

Article 1 General

(1) Definitions: In these general terms and conditions, the following terms shall have the meanings assigned to them in the present article: Client: the principal. Contractor: E2MIC BV registered at the Dutch Chamber of Commerce that accepts the engagement. All engagements shall be accepted and carried out exclusively by contractor.

(2) All stipulations in these general terms and conditions shall apply mutatis mutandis to the (directors of) members/partners, directors and staff of the contractor, and to any third parties or auxiliaries brought in by the contractor for the purposes of carrying out the engagement.

(3) The client shall assert any right of action or recourse solely against the contractor and not against (directors of) members/partners, directors and employees of contractor, or any third parties or auxiliaries brought in by the contractor.

Article 2 Scope

(1) These general terms and conditions are applicable to all legal relationships between the contractor and the client. Any amendments to these general terms and conditions must be confirmed in writing by the parties.

(2) If any article in these general terms and conditions or in the confirmation of the engagement should be found to be invalid or be nullified, the other articles shall as far as possible retain their effect, with the invalid or nullified article being replaced, in consultation between the parties, by an article that is as close as possible to the purport of the original article.

(3) The applicability of any general terms and conditions of the client is hereby expressly rejected.

Article 3 Inception of contract

(1) The contract shall become effective upon receipt by the contractor of the confirmation of the engagement duly signed by the contractor and the client. Confirmation shall be based on the information supplied to the contractor by the client at that time. The confirmation of the engagement is deemed to reflect the contract terms accurately and completely.

(2) If the engagement was given orally or if the confirmation of the engagement has not (or not yet) been returned duly signed, the engagement shall be considered to have taken effect, and to have become subject to these general terms and conditions, at the point when the contractor began the work at the request of the client.

(3) The parties are free to prove that the contract has been concluded in some other way.

(4) The contract is entered into for an indefinite period of time, unless it is clear from the content, nature or scope of the engagement that it is entered into for a specific period.

Article 4 Obligations of client

(1) The client shall be obliged to make available – in good time, in the required form, and in the required manner – all information and documentation which the contractor needs for the proper performance of the engagement.

(2) Given that the contractor is required to comply with the regulations regarding independence that are imposed by national and foreign regulatory bodies, the client is obliged to inform the contractor – in good time, correctly, and in full – of its legal structure and control relationships and of any changes therein and of the legal structure and control relationships of any group to which he belongs and any changes therein, as well as of all other alliances, financial or otherwise, relating to its

business or organisation, all of this being in the broadest sense of the words.

(3) The client guarantees the accuracy, completeness, and reliability of the information and documentation made available to the contractor, including information and documentation originating from third parties, except where precluded by the nature of the engagement.

(4) The documentation supplied shall be returned to the client on completion of the engagement if and to the extent that the client so requests. If the documentation remains with the contractor, it shall be destroyed at the end of the applicable retention period.

(5) Damage incurred by the contractor, additional fees and expenses arising from a delay in the engagement due to failure by the client to timely and properly provide the information and documentation required shall be borne by the client.

(6) Client shall follow up on all requirements we have defined in our engagement letter. Neglect or structural failure of the Client to meet these requirements can be a cause for us to withdraw ourselves from the engagement. In that case we are bound by the ethical standards of the Dutch institute of certified auditors, the NBA, to evaluate the risk of fraud or stakeholders or investors being misled as a result of this neglect or failure and where needed to, without further notification, inform relevant and impacted parties to take mitigating actions.

(7) If the contractor carries out work at the client's premises, the client shall provide a suitable workstation that complies with the provision of the Working Conditions Act [Arbo-wet] and the rules of policy contained in the Working Conditions Information Sheets [Al-bladen] of the Dutch Ministry of Social Affairs and Employment regarding Offices and Monitor Workstations.

Article 5 Performance of the engagement

(1) The contractor shall determine the way in which and the person by whom the engagement is to be performed.

(2) The contractor shall perform the engagement in accordance with the applicable regulations (including professional regulations) and the requirements to which he is subject by or pursuant to law. The client shall respect at all times the obligations imposed thereby on the contractor. "Professional regulations" means the relevant rules of conduct and professional rules applying to the (directors of) members/partners, directors, employees, and/or third parties involved in performing the engagement, for example the rules of such organisations as NBA, NOREA, NOB and/or FB.

(3) The contractor shall obtain the client's consent before performing and charging the client for work which is additional to the scope of the engagement, unless such work arises from the nature of the engagement, from the circumstances referred to in Article 4.5, or from regulations (including professional regulations) applying to the engagement.

(4) The contractor shall carry out the work to the best of his ability and acting with due professional care; the contractor cannot, however, guarantee that any intended result shall be achieved unless other arrangements have been explicitly made in the confirmation of the engagement.

(5) In the interest of the proper performance of the engagement, the contractor is entitled to involve affiliated entities, both Dutch and foreign, in the performance of the engagement. Other third parties shall not be involved in the engagement unless this has been agreed on with the client.

(6) With due observance of the confidentiality obligations to which he is subject and the applicable legislation on privacy, the contractor is entitled to store data regarding the client outside the Netherlands. By accepting these general terms and

conditions, the client gives explicit consent for the contractor to do so.

(7) The client shall not engage (directors of) members/partners, directors or employees of the contractor or approach such persons to enter the client's employ, either directly or indirectly and whether or not on a temporary basis, or to carry out work, either directly or indirectly, for the client.

(8) The contractor shall maintain a dossier containing copies of relevant documents; the dossier shall be the property of the contractor.

(9) While the engagement is being performed, the client and the contractor may communicate, at the request of either of them, by means of e-mail. The client and the contractor shall not be liable vis-à-vis one another for any damage resulting from the use of e-mail, this being on condition that both parties do everything that can reasonably be expected of them to avoid any risks, for example regarding the spreading of viruses, corruption of documents, etc.

Article 6 Confidentiality

(1) Except where disclosure is required by Dutch or foreign law, regulation, or other rules (including professional rules), the contractor shall be obliged to observe confidentiality vis-à-vis third parties – but not including entities affiliated with the contractor, both Dutch and foreign – regarding confidential information received from the client. The client may release the contractor from this obligation.

(2) The contractor shall not use information made available by the client for any purpose other than that for which it is provided, except where the contractor acts on his own behalf in disciplinary, criminal, or civil proceedings to which such documents may be relevant.

(3) The client explicitly grants permission to the contractor to share data regarding the client with entities affiliated with the contractor, both Dutch and foreign, in order, for example, to prevent a conflict of interest or to guarantee independence.

(4.a) Except where disclosure is required by Dutch or foreign law, regulation, or other rules (including professional rules), or unless he has obtained the contractor's prior written consent, the client shall not disclose to third parties the contents of reports, recommendations, statements, or other written or unwritten observations and comments by the contractor.

(4.b) Notwithstanding any confidentiality obligations or other restrictions on disclosure contained in these general terms and conditions and/or in the confirmation of the engagement, with regard to: (i) any oral or written statement or advice related to taxes provided by contractor with regard to a person or entity that: a) has any filing obligation with the US Internal Revenue Service, or b) qualifies as a US Controlled Foreign Corporation (i.e., a non-US corporation that has US shareholders (US persons that directly or indirectly own 10% or more of the total combined voting power of all of the classes of stock of such non-US corporation) that own in the aggregate more than 50% of the total vote or value of such non-US corporation); (ii) any oral or written statement or advice regarding US taxes or tax advice related to a transaction that could affect a US tax; or (iii) where SEC audit independence restrictions apply to the relationship between the client and contractor and/or any entity affiliated with the contractor, both Dutch and foreign, any oral or written statement or advice to the client as to any potential tax consequences that may result from a transaction or the tax treatment of an item, (together, (i), (ii) and (iii) referred to as "Tax Advice"), contractor expressly authorizes the client to disclose to any and all persons, without limitation of any kind, any such Tax Advice, including any fact that may be relevant to understanding such Tax Advice, and all materials of any kind (including opinions and other tax analyses) provided to the client in relation to such Tax Advice. Because the Tax Advice is solely for the benefit of the client and is not to be relied upon by any other person or entity, the client shall inform those to whom it

discloses any such information that they may not rely upon any of it for any purpose without contractor's prior written consent.

(5) The contractor and the client shall impose their obligations under this article on any third parties they engage.

(6) Unless this is considered contrary to the provisions of Articles 6.1 and 6.2, the contractor shall be entitled – as evidence of his experience – to indicate the broad outlines, in anonymised form, of the work to the contractor's clients or potential clients.

Article 7 Intellectual property

(1) The contractor retains all rights to the intellectual property which he uses, has used, develops, or has developed in the performance of the client's engagement, save where third parties are entitled to such intellectual property rights.

(2) The client is expressly forbidden to duplicate, disclose, or exploit such intellectual property, either directly or through a third party, including recommendations, reports, computer programs, system designs, procedural designs, contracts (including model contracts) and other intellectual property of the contractor, all in the broadest sense of the words.

(3) The client is not permitted to make such intellectual property available to third parties, other than in order to obtain a professional opinion concerning the activities of the contractor.

Article 8 Fees

(1) Hourly fees for agreed upon procedures as captured in the engagement letter are not dependent on the outcome of the engagement unless specified otherwise in the engagement letter. Other fee and remuneration categories are due based on agreements captured in the engagement letter.

(2) If there are any changes in factors affecting rates, for example wages and/or prices, after the inception of the contract but before completion of the engagement, the contractor shall be entitled to adjust the agreed rate accordingly.

(3) The contractor's fees are exclusive of expenses and invoices submitted by third parties engaged by the contractor. All prices and rates shall be stated exclusive of turnover tax or any other government taxes.

Article 9 Payment

(1) Payment shall be made by the client, without deduction, discount, or compensation, within the agreed period, but in no event later than 14 days after the invoice date. Payment shall be made in Dutch currency by transfer to a bank account to be designated by the contractor.

(2) The client shall be liable for all judicial and extrajudicial collection costs reasonably incurred by the contractor as a consequence of the client's non-performance of his obligation to pay.

(3) If warranted by the client's financial position or payment record – such being at the contractor's sole discretion – the contractor shall be entitled to require the client to immediately furnish security (or additional security), in a form to be determined by the contractor. If the client fails to furnish the required security, the contractor shall be entitled, without prejudice to his other rights, to suspend performance of the contract at once, and all amounts payable by the client to the contractor for whatever reason shall become due and payable immediately.

Article 10 Complaints

(1) Complaints concerning the work performed and/or the amount invoiced must be communicated to the contractor in writing within 60 days from the date of dispatch of the documents or information to which the client's complaint relates, or within 60 days of discovery of the deficiency, if the client is

able to demonstrate that he could not reasonably be expected to have discovered the deficiency at an earlier date.

(2) Complaints as referred to in paragraph 1 of this article shall not release the client from his obligation to pay.

(3) If the complaint is justified, the contractor shall select one of the following options: adjustment of the invoiced fees; correction or re-performance of the rejected work; or discontinuation of all or part of the engagement with a refund of a proportion of the fees already paid by the client.

Article 11 Period allowed for completion

(1) Dates by which the work is to be completed shall only be regarded as deadlines if this has been expressly agreed.

(2) If the client is required to make an advance payment or to provide information and/or materials which are essential to the performance of the engagement, the period allowed for completion of the work shall not commence until payment has been received in full or all the information and/or materials have been supplied, as the case may be.

(3) Except in cases where it is beyond doubt that performance of the contract is no longer possible, the contract cannot be dissolved by the client on the grounds of failure to complete the work on time, unless the contractor fails to perform the contract or fails to perform it in full within a reasonable period of time, of which the contractor has been notified in writing after expiration of the originally agreed completion period. The contract may then be dissolved in accordance to Section 265, Book 6 of the Netherlands Civil Code.

Article 12 Termination

(1) The client and the contractor may terminate the contract at any time, with due observance of additional specific termination clauses in the applicable engagement letter and a reasonable period of notice, unless standards of reasonableness and fairness dictate otherwise, or dictate otherwise in respect of the period of notice. Notice of termination must be communicated in writing to the other party. If client terminates the contract within 3 months after signing the contract, client shall pay a standard termination fee of 20.000 EUR (excl. VAT) to contractor for general losses.

(2) Either of the parties may dissolve the contract (prematurely) by registered letter without giving notice in the following circumstances: if the other party is not in a position to pay what it owes; if a trustee in bankruptcy, administrator, or liquidator has been appointed in respect of the other party; if the other party is the object of debt rescheduling or ceases its activities for any other reason; or if a situation has arisen that justifies immediate termination.

(3) If the client terminates the contract in accordance with the provisions of Article 12.1 or if the contractor dissolves the contract in accordance with the provisions of Article 12.2, the contractor shall be entitled to compensation for the loss of capacity that he has incurred and can demonstrate and for any additional costs that he was reasonably required to incur as a result of the premature termination of the contract, unless termination or dissolution of the contract is due to facts or circumstances attributable to the contractor. If the contractor terminates the contract in accordance with Article 12.1, the client shall be entitled to the contractor's collaboration in transferring the work, unless termination of the contract is due to facts or circumstances attributable to the client. The contractor shall in all cases remain entitled to payment of the invoices he has submitted for work performed up to that point. If transferring the work involves additional costs, these shall be charged to the client.

Article 13 Liability

(1) The contractor shall perform his work to the best of his ability, exercising the due care that can be expected.

(2) The contractor shall not be liable for damage incurred by the client arising due to the client, or third parties not engaged by the contractor, providing him with incorrect or incomplete documentation or information.

(3) The client shall indemnify the contractor against claims by third parties for damage arising as a consequence of the client, or third parties not engaged by the contractor, providing the contractor with inaccurate or incomplete documentation or information, unless the client is able to demonstrate that the damage is not due to a culpable act or omission by the client, or unless the client is able to demonstrate that the damage was caused by intent or gross negligence by the contractor.

(4) If the client is able to demonstrate that he has incurred damage as a result of errors by the contractor which are attributable to the contractor, the contractor shall be liable for such damage only up to a maximum of one of the amounts specified in paragraphs a, b, c and d of this article, except in cases of intent or gross negligence by the contractor, or if such a restriction is prohibited by law or regulations:

a. in the case of an engagement to **audit financial statements**, the contractor shall be liable up to a maximum of one time the amount of the fees for which the client has been invoiced in respect of the engagement concerned. In the case of an engagement covering a period of more than 12 months, liability shall be restricted to a maximum of three times the amount for which the client was invoiced for the engagement in the 12 months prior to the errors being made;

b. in the case of an engagement for **tax advisory services**, the contractor shall be liable up to a maximum of one time the amount of the fees for which the client has been invoiced in respect of the engagement concerned, with a maximum of EUR 20,000;

c. in the case of another engagement involving the **provision of advice**, the contractor shall be liable up to the amount of the fees for which the client has been invoiced in respect of the engagement concerned. In the case of an engagement covering a period of more than 6 months, liability shall be restricted to a maximum of the fees for which the client was invoiced for the engagement in the 6 months prior to the errors being made;

d. in the case of **all other engagements**, the contractor shall be liable up to the amount of the fees for which the client has been invoiced in respect of the engagement concerned. In the case of an engagement covering a period of more than 6 months, liability shall be restricted to a maximum of the amount for which the client was invoiced for the engagement in the 6 months prior to the errors being made.

(5) The contractor shall not be liable for any consequential or indirect damage or any loss of profits.

Article 14 Expiration of claims

Unless otherwise determined in these general terms and conditions, the client's rights of claim and other powers vis-à-vis the contractor in whatever regard in connection with the contractor's performance of the work shall in any event expire one year after the date on which the client became aware or may reasonably be expected to have become aware of the existence of such rights and powers.

Article 15 Applicable law and settlement of disputes

(1) All legal relationships between the client and the contractor shall be governed by Netherlands law.

(2) All disputes relating to legal relationships between the client and the contractor shall be submitted for a ruling to the competent court in the Rotterdam court district.

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