

## VINK & PARTNERS B.V.: GENERAL BUSINESS TERMS

1. Vink & Partners B.V. (“Vink & Partners”) is a private limited-liability company incorporated under the laws of the Netherlands (in Dutch: “besloten vennootschap”, or “B.V.” for short) of attorneys and tax lawyers.
2. The present General Business Terms, which have been established in part on behalf of the executive directors of Vink & Partners and the Vink & Partners workforce, shall govern all of the Work (to be) carried out at the expense of Vink & Partners and all of the juristic relationships involving Vink & Partners on the one hand and third parties on the other.
3. All (follow-up) Engagements and other Work shall exclusively be accepted and carried out by Vink & Partners, the provisions as per Sections 404 and 407(2) of Book 7 of the Netherlands Civil Code being set aside in this respect.
4. Such responsibility, either for shortcomings in the performance of the Engagement or for unlawful acts, as jointly rests with Vink & Partners and/or with the latter’s executive directors and/or workforce shall in the aggregate be confined at all times to the value of the payment to be made in the relevant scenario on the strength of Vink & Partners’s professional indemnity insurance policy – the terms of which shall upon request be made available for inspection – augmented by the value of such deductible as the insurance policy terms would define as chargeable to Vink & Partners in the relevant scenario, with the liability jointly resting with Vink & Partners and/or with the latter’s executive directors and/or workforce being capped in the aggregate at € 45,378.02 (forty-five thousand, three hundred and seventy-eight euros and two euro cents) or, in the event of the Fee charged by Vink & Partners exceeding said amount, at a reasonable sum in the amount of said Fee to a maximum of € 453,780.21 (four hundred and fifty-three thousand, seven hundred and eighty euros and twenty-one euro cents) if and in so far as payment under said insurance contract were not to be forthcoming for reasons beyond the particular circumstances of the incident in question.
5. No liability whatsoever shall rest with Vink & Partners for any losses suffered by the Principal or by third parties owing either to the Principal having furnished Vink & Partners with inaccurate or incomplete information or to any act or omission on the part of the Principal.
6. The choice of third parties to be enlisted by Vink & Partners shall where possible be made in consultation with the Principal, subject to due care being observed, whereas no liability shall rest with Vink & Partners where it concerns any failure on the part of any such third parties. The Principal shall hold Vink & Partners harmless for any and all such third-party claims – on inclusion of any such associated expenses as Vink & Partners may incur – as may be related in any manner whatsoever to the Work having been performed on the Principal’s behalf, except in scenarios of intentional act or gross negligence attributable to Vink & Partners.
7. The performance of Engagements having been extended shall exclusively be effected on the Principal’s behalf, without third parties being in a position to derive any rights from the substance of the Work having been performed.

8. The rates (to be) charged by the attorneys and tax lawyers shall vary in accordance with the relevant professional's experience and specialist know-how. Vink & Partners shall be authorized (periodically) to revise its rates and disbursements. A list outlining the current rates and fixed disbursements shall be made available upon request.
9. A maximum term of payment of 14 (fourteen) days shall apply to all invoices raised by Vink & Partners, failure to observe which term shall result in the Principal being deemed to have defaulted on payment. Vink & Partners shall be authorized to charge default interest, at a rate of 1% (one percent) per month or at the higher statutory interest rate, in the event of the above payment term having been missed, and may suspend its performance of Work on the Principal's behalf in the event of any one invoice not having been settled up within the preset payment term without incurring any liability whatsoever for any loss arising for the Principal out of any such suspension of Work.
10. Complaints about Work performed or amounts invoiced by Vink & Partners under penalty of all claims lapsing shall be conveyed in writing to Vink & Partners within 30 (thirty) days of the date of dispatch of the records or information to which the complaint pertains or, where the Principal reasonably substantiates its (his) (her) inability of detecting the defect at an earlier juncture, within 30 (thirty) days of said defect having come to light. The Principal's timely communication of its (his) (her) complaint(s) shall not prompt any suspension of its (his) (her) payment obligation. Vink & Partners shall have a choice in the event of a complaint by a Principal being validated between adjusting the Fee charged, remedying the relevant Work or carrying it out afresh, as appropriate, on a complimentary basis, or discontinuing or cancelling the performance of the Engagement on restitution in proportionality to the Principal of such Fee as the latter had already settled up.
11. Any such rights of action and other powers of whatever nature vis-à-vis Vink & Partners as accrue to the Principal shall in any event lapse on expiry of a 12 (twelve) month term of an incident having occurred entitling the Principal to enforce said rights and/or powers vis-à-vis Vink & Partners, except where it had been stipulated to the contrary in the context of the relevant Agreement.
12. A client confidentiality obligation vis-à-vis third parties not including third parties involved in the performance of the Engagement shall rest both with Vink & Partners itself and with any persons employed by or on behalf of, or associated with, Vink & Partners. Said obligation shall not apply where a statutory or professional disclosure duty prevails or where the Principal had released Vink & Partners from said obligation. Vink & Partners's entitlement to make use of such information as the Principal has put at its disposal and/or of any other details and information having come to its attention in the course of its performance of the Engagement shall be strictly confined to the object for which the relevant data were gleaned and to Vink & Partners's regular business operations being facilitated, the latter including any own-purpose appearance, either by Vink & Partners or by anyone associated with or employed by Vink & Partners, in disciplinary, criminal or civil or administrative law proceedings within whose context the relevant data could be pertinent, and in order to stave off any such proceedings.
13. Files created in the course of an Engagement being carried out shall be kept in custody for a ten (10) year term each, for subsequent destruction on expiry of said term.

14. The juristic relationship between Vink & Partners and its Principals shall be governed by Netherlands law. Exclusive competence for adjudicating any disputes between Vink & Partners and (any one of) its Principals shall accrue to the Amsterdam District Court, albeit that Vink & Partners shall remain authorized to bring action against any one of its Principals before any such Court as would be competent to adjudicate such disputes had not the above choice of forum been provided for.
15. Where it has not been stipulated to the contrary, the present General Business Terms shall additionally apply in full to the private limited-liability company incorporated under the laws of the Netherlands by the name of W. Overman B.V.
16. The present General Business Terms are available in Dutch and in English, with the Dutch source text taking precedence over the English-language version. Vink & Partners's General Business Terms, complimentary copies of which will be forwarded upon request, have been filed with the Registry of the Amsterdam District Court, as well as being accessible at [www.vinkenpartners.nl](http://www.vinkenpartners.nl) and available for inspection at the reception desk of Vink & Partners's offices on 20 Honthorststraat in (NL 1071 DE) Amsterdam.

Wherever appropriate, words used in the singular shall include the plural or the plural may be read as the singular, and male references shall include female and neuter, and vice versa.