



GENERAL TERMS AND CONDITIONS

1. The Compliance Company BV, a private limited liability company, has its registered office in The Hague, the Netherlands, and is registered in the Commercial Register at the Chamber of Commerce under number 73360430.
2. These general terms and conditions apply to all contracts for professional services of The Compliance Company BV, including additional instructions or follow-up instructions and to all legal relationships arising from or relating to such contracts.
3. All contracts are solely between The Compliance Company BV and the client. The effect of article 7:404 and article 7:407 paragraph 2 of the Dutch Civil Code are excluded. No rights can be derived by any third party from the work performed and the results arising from it.
4. The Compliance Company BV's liability is limited to the invoiced and paid fee that The Compliance Company BV has charged for the work performed, up to a maximum of € 25,000.
5. Any claims and rights on any legal basis on The Compliance Company BV in connection with the work performed will in any event lapse one year after the time at which the party concerned (the client or a third party) knew or could reasonably have known that such claims and rights existed.
6. Where possible and reasonable, The Compliance Company BV will select the third parties to be engaged after consultation with the client but in any event with due care. The Compliance Company BV is not liable for any failure on the part of these third parties. The Compliance Company BV has the right to accept on behalf of the client any limitations of liability on the part of the third parties that are engaged by The Compliance Company BV without prior consultation with the client.
7. The provisions of these general terms and conditions were also drafted for the benefit of anyone who works or has worked for The Compliance Company BV in the execution of the work (to be) performed.
8. The client consents to the processing of provided data, including personal data, within and by The Compliance Company and to the sharing of these data with third parties engaged in the context of the work performed, if applicable.
9. The Compliance Company BV agrees with the client on a fee for the work to be performed. Any expenses incurred in the context of the work performed will be invoiced separately. All amounts are excluding VAT and any other taxes or charges that The Compliance Company is obliged to pay or charge to the client.
10. The Compliance Company BV may revise its fees each calendar year and will notify the client in writing of such revisions prior to the beginning of the new calendar year.
11. Payment of the invoices submitted by The Compliance Company BV must be made within 15 days of invoice date without any discounts, suspension or set-off. Objections on the part of the client should be advised in writing to The Compliance Company BV as quickly as possible, stating reasons, but no later than within 15 days of the invoice date, together with payment of the uncontested element of the invoice.
12. Any legal relationship between The Compliance Company BV and the client is governed by Dutch law. Disputes between The Compliance Company BV and the client will exclusively be submitted to the competent court in The Hague, the Netherlands.
13. These general terms and conditions have been drafted in Dutch and English. In the event of any differences in content or interpretation, the Dutch text shall be binding.

May 2019