

GENERAL TERMS AND CONDITIONS OF bureau Brandeis B.V.

ARTICLE 1 - APPLICABILITY

These General Terms and Conditions shall apply to every agreement for professional services or legal relationship between bureau Brandeis B.V. (further referred to as 'bureau Brandeis') and a client (further referred to as the 'client'), based on which bureau Brandeis must carry out or has carried out work.

ARTICLE 2 - STANDARD OF CARE

When carrying out the work to be carried out in connection with an order given, bureau Brandeis shall, insofar as reasonably possible, exercise due care. All agreements shall relate to obligations to perform to the best of one's ability and never to obligations to guarantee certain results. All orders are considered to be given exclusively to bureau Brandeis and not to any person associated with bureau Brandeis. This also applies if the parties' intention is for the order to be carried out by a certain person associated with bureau Brandeis. The effect of articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded. The client cannot claim performance of the agreement or liability for damages in respect of any natural person or legal entity other than bureau Brandeis. Third parties cannot derive any rights from the work performed and its results. Persons who are direct or indirect shareholders of bureau Brandeis and who perform professional work for the benefit of bureau Brandeis act exclusively for the account and risk of bureau Brandeis in the exercise of their professional work.

ARTICLE 3 - ENGAGING THIRD PARTIES

bureau Brandeis is entitled to engage third parties at its discretion when carrying out orders. bureau Brandeis does not accept any liability for any non-performance on the part of these third parties or any damage related thereto. By instructing bureau Brandeis, the client authorises bureau Brandeis to, if a person engaged by bureau Brandeis wishes to limit his liability, accept that limitation of liability on behalf of the client as well.

ARTICLE 4 - ELECTRONIC COMMUNICATION

When communication takes place between the client and bureau Brandeis through the use of electronic techniques, including by e-mail and internet, both parties must ensure the security of such communication by using standard, current virus protection. When this condition is satisfied, neither party shall be liable vis-à-vis the other party for damage or loss in connection with viruses passed on, including damage or loss in connection with damage arising from those viruses to data files to be transmitted, damage to other files or data on the other party's computer systems or the costs of remedying or repairing such damage. Messages shall be sent unencrypted unless the parties have expressly agreed otherwise before the messages are sent. When the client is of the opinion that it has sent important messages to bureau Brandeis, it must verify that those messages have reached the addressee at bureau Brandeis in time and intact.

bureau Brandeis shall observe all care that may be reasonably be expected from it in respect of the protection of client and third-party data. However, bureau Brandeis is not liable for any loss of data or unauthorised access to data that arises despite the care taken by bureau Brandeis. Nor is bureau Brandeis liable for loss of data or unauthorised access that occurs in the transmission of data over public networks or during the use of third-party networks and systems.

ARTICLE 5 - CONFIDENTIAL DATA

bureau Brandeis shall treat all client information as confidential, unless it must be reasonably presumed that such information is not confidential. When third parties are engaged by bureau Brandeis during the performance of the agreement, bureau Brandeis shall be permitted to communicate that information to those third parties, unless the client has stated beforehand that its prior permission is required. In accordance with specific legal obligations (including the Dutch Act on the Prevention of Money Laundering and Terrorist Financing), bureau Brandeis may be obliged to supply information about the client or its transactions to third parties, without bureau Brandeis being permitted to report this to the client. The client is aware of such legal obligations and accepts that bureau Brandeis shall fulfil those obligations. The client shall not oppose, prevent or hinder fulfilment of those legal obligations by bureau Brandeis.

ARTICLE 6 - RATES AND INVOICING

Invoicing for the work carried out shall take place monthly in accordance with the hourly rate applicable at bureau Brandeis for the people concerned at the time that the work is carried out, plus a reasonable surcharge for office expenses. This hourly rate and the aforementioned reasonable surcharge may be adjusted by bureau Brandeis at regular intervals, including for current orders, when an increase of those rates has been decided upon, which takes place at least once per calendar year. For specific types of work or when work must be carried out under considerable time pressure, bureau Brandeis shall be permitted to charge higher rates than its prevailing rates. bureau Brandeis shall charge costs which have not been included in its rates, such as but not limited to, courier charges, translation charges and court fees, to the client separately. The client must pay within 14 days of the invoice date. When it has been agreed with the client that the client must pay an advance before the work is started, this advance shall be settled in the last invoice connected to the order given. All invoices shall be increased by the applicable turnover tax percentage. If, for any reason, bureau Brandeis has mistakenly not charged any turnover tax, and it subsequently turns out that turnover tax should have been charged, bureau Brandeis may still charge the amount not charged as turnover tax to the client, and the client must still pay that amount to bureau Brandeis.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

Every liability of bureau Brandeis is limited to the amount paid out in respect of it by bureau Brandeis's insurer, plus bureau Brandeis' excess under that insurance. A copy of bureau Brandeis's professional liability insurance policy will be provided on request. If, in any case, the insurer does not pay out, then the total liability arising from, or connected to, the work performed or to be performed shall be limited to the amount that was paid by the client to bureau Brandeis for the work in connection to which the damage or loss arose in the period 12 months prior to the notice of liability. bureau Brandeis shall not invoke this limitation of liability if damage or loss is a result of intent or wilful recklessness on the part of bureau Brandeis or its management staff. Any claim for compensation or any other claim against natural persons, employees, directors or companies (included associated persons) who are employed by bureau Brandeis, or with which bureau Brandeis has concluded agreements in connection with its business operations, and which parties may be held responsible or partly responsible for the damage or loss arising, is ruled out. The aforementioned natural or legal persons may – by way of a third party clause – rely upon these Terms and Conditions, and therefore also upon this Article 7, with respect to the client. The client shall indemnify bureau Brandeis – and the aforementioned natural and legal persons – against third-party claims arising from, or connected to, a failure or wrongful act on the part of bureau Brandeis – or those persons – within the context of the work carried out or to be carried out.

ARTICLE 8 - TERMINATION

Either party shall be entitled to terminate the agreement by giving notice, with immediate effect if so desired. When giving notice to terminate, the client must at least pay for the services which have been carried out up to the point of termination.

ARTICLE 9 - MISCELLANEOUS

All claims from the client shall lapse 12 months after the work to which the claims relate has been carried out, unless any rights held by the client in accordance with the law have already lapsed previously. Dutch law shall exclusively apply to all agreements and legal relationships with the client. All disputes between the client and bureau Brandeis shall be submitted exclusively to the competent court in Amsterdam, without prejudice to bureau Brandeis' power to submit a dispute to a court which would be competent in the absence of this provision. In the event of any inconsistency between the original Dutch text of these Terms and Conditions and this English translation thereof, the original Dutch text shall prevail.