



GENERAL TERMS AND CONDITIONS OF GRIPH COÖPERATIEF U.A.

Applicability / order

- 1.1 Griph Coöperatief U.A. (griph) is a cooperative. It is registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 59665599.
- 1.2 These general terms and conditions apply to all contracts for services or legal relationships between griph and the client where griph is required to perform or has performed work. These terms and conditions also apply to additional or subsequent orders between griph and the client.
- 1.3 All orders are exclusively granted to griph, meaning that the client agrees that griph will arrange for execution of the order under its responsibility by the partners and/or employees affiliated to/working for griph or if necessary by third parties under the instructions of griph.
- 1.4 The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 1.5 Orders granted to griph are only executed for the benefit of the client. Third parties cannot derive any rights from the execution of work performed for the client. The services provided by griph are solely an obligation to make best efforts, unless agreed otherwise.
- 1.6 Not only griph but also every person affiliated to griph can invoke these General Terms and Conditions. The same applies to successors under universal title of affiliated persons, persons formerly affiliated to griph, and the legal successors under universal title of persons formerly affiliated to griph.
- 1.7 Griph is authorised to make use of services of third parties in connection with its service provision. Griph is not responsible for shortcomings in relation to said third parties. The client indemnifies griph against all claims of third parties, including costs incurred by griph in this connection, relating in any way to the work performed for the client, except in the case of deliberate intent or gross negligence on the part of griph. By granting griph an order, the client authorises griph – if a person engaged by griph wishes to limit its liability – to accept that limitation on liability also on behalf of the client.

Accounts / payments

- 2.1 Work performed will be invoiced monthly in accordance with the hourly rate stated in the order confirmation. Griph can periodically modify this hourly rate if it so decides. This is also possible with orders that are under way, provided that these were agreed with griph more than three months ago. For certain types of work or if work must be performed under great time pressure, griph is permitted to charge higher rates than its usual rates.
- 2.2 Additional expenses and additional fees arising out of delay in the execution of the order, due to failure to provide the information and documentation required or failure to provide it on time or in the proper form to griph, will be borne by the client.
- 2.3 The applicable value added tax percentage will be added to all invoices.
- 2.4 In addition to the fee, the necessary expenses incurred will be charged, such as court registry fees, bailiff expenses, courier and delivery costs, interpreter and translation costs, travel costs and search costs at the Land Registry, Chamber of Commerce, etc.

- 2.5 An estimate of the fees that will be charged can be provided at the client's request. Such estimates are only indicative and – unless an initial budget is expressly agreed – must not be deemed to be an agreed fixed payment or maximum. This applies in particular where the scale of the work partly depends on the actions of third parties, such as in case of legal proceedings and negotiations.
- 2.6 The payment deadline for invoices is 14 days after the invoice date. Payment must be made in the manner stated on the invoice. Failing timely payment, the client is automatically in default and late payment interest is due equal to the statutory rate or – if applicable – the statutory commercial rate. Furthermore the client will in that instance be liable to pay the extrajudicial collection costs. Insofar as the client did not act in the exercise of a profession or business, griph will claim an amount equal to the maximum statutory permitted payment of extrajudicial collection costs, as defined in and calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (Besluit BLK), insofar as the outstanding amount – after default has occurred – is not paid in full by the client following a reminder within 14 days starting from the day after the date of the reminder. Insofar as the client has acted in the exercise of a profession or business, griph will claim payment of extrajudicial collection costs equal to 15% of the outstanding balance with a minimum of EUR 75.00 for every partly or entirely unpaid invoice.
- 2.7 Griph is always entitled prior to or in order to continue its services to require the client to pay one or more advance payments that can be set off against the final invoice. Failing payment thereof griph is, after prior notice, authorised not to commence its work activities, or to suspend or to stop its work activities. Unless expressly agreed otherwise, the advance shall be set off against the final invoice in the case in question. Griph is also entitled to set off the advance against invoices not paid by the client in the cases in question or in other cases.
- 2.8 If the client fails within two months after the invoice date to protest in writing against the amount of the fee charged, or at least against the invoice amount as a whole, the invoice shall thereby be deemed to be irrevocably confirmed.

Liability / prescription

- 3.1 If during the execution of an order an event occurs that results in griph becoming liable, then that liability shall be limited to the amount paid out under the professional liability insurance concluded by griph, plus the applicable excess.
- 3.2 If griph is liable for damage to persons or property, then that liability is limited to the amount paid out in that instance under the professional liability insurance concluded by griph, plus the applicable excess.
- 3.3 If for whatever reason no payment is made under the above-mentioned policies, any liability shall be limited to EUR 25,000 or, if the fee charged by griph in the related case is greater than this, to an amount equal to the fee up to a maximum EUR 100,000.
- 3.4 Any claim for compensation or otherwise against natural persons, employees, directors or companies (including persons affiliated to these) who are employed by griph or with which griph has concluded agreements in connection with its business operations, and who can also be held liable for the arising of damage, is

excluded. The said natural persons or legal persons can invoke these General Terms and Conditions and therefore also this Article 3 as regards the client by way of a third-party clause. The client shall indemnify griph and the above-mentioned natural persons and legal persons against claims of third parties arising from or connected with a failure or unlawful act by griph – or such persons – in the context of the work performed or to be performed.

- 3.5 The liability exclusions described in these General Terms and Conditions also apply to the inadequate functioning of apparatus, software, databases, registers or other resources without exception used by griph to implement the services, and also to interception of audio and/or data transmissions by telephone, fax or e-mail. All e-mail traffic, data traffic, audio traffic, fax and telephone traffic is unencrypted, unless the client expressly requests otherwise in writing in advance.
- 3.6 Any claim for compensation shall prescribe by the expiry of one (1) year after the start of the day following on the date when the client has become aware of the damage and of griph as the party liable for this.

Act on the prevention of money laundering and terrorist financing (Wet ter voorkoming van witwassen en financieren van terrorisme)

- 4.1 Griph is obliged, as a consequence of the applicable regulations, including the Act on the prevention of money laundering and terrorist financing (WWFT), to determine the identity of clients, to determine who the ultimate interested parties are and to report unusual transactions to the authorities under certain circumstances. By granting griph an order, the client confirms that it is aware of this and that it grants its permission insofar as necessary. In addition, griph must be provided with a copy of a valid passport or driving licence of (the representative(s)) of the client. In addition, the identification, insofar as this has not already happened, shall take place at the first subsequent contact time between griph and the client.

Applicable law and jurisdiction

- 5.1 The legal relationship between griph and its clients is governed by Dutch law.
- 5.2 The courts of Amsterdam are exclusively competent to hear any dispute between griph and a client in the first instance, except if the client is a natural person who does not act in the exercise of a profession or business and who objects to this within one month after griph has invoked this clause.

Other provisions

- 6.1 The nullity of one clause in these General Terms and Conditions does not affect the validity of all the other clauses. The invalid clauses shall at that time be replaced by new clauses which approach the former invalid clauses as closely as possible as regards their content, scope and purpose.
- 6.2 These General Terms and Conditions have been drawn up in Dutch and in English and have been filed with the Trade Register of the Chamber of Commerce of Amsterdam under number 59665599. The text of the Dutch General Terms and Conditions shall prevail over the English text. These General Terms and Conditions may be amended from time to time. The applicable General Terms and Conditions can be consulted at any time on the griph website: www.griph.nl.