

## General Terms and Conditions

### 1. General

This document contains the General Terms and Conditions of LeGras Professional Services BV (hereafter called: the contractor) as filed with the Chamber of Commerce of Gooi-, Eem- en Flevoland under number 32125822. The following terms shall bear the definitions assigned to them:

- a. Client: any legal or natural person who has awarded a contract to contractor to carry out work.
- b. Work: all work for which a contract has been awarded, or which is carried out or should be carried out by the contractor for other causes, all this in the broadest sense of the word and in any event including the work referred to in the confirmation of the order.
- c. Records: all goods and files that are placed at the contractor's disposal by the client, including documents or data carriers, and all goods and files that are produced by the contractor in the context of the execution of the contract, including documents or data carriers.

1

### 2. Applicability

2.1. These general terms and conditions shall apply to all contracts the contractor enters into within the context of the execution of the work, subject to changes in these terms and conditions which must have been explicitly confirmed by the contractor in writing.

2.2. The general terms and conditions of the client shall only apply to the contracts entered into with the contractor in so far as they are not in conflict with the present terms and conditions. In the event that doubts arise with regard to the existence of such conflict, the general terms and conditions of the contractor shall prevail.

2.3. These general terms and conditions shall also apply to contracts between client and any legal person or private company affiliated to contractor and engaged by contractor for the execution of a contract and with the client's permission.

### 3. Effective date and term of the contract

3.1. The contract shall not become effective until the moment the contractor signs the order confirmation he received back from the client bearing the client's signature.

3.2. Parties shall be free to prove the conclusion of the contract by other means.

3.3. The contract shall be entered into for an indefinite period of time, unless the nature or object of the awarded contract implies that it has been entered into for a definite period of time.

## General Terms and Conditions

### 4. Client particulars

4. 1. Client shall be obliged to place all information and records that the contractor needs according to his own judgment for the proper execution of the awarded contract at the contractor's disposal in time and in the required form and manner.
4. 2. Client shall guarantee the contractor that the records and information he supplies to the contractor are consistent with the facts.
4. 3. Contractor shall be entitled to suspend the execution of the contract until the moment the client has met the requirements stipulated in the first paragraph.
- 4.4. If and in so far as required by the client, the supplied records, subject to the provisions under article 14., shall be returned to him.

### 5. Execution of the contract

- 5.1. The contractor shall decide in what manner the awarded contract shall be executed. The term in which the contract shall be executed is a guide term, unless explicitly agreed on a firm date or if the term implies to be a deadline. The term shall be suspended until the contractor has received all relevant records from client and, if applicable, client has made a down payment to contractor.
- 5.2. The contractor shall be entitled to have certain work carried out by third parties the contractor collaborates with under a joint name or on a permanent basis, without giving notice to the client. Subcontracting work to others requires the permission of the client.
- 5.3. Contractor shall send or transport records by ordinary post, unless explicitly instructed by client to send or transport records in a manner that provides more security with respect to timely and complete delivery.
- 5.4. Contractor shall execute the contract in accordance with the applicable rules of conduct and professional rules.
- 5.5. Contractor shall only carry out more work than stipulated in the order confirmation after the client has awarded a contract to do so, unless the work arises from a duty of care of the contractor.
- 5.6. If during the contract work is carried out for the benefit of client's profession or business that is not part of the work as agreed upon in the order confirmation this work shall be supposed to have been carried out as part of the current order of the client, based on the records related to this work in the contractor's administration. These records must refer to interim consultation between the client and the contractor.

## General Terms and Conditions

### 6. Secrecy and exclusivity

6.1. Contractor shall be bound to secrecy towards third parties that are not involved in the execution of the contract, with the exception of obligations imposed on him by virtue of the law to disclose certain information. This secrecy regards the existence of the contract and all confidential information made available to contractor by the client and the results produced by processing this information.

6.2. Contractor shall be bound to impose this obligation of secrecy also upon third parties he engages.

6.3. Contractor shall be entitled to use results in figures obtained after processing the information for statistical or comparative purposes, provided that the results cannot be reduced to individual clients.

6.4. Except for the provisions in the immediately preceding paragraph, contractor shall not be entitled to use the information made available to him by client for any other purpose than that which it was obtained for.

6.5. Unless with prior written permission from the contractor, the client shall not disclose the contents of reports, advises or other verbal or written expressions of the contractor that have not been produced or made with the object to provide the information contained in them to third parties. The client shall also ensure that third parties cannot access the contents referred to in the preceding sentence.

### 7. Intellectual property

7.1. Contractor reserves all rights regarding intellectual property he uses or has used in the context of the execution of the contract with client, in so far as any rights can exist or be established to this property in a legal sense.

7.2. Client is explicitly forbidden to reproduce, disclose or exploit this property, including computer software, system designs, processes, advises, (model) contracts and other intellectual property, with or without the help of third parties.

7.3. It shall not be permitted for the client to submit aids of this property to third parties, unless for the purpose of seeking an expert opinion on the work of the contractor.

### 8. Force majeure

8.1. If contractor cannot fulfil or fulfil in time or properly his obligations arising from the contract due to a cause he cannot be held responsible for, including but not only discontinuation in the normal procedures of his business, these obligations shall be suspended until the moment the contractor shall be able to fulfil them as yet in the agreed manner.

8.2. Client shall be entitled in the event that the situation referred to in the first paragraph should occur, to terminate the contract in writing, wholly or partially and with immediate effect.

## General Terms and Conditions

### 9. Fee

9.1. Contractor shall be entitled both before commencement of the work and during the work to suspend performance of the work until the client has made a reasonable and fair down payment to the contractor for the work, or has provided security for this.

9.2. The contractor's fee shall not depend on the result of the awarded contract and is charged in compliance with the usual fees of the contractor and is payable in proportion to the work carried out by the contractor for the benefit of the client.

9.3. The contractor's fee, if required plus disbursements and expense claims of engaged third parties, shall be charged to the client inclusive of the possible BTW payable (Dutch VAT), per month, per quarter, per year or after completion of the work.

### 10. Payment

10.1. Payment by client of the invoice amount shall be due within 14 days after the date of invoice, in standard currency stated by the contractor, at the contractor's office or by payment to a bank account stated by the contractor, and in so far as the payment regards work, without any right of setoff or discount.

10.2. If client has not paid within the above-mentioned period or within the period otherwise agreed upon, he shall be in default by operation of law and the contractor shall be entitled to charge the highest statutory interest from the due date until the date of complete payment, without a warning or notice of default being required, all this without prejudice to the contractor's other rights.

10.3. All costs due to judicial or extrajudicial collection of the amount due shall be at the client's expense. The extrajudicial costs have been set to at least 15% of the amount due.

10.4. In case of a joint contract, the clients shall be jointly and severally liable for payment of the invoice amount, in so far as the work is carried out for the benefit of the joint clients.

### 11. Complaints

11.1. Complaints with regard to the performed work and/or invoice amount must be submitted to the contractor in writing within 30 days after the day of dispatch of the documents or information the complaint is about, or within 30 days after discovery of the defect, if the client can prove that it was not possible to discover the defect earlier in all fairness.

11.2 In case of a just complaint, contractor can choose to adjust the fee charged, to correct or re-do the work free of charge or to cancel the contract wholly or partially against a refund in proportion to the fee the client already paid.

11.3. A complaint as referred to in the first paragraph shall not suspend the client's obligation to pay.

## General Terms and Conditions

### 12. Liability

12.1. The contractor's liability for all direct loss of the client, in whatever way related to or caused as a result of overdue or improper performance of the contract, shall be limited to the amount of fee charged by contractor to client for this contract in the period of 12 months prior to the moment of failure. With regard to loss related to or caused by overdue or improper execution of the work by employees of the contractor that have been seconded from the client, the contractor's liability shall be limited to a maximum of three months of fee as charged by the contractor to the client for the contract within the period of the failure.

12.2. For all consequential loss, including discontinuation in the normal procedures within the client's business, in any way related to or caused by an error in the execution of the work by the contractor, the contractor cannot be held liable.

12.3. The contractor shall be entitled at any time to undo the client's loss, if and in so far as possible in the judgement of the contractor.

12.4. Contractor shall not be liable for the custody, damage or the loss of records during transport or dispatch by ordinary post, irrespective of whether the transport or dispatch is by or on behalf of the client, the contractor or a third party.

12.5. Client indemnifies contractor against all claims of third parties which are directly or indirectly related to the execution of the contract, in any event if the claim has been given rise by providing information that is in conflict with the facts, unless the client shows that the claim is not related to the provided information or in case of gross negligence or intention of the contractor.

12.6. Contractor shall never be liable for a loss as a result of gross negligence or intention of non-executive employees of the contractor.

### 13. Termination

13.1. Client and contractor can terminate the contract at any time.

13.2. The opposite party must receive notice of the termination in writing.

13.3. If and in so far as the contractor terminates the contract by giving notice, he shall be obliged to inform the client of the reasons the termination is based upon and do all that the circumstances require in the interests of the opposite party.

13.4. Provisions in this contract that are explicitly or implicitly meant to remain effective after termination of this contract, shall remain effective afterwards and both parties shall be permanently bound by them.

13.5. Contractor shall be entitled to terminate the contract in case of failure by the contractor.

## General Terms and Conditions

### 14. Right to suspend performance

Contractor shall be entitled to suspend the performance of all his obligations, including the delivery of records or other items to the client or third parties until the moment all debts which are due and payable by the client have been settled.

### 15. Lapse of rights

In so far as not provided otherwise in these general terms and conditions, all rights for claims and other rights of the client for any cause against contractor in connection with the execution of work carried out by the contractor lapse in any event one year after he became aware or could be aware in all fairness of the existence of these rights.

### 16. Applicable law and jurisdiction

16.1. Dutch law applies to all contracts between client and contractor to which these general terms and conditions apply.

16.2. All disputes related to contracts between client and contractor to which these general terms and conditions apply shall be submitted to the competent court in the court district in which the contractor has its residence, unless the disputes do not concern the profession or business of the client.

16.3. Client is free to follow the course of the disciplinary proceedings or to submit the dispute to a permanent arbitration board set up for this purpose.