



GENERAL TERMS AND CONDITIONS OF FSV RISK ADVISORY B.V.

- 1. GENERAL.** These General Terms and Conditions set forth the general terms and conditions pursuant to which FSV Risk Advisory will provide services to Client pursuant to an agreement with Client ("the Agreement"). The specific engagement scope and pricing are contained in the Contract as well as any such additional Contracts as may be accepted by Client from time to time hereafter, which will form together with these General Terms and Conditions an integral part of the Agreement.
- 2. GOVERNING LAW.** The laws of the Netherlands shall govern this Agreement. Both Parties consent to the jurisdiction of the court in Arnhem, the Netherlands in the event of any litigation concerning the Agreement or the Services provided in connection with the Agreement or concerning a related agreement. No action arising out of the Agreement, regardless of the form, may be brought by either party more than one year after the cause of action has accrued.
- 3. RIGHTS OF TITLE.** All reports, communications, material, information, innovations, inventions or discoveries (whether or not patentable or copyrightable), and all industrial and intellectual property rights (including – but not limited to – patent rights, design rights, copyrights, database rights, trademark rights and chip rights) conceived, reduced to practice, made or developed by FSV Risk Advisory solely or jointly with others in connection with FSV Risk Advisory's performance of the Services (hereinafter solely referred to as "IPR") shall be promptly disclosed to and be the sole property of Client, and – in so far as possible under applicable law - FSV Risk Advisory hereby assigns to Client all right, title and interest in all IPR without any obligation on Client to pay royalties or other remuneration therefore. At Client's request and expense, FSV Risk Advisory shall execute such documents and take such other actions as Client deems necessary or appropriate to obtain, record or enforce the IPR or assignment thereof in Client's name anywhere in the world. Notwithstanding the foregoing, Client shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by FSV Risk Advisory prior to FSV Risk Advisory's performance of Services under this Agreement or that is licensed by FSV Risk Advisory from any third party (all of the foregoing, "Preexisting Intellectual Property"). In so far as FSV Risk Advisory has the right to do so, FSV Risk Advisory hereby grants to Client a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Client to make use of FSV Risk Advisory's Company's Services hereunder, including without limitation any deliverables and work product. All reports, work papers, programs, manuals, discs, tapes, listings and any other material prepared under the Agreement by FSV Risk Advisory's employees are solely for the specified internal use of Client, the Audit Committee, its Board of Directors and its external auditors, and may not be used or solely relied upon for any other purpose, in contradiction of the terms of any valid Contract. It is further agreed between the Parties that Client's management is solely responsible for the design and implementation of an effective control system and environment. Client acknowledges that FSV Risk Advisory may maintain a confidential copy of any reports, work papers, programs, manuals, discs, tapes, listings and any other material prepared under the Agreement by FSV Risk Advisory's employees, subject to the confidentiality restrictions of the Agreement.
- 4. TERM AND TERMINATION.** Unless otherwise provided for in the Contract(s), either party may terminate the Agreement or any assignment pending there under for any reason upon two weeks' notice. Upon termination, Client shall pay FSV Risk Advisory's final invoice for all amounts due under the terms of section 5 below. In the event of termination of this Agreement for any reason, the obligations of the parties under Sections 3 (Rights of Title), 10 (Mutual indemnification), 12 (Limitation of Liability), 13 (Confidential Information), 9 (Recruiting of Personnel), 16 (Mediation) and 2 (Governing Law and Jurisdiction) shall survive termination. In the event of a breach of the terms of any Contract or the Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days after receiving the notice, then the non-breaching Party may terminate the Agreement and/or any assignment pending under the Agreement immediately upon written notice to the breaching Party. Termination for breach shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law. If either Party becomes or is declared insolvent, becomes subject to a voluntary or involuntary bankruptcy or similar proceeding (which proceeding is not dismissed within ninety (90) day of filing), or makes an assignment for the benefit of all or substantially all of its creditors, then the other Party may terminate the Agreement and /or any assignment pending under the Agreement immediately upon providing written notice of termination to the insolvent Party.
- 5. PAYMENT.** FSV Risk Advisory shall be paid at the billable rates and/or fees set forth in each Engagement Letter(s)/Proposal(s)/Contract(s) issued in relation to the relevant Services. FSV Risk Advisory shall coordinate its standard work week for its professionals to take place within Client's normal business hours, unless otherwise agreed in advance. FSV Risk Advisory shall invoice Client on a bi-weekly basis. Terms shall be net 15 days. All objections by Client to an invoice must be made in writing to FSV Risk Advisory within fourteen days after the date of the invoice. If no objections are received by



FSV Risk Advisory within such fourteen day period, the invoice shall be deemed accepted by Client. If payment has not been received as set forth herein, Client will be in default, and FSV Risk Advisory reserves the right, in addition to any other rights it may have, to (i) suspend the Services until such payment is made in full, (ii) charge the statutory interest (as it applies to trade agreements) on the amount past due and (iii) invoice Client for all costs of collection including reasonable attorney's fees.

6. **TAXES.** Excluding FSV Risk Advisory's own payroll and income taxes, Client shall be responsible for payment of all taxes, including VAT, if any, levied upon the Services provided under the Agreement. If Client is claiming tax-exempt status, Client shall provide FSV Risk Advisory with tax-exemption certificates prior to the start of the engagement.
7. **INSURANCE.** FSV Risk Advisory shall maintain insurance with financially sound and reputable insurance companies in such amounts and covering such risks as is usually carried by companies engaged in the business of professional services. FSV Risk Advisory agrees to provide Client with specimen certificates of insurance upon request.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Parties understand and agree that the personnel assigned by FSV Risk Advisory to Client under the Agreement are FSV Risk Advisory's employees or agents. Under no circumstances are such personnel to be considered Client employees or agents. FSV Risk Advisory shall perform its obligations under the Agreement as an independent contractor and not as an agent or joint venture partner of Client. In the event any employee of FSV Risk Advisory is declared to be an "employee" of Client, FSV Risk Advisory shall indemnify, defend and reimburse Client and hold it harmless from and against any obligations imposed on Client to pay withholding taxes, social security, unemployment or disability insurance or similar employee benefits, retirement account contributions, tax or other employee compensation items in connection with any payments made to FSV Risk Advisory by Client pursuant to the Agreement on account of FSV Risk Advisory or its employees.
9. **RECRUITING OR APPOINTING EACH OTHER'S PERSONNEL.** Neither party may recruit the other party's personnel during the performance of the engagement or within one year of its termination, or otherwise have them perform activities for them, or negotiate with said personnel concerning employment, without the prior written consent of the other party.
10. **INDEMNIFICATION OBLIGATIONS.** Each party agrees to indemnify, defend, reimburse and hold harmless the other party for any injuries to persons or property caused by the wrongful, intentional or willful acts of its employees in connection with the performance of services under this agreement. In recognition of the internal nature of the services, work papers and deliverables provided to Client pursuant to the Agreement, Client takes full responsibility for the accuracy and completeness of the information provided to FSV Risk Advisory for completing each Contract, and shall indemnify, defend, reimburse and hold harmless FSV Risk Advisory against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorney's fees and court costs) as a result of inaccuracies or omissions in the information provided or in resulting errors in any work papers or deliverables based on FSV Risk Advisory's reliance on such inaccurate or incomplete information. Further, should Client desire to furnish any third parties with documentation or deliverables, Client agrees to indemnify, defend, reimburse and hold harmless FSV Risk Advisory from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of Client's furnishing of such internal documentation to third parties or such third parties' reliance on such documentation. Client management is solely responsible for the control, direction and supervision of the Services, as well as the implementation of any course of action based on such services.
11. **REPRESENTATIONS/ WARRANTIES.** FSV Risk Advisory represents that the services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services. This section describes FSV Risk Advisory's entire obligations in regard to the performance of the Services and FSV Risk Advisory makes no other representations or warranties with respect to the Services.
12. **LIMITATION OF LIABILITY.** Both parties understand and agree that neither party will be liable to each other, or any third party, for any consequential damages (including but not limited to loss of profits, loss of data, third party claims and loss of profits), and each party hereby waives any right to seek such damages against the other party even if advised of their availability. Client agrees that except for intellectual property infringement and intentional actions, the total aggregate liability of FSV Risk Advisory, its sub-contractors and employees on any grounds whatsoever for any damages arising out of work performed shall not exceed those charges paid to FSV Risk Advisory by client for the relevant engagement.
13. **CONFIDENTIAL INFORMATION.** Each Party agrees that during and after the term of the Agreement it will keep secret and will not, without the prior written consent of the other, use or disclose to any third party any confidential or proprietary information relating to the business of the other Party or that Party's customers learned by such Party or disclosed to such Party in connection with the Agreement. The restrictions of this section 12 shall not apply to any information which (i) is or becomes generally available to the public other than as a result of a breach of this section 12 by the receiving party, (ii) was



available to the receiving party on a non confidential basis prior to its disclosure under the Agreement (iii) becomes available to the receiving party on a non confidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information, or (iv) is required by law to be disclosed pursuant to a valid order or request. FSV Risk Advisory may disclose Clients' names to third parties or include them in corporate collateral and statistics. However, FSV Risk Advisory does not and will not use Client names associated with specific service details in any advertisements, unless first obtaining Client's prior written consent. At no time will the confidential details of any services FSV Risk Advisory provides or provided its Clientele be disclosed, nor materials generated from the performance of such services, unless pursuant to (i)-(iv) above.

14. ENTIRE AGREEMENT. The Agreement (including these General Terms and Conditions and the Contract(s) referred to), as well as any written amendments, shall constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the parties or any officer or representative of the parties. Client has not relied upon any representations other than those set forth in the Agreement and the Contract(s) referred to herein. In the event of a conflict in terms between the Agreement, these General Terms and Conditions and/or the terms of any Contract(s), the specific terms of each of the Contract(s) will take precedence over the Agreement and the Agreement will take precedence over these General Terms and Conditions.
15. AMENDMENTS. No amendments or other variation to the Agreement shall be effective unless in writing and signed by an authorized person on behalf of each party.
16. DISPUTE RESOLUTION. If any Party hereto shall believe it is entitled to any relief or remedy hereunder or with respect hereto, such party (the "Claimant") shall give notice thereof (a "Dispute Notice") to the Party hereto from whom the Claimant believes it is entitled to such remedy or relief (the "Respondent"). The Claimant and Respondent shall seek to resolve any dispute (a "Dispute") so identified in a Dispute Notice, but if a Claimant and Respondent are unable, within twenty (20) days of a Dispute Notice to resolve the Dispute therein identified, either the Claimant or the Respondent may demand mediation in accordance with the Regulations of the Dutch Mediation Institute (Stichting Nederlands Mediation Instituut) in Rotterdam. If, in any case, a Claimant and a Respondent have not resolved a Dispute within ninety (90) days after the date the Dispute Notice identifying such Dispute was given hereunder, either the Claimant or the Respondent may demand that such dispute be submitted to and settled by the competent court as mentioned in Section 2. However, nothing in this section prevents either Party from taking protective or provisional measures (including summary proceedings).
17. SEVERABILITY. If any provision of the Agreement is determined to be unenforceable or invalid, the remaining provisions of the Agreement shall remain in full force and effect.
18. FORCE MAJEURE. FSV Risk Advisory and Client shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement, resulting from the elements, acts of God or any other cause beyond the reasonable control of the party failing to perform.
19. NOTICES. Any notices required under the Agreement shall be in writing. Notices shall be delivered in person or sent by overnight courier or facsimile addressed to the addresses in the engagement letter(s)/proposal(s)/Contract(s). Notice shall be effective when sent by overnight courier or facsimile or upon delivery if delivered in person.
20. ASSIGNMENT. Neither Party shall assign, subcontract or delegate any rights or obligations under this agreement to any third party without the prior express written consent of the other Party.
21. SUBCONTRACTING. FSV Risk Advisory reserves the right to employ agents and subcontractors to assist FSV Risk Advisory when providing any part of the Services. Any reference to FSV Risk Advisory's staff in the Agreement includes agents and subcontractor staff. FSV Risk Advisory will remain liable to Client in respect to any Services provided, subject to the other provisions of the Agreement. Where Client requires FSV Risk Advisory to contract the services of a sub-contractor specified by Client, Client will accept responsibility for the work to be performed by such sub-contractor. FSV Risk Advisory's agreement to program and integrate the work to be performed by such sub-contractor for the purposes of the Agreement is on the basis that FSV Risk Advisory will not be responsible for, or liable to Client or to any other third party for the work performed by, all acts, omissions, defaults and neglects of, such sub-contractor(s), or FSV Risk Advisory's reliance thereon. In the above circumstances Client will be responsible and liable for, and will indemnify and hold harmless FSV Risk Advisory against and from any liability which FSV Risk Advisory may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable attorneys fees), made against, suffered or incurred by FSV Risk Advisory, directly or indirectly as a result of or in connection with the work performed by any such subcontractor.
22. EXECUTION/COUNTERPARTS. The Agreement or any Contract is not binding upon FSV Risk Advisory until it is signed by an authorized corporate representative of Client and an FSV Risk Advisory Partner.