



## **GENERAL TERMS AND CONDITIONS – LEAGUE GEOPHYSICS B.V. Version Dec. 2018**

### **Considerance**

League Geophysics offers geodata processing and analysis solutions. The company was founded to address the specific demand for high quality data and innovative QC solutions in the survey sector. League Geophysics is engaged in developments in the industry and data consultancy in the field of maritime UXO-detection. League Geophysics' mission and ambitions is: using innovative ways to get a better understanding of the subsoil using automatization tools on big geophysical data sets and make them visual for our clients.

These general terms and conditions have been drawn up in order to clarify the rights and obligations of the parties with respect to the activities to be performed and carried ensuing from the agreement relating to League Geophysics' services and/or associated legal entities, hereinafter referred to as League Geophysics.

### **1 Definitions**

- a) "League Geophysics": League-Geophysics B.V., the limited liability company established in Amsterdam the Netherlands, at Gyrocoopweg 25 (1042 AC) and/or associated legal entities, and registered at the Chamber of Commerce under the number 72955546
- b) "Client": any natural or legal person that requests a quotation from League Geophysics and/or enters into an Agreement with "League Geophysics", or who intends to do so
- c) "Agreement": any agreement between League Geophysics and the Client (including, but not limited to agreements concerning the provision of services comprised of geodata analysis).
- d) "Documents": All goods and materials made available by the Client to League Geophysics, including documents or data carriers, as well as all goods produced by League Geophysics within the framework of the execution of the assignment, including documents or data carriers.
- e) "Party": Both League Geophysics and Client
- f) "Personal Data": all data that is traceable to natural persons within the meaning of the Personal Data Protection Act, or the General Regulation on Data Protection.

His and he applies, Mutatis Mutandis, to both the male as well as the female person who is in any way involved in the agreement.

### **2 Applicability**

- a) These general terms and conditions apply to all offers made by League Geophysics, to agreements concluded and to all actual and legal acts performed by League Geophysics in the implementation thereof. A copy of these conditions can be downloaded free of charge from the website [www.league-geophysics.com/terms-and-conditions](http://www.league-geophysics.com/terms-and-conditions) and will also be sent free of charge on first request. The applicability of any other condition is hereby explicitly rejected.
- b) If one or more stipulations in these general terms and conditions are at any time wholly or partially void or are nullified, then the other provisions mentioned in these general conditions remain in full force. In such a case, the parties will consult with each other to agree on new provisions to replace the null and void or nullified provisions, with the aim and purport of the original provisions being sought as much as possible.
- c) All provisions in these general terms and conditions also apply to activities of the directors and employees of League Geophysics and/or to any third parties or auxiliary persons engaged by League Geophysics.
- d) When League Geophysics hires third parties for the execution of the work, then the provisions of these general terms and conditions have also been stipulated for the benefit of this third party, in so far as this third party wishes to invoke them.

### **3 Quotation, Conclusion of the Agreement**

- a) Quotations by League Geophysics are free of obligation, are not binding, and are valid for a period of 30 calendar days starting from the date of the quotation.
- b) An Agreement is concluded at the time that the offer signed by the client is received back by League Geophysics, or when the execution of the work has started, or another statement showing that the agreement has been concluded.
- c) The prices stated in an offer are exclusive of VAT and other government levies, duties, taxes, as well as any costs to be incurred in the context of the agreement, including travel and accommodation costs, unless stated otherwise.
- d) Only those who are entitled to bind League Geophysics by virtue of its articles of association and/or an entry in the relevant registers of the Chamber of Commerce and Industries shall have the authority to enter into agreements for League Geophysics. It should be noted that representatives, agents or other persons not belonging to the League Geophysics management team shall not have the authority to enter into an Agreement that is binding for League Geophysics. Undertakings given orally in the form of terms agreed with League Geophysics employees shall be binding for League Geophysics only if and insofar as they are confirmed by League Geophysics in writing.

### **4 League Geophysics's Services**

- a) League Geophysics has the right to have certain work carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is hereby expressly excluded
- b) League Geophysics shall make its best efforts to perform its services to the best of its ability and to execute the Agreement as well as possible, with the greatest possible care and in accordance with the generally recognised technical practices prevalent at the time when the Agreement was concluded.
- c) The products to be supplied by League Geophysics shall be comprised of, a standard report and or standard charts, as specified in the quotation. If and insofar as the Client wishes changes to be made at a later stage, the implementation of such changes shall be regarded by League Geophysics as additional work and shall be charged for accordingly.
- d) Where additional work is to take place, the delivery/execution period will be extended by the time required to supply or arrange for the supply of the necessary equipment and parts and to perform the additional work.
- e) The results of a geophysical survey provide an indirect insight into the underground conditions in the soil at the time of the measurement. The results are interpretations of the measurement values at that time.
- f) League Geophysics gives no guarantees concerning the physical characteristics and penetration of the soil and the suitability of the selected measurement technique(s).
- g) Given the possible presence of obstacles to the performance of hydrographic and geophysical surveys (surfaces that are not freely accessible, objects, plants, trees, structures, floating ice, extreme weather conditions, impaired visibility, moored ships etc), League Geophysics does not guarantee that all sites can be surveyed, and / or full data coverage can be achieved.
- h) If weather conditions and/ or other Force Majeur prevent League Geophysics's work from going ahead, any resulting costs will be for the account of the Client. If the site of the project makes demobilisation impossible, League Geophysics shall charge a stand-by fee, as yet to be agreed, for the duration of those weather conditions and/or the period during which the survey is put on hold.
- i) If access to the measurement area is refused and/or is impossible, no measurements will be taken at the site in question. If, at the Client's request, the measurements shall be performed at a later stage, that work will be charged for as additional work based on the time actually spent on it.

- j) The interpretation of measurements using automatic and/or manual techniques shall be performed by League Geophysics to the best of its ability. League Geophysics does not guarantee the accuracy of the interpretation of the measurement results.
- k) League Geophysics reserves the right to use different equipment/software with equivalent or better specifications.
- l) The employees of League Geophysics work according to the guidelines laid down in health and safety legislation and the company-wide HSE manual in order to guarantee employee safety during the work. No works will be performed at locations where, in the opinion of League Geophysics employees, it is not possible to work safely.

**5**

**Client Data**

- a) The Client is obliged to provide all information, not limited to information, knowledge and changes that League Geophysics indicates are necessary, or that the Client should reasonably understand are necessary for the correct execution of the agreement, completely, on first request, at least in time and in the desired form and in the desired manner, to League Geophysics. The above also applies if the data originates from third parties.
- b) League Geophysics has the right to suspend the execution of the assignment until the moment that the Client has fulfilled the obligations referred to in the previous paragraph.
- c) If and insofar as requested by the Client, the documents made available will be returned, subject to the provisions under article 13.d.
- d) The Client guarantees that all information supplied by him is free of copyright or other rights. League Geophysics has no obligation to investigate this, the full responsibility in this respect lies entirely with the Client. The client fully indemnifies League Geophysics for claims from third parties in this respect.
- e) The Client guarantees the correctness of the data and documents provided by him and indemnifies League Geophysics for damage resulting from incorrect or incomplete information.

**6**

**Obligations of the Client**

- a) Unless explicitly agreed otherwise, the Client is responsible for and will ensure that all permits, licenses and other approvals necessary for the project, the work and the location are obtained. This unless otherwise agreed in writing.
- b) The Client shall ensure that League Geophysics's staff, auxiliary persons and materials have free access to the area/working area and that the project and/or the services can start on the agreed date and can be executed without interruption or hindrance.
- c) The Client shall ensure that the working conditions at the site (in particular with regard to safety and health) are fully and properly compliant with the required standards and are fully compliant with the local regulations and requirements.
- d) If during the execution of the work it is necessary that obstacles are removed in whole or in part, these obstacles are only removed and/or replaced at the expense and risk of the Client.
- e) The parties will act in accordance with all laws, regulations, decisions and/or other requirements and instructions from governments and/or other authorities.
- f) If and insofar as is requested by League Geophysics, the Client shall ensure the timely and sufficient provision of electricity, water, sanitary facilities, a site hut, a canteen area, and storage space for equipment and materials.
- g) The Client shall ensure that the site/work site, the building and the storage space for equipment and materials are closed and secured properly.
- h) The Client shall ensure that League Geophysics's staff and auxiliary persons are aware of all the applicable safety standards, health, safety and environmental rules of the Client and/or those that are specifically applicable to the execution of the Agreement.
- i) The Client is obliged to provide to all employees engaged by League Geophysics certified and ISO/EN-standardized, effective and suitable project-specific clothing and Personal Protective Equipment, such as but not limited to: lifejackets, special helmets, fall-prevention/climbing/integrated or overalls with special coating.

**7**

**Price**

- a) League Geophysics shall be entitled to make charges for rises in the price of equipment, rent, freight, salary and social security costs. The quotation date shall be the reference date for price-level purposes.
- b) In the case of longer-term Agreements, League Geophysics shall be entitled to revise the price level after two years in view of increases in the price of equipment, rent, freight, salaries and social security costs.
- c) If the Agreement and/or Quotation specifies a payment schedule, the Client shall pay the tender amount in accordance with the deadlines specified therein. Those deadlines shall be considered as final, even if they are backed up by an invoice. If the Agreement does not contain a payment schedule, League Geophysics shall invoice the tender amount immediately after the work is completed or on a monthly basis proportionate to the progress of the services or deliveries to be provided by League Geophysics.

**8**

**Payment**

- a) Unless otherwise agreed in writing, the Client is obliged to pay the amount owed by him within 30 days of the invoice date.
- b) Payment is made via bank transfer.
- c) In the absence of payment within the period referred to in article 8 paragraph a, the Client is legally in default and League Geophysics is entitled to all rights and actions arising from this. In that case, the Client will also owe statutory interest as referred to in art. 6:119 and 6:119a of the Dutch Civil Code. The Client is not entitled to settle amounts, except with permission from League Geophysics.
- d) Costs as a result of collection of the claim are at the expense of the Client. The costs are fixed at 15% of the amount to be claimed with a minimum of €500 (in words: Five hundred euros)
- e) In the event that League Geophysics has instituted its claim in legal proceedings, the Client is obliged to fully reimburse the actual costs involved in this procedure, without prejudice to the claims of League Geophysics in respect of extrajudicial costs. This includes all costs insofar as they exceed a possible cost order of the Client on the basis of article 237 of the Dutch Code of Civil Procedure (Wetboek van Burgerlijke Rechtsvordering).
- f) Payments made by the Client always first serve to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- g) League Geophysics is entitled to send partial invoices.
- h) Upon termination of the agreement, League Geophysics will prepare its final statement of the work already carried out by it. The provisions mentioned in this article are fully applicable.
- i) When more Clients are involved in the agreement, they are all jointly and severally liable for the payment of the invoices and all other obligations arising from the agreement.
- j) If the costs incurred or investments have not led to the desired result, this will not lead to crediting, or at least, this does not release the Client from his payment obligation towards League Geophysics.

**9**

**Delivery and Execution Periods**

- a) The delivery and/or execution periods specified by League Geophysics and stipulated in the Agreement are approximate periods and shall never be regarded as strict deadlines, unless explicitly agreed otherwise. In the event that the Agreement does not specify any delivery and/or execution periods, League Geophysics shall not be bound by any delivery and/or execution periods whatsoever.
- b) League Geophysics is obliged to notify the Client of any circumstances that may hinder the execution of the Agreement within any delivery and/or execution periods that have been agreed in writing.

- 10      Ownership and Use of Data**
- a) All plans, reports, sketches, calculations and documents produced by League Geophysics by order of the Client shall become the property of the Client once the latter has paid for them and may be used by the Client only for the purposes for which they were produced.
  - b) All data provided to and/or items delivered to the Client shall remain the property of League Geophysics until the Client has fully paid all sums owed, including interest.
  - c) The copyright to all the data referred to in the previous paragraph shall vest exclusively in League Geophysics. Full or partial publication or reproduction is permitted only with League Geophysics's prior written consent. The same shall apply to the passing on and repeated use of such data by third parties or by the Client itself.
  - d) The intellectual property rights to the techniques used by League Geophysics in the execution of the Agreement shall vest exclusively in League Geophysics. The Client shall not be entitled to any licence or right of use in respect of the techniques applied by League Geophysics.
  - e) If during or as a result of the execution of the Agreement an invention emerges that League Geophysics believes to be patentable, only League Geophysics shall be entitled to apply for a patent for that invention, in its own name and for its own account. The Client shall not be entitled to any licence or right of use in respect of a patentable invention.
  - f) Each Party would retain ownership of their Background intellectual property rights existing as of the Effective Date, or developed or acquired independently of the assignment, and nothing in the agreement shall assign any ownership to the other Party with respect to such Background intellectual property rights, unless otherwise agreed in writing.
- 11      Confidentiality, Advertising**
- a) The Client and League Geophysics are obliged to maintain the confidentiality of all information provided by the other party and considered as confidential, in any form whatsoever.
  - b) League Geophysics shall be entitled to publicise the project to which the Agreement relates for advertising purposes.
  - c) The Client is obliged to mention League Geophysics's name in any publications about the project and the work performed by League Geophysics, published in any form and spread through any medium whatsoever.
- 12      Duration and Termination**
- a) The agreement is entered into for an indefinite period of time, unless it follows from the nature or scope of the assignment that it has been entered into for a definite period of time.
  - b) The parties have the right to terminate the agreement with due observance of the provisions included in this article, with cancellation always taking place towards the end of the month.
  - c) For agreements with an unlimited term, a notice period of three months applies.
  - d) For agreements with a limited deadline in principle, but which are tacitly extended, a notice period of three months before the end of the extended period.
  - e) Agreements with a limited term, such as a full project agreement, cannot be terminated prematurely.
  - f) The parties have the right to terminate this agreement immediately and without having to give notice to the other party in case:
    - i) The other party has applied for a suspension of payments or is declared bankrupt;
    - ii) The other party sells or transfers its business to a third party and/or loses direct control over its business.
  - g) Each of the parties has the right to terminate this agreement in the event that it is proven that:
    - i) a material breach of trust has arisen;
    - ii) continuation of the agreement according to standards of reasonableness and fairness is unacceptable.
  - h) Parties always have the opportunity to mutually agree to another notice period if the circumstances of the case justify this.
- 13      Dissolution, Premature Termination, suspension**
- a) If the Client fails to comply or to comply in a proper or timely fashion with any obligation that arises for it from the Agreement concluded with League Geophysics or a connected Agreement, League Geophysics will automatically be entitled to fully or partially dissolve the Agreement by means of an extrajudicial declaration without any further notification or notice of default being required and will also be entitled to claim the losses it has incurred due to the dissolution.
  - b) In the event of dissolution, any mutual claims shall become payable immediately. The Client shall be liable for the losses incurred by League Geophysics, including but not limited to loss of profit, obligations undertaken in relation to third parties for the Client's benefit and any transportation costs.
  - c) If, after the Agreement is concluded, circumstances come to light that give League Geophysics good grounds to fear that the Client will not comply with its obligations, League Geophysics will be entitled to suspend the performance of its obligations. In the event of suspending performance, League Geophysics is entitled to require the Client to provide sufficient security for compliance with all of its obligations.
  - d) League Geophysics is entitled to suspend the fulfillment of all its obligations, including the issuance of documents or other items – including, but not limited to, digital files – to the Client or third parties, up to the moment that all due and payable receivables, including advance payments, are fully paid by the Client.
  - e) League Geophysics is not liable for any damage caused by the suspension, even if it appears that the suspension was based on an incorrect legal basis.
- 14      Liability of League Geophysics**
- a) If League Geophysics is liable, then this liability is limited to what is stipulated in this provision.
  - b) In all cases, League Geophysics' obligations can be qualified as best efforts. League Geophysics will act to the best of its knowledge and ability. A commitment will only apply as a result obligation if this has been agreed in writing. All actions and activities including the provision of advice are at the expense and risk of the Client, unless otherwise specified.
  - c) League Geophysics is not liable for damage, of whatever nature, caused by League Geophysics assuming incorrect and/or incomplete information provided by or on behalf of the Client.
  - d) If League Geophysics is liable for any damage, League Geophysics's liability is limited to a maximum of 3 times the invoice value of the order, or to that part of the order to which the liability relates. If the assignment continues for more than six months, the aforementioned liability is limited to an amount equal to the total amount that League Geophysics has received from Client in the last 3 months before the damage occurred. All the above with a maximum of € 10.000,-
  - e) Notwithstanding sub d of this article, League Geophysics's liability for loss or damage of documents is limited to € 5.000,- any one accident or occurrence and each year.
  - f) League Geophysics is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred to have League Geophysics's defective performance conform to the agreement, to the extent that these can be attributed to League Geophysics, and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.
  - g) League Geophysics is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
  - h) Client holds harmless League Geophysics against all third-party claims, and will compensate League Geophysics for the costs it incurs or will incur in connection with the defense against such third-party claims, which are related to or result from activities performed by League Geophysics under the terms of the agreement(s) with Client.
  - i) Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against League Geophysics and all persons used by League Geophysics for the performance of the agreement is 2 years.

- j) The limitations of the liability in this article do not apply if the damage is due to the intent or gross negligence of League Geophysics or his managerial subordinates.

**15 Force Majeure**

- a) In the event of a non-attributable failure on the part of League Geophysics to comply with the Agreement, the approximate delivery periods specified in the Agreement will be extended by the period during which League Geophysics has been obstructed from complying with its obligations by the non-attributable failure.
- b) A failure that is not attributable to League Geophysics shall be understood to mean any event independent of the will of League Geophysics that temporarily or permanently obstructs or delays compliance as well as, insofar as not covered by the foregoing, war, the threat of war, civil war, disorder, acts of war, fire, water damage, flooding, strikes, sit-ins, lockouts, import and export restrictions, government measures, mechanical faults, disruptions to the energy supply and all circumstances at League Geophysics's business and the businesses of third parties from which League Geophysics must obtain some or all of the necessary equipment or raw materials, as well as in storage or during transportation whether carried out by the company itself or otherwise, in addition to all other causes that are not due to the fault of League Geophysics and are not considered to be at the risk of League Geophysics.
- c) In the event that the execution of obligations under the Agreement is temporarily prevented as a result of a force majeure, the force majeure will only have the effect of postponing the execution of those obligations (with the exception of payment obligations), and this fact shall not apply as a reason not to comply with the Agreement.
- d) If force majeure arises when the Agreement has already been partially executed and, as a result of the force majeure, the remaining deliveries become entirely impossible or will be delayed by more than four months, the Client will be entitled either to retain the goods that have already been delivered and pay the price due for them, or to regard the Agreement, including the part thereof that has already been executed, as having been terminated subject to the obligation to return the delivered goods to League Geophysics at the Client's own risk and account, provided that the Client can demonstrate that it can no longer effectively use those goods that have already been delivered due to the non-delivery of the remainder of the goods.
- e) If League Geophysics fails to comply with any of its obligations as a result of force majeure, League Geophysics will never be liable to the Client for losses arising in any way whatsoever and will be entitled, without judicial intervention, to opt either to suspend the execution of the Agreement for no more than six months or to dissolve the Agreement in full or in part, in both cases without being obliged to pay any compensation.

**16 Personal data**

- a) League Geophysics will perform all efforts that can reasonably be expected of it to keep personal data confidential.
- b) Insofar as necessary, personal data -with the intention what it is used for- are registered by League Geophysics with the Data Protection Authority (College Bescherming Persoonsgegevens).
- c) Client gives League Geophysics permission, for the proper execution of the assignment and/or to the extent necessary, to use or process his/her personal data.
- d) Unless League Geophysics is required by law, no personal data will be provided to third parties without the explicit permission of the data subject.
- e) For questions about, among other things, (the purpose of) the registration, the use of the personal data and/or for the transfer of changes or for objection to (further) use or registration of his/her personal data, the Client or the data subject must submit these in writing to the League Geophysics office in Amsterdam.

**17 Change clause**

- a) League Geophysics has the right to change these conditions. League Geophysics will inform the Client of this in writing. Client then has the right to terminate the agreement within two months after this notification. If no response is received within two months, the change will be considered to be accepted and therefore irrevocable.

**18 Penalty clause**

- a) If the Client acts contrary to the provisions of article 10 and 11 of these general terms and conditions, the Client will forfeit a fine of €1,000.00 (in words: one thousand euros) to League Geophysics for each violation, plus an amount of €1.000 (in words: one thousand euros) for each day that the violation continues. The fine is capped at €100,000 (in words: one-hundred thousand euros). The fine is immediately due and payable, without any notice of default or other prior declaration in the sense of art. 6:80 of the Dutch Civil Code being necessary. This penalty is due both for an attributable and non-attributable shortcoming and without prejudice to any other rights or claims of League Geophysics, including in any case the right of League Geophysics to claim full compensation.

**19 Evergreen clause**

- a) In order to ensure that even after the end of the agreement some provisions remain valid, an evergreen clause has been included here. The provisions of Articles 10, 11, 18,19 and 20 shall also remain in force after termination of this agreement.

**20 Applicable law and competent court**

- a) Only Dutch law applies to all legal relationships between the Client and League Geophysics.
- b) All disputes between the Client and League Geophysics are exclusively settled by the competent court in the district where League Geophysics is located.