

GENERAL TERMS & CONDITIONS

1. These General Terms and Conditions apply to all services (*opdrachten*) that Mr. Leo Spigt Advocaat, a proprietorship acting under the name EnSpigt and registered in the trade registry of the Chamber of Commerce under nr. 81920687 ("EnSpigt") has been requested to provide.
2. The provisions in these General Terms and Conditions also apply to individual persons associated with EnSpigt, including self-employed persons retained by EnSpigt and their possible legal successors.
3. Requests for services are deemed to have been directed to EnSpigt only and not to any individual person associated with EnSpigt, such as self-employed persons retained by EnSpigt. This includes any request for services to be performed by a specific person associated with EnSpigt. The application of sections 7:404 and 7:407(2) Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.
4. If an event occurs in providing services that could lead to any liability on EnSpigt's part, that liability will be limited to the amount that is paid out in that specific case under EnSpigt's professional indemnity insurance, plus the applicable deductible (*eigen risico*). The maximum insured amount of EnSpigt's professional liability insurance is capped at EUR 1,000,000 per claim.
5. EnSpigt's liability for damage to persons or property will be limited to the amount paid out under the applicable general liability insurance policy, plus the applicable deductible (*eigen risico*).
6. If, for whatever reason, the abovementioned insurance policies do not provide cover, the liability of EnSpigt will be limited to the amount of the fees paid by the client with respect to the matter in question, with a maximum of EUR 10,000.
7. Only Mr. Leo Spigt can be held liable by the client for the payment of damages in connection with or resulting from the carrying out of an assignment. An assignment given to EnSpigt includes a waiver of the right, in as far as legally possible, to (i) hold liable individual persons associated with EnSpigt, such as self-employed persons retained by EnSpigt, including their possible legal successors, on any ground, for the payment of damages in connection with or resulting from the carrying out of an assignment, as well as (ii) take any legal action against such persons, without limitation, the levying of an attachment.
8. Claims for compensation of damage will expire one year after the date on which the client became aware of the damage and EnSpigt's liability.
9. The client shall indemnify EnSpigt against any claim by a third party, which is in any way related to the instruction from the client or the services provided to the client, unless such claim results from intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) of EnSpigt. This indemnification includes any costs of legal assistance.
10. If EnSpigt involves a person not associated with EnSpigt in connection with its services for a client, EnSpigt will not be liable to the client for any error or omission (*fout*) made by that person. By requesting EnSpigt to provide services, the client gives EnSpigt authority to accept a limitation of liability stipulated by that person on behalf of the client.
11. Unless otherwise agreed, fees will be charged on the basis of the number of hours worked multiplied by hourly rates to be determined by EnSpigt. Expenses incurred by EnSpigt on behalf of the client will be charged separately. All amounts are exclusive of VAT or any other tax, charge or similar addition that the client, the payor or EnSpigt may be required to pay pursuant to applicable regulation. EnSpigt will, in principle, invoice on a monthly basis, whereby payment shall be finally due (*fatale termijn*) 14 days after the date of the invoice. In the absence of timely

payment, the client is in default by operation of law and a default interest equal to the statutory interest is due. EnSpigt is always entitled to require one or more deductible advances from the client prior to or to continue its services. In the absence of payment, EnSpigt is authorized, after prior notice, not to commence, suspend or discontinue its activities. Unless explicitly agreed otherwise, this advance will be set off against the last invoice in connection with the assignment issued. EnSpigt is also entitled to set off the advance against unpaid invoices from the client in the relevant or other matters.

12. In providing services for clients, EnSpigt does not receive funds from clients or third parties, because it has no third parties moneys foundation (*stichting derdengelden*) at its disposal. In case considerable costs are to be expected in connection with the services that are to be provided by EnSpigt, such as court registration fees and the obligation to provide surety for the payment of those, EnSpigt may request its client to make an advance payment.
13. Under applicable legislation – including the Dutch Act on the Prevention of Money Laundering and Terrorist Financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*) – EnSpigt is obliged to verify the identity of its clients and report unusual transactions to the authorities in certain circumstances. Clients consent thereto.
14. When communication between the client and EnSpigt takes place through the use of electronic techniques, both parties will ensure that this is secured by using standard, common virus protection. Neither party is – if this is satisfied – liable to the other party for damage in connection with transmitted viruses, including damage in connection with damage to data files to be transferred, data on the computer systems at the other party or costs for the remedy or repair thereof. Messages are sent unencrypted unless explicitly agreed otherwise. If, in his opinion, important messages have been sent to EnSpigt by the principal, he must verify whether these messages have reached the addressee on time and in an undamaged condition.
15. Dutch law governs the legal relationship between EnSpigt and its clients. Any disputes between EnSpigt and a client will be exclusively resolved in the first instance by the District Court of Amsterdam, the Netherlands.
16. EnSpigt's complaints procedure applies to all services provided by EnSpigt. See www.enspigt.com.
17. These general conditions are available in Dutch and English. In the event of conflict, the Dutch version prevails.