

#### ARTICLE 1 GENERAL

1. Accounting firm Lakarsk is a partnership according to the civil code of the Netherlands, consisting of one or more (limited) practice companies and/or natural persons. It has its main seat of business in Voorburg.  
In these General Terms and Conditions will be understood under:  
Principal: the party that gives the engagement.  
Contractor: the partnership Lakarsk.  
All engagements will solely be accepted and executed by Lakarsk as such, also if it is explicitly or tacitly the intention of a Principal that an engagement will be executed by a certain person. The applicability of the articles 7:404 Dutch Civil Code (execution by a certain person), article 7:407 section 2 (joint and several liability) and 7:409 Dutch Civil Code (death of a certain person), is hereby explicitly excluded.
2. All stipulations in these General Terms and Conditions have also been made for the benefit of the (directors of) partners, directors and employees of Contractor, as well as of all the third parties or independent contractors brought in by Contractor for the benefit of the execution of the engagement.
3. Principal shall exercise his possible claims or rights of recourse solely against Contractor and not against (directors of) partners, directors or employees of Contractor or third parties or independent contractors involved by Contractor.

#### ARTICLE 2 APPLICABILITY

1. These General Terms and Conditions are applicable on all legal relations between Contractor and Principal. Changes in these terms and conditions must be agreed by parties in writing.
2. If an article from these General Terms and Conditions or the engagement-confirmation would be invalid or will be invalidated, then the other articles will remain as much as possible in force and the concerned article shall be replaced in consultation between parties, by an article that approaches the tenor of the original article as much as possible.
3. The applicability of General Terms and Conditions of Principal will hereby explicitly be rejected.

#### ARTICLE 3 CONCLUSION OF THE AGREEMENT

1. The agreement is concluded on the moment that the confirmation of engagement signed by Contractor and Principal has been received back by Contractor. The confirmation is based on the information provided at the time thereof by Principal to Contractor. The confirmation will be deemed to represent the agreement correctly and completely.
2. If the engagement has been granted verbally, or if the confirmation of engagement has not (yet) been received back with signature, then the engagement will be deemed to have been concluded under applicability of these General Terms and Conditions, on the moment that Contractor upon request of Principal has started with the execution of the activities.
3. The parties are at liberty to prove that the agreement has been concluded in another manner.
4. The agreement will be concluded for an undefined time, unless from the content, nature or tenor of the granted engagement it derives, that this has been concluded for a defined time.

#### ARTICLE 4 OBLIGATIONS PRINCIPAL

1. Principal is required to make all data and documents, which Contractor requires for the correct execution of the granted engagement, timely available in the desired form and in the desired manner.
2. Because Contractor must comply with prescriptions of independence of national and foreign regulators, Principal obliged to inform Contractor timely, correctly and completely concerning (changes in) the legal structure and the control of (the group, to which) Principal (belongs), as well as of all other (financial) forms of cooperation concerning his enterprise or organisation, the one and the other in the broadest sense of the word. Principal warrants the correctness, completeness and reliability of the data and documents made available to Contractor, also if these originate from third parties, insofar from the nature of the engagement it does not derive differently.
3. Upon request of Principal, documents made available will be returned after execution of the engagement. If the documents remain stored with Contractor, then these will be destroyed after expiry of the applicable storage term.
4. The damage of Contractor deriving from the delay in the execution of the engagement, the extra costs made by him and the extra fee, emerged by the not, not timely or not properly making available of the requested data and documents, shall be for the account of Principal.
5. If Contractor executes activities on location of Principal, then the Principal shall arrange for a suitable work location, that complies with the Arboret and the policy rules recorded in the so-called AI pages of the Ministry of Social Affairs and Employment concerning offices and computer screen work station.

#### ARTICLE 5 EXECUTION OF THE ENGAGEMENT

1. Contractor determines the way and by which person the granted engagement will be executed.
2. Contractor executes the engagement in accordance with the applicable (professional) regulations and what will be required of him by or based on the law. Principal shall each time fully respect the obligations deriving there from for Contractor. Under professional regulations will be understood the relevant code of conduct and professional regulations of the (directors of) partners, directors, employees and/or deployed third parties involved in the execution, such as the rules of for instance NBA, NOREA, NOB and FB.
3. Contractor can firstly execute and bring into account to Principal more activities than to where the engagement has been granted, if Principal has granted for this permission in advance, unless these activities derive from the nature of the engagement, from the circumstances referred to under article 4 section 5 or from (professional) regulations being applicable to the engagement.
4. Contractor shall execute the activities to the best of his abilities and as a careful acting professional; Contractor can however not warrant achieving any envisaged result, unless such is agreed explicitly otherwise in the confirmation of engagement.
5. In the interest of the execution of the engagement, Contractor can involve entities affiliated to Contractor, both in the Netherlands and abroad, in the engagement. Other third parties shall not be involved in the engagement, unless agreement has been reached about it with Principal.
6. Contractor is authorised to, in compliance with the obligations to secrecy resting on him and applicable privacy legislation, to keep data of Principal outside the Netherlands. Principal gives, by acceptance of these terms and conditions, hereto explicit permission.
7. Principal shall hire or approach no (directors of) partners, directors and employees of Contractor, to enter, whether or not temporarily, directly or indirectly, into the employment of Principal, or to execute directly or indirectly activities in for the benefit of Principal.

8. Contractor maintains a work file with therein copies of relevant documents, which file is the property of Contractor.
9. During the execution of the engagement, Principal and Contractor can, upon request of one of them, communicate with each other by means of electronic mail. Principal and Contractor are towards each other not liable for damage that derives from the use of electronic mail, the one and the other on the condition that both parties shall do all that reasonably may be expected for the prevention of risks, such as the spreading of viruses, mutilation etc.

#### ARTICLE 6 SECRECY

1. Unless any Netherlands' or foreign stipulations of the law, prescription or other (professional) rule does not oblige him to obliged disclosure, Contractor is obliged to secrecy towards third parties, not including entities affiliated to Contractor, both in the Netherlands and abroad, of confidential information that has been acquired of Principal. Principal can grant exemption thereto.
2. Contractor is not authorised to apply the data that will be made available to him by Principal, for another purpose than for which they were acquired. To this, however, an exception will be made in case Contractor acts for himself in a disciplinary, criminal or civil law procedure whereby these data can be of importance.
3. Principal gives Contractor explicit permission to share data of Principal with Affiliated entities, both in the Netherlands and abroad, to prevent for instance conflict of interest and to warrant the independence.
4. Unless there is an instance of any – Netherlands' or foreign stipulation in the law or other (professional) rule that obliges Principal to disclosure or if thereto by Contractor permission in writing has been granted, Principal shall not disclose the content of reports, advice, declarations or other expressions of Contractor, whether or not in writing, to third parties.
5. Contractor and Principal shall impose the obligations based on this article, to third parties involved by them.
6. As being deemed not in violation with the stipulations in article 6.1 and 6.2, Contractor is authorised to the anonymised stating in headlines of the executed activities to (potential) clients of Contractor for the indication of the experience of Contractor.

#### ARTICLE 7 INTELLECTUAL PROPERTY

1. Contractor reserves all rights with regard to products of the spirit which he uses or has used or develops or has developed in the framework of the execution of the engagement, insofar these do not already belong to third parties.
2. The Principal is explicitly forbidden to multiply, disclose or to exploit those products, including among others advice, reports, computer programs, system designs, manners of working, (model) contracts and other products of the spirit of Contractor, the one and the other in the broadest sense of the word, whether or not with involvement of third parties.
3. The Principal is not permitted to make those products available to third parties, other than for the acquiring of an expert opinion concerning the activities of Contractor.

#### ARTICLE 8 FEE

1. The fee of Contractor is not dependent on the outcome of the granted engagement.
2. If after the conclusion of the agreement, but before the engagement has been executed entirely, rate determining factors such as wages and/or prices undergo a change, then Contractor is authorised to modify the agreed rate accordingly.
3. The fee of Contractor is exclusive of expenses and exclusive of declarations of third parties involved by Contractor. All rates are exclusive of turnover tax and other levies which will be imposed by the government.

#### ARTICLE 9 PAYMENT

1. Payment by Principal must take place, without deduction, discount or set-off, within the agreed term, but in no case later than 14 days after date of the invoice. Payment must take place in Netherlands' currency by means of transfer for the benefit of a bank account to be designated by Contractor.
2. All in-court and out-of-court (collection) costs made in reasonableness, that Contractor makes in connection with the collection of a claim on Principal, will be charged to Principal.
3. If the financial position or the payment behaviour of Principal, in the opinion of Contractor gives cause thereto, then Contractor is authorised to request of Principal that this sets without delay (additional) surety, in a form to be determined by Contractor. If Principal omits to set the required surety, then Contractor is authorised, notwithstanding his other rights, to suspend the further execution of the agreement immediately and is all what Principal is liable to pay to Contractor on whichever basis, directly payable upon demand.

#### ARTICLE 10 RECLAMATION

1. Reclamation with regard to the executed activities and/or the amount of the invoice must be made known to Contractor in writing, within 30 days after sending date of the documents or information about which Principal makes a reclamation, or within 30 days after the discovery of the defect if Principal demonstrates that he could not discover the defect reasonably sooner.
2. Reclamations as referred to in section 1, do not suspend the payment obligation of Principal.
3. In case of a justified reclamation, Contractor has the choice between (a) modification of the fee brought into account, (b) the executing free of charge or (c) executing anew of the rejected activities or (d) the in whole or in part no (more) executing of the engagement, against proportional refunding of the fee already paid by Principal.

#### ARTICLE 11 TERM OF DELIVERY

1. Terms within which the activities must have been completed, are only to be regarded as a fatal term if this is agreed explicitly.
2. If Principal is liable to pay an advance payment, or he must make information and/or materials available, required for the execution, then the term within which the activities must be completed, does not start sooner than after the payment has been received entirely, respectively the information and/or materials have been made available in their entirety.
3. The agreement can – unless execution is permanently impossible – not be dissolved by Principal because of exceeding of a term, unless Contractor does not or not entirely execute the agreement within a reasonable term summoned to him in writing, after expiry of the agreed term of delivery. Dissolution is then permitted in accordance with article 6:265 Dutch Civil Code.

#### ARTICLE 12 CANCELLATION

1. Principal and Contractor can cancel the agreement at all times, in compliance with a reasonable notice period, unless all reasonableness and the fairness object against termination (on such a term). Cancellation must be communicated in writing to the counterparty.
2. Each of the parties can dissolve the agreement (in-between) per registered letter, without observing a notice period, in case the other party is not able to pay its debts, or if a receiver, supervisor or settler has been appointed, the other party arranges for a debt sanitation, or for any other reason ceases its activities, or if a situation has emerged that justifies immediate termination.
3. If Principal has cancelled the agreement in accordance with the stipulations in article 12.1 or in case Contractor has the dissolved agreement in accordance with the stipulations in article 12.2, then Contractor has a right to compensation of the loss of use of capacity emerged and to be substantiated at his side as well as of additional costs that he reasonably must make as a consequence of premature termination of the agreement, unless facts and circumstances are the foundation of the cancellation or dissolution, that are imputable to Contractor. If Contractor has cancelled the agreement in accordance with article 12.1, then Principal has a right to cooperation with transfer of activities, unless facts and circumstances are the foundation of the cancellation or dissolution, that are imputable to Principal. Contractor retains in all instances his claim to payment of the declarations for activities executed by him till then. Insofar the transfer of activities brings along extra costs, then these will be brought into account to Principal.

ARTICLE 13 LIABILITY AND SAFEGUARD

1. Contractor is towards Principal solely liable for damage that is the direct consequence of (an) imputable shortcoming(s) in the execution of the agreement. This liability is limited to the amount that according to the liability insurer of Contractor will be paid out for the concerned case, increased with the own risk possibly to be borne by Contractor on the basis of the insurance. If, for whichever reason, the liability insurer does not proceed to pay-out, then the liability of Contractor is limited to the amount of the fee brought into account for the execution of the agreement.
2. Contractor is not liable for damage of Principal that emerges, because Principal or third parties not involved by Contractor, has or have provided Contractor with incorrect or incomplete documents or information.
3. Principal safeguards Contractor against claims of third parties because of damage that is caused because Principal or third parties not involved by Contractor, has or have provided Contractor with incorrect or incomplete documents or information, unless Principal can demonstrate that the damage has no connection with imputable acts or omissions from his side or is caused by wilful intent or gross fault of Contractor.
4. Contractor is not liable for damaging or destruction of documents during transport or during shipment per post, irrespective of whether the transport or the shipment takes place by or on behalf of the Principal, Contractor or third parties. During the execution of the engagement, Principal and Contractor can communicate with each other. Principal and Contractor are towards each other not liable for damage that possibly derives with one or each of them as a consequence of the use of electronic means of communication, including - but not limited to - damage as a consequence of non-delivery or delay in the delivery of electronic communication by third parties or by programs/equipment used for shipment, receipt or processing of electronic communication, transmission of viruses and the non or not good functioning of the telecommunication network or other means required for electronic communication, except for insofar damage is the consequence of wilful intent or gross fault.
5. Contractor has at all times the right, if and insofar possible, to undo the damage of Principal or to limit it by repair or improvement of the defective product.
6. Contractor is not liable for consequential, enterprise or indirect damage.

#### ARTICLE 14 STATUTE OF LIMITATIONS

Insofar, in these General Terms and Conditions, it has not been stipulated otherwise, all rights of claim and other authorities of Principal on whichever basis, towards Contractor in connection with the execution of activities by Contractor, will forfeit in each case after one year after the moment on which Principal became familiar with or reasonably could have become familiar with the existence of these rights and authorities.

#### ARTICLE 15 RIGHT OF SUSPENSION

Contractor has the right to suspend the compliance with all his obligations, including the release of documents or other goods to Principal or third parties, until the moment that all due claims on Principal have been paid in full. Contractor may refuse the obligation to release of Documents only, after a careful weighing of interests has taken place.

#### ARTICLE 16 APPLICABLE LAW AND CHOICE OF COURT

1. The laws of the Netherlands are applicable to all legal relations between Principal and Contractor.
2. All disputes that relate to legal relations between Principal and Contractor, to which these General Terms and Conditions are applicable, will be resolved by the competent court in the court district in which Contractor has his residence.
3. In deviation of the stipulations in section 2, Principal and Contractor can choose for another manner of resolution for disputes.