



Meijburg & Co GCMS B.V.

General Terms and Conditions Meijburg & Co GCMS B.V.

Meijburg & Co GCMS B.V. is a limited liability company under Dutch law, registered under Chamber of Commerce registration number 74543733 and is affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

Meijburg & Co GCMS B.V.
Laan van Langerhuize 9
1186 DS Amstelveen

The following General Terms and Conditions apply to all services provided by or on behalf of the Meijburg & Co GCMS B.V.

Article 1 – General

- 1.1 For the purposes of these General Terms and Conditions, the following terms are defined as:
- Client: the opposite party of Contractor with regard to a contract within the meaning of Article 2.1;
 - Contractor: Meijburg & Co GCMS B.V., having its registered office at Laan van Langerhuize 9, Amsterdam;
 - Assignment: the assignment contract, whereby Contractor undertakes to perform certain activities for Client;
 - Network: the KPMG network of independent enterprises affiliated with KPMG International Cooperative (“KPMG International”), a Swiss entity.
- 1.2 All Assignments will be accepted and performed exclusively by Contractor and will not be subject to Sections 7:404 and 7:407(2) of the Dutch Civil Code, regardless of whether Client explicitly or automatically granted the Assignment with a view to it being performed by a certain person or persons.

Article 2 – Applicability

- 2.1 These General Terms and Conditions apply to all Assignments between Client and Contractor, or their respective legal successors, as well as all contracts arising therefrom and/or relating thereto between Client and Contractor and to all offers and/or proposals made by Contractor.
- 2.2 The applicability of any purchase or other conditions of Client is explicitly rejected. Any provisions deviating from the General Terms and Conditions of Client will apply only if and insofar as Contractor has expressly confirmed their application to Client in writing.
- 2.3 If any clause in these General Terms and Conditions or in the Assignment is invalid or is held to be invalid, the remainder of the contract shall remain in force to the extent possible and the invalid clause shall be replaced forthwith in consultation between the parties by a clause which reflects the intent of the original clause as closely as possible.
- 2.4 These General Terms and Conditions will also apply to Contractor’s partners, members of the Network and to anyone engaged by Contractor in the context of the performance of the Assignment. They may invoke these Terms and Conditions vis-à-vis Client.
- 2.5 Contractor reserves the right to unilaterally change the General Terms and Conditions. The most recent version of the General Terms and Conditions is valid and can be found on Contractor’s website. It is also possible to request a copy.
- 2.6 These General Terms and Conditions are available in Dutch and in English. In the event of differences between the Dutch and the English versions, the Dutch version will take precedence.

Article 3 – Data and information

- 3.1 Contractor shall only be obliged to effect the performance – or further performance – of the Assignment if Client has submitted all data and information requested by Contractor and/or all data and information which Client should reasonably understand are required by Contractor for the proper performance of the Assignment, on time and in the form and in the manner specified by Contractor. Any additional costs that may arise as a result of the fact that Client has not submitted the required data or information, or has not submitted same on time or properly, will be for Client’s account.
- 3.2 Client shall be obliged to notify Contractor forthwith of any facts and circumstances that may be relevant to the performance of the Assignment.
- 3.3 Client guarantees that the data and information provided by or on behalf of it to Contractor will be accurate, complete, reliable and lawful, also if such data and information have originated from third parties or have been furnished by third parties on its instructions.
- 3.4 Client shall be responsible for compliance with the applicable legislation and regulations in the field of personal data protection, also in respect of the submission or provision to Contractor of personal data pertaining to personnel, clients or third parties, even if such data have originated from third parties or have been provided by third parties on Client’s instructions. Contractor cannot be held liable for any non-performance or incorrect performance by Client.

Article 4 – Email and internet use

- 4.1 Client and Contractor may communicate with one another by means of electronic mail (email).

However, certain risks are associated with the use of internet and email, such as, but not confined to, distortion, delay, interception, manipulation and viruses. Both Contractor and Client will do all that can be reasonably expected to avoid such risks. They shall not, however, hold one another liable for any damage that may ensue from the use of internet and/or email.

- 4.2 In the event of any doubt regarding the content and/or transmission of electronic mail, the data extracts from Contractor's computer systems will be decisive and are considered conclusive proof, with the exception of rebuttal evidence provided by Client.

Article 5 – Performance of the Assignment

- 5.1 Contractor shall determine in what manner and by which person/persons the Assignment shall be carried out, although it will take account of any wishes stated by Client insofar as possible. If Contractor wishes to engage any third parties for Client's account for purposes of the Assignment's implementation, it will do so only after obtaining Client's approval. Contractor may engage members of the Network without Client's approval if this reasonably follows from the nature of the Assignment.
- 5.2 For the purposes of the Assignment's implementation, Contractor will not take on any management responsibilities for or on behalf of Client.
- 5.3 Contractor shall perform the work to the best of its ability and with due professional care; however, Contractor cannot guarantee the achievement of any specific intended results.
- 5.4 The Assignment shall be performed subject to the applicable rules of professional practice and that which the law demands. Client will always provide every assistance to fulfill the obligations that arise from each Assignment for Contractor.
- 5.5 The Money Laundering and Terrorist Financing Prevention Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*; Wwft) requires Contractor to conduct a client audit on all potential Clients. This audit includes the identification of potential Clients and the verification of their identity before services are provided. Upon the request of Contractor, Client must cooperate with the obligations arising from the Wwft. Contractor may also be required to notify the applicable governmental regulatory authorities of any unusual transactions performed or proposed.
- 5.6 Contractor is not liable for any damages that arise as a result of its complying with the applicable relevant legislation and regulations.
- 5.8. Dates by which work must be completed shall only be regarded as deadlines whose non-observance constitutes a default (*fatale termijnen*) if expressly agreed in writing.
- 5.9 Client shall not be entitled to rescind the contract if and when an agreed deadline is exceeded, unless (i) Contractor also fails to perform its contractual obligations within a reasonable period notified to it in writing upon the lapse of the original deadline; (ii) it is evident that the performance of the contract will be permanently impossible.

Article 6 – Termination

- 6.1 Client and Contractor may terminate the contract at any time (in the interim) with due observance of a reasonable period of notice, unless the termination or the termination in such a period is contrary to the principles of reasonableness and fairness. The other party must be notified of the termination in writing.
- 6.2 Contractor retains, in all cases, its entitlement to payment of invoices for the work performed until the date of (interim) termination.

Article 7 – Intellectual property rights

- 7.1 Contractor shall be entitled to any and all intellectual property rights developed or used by it during the performance of the Assignment, including any advice, opinions, working methods, (model) contracts, systems, system designs and computer programs, save insofar as third parties are entitled to such intellectual property rights.
- 7.2 Without prejudice to the provisions of Article 8.3, and without prior written permission by Contractor, Client shall not reproduce, disclose or exploit such intellectual property rights or a recording thereof on any data carrier, either alone or in conjunction with or through the engagement of third parties.

Article 8 – Confidentiality

- 8.1 Contractor and/or any persons working for/at or affiliated with Contractor are obliged to observe confidentiality regarding the data and information provided vis-à-vis third parties, not including

members of the Network or third parties involved in the implementation of the Assignment. This obligation shall not apply

in the event of a statutory or professional duty to disclose the relevant information or if Client has released Contractor from its obligation to observe confidentiality.

- 8.2 Contractor will only be entitled to use the information made available to it by Client as well as any other data and information of which Contractor has become aware during the implementation of its Assignment for the purpose for which these were provided and for the normal business operations of Contractor, which includes any action taken by Contractor or persons affiliated with or working for/at Contractor, on their own behalf, in disciplinary, criminal, civil or administrative law proceedings to which such information may be relevant as well as any measures taken to prevent such proceedings.
- 8.3 Without the express prior written permission of Contractor, Client shall not disclose or make available to third parties in any other way, any report, advice, opinions or other statements made by Contractor, whether or not in writing, unless (i) such action arises directly from the contract or is effected to obtain an expert opinion on the work performed by Contractor, or (ii) Client has a legal or professional obligation to disclose the data concerned or (iii) Client, or any of its directors or employees, is acting on its own behalf in disciplinary, civil or criminal proceedings.

Article 9 – Personal Data

- 9.1 In the context of the Assignment granted by Client to Contractor or for purposes of fulfilling any statutory obligations resting with Contractor, Contractor may process personal data pertaining to Client and/or persons affiliated with or working for/at Client.
- 9.2 Contractor may process personal data for purposes of optimizing its provision of services to Client and in order to be able to approach Client and/or persons working for/at Client with information and services offered by Contractor and third parties, including other members of the Network.
- 9.3 Contractor will process personal data in the context of the activities referred to in Article 9.1 and 9.2 in accordance with the applicable legislation and regulations in the field of personal data protection.

Article 10 – Fee

- 10.1 Client shall pay a fee to Contractor and reimburse Contractor for costs incurred in accordance with Contractor's usual rates, methods of calculation and working methods.

Article 11 – Payment

- 11.1 Payment shall be made in euros, without any deduction, discount or set-off, by deposit in or transfer to the bank or giro account stated on the invoice, within fourteen (14) days of the invoice date, failing which Client shall be in default and as of that time statutory (prime) interest can be charged.
- 11.2 If Client, acting in a professional or business capacity, has not made payment within the period stated in 11.1, it is obliged to pay Contractor all judicial and extrajudicial collection costs incurred by Contractor, also insofar as these costs exceed any costs ordered by a court, unless Client, as the losing party, is ordered to pay costs.
- 11.3 If Client is not acting in a professional or business capacity, it is obliged to reimburse Contractor for the judicial and extrajudicial collection costs at the maximum amount stated in the Extrajudicial Collection Costs (Fees) Decree. These extrajudicial collection costs are payable by Client, who is already in default, after demands for payment within fourteen days (14) have proven unsuccessful.
- 11.4 In the case of a jointly granted Assignment, Clients are, insofar as the Assignment is performed for the joint Clients, jointly and severally liable for the payment of the invoiced amount and the statutory (prime) interest and costs payable.
- 11.5 Contractor reserves the right to request Client to provide for full or partial payment in advance and/or to provide security even during the performance of an Assignment, if the financial position or the payment behavior of Client so warrants in the opinion of Contractor, failing which Contractor shall be entitled to suspend the performance of its obligations.

Article 12 – Complaints

- 12.1 Contractor must be informed in writing of any complaints concerning work performed or fees charged within thirty (30) days of the date of dispatch of the documents or information on which such complaints are based or, in case Client shall prove that it could not reasonably have discovered the shortcoming earlier, within thirty (30) days after discovery thereof, failing which

Client shall forfeit any and all claims relating thereto.

- 12.2 A complaint shall not entitle Client to suspend its payment obligations, unless Contractor has informed Client that it considers the complaint to be justified.
- 12.3 In the event of a justified complaint Contractor shall have the right, at its own discretion, either to adapt the fees charged, rectify the shortcoming free of charge, again perform the Assignment concerned, or to cancel the performance of the Assignment, in part or in full, a proportional refund of fees paid by Client.

Article 13 – Liability

- 13.1 Contractor shall only be liable to Client for any shortcoming in the performance of the Assignment insofar as such shortcoming consists in a failure to exercise the due care and expertise which may be expected with regard to the performance of the Assignment.
- 13.2 Contractor's liability for a shortcoming in the performance of the Assignment or for any tort on the part of Contractor or members of the Network shall be limited to three times the fee (exclusive of VAT) charged by Contractor for the work to which the harmful event pertains or with which it is related, subject to a maximum amount of two hundred and fifty thousand euros (EUR 250,000).
- 13.3 The limitations of Contractor's liability as described in the second paragraph shall not apply insofar as the damage has resulted from a wilful misconduct or gross negligence on Contractor's part.
- 13.4 However, Contractor shall not be liable for:
- any damage incurred by Client or third parties as the result of the provision of incorrect or incomplete data or information by Client to Contractor or as the result of any other act or omission on Client's part;
 - any damage incurred by Client or third parties as the result of an act or omission on the part of any auxiliary persons engaged by or at the request of Client (not including employees of Contractor and members of the Network);
 - any indirect damage, special damage or consequential damage incurred by Client or third parties.
- 13.5 Client shall hold harmless and indemnify Contractor against all claims from third parties, including but not limited to shareholders, directors, supervisory director and employees of Client as well as affiliated legal entities and companies and third parties involved in the organization of Client, arising from or in connection with the work performed by Contractor for Client, unless such claims are due to gross negligence or willful misconduct on the part of Contractor. This indemnification also covers all costs involved in setting up a defense against such claims.

Article 14 – Reliance on Advice: Additional Terms Applicable to Assignments for SEC-registered Clients

- 14.1 The special confidentiality obligations included in this Article 14 only apply to the Assignment if:
- Client, at the commencement of the Assignment or at any time thereafter, is an entity or an affiliated company of an entity that is registered with the United States Securities and Exchange Commission and KPMG is the auditor of Client (or the affiliated company) ('SEC-Registered Audit Client'); or
 - the tax advice provided is US tax advice.

Article 7.2, Article 8.3 and Article 13.5 of these General Terms and Conditions (with the exception of non-tax services) do not apply to these Assignments nor can any provision of the Assignment be interpreted as a condition of confidentiality for Client. In the present Article, the term 'affiliated company' is interpreted as the term used by the SEC in respect of independence rules for accountants.

- 14.2 If Client is an 'SEC-Registered Audit Client', then Client must immediately inform Contractor of any confidentiality conditions imposed at some point by other tax advisors in respect of transactions or matters for which the tax services of Contractor have been requested.
- 14.3 All advice, recommendations, information or work product provided to or that will be provided to Client by Contractor in connection with an Assignment is for Client's sole use. Client agrees that if Client makes such advice, recommendations, information or work product available to any third party, Client will notify such third party, in writing, that Contractor's advice, recommendations, information and work product is for Client's sole benefit based on the specific facts and circumstances and the scope of Contractor's Assignment with Client and is not intended to be relied upon by any other person.
- 14.4 If Client makes advice, recommendations, information or work partly or fully available to any third party or refers to it, but does not notify this third party, in writing, as required by Article 14.3, then

Client must compensate and indemnify Contractor for, as well as protect Contractor against, any loss, damages, costs and liability faced by Contractor as a result of, arising from or in relation to this advice, recommendations, information or work having been made available or having been referred to.

Article 15 – Limitation period

Unless these General Terms and Conditions provide otherwise, any and all claims of Client against Contractor in connection with its performance of the Assignment, regardless of their nature, shall expire one year after the date Client has become aware or could reasonably have become aware of the existence of such claim.

Article 16 – Rights of action

Any rights of action Client has or thinks it has in connection with the agreement against members of the Network may be instituted against Contractor only.

Article 17 – Choice of law, disputes

- 17.1 All contracts between Client and Contractor shall be exclusively governed by Dutch law.
- 17.2 Disputes shall be submitted to the competent court in the place in which the registered office of Contractor is situated.
- 17.3 Notwithstanding the provisions of Article 17.2, Client and Contractor may choose a different manner of dispute settlement.

These General Terms and Conditions are available on www.meijburg.com and were filed with the Chamber of Commerce in Amsterdam.