

YOU DECIDE™

LEGAL DOCUMENT

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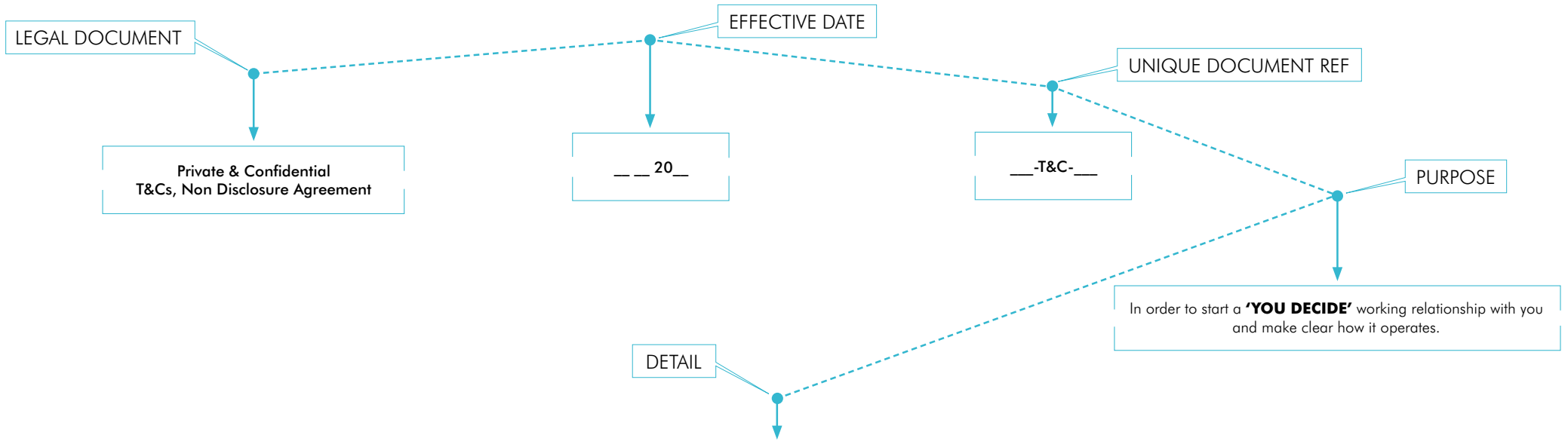
Trust fuels everything we do. We believe trust fosters advantage,
creating experiences that people need, want and desire.

So, we've removed the biggest barrier to trust based relationships. Put simply we've removed fees, fee structures, hourly or daily rates, retainers or any other pre-agreed monetary arrangement.

In short: the obligation to talk about them at any stage is gone.

Put simply, 'YOU DECIDE'TM the value of our work once we've delivered – no questions asked, no catch, simple.

Our 'YOU DECIDE'TM terms and conditions, rather than being words at the back of a document, hidden away or buried in the depths of a website, are front and center. They are the heart of why we do what we do with people just like you.



By signing this YOU DECIDE™ the parties agree to the terms and conditions set out below:

Signed by

Directors
duly authorised for
DUTCH-ENGELS CONSULTING LTD

Signed by

.....

Name in block capitals:

Person
duly authorised by

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'YOU DECIDE'TM starts here on the 19th day of January 2018

between

(1) **DUTCH-ENGELS CONSULTING LTD** a company incorporated and registered in England and Wales with company number 07723087 whose registered address is at Kemp House, 160 City Road, London, EC1V 2NX ("DUTCH-ENGELS"); and

(2) _____ a company incorporated and registered in England and Wales with company number _____ whose registered office is _____ ("Client")

0.TERMS AND CONDITIONS

This 'YOU DECIDE' is a binding contract between the Client and DUTCH-ENGELS which shall constitute the entire 'YOU DECIDE' between the parties and apply to any services agreement or other contract or arrangement between the parties ("YOU DECIDE").

SO IT IS AGREED as follows:

1. DEFINITIONS

In this 'YOU DECIDE'TM, the defined terms shall have the meaning set out in Schedule 1.

VERY IMPORTANT

2. FEES, EXPENSES AND PAYMENT

2.1 DUTCH-ENGELS operates a **"YOU DECIDE"** pay system for payment whereby, subject to Clause 2.3, following the delivery of relevant Waypoint, the Client confirms what value it places on DUTCH-ENGELS' services.

2.2 In consideration of the provision of the Services by DUTCH-ENGELS, the Client will make a decision on payment in accordance with the Waypoints in the agreed DEE framework.

2.3 The Client acknowledges and accepts that:

2.3.1 It will confirm if it has DECIDED to pay a fee for a Waypoint on the day of delivery of the Waypoint;

2.3.2 It will confirm the fee it has DECIDED to pay for the Waypoint on the day of delivery of the Waypoint;

2.3.2 If the Client confirms it has DECIDED a Waypoint fee DUTCH-ENGELS shall raise an invoice immediately for the relevant Waypoint;

2.3.3 The Client shall pay DUTCH-ENGELS' invoice without deduction or set-off within five (5) days of receipt of the invoice, unless otherwise agreed by DUTCH-ENGELS.

2.4 The Client may agree a new **"YOU DECIDE"** for services provided by DUTCH-ENGELS in addition to the Services within this **"YOU DECIDE"** including those noted as not within the scope of the Services in Schedule 2 ("Additional Services").

ALSO IMPORTANT

2.5 DUTCH-ENGELS shall invoice the Client for pre-agreed Expenses and any applicable VAT monthly in arrears and the Client shall reimburse all Expenses and Third Party Expenses actually incurred by DUTCH-ENGELS.

2.6 All Third Party Expenses are payable by the Client and shall be paid directly to the third party to whom they are owed unless otherwise agreed between the parties in writing.

2.7 If DUTCH-ENGELS (including but not limited to any assistants or professionals engaged by DUTCH-ENGELS for the provision of the Services) is required to travel for the provision of the Services, the Client shall reimburse reasonable accommodation expenses together with the cost of any travel fares incurred on the following basis:

2.7.1 for all travel by air DUTCH-ENGELS shall be entitled to charge the Client for Business Class tickets; and

2.8.2 for all travel by rail, DUTCH-ENGELS shall be entitled to charge the Client for first class travel.

2.8 All sums payable to DUTCH-ENGELS under this agreement are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice (if applicable).

3. TERMINATION

3.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

3.1.1 it decides to without reason

4. TERM

4.1 The Client engages DUTCH-ENGELS to carry out, and **DUTCH-ENGELS** agrees to provide, the Services in respect of the terms of this **'YOU DECIDE'**.

4.2 This **'YOU DECIDE'** shall commence on the Commencement Date and shall continue until the delivery of the Project (as agreed between the parties) unless terminated earlier in accordance with Clause 3.

4.3 Nothing in this **'YOU DECIDE'** shall prevent DUTCH-ENGELS from being engaged by, concerned with or having any **financial interest in any capacity in any** other business, trade, profession or occupation during the Term always provided that such activity does not cause a breach of any of DUTCH-ENGELS's obligations under this **'YOU DECIDE'**.

5. CONSULTANT'S RESPONSIBILITIES

5.1 During the Term DUTCH-ENGELS shall:

5.1.1 provide the Services with all due care, skill and ability;

5.1.2 work collaboratively with the Client;

5.1.3 protect and promote the interests of the Client pursuant to the Services;

5.1.4 allocate suitable personnel for the Services;

5.1.5 make itself available to the Client from time to time as reasonably required and at such times and **at such locations as DUTCH-ENGELS shall** agree in its discretion;

5.1.6 attend such meetings as the Client may reasonably require;

5.1.7 keep the Client informed of the progress of the Services.

6. CLIENT'S OBLIGATIONS

6.1 The Client shall:

6.1.1 co-operate with DUTCH-ENGELS and act in good faith towards DUTCH-ENGELS in all matters relating to the Services

6.1.2 where DUTCH-ENGELS is required to work from the Client's premises, inform DUTCH-ENGELS of all health and safety and security requirements that apply at the Client's premises;

6.1.3 where DUTCH-ENGELS is required to work on location, provide safe and reasonable working conditions and security services where required by DUTCH-ENGELS;

6.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable DUTCH-ENGELS to provide the Services, in all cases before the date on which the Services are to start.

6.2 If DUTCH-ENGELS' performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, DUTCH-ENGELS shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

7. CLIENT GOODS

7.1 DUTCH-ENGELS may use and/or otherwise deal with Client Goods or third party goods provided by the Client for the purposes of the Services following Client instructions and exercising reasonable care, subject to normal wear and tear, whilst they are under Consultant control or on Consultant property.

7.2 For the avoidance of doubt, the Client acknowledges that **DUTCH-ENGELS shall not be liable for** damage caused to the Client Goods, its premises or property or any third party goods, premises or property at any time pursuant to the performance of the Services exercising reasonable care and following Client instructions.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 DUTCH-ENGELS confirms and acknowledges that all Intellectual Property Rights of the Client in the Client Materials are and shall remain the property of the Client and that DUTCH-ENGELS shall not acquire any rights or interests in such Intellectual Property Rights other than (i) as strictly required to perform its obligations under this **'YOU DECIDE'**, (ii) the right to use all or any part of the Project Assets for record keeping and/or demonstration purposes and/or (iii) for the provision of examples of past work to third parties and potential clients of DUTCH-ENGELS.

8.2 Subject always to the payment by the Client of the relevant invoices relating to agreed Project Assets, it is the intention of the parties that the Client shall own all Intellectual Property Rights in those Project Assets pending payment of the relevant invoices. DUTCH-ENGELS shall hold such Intellectual Property Rights on trust for the Client unless relevant invoices are paid in cleared funds.

8.3 On payment of the relevant release fee separate to waypoint payment, DUTCH-ENGELS automatically and without further formality assigns to the Client all right, title and interest in and to all existing and future Intellectual Property Rights (including where applicable future copyright and design right) created by DUTCH-ENGELS in the agreed Project Assets, in agreed jurisdiction(s) and with the right to sue for

damages and other relief for past infringement of any of those Intellectual Property Rights. For the avoidance of doubt, the assignment under this Clause 8.3 shall take effect from the date on which the relevant release fees and Expenses are received in full by DUTCH-ENGELS in cleared funds.

8.4 DUTCH-ENGELS retains title and property to all physical materials embodying the Works which are created by DUTCH-ENGELS and which are developmental Works and or which are not accepted or selected by the Client for use in the Project Assets or are otherwise not used by the Client and for which a release fee has not been received in full by DUTCH-ENGELS in cleared funds.

8.5 DUTCH-ENGELS agrees (at the sole cost of the Client) to execute any document or do anything or procure such execution or action reasonably required by the Client to confirm the rights assigned and licensed pursuant to this 'YOU DECIDE'.

8.6 DUTCH-ENGELS warrants that so far as DUTCH-ENGELS is aware the use of the Project Assets by the Client pursuant to this 'YOU DECIDE' will not infringe any third party Intellectual Property Rights. However DUTCH-ENGELS does not carry out any legal or formal searches, investigations or clearance exercises in respect of the Project Assets or any Intellectual Property Rights including associated patents, designs or trade marks unless such searches and investigations are specified, scoped and costed for.

8.7 Nothing in this 'YOU DECIDE' shall grant the Client:

8.7.1 any rights to pitches, concepts, proposals, materials, data, or information which are rejected or not approved by the Client for use in respect of the Services;

8.7.2 software, applications, methodologies, processes or procedures independently used, created or developed by DUTCH-ENGELS in the conduct of its business which are not specifically created for the Client; and

8.7.3 any rights in or access to DUTCH-ENGELS databases, contact lists, mailing lists or other compilations of information whether gathered pursuant to the Services or otherwise, unless DUTCH-ENGELS has specifically agreed the terms upon which such rights or access may be granted. DUTCH-ENGELS asserts its rights (including confidentiality, copyright and database rights) in respect of such information and databases whether or not such access rights are granted to the Client. Any rights granted to the Client in respect of this Clause 10 shall terminate automatically on termination of this 'YOU DECIDE'.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, or suppliers of the other party, except as permitted by Clause 8.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this 'YOU DECIDE'. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with Clause 9.1; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this 'YOU DECIDE'.

10. LIMITATION OF LIABILITY

10.1 Nothing in this 'YOU DECIDE' shall limit or exclude DUTCH-ENGELS's liability for:

10.1.1 death or personal injury caused by its negligence; or

10.1.2 fraud or fraudulent misrepresentation.

10.2 Subject to Clause 8.1, DUTCH-ENGELS shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this 'YOU DECIDE' for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information; and

(g) any indirect or consequential loss.

10.3 Subject to Clause 8.1, DUTCH-ENGELS's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this 'YOU DECIDE' shall be limited to the total Consultant Fee paid by the Client under this 'YOU DECIDE'.

11. CONSEQUENCES OF TERMINATION

11.1 On termination or expiry of this 'YOU DECIDE':

11.1.2 in the event that this 'YOU DECIDE' is terminated pursuant to Clause 3 and prior to the delivery of a Project, the Client shall immediately pay all Agreed Expenses owed to DUTCH-ENGELS in respect of the Project; and

11.1.3 DUTCH-ENGELS shall on request and at the reasonable expense of the Client return any of the Client Materials not used in the provision of the Services.

11.2 Termination or expiry of this 'YOU DECIDE' shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the 'YOU DECIDE' which existed at or before the date of termination or expiry.

12. FORCE MAJEURE

Neither party shall be in breach of this 'YOU DECIDE' nor liable for delay in performing, or failure to perform, any of its obligations under this 'YOU DECIDE' if such delay or failure result from events, circumstances or causes beyond its reasonable control including, but not limited to, acts of nature, terrorist activity, shortage of raw materials, power or fuel, failures and delays in the banking or payment collections or payment transfer systems, illness of the key personnel responsible for the provision of the Services or an immediate family member of that individual, any failure of any computer software or hardware, or any failure in a communications network. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, subject to a maximum period of four (4) weeks.

13. ASSIGNMENT AND OTHER DEALINGS

The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this 'YOU DECIDE'.

14. VARIATION

No variation of this 'YOU DECIDE' shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

15.1 A waiver of any right or remedy under this 'YOU DECIDE' or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

15.2 A failure or delay by a party to exercise any right or remedy provided under this 'YOU DECIDE' or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this 'YOU DECIDE' or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. RIGHTS AND REMEDIES

The rights and remedies provided under this 'YOU DECIDE' are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

17.1 If any provision or part-provision of this 'YOU DECIDE' is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this 'YOU DECIDE'.

17.2 If any provision or part-provision of this 'YOU DECIDE' is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. ENTIRE 'YOU DECIDE'

18.1 This 'YOU DECIDE' constitutes the entire 'YOU DECIDE' between the parties and supersedes and extinguishes all previous 'YOU DECIDE's, promises, assurances, warranties, representations and understandings

between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this 'YOU DECIDE'. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this 'YOU DECIDE'.

19. CONFLICT

If there is an inconsistency between any of the provisions of this 'YOU DECIDE' and the provisions of the Schedules, the provisions of this 'YOU DECIDE' shall prevail.

20. NO PARTNERSHIP OR AGENCY

20.1 Nothing in this 'YOU DECIDE' is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. THIRD PARTY RIGHTS

No one other than a party to this 'YOU DECIDE', their successors and permitted assignees, shall have any right to enforce any of its terms.

22. NOTICES

22.1 Any notice given to a party under or in connection with this 'YOU DECIDE' shall be in writing and shall be:

22.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2 sent by email to the address specified by the parties from time to time.

22.2 Any notice shall be deemed to have been received:

22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

22.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting;

22.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

22.3 This Clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. COUNTERPARTS

This 'YOU DECIDE' may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one 'YOU DECIDE'.

24. GOVERNING LAW

This 'YOU DECIDE' and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this 'YOU DECIDE' or its subject matter or formation.

This 'YOU DECIDE' has been entered into on the date stated at the beginning of it.

DEE FRAMEWORK

'Destination, Explore & Experience Framework' project waypoints for:

WAYPOINTS

Waypoint - 1: ___

Waypoint - 2: ___

Waypoint - 3: ___

Waypoint - 4: ___

Waypoint - 1: ___

SCHEDULE 1

Defined terms and interpretation in this 'YOU DECIDE'[™]

Client Goods: means any products of the Client which are held by Dutch-Engels for the purpose of the Services.

Services: the services provided by Dutch-Engels to the Client pursuant to this YOU DECIDE[™] as agreed between the parties.

Waypoints: the milestones agreed between the parties for the Services.

For the avoidance of doubt any reference to Dutch-Engels includes but not limited to any assistants or professionals engaged by Dutch-Engels for the provision of the Services.