

General Terms and Conditions Considerati B.V. (version February 2020)

1. These general terms and conditions apply to all instructions accepted by Considerati V. ("**Considerati**") including any subsequent or additional assignments as well as to any other services provided by Considerati.
2. Any assignment by a client is given to Considerati and not to any individual person associated with Considerati. This includes any assignment from a client that is to be performed by a specific person associated with Considerati. Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code (*Burgerlijk Wetboek*) are herewith excluded. "Person associated with Considerati" is understood to mean every current or former employee, advisor, subsidiary and (indirect) shareholder of Considerati.
3. Except to the extent liability cannot be limited under Dutch law, any and all liability of Considerati shall be limited to the amount paid out in the relevant matter under the professional indemnity insurance of Considerati, increased by the amount of the applicable deductible (*eigen risico*). If Considerati is liable for damages to persons or property, such liability shall be limited to the amount paid out in that specific case under the general professional corporate liability insurance (AVB) of Considerati, increased by the amount of the applicable deductible (*eigen risico*). If, for whatever reason, no amount is paid out under either of the abovementioned insurances, the liability of Considerati shall be limited to a maximum of EUR 10,000,000. Claims for damages shall expire after a period of one year from the day on which the client became aware or should have become aware of the damages and of the potential liability of Considerati.
4. Considerati shall execute any assignment issued to it for the benefit of the client only. Third parties cannot derive any rights from such assignments carried out for the client.
5. Considerati may engage third parties in connection with the instruction and only from the client and it shall exercise due care in its selection of third parties. Considerati is not liable for any acts or omissions of third parties. By instructing Considerati, the client gives Considerati authority to accept on behalf of the client a limitation of liability stipulated by such person.
6. The client indemnifies Considerati and each person associated with Considerati against all third party claims that arise from or are in any way connected to the instruction from the client and/or the services performed for the client, unless these claims arise from gross negligence or willful intent on the part of Considerati. This indemnification includes the cost of legal aid.
7. These General Terms and Conditions may be relied upon by Considerati and each person associated with Considerati, including but not limited to any legal successor under universal title of any person associated with Considerati, any person formerly associated with Considerati and any legal successor under universal title of a person formerly associated with Considerati.
8. Unless otherwise agreed, the fees due shall be calculated in accordance with the hours worked, multiplied with the relevant standard hourly fee, as established annually by Considerati. The standard hourly rates are available upon request. Expenses (such as travel expenses, translation expenses, courier expenses etc.) shall be charged separately. Our services will in principle be invoiced on a monthly basis and have a payment term of 14 days.
9. All amounts are exclusive of VAT and exclusive of any other tax, surcharge or similar increase that a client, payer or Considerati is obliged to pay under applicable laws or regulations or that Considerati is obliged to charge.

10. In case any invoice is not, or not timely, paid by the client, Considerati shall be entitled to suspend or terminate its services for the client. This shall not affect the client's obligation to timely pay any outstanding invoices and any invoices that are yet to be submitted. Considerati may at any time require the Client to make appropriate advance payments before commencing or proceeding with its services. Any advance payments may be set-off against invoices issued by Considerati in the respective matter or in any other matter.

11. Without prejudice to paragraph 10 of these terms, an assignment with a definite duration can only be terminated before its expiration by one of the parties with a notice period of two months. Any other assignments shall be terminable by either Party at any time, with due observation of a reasonable notice period. All outstanding fees and disbursements will be payable by the client up to and including the date of termination of the assignment.

12. Considerati will not be prevented or restricted by virtue of its relationship with you from advising other clients.

13. In performing its services, Considerati will communicate using e-mail and mobile devices and we will do so on the basis that the client accepts the risks of such communications (including, but not limited to, the security risk of interception or, or unauthorised access to, such communications and the risk of viruses).

14. All intellectual property rights (in particular copyright) with regard to the documentation created by Considerati remains the property of Considerati with the exception of deliverables meant for the client.

15. In relation to personal data, Considerati will protect such data against accidental loss, destruction or damage by taking appropriate technical and organisational measures and process such data only in accordance with relevant data protection legislation.

16. Dutch law shall govern the legal relationship between Considerati and its clients. Any dispute between Considerati and a client shall be resolved in the first instance exclusively by the District Court (rechtbank) of Amsterdam, the Netherlands.

17. Employment of a professional / Considerati team member

- Subject to the Contractor's intermediation, neither the Client nor its affiliated companies may directly or indirectly enter into an employment contract or contract for services with the Professional during the term of the Assignment or for a two-year (2) period after the termination of the Assignment.
- If the Client or an affiliated company wants, after prior written consent of the Contractor, to hire the Professional or enter into a direct or indirect contractual relationship with the Professional during the aforementioned period, the term of the Assignment must have been at least 12 months and/or 2.080 payable hours. The Contractor shall charge a fee equal to 50% of the Professional's gross annual income, with a minimum of €40,000. For this purpose, the gross annual salary agreed upon between the Client and the Professional will include holiday pay and other fixed fees. The Professional's possible bonus or profit-sharing shall be equated with one month's gross salary. A leased car provided or a travel allowance shall be equated with €4,500.
- If the Client deploys the Contractor to perform work for third parties, the Client shall include a perpetual clause with the same substance and effect as this Article 11 in its agreement with such third party.

18. These General Terms and Conditions are in both Dutch and English. In the event of any discrepancy between the Dutch and English versions, the Dutch version shall prevail.

19. Considerati is located in Amsterdam and registered in the Trade Register under no. 34285744.