

## General Terms and Conditions

1. These General Terms and Conditions apply to all activities performed or to be performed by or on behalf of Leeway B.V., a private limited liability company under Dutch law, and to all its legal relationships with third parties.
2. Leeway B.V. is the sole contractor in respect of all activities. All assignments are exclusively accepted and performed by Leeway B.V. The applicability of Book 7, Articles 404 and 407(2) of the Dutch Civil Code is explicitly excluded.
3. If the activities assigned to Leeway B.V. involve the engagement of third parties, Leeway B.V., if and in so far as possible, will consult with the client in advance, and Leeway B.V. will observe due care in selecting such third-party contractors. Leeway B.V. is not liable for errors or shortcomings of any such third party in the performance of its services. Leeway B.V. has the right to accept a limitation of liability stipulated by any such third party on behalf of the client.
4. Any liability on the part of Leeway B.V. for activities performed or to be performed by or on behalf of Leeway B.V. or otherwise related to an assignment given to Leeway B.V. is limited to the amount for which there is entitlement in the relevant matter under the professional liability insurance policy or policies concluded by Leeway B.V., increased by the amount of the deductible (*eigen risico*) which, under the conditions of the insurance policy or policies, is for the account of Leeway B.V. in the relevant matter.
5. All rights of claim and other powers that the client has for whatever reason vis-à-vis Leeway B.V. in relation to the performance of the work carried out by Leeway B.V. will, in any event, lapse one (1) year after the date on which the client became aware or could reasonably have been aware of the existence of these rights and powers. In all cases, the aforementioned rights and other powers lapse two (2) years after the performance of the work by Leeway B.V.
6. Other than in the event of wilful intent or gross negligence on the part of Leeway B.V., the client indemnifies Leeway B.V. from and against any claims, rights and causes of action a third party may have or may lodge against Leeway B.V. at any time and that directly or indirectly ensue from or are connected with the activities or services performed or to be performed by Leeway B.V. for the client or that are otherwise related to the client's assignment to Leeway B.V., such inclusive of loss, damage, costs and expenses suffered or incurred by Leeway B.V. in connection with any such claim, right or cause of action.
7. Unless agreed otherwise, the fee payable by the client to Leeway B.V. will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates as determined by Leeway B.V. from time to time. In addition to the fee, any disbursements paid on behalf of the client by Leeway B.V. will be payable by the client, as well as compensation for general office costs (such as postage, telephone, fax and photocopies) which are fixed at a percentage of the fee. All the amounts payable will be increased by VAT due on those amounts at the rate as applicable from time to time.

8. Leeway B.V.'s invoices must be, unless otherwise agreed, paid within fourteen (14) days after the invoice date. In the event of failure to pay in good time, Leeway B.V. has the right to charge the statutory interest on the unpaid amount as from the fifteenth (15<sup>th</sup>) day after the invoice date.
9. The terms and conditions included in these General Terms and Conditions have also been created and stipulated by and on behalf of the board members and shareholders of Leeway B.V., the directors of those shareholders and all other persons who work or worked for Leeway B.V., either as partners, employees, advisers, third-party contractors or in any other capacity.
10. These General Terms and Conditions have been drawn up in Dutch and in English. In the event of any disparity or contradiction between the Dutch text and the English text of these General Terms and Conditions or any difference in their construction, the General Terms and Conditions drawn up in Dutch will prevail.
11. The legal relationship between Leeway B.V. and the client or other third party is governed by and subject to Dutch law.
12. Any disputes arising from or in connection with (i) the activities performed by or on behalf of Leeway B.V. or assigned to it and/or (ii) the legal relationship with the client or other third party, are subject to the exclusive jurisdiction of, and will exclusively be decided by, the competent court in Amsterdam, the Netherlands, without prejudice to the right to appeal and appeal in cassation.

Amsterdam, 16 March 2017

*These General Terms and Conditions were filed at the Chamber of Commerce under number 67115677.*