by Principal for accord. Principal is responsible for the correct statement of hours and additional hours worked, and costs incurred by the Staff.

3.5.1.5 If Principal refuses to sign the timesheets for accord, Provider has the right to determine the number of hours worked by the Staff himself, in accordance with the statement of the employee, or in lack thereof, based on the agreed labor scope.

3.6 Advice, Investigation and Damage investigation

3.6.1 General

3.6.1.1 Principal is to guarantee that the objectiveness and / or integrity of Provider are guaranteed. If Principal is no longer able to meet this obligation, Provider has the right to terminate the Agreement effective immediately, without notice of default.

3.6.1.2 Provider is required to perform its Services and work to the best of its knowledge and abilities, subject to the rules laid down by the government and the (privacy) code of conduct of the Section ARS of the VPB.

3.6.2 Reporting

3.6.2.1 To complete an assignment, Provider shall issue a report to Principal containing its findings.

3.6.2.2 Whenever Provider deems necessary or when agreed with Principal, Provider shall issue interim reports to Principal.

3.6.2.3 Provider shall store all registrations, details, correspondence, documents and other data containers regarding the acceptance and implementation of the contract for a period of at least five years after submitting the final report. Draft documents or drafts will be stored for a minimum period of one year. Other affairs that belong to Principal, shall be attached to the end report and sent to Principal.

3.6.3 Strategic partners

If, and insofar Provider deems this to be necessary for a proper implementation of the contract, he is allowed to have himself assisted by one of more persons or agencies he deems fit to do so, insofar customary in consultation with Principal. The costs of these experts shall be born by Principal.

CHAPTER 4. ENTRY INTO FORCE

Above-mentioned conditions for the provision of services by provider, enter into force on the day of deposit with the Clerk of the District Court of The Hague, being February 17th 2004. They should be mentioned as follows: 'Algemene Voorwaarden voor het Verrichten van Services door leden van de Vereniging van Particuliere Beveiligingsorganisaties (V.P.B.)' (General Conditions for the Provision of Services by members of the Association of Private Security Organizations).