





available to the receiving party on a non confidential basis prior to its disclosure under the Agreement (iii) becomes available to the receiving party on a non confidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information, or (iv) is required by law to be disclosed pursuant to a valid order or request. ONE Risk Advisory may disclose Clients' names to third parties or include them in corporate collateral and statistics. However, ONE Risk Advisory does not and will not use Client names associated with specific service details in any advertisements, unless first obtaining Client's prior written consent. At no time will the confidential details of any services ONE Risk Advisory provides or provided its Clientele be disclosed, nor materials generated from the performance of such services, unless pursuant to (i)-(iv) above.

14. ENTIRE AGREEMENT. The Agreement (including these General Terms and Conditions and the Contract(s) referred to), as well as any written amendments, shall constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the parties or any officer or representative of the parties. Client has not relied upon any representations other than those set forth in the Agreement and the Contract(s) referred to herein. In the event of a conflict in terms between the Agreement, these General Terms and Conditions and/or the terms of any Contract(s), the specific terms of each of the Contract(s) will take precedence over the Agreement and the Agreement will take precedence over these General Terms and Conditions.
15. AMENDMENTS. No amendments or other variation to the Agreement shall be effective unless in writing and signed by an authorized person on behalf of each party.
16. DISPUTE RESOLUTION. If any Party hereto shall believe it is entitled to any relief or remedy hereunder or with respect hereto, such party (the "Claimant") shall give notice thereof (a "Dispute Notice") to the Party hereto from whom the Claimant believes it is entitled to such remedy or relief (the "Respondent"). The Claimant and Respondent shall seek to resolve any dispute (a "Dispute") so identified in a Dispute Notice, but if a Claimant and Respondent are unable, within twenty (20) days of a Dispute Notice to resolve the Dispute therein identified, either the Claimant or the Respondent may demand mediation in accordance with the Regulations of the Dutch Mediation Institute (Stichting Nederlands Mediation Instituut) in Rotterdam. If, in any case, a Claimant and a Respondent have not resolved a Dispute within ninety (90) days after the date the Dispute Notice identifying such Dispute was given hereunder, either the Claimant or the Respondent may demand that such dispute be submitted to and settled by the competent court as mentioned in Section 2. However, nothing in this section prevents either Party from taking protective or provisional measures (including summary proceedings).
17. SEVERABILITY. If any provision of the Agreement is determined to be unenforceable or invalid, the remaining provisions of the Agreement shall remain in full force and effect.
18. FORCE MAJEURE. ONE Risk Advisory and Client shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement, resulting from the elements, acts of God or any other cause beyond the reasonable control of the party failing to perform.
19. NOTICES. Any notices required under the Agreement shall be in writing. Notices shall be delivered in person or sent by overnight courier or facsimile addressed to the addresses in the engagement letter(s)/proposal(s)/Contract(s). Notice shall be effective when sent by overnight courier or facsimile or upon delivery if delivered in person.
20. ASSIGNMENT. Neither Party shall assign, subcontract or delegate any rights or obligations under this agreement to any third party without the prior express written consent of the other Party.
21. SUBCONTRACTING. ONE Risk Advisory reserves the right to employ agents and subcontractors to assist ONE Risk Advisory when providing any part of the Services. Any reference to ONE Risk Advisory's staff in the Agreement includes agents and subcontractor staff. ONE Risk Advisory will remain liable to Client in respect to any Services provided, subject to the other provisions of the Agreement. Where Client requires ONE Risk Advisory to contract the services of a sub-contractor specified by Client, Client will accept responsibility for the work to be performed by such sub-contractor. ONE Risk Advisory's agreement to program and integrate the work to be performed by such sub-contractor for the purposes of the Agreement is on the basis that ONE Risk Advisory will not be responsible for, or liable to Client or to any other third party for the work performed by, all acts, omissions, defaults and neglects of, such sub-contractor(s), or ONE Risk Advisory's reliance thereon. In the above circumstances Client will be responsible and liable for, and will indemnify and hold harmless ONE Risk Advisory against and from any liability which ONE Risk Advisory may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable attorneys fees), made against, suffered or incurred by ONE Risk Advisory, directly or indirectly as a result of or in connection with the work performed by any such subcontractor.
22. EXECUTION/COUNTERPARTS. The Agreement or any Contract is not binding upon ONE Risk Advisory until it is signed by an authorized corporate representative of Client and an ONE Risk Advisory Partner.