

Our Relationship with You

1. We will perform the Services using reasonable skill and care.
2. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
3. We may subcontract portions of the Services to other service providers, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
4. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your Responsibilities

5. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
6. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
7. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
8. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

9. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

10. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("**Reports**"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
11. You may disclose to anyone a Report (or any portion thereof) under the obligation that you shall inform those to whom you disclose that they may not rely on it for any purpose without our prior written consent.
12. You may incorporate into documents that you intend to use our summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. You must assume sole responsibility for the contents of those documents and you must not externally refer to us.
13. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

14. You (and any others for whom Services are provided) may not recover from us, in contract or under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
15. You (and any others for whom Services are provided) may not recover from us, in contract, under statute or otherwise, aggregate damages in excess of 1,5 time the fees actually paid for the Services that directly caused the loss in connection



with claims arising out of this Agreement or otherwise relating to the Services.

16. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
17. You shall make any claim relating to the Services or otherwise under this Agreement no later than by the expiry of the applicable statute of limitations.
18. The limitations in Section 15 will not apply to losses or damages caused by our fraud, willful misconduct or gross negligence or to the extent prohibited by applicable law.

Indemnity

19. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through you or at your request. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual Property Rights

20. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("**Materials**") that we own in performing

the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

21. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Confidentiality

22. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement,

(b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the recipient at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations.

23. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

24. Unless prohibited by applicable law, we may disclose Client Information to third parties providing services on our behalf who may collect, use, transfer, store or otherwise process it (collectively



“**Process**”) in the various jurisdictions in which they operate for purposes related to the provision of the Services, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative support services (collectively “**Process Purposes**”). We shall be responsible to you for maintaining the confidentiality of Client Information.

Data Protection

25. For the Process Purposes referred to in Section 24 above, we and other third parties providing services on our behalf may Process Client Information that can be linked to specific individuals (“**Personal Data**”) in various jurisdictions in which we and any of them operate. We will Process the Personal Data in accordance with applicable law and professional regulations. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements.
26. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Fees and Expenses Generally

27. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices.
28. We may charge additional professional fees if events beyond our control, caused by your acts or omissions affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks. We shall inform you about such events in advance and agree with you whether to proceed with planned activities or not.

29. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force Majeure

30. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and Termination

31. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
32. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days’ prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
33. In the case of regular contract termination you shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. In the case of extraordinary termination caused by our fault, we are not entitled to any compensation.
34. Our respective confidentiality obligations under this Agreement shall continue for a period of ten years following the termination of this Agreement. The other provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except for the cases where a legal term is expressly provided by law.



Governing Law and Dispute Resolution

- 35. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of The Netherlands.
- 36. Any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the courts of the Netherlands, in first instance the location in Amsterdam, to which each of us agrees to submit for these purposes.

agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.

- 44. Neither of us may use or reference the other's name, logos or trademarks without its prior written consent, provided that we may use your name publicly to identify you as a client in connection with specific Services or otherwise.

Miscellaneous

- 37. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
- 38. Both of us may execute this Agreement (including Statements of Work), as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
- 39. Each of us represents that the person signing this Agreement and any Statement of Work hereunder on its behalf is expressly authorized to execute them and to bind each of us to their terms.
- 40. You agree that we, subject to professional obligations, act for other clients, including your competitors.
- 41. Neither of us may assign any of our rights, obligations or claims under this Agreement.
- 42. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 43. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly

