

GENERAL CONDITIONS LEXEM B.V.

1. These General conditions are applicable to all instructions (including additional and follow-up instructions) to, agreements or other legal relationships with Lexem B.V., having its registered office at Tilburg (the Netherlands). Lexem B.V. is listed in the Commercial Register of the Chamber of Commerce under file number 73587168.
2. Every instruction is granted only to Lexem B.V. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded. Lexem B.V. is entitled to let the instruction be performed by third parties or to perform instructions with the help of third parties and is entitled to accept any applicable conditions for and on behalf of the other party. Lexem B.V. is not liable for any faults of third parties.
3. If in connection with (the execution of) an instruction an event occurs which may lead to any liability from Lexem B.V. towards the other party, such liability shall in all cases be limited to the amount which is paid out under Lexem B.V.'s professional liability policy, plus the amount of the excess which under the policy conditions is not borne by the insurer. Lexem B.V.'s (standard) professional liability policy provides a sum insured of EUR 2.000.000 per claim.
4. In case for whatever reason the professional liability insurance as referred to in article 3 does not pay out, Lexem B.V.'s liability on whatever ground is at any time limited to three times the fee as charged by Lexem B.V. with respect to the activities causing damage, with a maximum of EUR 100.000.
5. The other party indemnifies Lexem B.V. against any liability to third parties in connection with (the execution of) an instruction as well as against any additional costs.
6. Without prejudice to Article 6:89 of the Dutch Civil Code, claims for damages expire in any case after twelve months after the other party is or should be aware of the damages and Lexem B.V. as liable party.
7. These general conditions can be invoked by Lexem B.V., any (legal) person associated with Lexem B.V. and any (legal) person involved in (the execution of) an instruction.
8. Unless agreed otherwise, Lexem B.V.'s fee will be set on the basis of the amount of hours worked multiplied by the applicable hourly rate.
9. Unless otherwise stipulated, the other party is obliged to pay Lexem B.V.'s invoices without deduction, discount or setoff, within fourteen days after the invoice date. If the other party remains in default of payment of any amount due to Lexem B.V. after being warned, Lexem B.V. is entitled, until full payment has been made, to suspend the (further) execution of an instruction. Lexem B.V. reserves its rights, even after payments have been made, to suspend its (further) execution of an instruction or to attach additional conditions to the execution of an instruction. In case of non-payment Lexem B.V. claims full compensation for all collections costs that have been made. Lexem B.V. is at any time entitled to demand a retainer.
10. The Legal relationship between Lexem B.V. and the other party is governed by Dutch law. Only the Dutch court is competent to take cognizance of any disputes. All disputes shall be submitted to the exclusive jurisdiction of the court in Breda which jurisdiction shall be



exclusive, notwithstanding the right of Lexem B.V. to submit any dispute to an otherwise competent court of law.

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