

## Definitions:

In these General Terms of Delivery (the “**Terms**”) the following expressions have the meaning stated:

Contractor:	Léons Consultancy B.V., a private company with limited liability under Dutch law;
Client:	any natural person or legal entity purchasing the Services of the Contractor or with whom the Contractor enters into a Contract or negotiates on the formation thereof;
Contract:	any contract for professional services realized between the Contractor and the Client, any alteration or addition thereto, as well as all acts, including legal acts, in preparation and execution of this contract;
Services:	all services and/or activities that are the subject matter of a Contract.

## 1. Scope of Application

1.1. These Terms shall be part of all Contracts and shall apply to all acts, including legal acts, of the Contractor and Client relating to these Contracts.

1.2. The Contractor expressly rejects the application of terms or conditions of the Client.

1.3. If a Contract has been entered into with more than one Client, all of these Clients shall be severally liable for the fulfilment of all obligations resting with a Client pursuant to this Contract.

1.4. Alterations and/or additions to these Terms and/or the Contract shall only apply if and insofar as the Contractor has laid these down in writing and their application shall be limited to the Contract to which they relate.

1.5. Notwithstanding the provisions in sections 7:404, 7:407 par. 2, and 7:409 of the Dutch Civil Code, all activities, regardless of whether the instruction was given with a particular person in mind, shall solely be accepted and performed by the Contractor, and its directors and the persons working for the company shall not be personally bound or liable, and the instruction to the Contractor shall not terminate upon their death, guardianship, moratorium or bankruptcy.

1.6. The conditions and terms, specified in these Terms, have also been drawn up and stipulated for the benefit of the managing directors and shareholders of Léons Consultancy B.V., the managing directors of those shareholders and the persons who work or have worked for Léons Consultancy B.V.

## 2. Offers and formation of Contracts

2.1. An offer or quotation shall not bind the Contractor and shall only constitute an invitation for giving an instruction. The Client cannot base claims on manifest errors in writing and/or other errors in the quotation.

2.2. A Contract shall only come into effect at the moment the Contractor accepts an instruction from the Client by means of a confirmation of the instruction.

The confirmation of the instruction is deemed to represent the Contract correctly and completely and takes the place of all earlier proposals, correspondence, agreements, and communication, whether made in writing or orally.

2.3. The Contract shall be entered into for an indefinite period, unless it ensues from the content or purpose of the given instruction that it has been entered into for a definite period of time.

## 3. Performance of the Contract

3.1. The Contractor shall determine how the given instruction is executed and by whom (employees of the Contractor, staff from the group to which the Contractor belongs, or third parties), but shall observe the wishes that the Client communicated in this respect as much as possible.

3.2. All Services performed by the Contractor shall be executed to the best of its knowledge and abilities and in accordance with the standards of good workmanship. The Contractor shall endeavour to achieve the best possible result, but expressly cannot guarantee that a certain result will be achieved.

3.3. The Client shall make those facilities available to the Contractor that the Contractor requires for the performance of the Contract and shall ensure that its staff offers the required assistance. Furthermore, the Client shall be obliged to provide to the Contractor, in due time and in the desired form, all information which the Client should understand to be important for the execution of the instruction and/or which the Contractor, at its discretion, should require for the correct performance of the Contract. The Client shall warrant that this information is correct, complete, and reliable. Without the Client’s permission, the Contractor shall not use the information provided for the performance of the Contract for another purpose than it was supplied for.

## 4. Fee

4.1. For the Services, the Contractor shall charge the Client the agreed fees and any additional costs. The Contractor’s fee excludes expenses and invoices from any third parties engaged.

4.2. With respect to fixed-term Contracts, the Contractor shall be entitled to pass on price changes to the Client, if the circumstances for the Contractor change in comparison to those existing at the time of entering into the Contract (including wages, social security costs, etc.). With respect to Contracts for an indefinite period, the Contractor shall be entitled to adjust its fees and all other costs from time to time.

4.3. If the invoicing does not take place on an hourly basis and a fixed price (a total price) has been agreed on, the Client shall be entitled to cancel the Contract subject to 30 days notice, if the total price is increased more than 15% as a result of the stipulations in the previous paragraph.

4.4. If the Client wishes any additions or changes to the Services which the Contractor is bound to perform under the Contract, and the Contractor deems that as a result these Services have been increased or extended, then this shall constitute extra work, even if the parties had agreed on a fixed price earlier. If the Contractor deems that there is indeed extra work, it will notify the Client thereof as soon as possible and inform the Client on consequences for the price and the period within which the Contractor can deliver the Services. The Client shall be deemed to agree with the performance of the extra work and the related costs and other consequences, unless it has objected to this in writing immediately after being notified thereof by the Contractor.

#### 5. Payment

5.1. Unless agreed otherwise, the Contractor shall invoice the Client monthly after execution of the work. The Client shall pay the Contractor the amounts charged within 15 days after the invoice date.

5.2. The Client shall pay all amounts charged without discount or deduction. The Client is not authorized to make settlements. Furthermore, the Client is not entitled to defer any payment obligation toward the Contractor.

5.3. By the mere expiry of a term of payment the Client shall be in default. In that case all of the Client's debts to the Contractor, regardless of their basis, shall be due and payable. On all amounts that have not been paid on the last day of the term of payment, the Client shall owe a default interest equal to the statutory interest applying in the Netherlands at that moment, increased with a 3% surcharge.

5.4. If the Client is in default towards the Contractor, it shall be obliged to pay all of the Contractor's extrajudicial and judicial costs. The extrajudicial costs payable by the Client shall be at least 15% of the amount not yet paid, with a minimum of EUR 250, plus the VAT owed on this amount. Any amount received from the Client shall first be used to settle any payable interest and costs as referred to in Articles 5.3 and 5.4 and subsequently for the settlement of the oldest invoices. Debts shall be written off in this order, even if the Client indicated a different order.

5.5. At all times the Contractor shall be entitled to demand advance payment or demand that the Client furnish adequate security before fulfilling its obligations or remaining obligations.

#### 6. Delivery and Delivery Period

6.1. A delivery period stated by the Contractor shall be based on the Contractor's circumstances applying at the time the Contract is entered into and shall commence, insofar as it depends on specific performance by the Client or third parties, at the moment the Client or third party has completed this specific performance. The Contractor shall observe this delivery period as much as possible, but cannot guarantee it because the duration of an instruction may be influenced by various factors. If the Contractor anticipates that the delivery is not possible within the agreed period, it shall notify the Client as soon as possible.

6.2. If the delivery period is exceeded, the Client shall not be entitled to claim compensation in this respect. In contrast to the right to cancel a Contract for an indefinite period in accordance with Article 10, the Client shall not have a (separate) right to cancel or dissolve the Contract in the specific case of an exceeded delivery period. If, in case of a fixed-term Contract, the delivery period is exceeded so much that the Client reasonably can no longer be expected to maintain the relevant part of the Contract, the Client shall be entitled to cancel that part of the Contract with observance of a waiting period of 60 days. If the Contract is cancelled pursuant to this Article, the Client shall not be entitled to any compensation.

#### 7. Force majeure

7.1. In case of force majeure, the Client shall not be entitled to any compensation, not even if the Contractor benefits in any way as a result of the force majeure.

7.2. Force majeure is understood to mean any circumstance beyond the Contractor's control, as a result of which the Contractor is wholly or partly unable to fulfil its obligations towards the Client, or as a result of which fulfilment of its obligations reasonably can no longer be demanded from the Contractor, regardless of whether this circumstance could have been foreseen at the time the Contract was entered into. These circumstances include: strikes and lock-outs, blockade, riots, stagnation or other problems occurring at the Contractor or its suppliers, including illness and/or shortage on the labour market and/or problems with its own transport or transport provided by third parties, or measures from any government body, as well as a missing license prescribed by the government.

#### 8. Complaints and Warranties

8.1. The Client shall inspect the Services upon delivery. If at this initial inspection there prove to be defects in the performance of the Service, these shall be reported to the Contractor in writing within 21 days, under penalty of cancellation of the right of complaint. Defects that reasonably cannot be discovered within this period shall be reported to the Contractor in writing within 21 days after discovery at the latest, under penalty of cancellation of the right of complaint.

8.2. The Client shall offer all cooperation required for the investigation of the complaint. If the Client fails to cooperate or if investigation is not or no longer possible for any other reason, the complaint shall not be

considered and the Client shall have no claims in the matter. If the complaints prove to be unfounded, the costs of investigating the complaint shall be at the Client's expense. The Client may not base any claim on the mere consideration of a complaint.

8.3. If the Client complains in due time, correctly and justifiably about defects in a Service and is not in default towards the Contractor, the Contractor shall have the choice to either perform or cause to perform the inadequate Services after all, to refund the agreed price or part thereof and/or credit the invoiced amount, or to grant the Client a discount on the agreed price that is to be determined in mutual consultation. The fulfilment of one of the above performances shall completely release the Contractor from its obligations in the matter, and the Client shall not be entitled to any further compensation, nor (other than pursuant to Article 10) be entitled to cancel or dissolve the Contract.

#### 9. Liability and Indemnity

9.1. In case Services prove to be inadequate, the Contractor shall not be bound to any other obligations or compensation than those stipulated in Article 8. Liability for any other loss ensuing from the performance of the Contract is excluded.

9.2. For the event that at any moment it would be legally established that the Contractor is liable for any other loss ensuing from the performance of the Contract, the Contractor's obligation to pay compensation shall be limited in all cases to the amount paid out by the Contractor's insurance company. If – for whatever reason – the insurance company should not pay out, the Contractor's obligation to pay compensation shall be limited to the total Contract amount; for Contracts with a duration of more than one year the maximum shall be the amount that the Client owes the Contractor under the Contract for a one-year period; in all cases a maximum compensation of EUR 125,000 per loss-causing fact shall apply. In this respect, one and the same Service, or the result of a Service (e.g. an advisory report) shall be deemed a single loss-causing fact, irrespective of the question in how many instances the Client used this Service or Service result.

9.3. If the Contractor involved third parties in the performance of the Contract, the Contractor shall not be liable for any mistakes by these third parties, except insofar as the Client proves that the Contractor in all reasonableness could not have arrived at the choice for this third party.

9.4. The Client may not appeal to the present limitations in liability in respect of loss caused by the Client's own intent or recklessness.

9.5. If the Contractor, in the performance of the Contract, makes a mistake that is knowable to the Client, the latter shall be held to inform the Contractor thereof immediately. If the Client fails to report this mistake to the Contractor, the Contractor shall not be liable for the loss caused by this mistake, except to the extent that the loss would have arisen even if the Client had reported the mistake immediately.

9.6. The limitations of liability laid down in this Article are also

stipulated for third parties engaged by the Contractor for the performance of the Contract, whom as a result may appeal directly to these limitations of liability. For this reason, it is a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code, made free of charge on behalf of any third party. The Client may not revoke the clause.

9.7 To the extent that any third party incurs a loss that exceeds the Contractor's obligation to pay compensation pursuant to this Article, the Client shall indemnify the Contractor against it.

#### 10. Cancellation, Default and Dissolution

10.1. Unless it concerns a fixed-term Contract, the Client and Contractor may cancel the Contract at all times in writing subject to 30 days notice. In case of a fixed-term Contract, this right only exists for the Client within the meaning of Article 7:408 of the Dutch Civil Code (natural person who has given an instruction, other than in the course of a profession or business). With due observance of the provisions set out in Article 10, the Services end upon termination of the Contract, without any other obligations of the Contractor under Section 4:20 of the Financial Supervision Act.

10.2. If the Client cancelled the Contract pursuant to Article 10.1, the Contractor shall be entitled to compensation by the Client for the resulting and demonstrable loss of capacity, as well as compensation for additional costs that reasonably must be incurred as a result of the premature termination of the Contract, for instance costs relating to subcontracting.

10.3. If the Contractor cancelled on the ground of Article 10.1, the Contractor shall cooperate with the transfer of the work to third parties, unless the cancellation is based on facts and circumstances that are attributable to the Client. In case of cancellation the Contractor shall always be entitled to payment of the invoices for the work performed up to that date, and the provisional results of the work performed so far shall be made available to the Client with reservations. Insofar as the transfer of the work involves extra costs for the Contractor, the Client shall be charged with these.

10.4. If the Client fails to fulfil any obligation resting with the Client under the Contract adequately or in due time, the Client shall be in default and the Contractor shall be entitled, without notice of default or judicial intervention:

– to postpone the performance of the Contract and any Contracts directly related to it, until adequate security for fulfilment has been provided; and/or

– to dissolve part or all of the Contract and the Contracts directly related to it; all this without prejudice to the Contractor's other rights under any Contract with the Client and without any obligation of compensation for the Contractor.

10.5 In the event of bankruptcy, (provisional) suspension of payment, discontinuation or winding-up of the Client's company, the Contractor shall be authorized to dissolve all Contracts with immediate effect, unless the Client, or its receiver or administrator, declares to the

Contractor, at the latter's request, that it is willing to fulfil the Contract(s) concerned within a reasonable period, in which case the Contractor may postpone the performance of the Contract(s) concerned without notice of default, until adequate security of payment has been provided.

10.6. If an event occurs as referred to in (i) Article 10.4 or (ii) Article 10.5, respectively, then (i) all of the Client's debts to the Contractor pursuant to the Contract(s) concerned, and (ii) all of the Client's debts to the Contractor, shall be fully and immediately due and payable.

10.7. Upon termination of the Contract, each party shall immediately return to the party all of the other party's items, documents, and the like that it possesses, with the proviso that the Contractor may retain a copy of any document upon which the work is based, which copy is intended for the Contractor's records.

10.8. If after termination of the Contract there remains work ensuing from the Contract, which the Contractor must carry out, the additional costs thereof shall be at the Client's expense, and the Contractor shall charge the Client with these costs separately.

#### 11. Transfer of Title

11.1. The Contractor shall be entitled to transfer rights ensuing from any Contract with the Client to third parties. The Client shall only be entitled to do so after the Contractor's prior written permission.

#### 12. Intellectual Property, things made available by the Contractor

12.1. The Client shall not obtain the title to intellectual property with respect to the Services or the results of the Services.

12.2. The Client is expressly prohibited to reproduce, disclose or exploit, whether by engaging third parties or not, the Contractor's Services, as well as the results thereof, which include programming, designs, working methods, advice, reports, contracts and model contracts and other products of the mind, all in the broadest sense, unless these Services are expressly intended, with written confirmation, for reproduction, disclosure and/or exploitation. As a result, disclosure may only take place after having obtained the Contractor's written permission. The Client shall be entitled to reproduce the written documents for use within its own organization, insofar as fitting within the object of the Contract. If the Contract is terminated prematurely, the above shall apply by analogy.

12.3. The Contractor declares that to the best of its knowledge the Services do not infringe any third party's intellectual property rights applying in the Netherlands. In case of claims by third parties regarding an infringement of such rights, the Contractor, if necessary, can replace or alter the Services in question, or fully or partly dissolve the Contract. The Client shall only be entitled to dissolve the Contract insofar as maintaining the Contract in reasonableness cannot be demanded from the Client.

12.4. The Client shall inform the Contractor immediately of any claim by a third party regarding an infringement of intellectual property rights in relation to the Services. In case of such a claim, only the Contractor shall be authorized to oppose it, also on behalf of the Client, or take legal action against this third party. The Client shall refrain from all such actions, insofar as this may be demanded from the Client in reasonableness. In all cases the Client shall offer the Contractor its cooperation.

12.5. The Client shall indemnify the Contractor in particular against any loss which the Contractor might incur as a result of an asserted infringement of a third party's intellectual property rights by the Contractor, if the Contractor should have breached these rights by using data, documents or things which the Client provided the Contractor with for the performance of the Contract.

#### 13. Takeover of staff

During the performance of the Contract and for one year after its termination, the Client shall not be allowed to employ persons who are or were involved in the performance of the Contract on the part of the Contractor, or negotiate about employing these persons, except for in consultation with the Contractor.

#### 14. Expiry Period

14.1. Unless otherwise stipulated in these Terms, the Client's rights of actions and other powers towards the Contractor in relation with the performance of the Contract by the Contractor shall lapse in any case one year after the moment the Client knew or reasonably could have known of the existence of these rights and powers. In all cases the above rights and other powers shall lapse after two years after the delivery of the Services.

14.2. In no case the Contractor shall be liable for compensation after two years after delivery of the Services.

#### 15. Applicable law, competent court

These Terms and the Contract are governed by Dutch law. Any disputes that arise as a result of the Contract or these Terms shall, unless provided otherwise by mandatory law, be subject to the judgment of the competent court in Amsterdam, with the proviso that the Contractor shall be entitled to bring legal actions, either simultaneously or not, before other courts that have jurisdiction to hear such cases.

*These General Conditions were registered at the Amsterdam Chamber of Commerce 9 June 2017, under number 34125490.*