

GENERAL TERMS AND CONDITIONS OF OREIJS ADVIES B.V.

Article 1 Definitions

- 1.1 In these General Terms and conditions the following definitions shall apply:
OREIJS: the private limited liability company under Dutch law Oreijs Advies B.V. having its registered office in Baarn, registered at the Chamber of Commerce under number 56246307.
Client: the party who has been assigned by OREIJS to carry out work as well as the party to whom OREIJS has made an offer for the performance of work.

Article 2 Deviations from general terms and conditions

- 2.1 Any deviations from these general terms and conditions must be agreed in writing between OREIJS and the Client. Any deviations from the general terms and conditions may also become evident from a written document from OREIJS evidencing that it has explicitly agreed to the deviation.

Article 3 Implementation of the assignment

- 3.1 OREIJS shall perform the work to be performed by virtue of assignment to its best knowledge and ability in accordance with the applicable standards and values within the business sector and with due observance of the relevant arrangements made between the parties or in accordance with the relevant agreed procedures. OREIJS shall under no circumstances warrant the accomplishment of a specific result. The commitment falling to OREIJS is a best efforts commitment.
- 3.2 OREIJS determines how, with whom, by whom and with what means the assignment shall be carried out. During the implementation of the work, OREIJS shall as much as possible give due consideration to the reasonable demands and directions of the Client in this regard, provided that in the opinion of OREIJS this is beneficial for a punctual and correct implementation of the assignment.
- 3.3 OREIJS may engage third parties for the implementation of the assignment, but shall consult with the Client beforehand.
- 3.4 The time limits stated by OREIJS for the implementation of the assignment are at all times target time limits.
- 3.5 During the implementation of the assignment and within two years after termination thereof, the Client is not permitted to engage any staff of OREIJS or to give assignments to them directly without the intervention of OREIJS, except after the written consent of OREIJS.

Article 4 Required information

- 4.1 At the request of OREIJS, the Client is held to punctually submit all information to OREIJS which OREIJS deems necessary or useful for a proper implementation of the assignment, in the form and in the manner specified by OREIJS.
- 4.2 The Client is furthermore held to provide OREIJS at its own initiative with all information of which the Client knows or reasonably ought to know that it is necessary or useful for a proper implementation of the assignment.
- 4.3 The Client warrants the accuracy, completeness and reliability of the information submitted to OREIJS, also if it comes from third parties.
- 4.4 If the implementation of the assignment is delayed because the Client fails to fulfil its obligations stated in articles 4.1 and 4.2 or because the information provided by the Client does not comply with the provisions in article 4.3, the resulting extra costs shall be borne by the Client and OREIJS shall be entitled to charge extra remuneration to the Client for the resulting necessary additional work.
- 4.5 Upon request of the Client, OREIJS is held to return the devices made available by the Client in which or on which information submitted by the Client to OREIJS has been laid down, as soon as the assignment for which the information was submitted has been carried out or the agreement has been terminated. The aforementioned devices shall be returned at the expense and risk of the Client.

Article 5 Non-disclosure

- 5.1 OREIJS is held to observe confidentiality regarding the existence and contents of the assignment, the information provided by the Client as well as the written and verbal results of the work carried out by OREIJS by virtue of the assignment, including but not limited to advices, reports, minutes and plans. This non-disclosure obligation does not apply if and insofar as the aforementioned information and/or results are meant to be publicly disclosed or if OREIJS held to notification or public disclosure by virtue of legal provisions or professional standards. The non-disclosure shall furthermore not be

applicable vis-à-vis the third parties within the meaning of article 3.3 who are engaged for the implementation of the assignment.

- 5.2 Without the prior written consent of the Client, OREIJS may not use the information provided by the Client, nor the results referred to in article 5.1, for another purpose than for which it was meant by virtue of the contents, nature or intention of the assignment. An exception to the aforementioned is applicable if OREIJS acts on its own behalf in disciplinary proceedings or legal proceedings, in which in its opinion provision of the information concerned may be important for OREIJS. OREIJS shall furthermore be entitled to use the information concerned for statistics purposes, provided that this shall not or cannot reveal that the information refers to the Client in whatever way.
- 5.3 OREIJS is held to impose its obligations arising from articles 5.1 and 5.2 also on its employees and any third parties that it has engaged for the implementation of the assignment.
- 5.4 Without the prior consent of OREIJS, the Client may not inform third parties in whatever way regarding the implementation of the assignment, including but not limited to the method, the means and the people by whom the assignment is carried out.

Article 6 Intellectual property

- 6.1 The copyright as well as all other rights of intellectual property on all (intellectual) products used by OREIJS within the scope of the assignment - including but not limited to analyses, prototypes, surveys, software, technologies, et cetera - or resulting from work carried out by OREIJS by virtue of the assignment - including but not limited to advices, reports, minutes, plans, et cetera - shall fall exclusively to OREIJS or to the creators of the products concerned.
- 6.2 Without the prior written consent of OREIJS or the creator, the Client is not entitled to (cooperation towards) public disclosure or multiplication - other than for its own use thereof for another purpose or in order to make these available to other persons than for which or for whom the products concerned were designated.

Article 7 Liability

- 7.1 In this article, OREIJS shall also include its employees, as well as any third parties engaged by OREIJS for the implementation of the assignment.
- 7.2 OREIJS shall not accept liability for any form of damage, on whatever ground, unless the damage is caused by wilful intent or by a form of gross negligence on the part of OREIJS that may be regarded as equal to wilful intent, and then exclusively if and insofar as the damage is directly caused by such wilful intent or gross negligence, all this with the exception of the other provisions in this article.
- 7.3 The liability of OREIJS for damage of the Client shall be capped once at the amount invoiced as remuneration to the Client in connection with the implementation of the assignment in the period in which the work was carried out, it being understood that such period shall be limited to the preceding twelve months if the said work has been carried out during a longer period. Any damages payable by OREIJS to the Client, however, shall never exceed the insurance amount that covers or reasonably ought to cover the liability of OREIJS as the occasion arises.
- 7.4 OREIJS is not liable for the following damage:
- Damage caused because the Client has failed to fulfil its obligations arising from article 4 or because the information provided by the Client does not meet the requirements for which it warrants by virtue of article 4.3;
 - Damage caused by acts or omissions on the part of third parties engaged by the Client in the implementation of the assignments;
 - Damage that could have been prevented only by any act or omission that would be at odds or incompatible with any (professional) codes of conduct applicable to OREIJS.
- 7.5 The Client shall indemnify OREIJS against any claims by third parties concerning any damage related to or arising from the assignment carried out by OREIJS, except where OREIJS is liable for such damage vis-à-vis the Client pursuant to the provisions in this article.

Article 8 Payment and security

- 8.1 Payment by the Client must at all times be made in advance in a legal means of payment in the Netherlands by wire transfer to or payment into a bank account to be specified by OREIJS, in which case a 14-day payment period shall apply.

- 8.2 If the Client has not paid within the period stated in article 8.1, the Client shall be in default merely due to that fact, without requiring any payment reminder or notice of default, and OREIJS charge statutory interest to the Client on the unpaid amount or the amount not paid in time, calculated from the maturity date until the date of full payment.
- 8.3 Any (extra) judicial expenses and/or collection charges incurred by OREIJS in connection with the non-payment or late payment by the Client of its payment obligation shall be borne by the Client. The extrajudicial expenses shall amount to at least ten percent of amount not paid by the Client or not paid in time, without prejudice to the right of OREIJS to claim compensation of the actually incurred costs and suffered damage.
- 8.4 If the assignment is given by several Clients jointly, and if and insofar as the work has been carried out for them jointly, they shall be jointly and severally liable for fulfilment of the payment obligations arising from the agreement.

Article 9 Complaints

- 9.1 Complaints regarding the performed work and/or the invoice amount must be submitted to OREIJS, on pain of lapse of all claims, by registered letter within 60 days after the sending date of the documents or information subject to the complaint of the Client, or within 60 days after discovery of the defect, if the Client proves to have been reasonably unable to discover the defect sooner.
- 9.2 Complaints within the meaning of the first paragraph shall not postpone the payment obligation of the Client.
- 9.3 In the event of a rightfully submitted complaint, OREIJS shall have the choice between adjustment of the invoiced remuneration, improvement or re-performance of the rejected work free of charge, or termination of the assignment in whole or in part against payment of a restitution in proportion to the remuneration already paid by the Client.

Article 10 Expiry period

- 10.1 If the Client takes the view that OREIJS has not carried out the assignment in time, not completely or not properly, the Client must report this to OREIJS within the period of 60 days stated in article 9.1 by registered letter and claim enforcement in court of the arrangements based thereon within a period of one year after the date of the said letter, for lack of which all of its rights and entitlements by whatever virtue regarding non-fulfilment, late fulfilment or improper fulfilment of the assignment shall lapse through expiry of the said one-year period.

Article 11 Notice of termination

- 11.1 The Client and OREIJS may at all times terminate the agreement.
- 11.2 Notice of termination must be made in writing to the other party.

Article 12 Change of general terms and conditions

- 12.1 OREIJS is entitled to change the present general terms and conditions unilaterally during a current agreement. If OREIJS changes the general terms and conditions, OREIJS shall submit a copy of the changed general terms and conditions to the Client.

Article 13 Applicable law and jurisdiction clause

- 13.1 The legal relationships between OREIJS and the Client governed by these General Terms and conditions are governed by Dutch law.
- 13.2 All and any disputes resulting from the legal relationship between OREIJS and the Client governed by these General Terms and conditions shall be exclusively brought before the court with jurisdiction in the court district of Utrecht, unless prescribed otherwise by imperative rules of law.