

GENERAL TERMS AND CONDITIONS

1. Litore B.V. is a limited liability company incorporated under Dutch law, with its corporate seat in Amsterdam (the Netherlands) and registered with the trade register of the Chamber of Commerce under number 59854480 (**Litore**).
2. These general terms and conditions apply to all assignments or instructions from a client (the **Client**) accepted by Litore, including any follow-up instructions and further assignments from such Client and any contractual or non-contractual relationships that directly or indirectly follow therefrom.
3. All instructions from clients are solely accepted and carried out by Litore, even if it is the client's explicit or implied intention that an instruction is to be carried out by a specific person. Applicability of sections 7:404 (which provides for instructions to specific persons) and 7:407 paragraph 2 (which provides for joint and several liability in the event of an instruction to two or more persons) of the Dutch Civil Code is hereby excluded and shall not apply.
4. Except to the extent that liability cannot be limited under Dutch law, any and all liability of Litore is limited to the amount paid out, if any, under Litore's professional liability insurance coverage in the matter concerned. In the event and to the extent that no monies are paid out under the professional liability insurance for whatever reason, any and all liability of Litore shall be limited to a maximum amount equal to the total fees charged by Litore to the Client in the matter concerned in the calendar year that a claim became pending and in any event with a maximum of EUR 25,000 per Client and its group. Liability for any indirect, consequential or follow-on damages is specifically excluded. In any event, a claim on Litore shall lapse in case Litore did not receive written notice of such a claim no later than within two months after the discovery of an event or circumstance that gives or may give rise to that claim.
5. Litore may engage third parties in connection with the instruction from the client and shall exercise the necessary due care in its selection of third parties. Litore shall not be liable for any acts and/or omissions of third parties.
6. These general conditions apply not only to Litore, but may also be invoked by all persons (*derdenbeding*) directly or indirectly involved in carrying out the instructions and/or assignment from the Client and/or who are or may in any way be liable in connection therewith, including (former) employees, directors and/or shareholders of Litore and their legal successors or heirs.
7. The Client indemnifies and holds Litore harmless from and against all third party claims that arise from or are in any way connected to the instruction from the Client and/or the services rendered for the Client, unless such claims result from willful misconduct or gross negligence by Litore. This indemnification includes any legal costs.
8. The legal relationship, whether contractual or non-contractual, between the Client and Litore is exclusively governed by Dutch law.
9. Any disputes shall be exclusively decided by the competent court in Amsterdam, the Netherlands, without prejudice to the right to lodge an appeal or cassation.