

GENERAL CONDITIONS

The terms and conditions set out below apply to all matters that we will handle for you.

1. Definitions

Unless the context otherwise requires:

Affiliated Company means, in relation to a body corporate, any subsidiary of one of its parent companies which is not, itself, a subsidiary company or a parent company of the body corporate;

Company means **The Faithful Goose b.v.**, a limited liability company (besloten vennootschap), Trade Register 30141160, situated in The Hague, with its corporate office address Zuid-Hollandlaan 7, 2596 AL The Hague.

Data Protection Legislation means EC Data Protection Directive (Directive 95/46/EC), all legislation implementing that Directive and all other laws and regulations enacted anywhere in the world relating to or impacting on the processing of personal data and privacy;

Group Entity means, in relation to a body corporate, any subsidiary company, parent company or Affiliated Company, or in relation to a public authority any part of that public authority instructing us;

Personal Data means all personal data (as that term is defined in relevant Data Protection Legislation) provided to us pursuant to our engagement by you;

Third Party means any company, firm or individual whose services will be used or by you in connection with the provision of services by us;

we, us and **our** refer to the the Company providing services on a particular matter; and **you, yourself** and **your** refer to the person, persons, entity or entities receiving those services.

2. Application and interpretation

2.1 These terms will apply to our work for you except to the extent that we agree, or have agreed, different terms with you.

2.2 Nothing in these terms will apply to the extent that its application would result in a breach of applicable law or regulations.

2.3 Each provision of these terms will be enforceable independently of each of the others and the validity of each provision will not be affected if any of the others is invalid.

3. Your relationship with the Company

3.1 You will instruct us on a matter by matter rather than a permanent basis.

3.2 We will not be responsible for any result or outcome you wish to have achieved by using our services (including, without limitation, legal, business, commercial, financial, technical,

insurance, accounting, broking, actuarial, environmental or information technology matters), and you will be responsible for deciding whether documents or advice prepared or reviewed by us meet your commercial objectives. We will not be responsible for the accuracy of any computer model's algorithms or for any formulae in any documentation.

3.3 We will advise you based on our interpretation of the relevant issues and best practices known to us at the time the advice is given. Unless we have expressly agreed to the contrary, we will not be responsible for updating our advice, even if the relevant practice changes thereby affecting our conclusions and even if you remain a current client in relation to any or all matters.

3.4 We reserve the right not to send any of our staff to any location where we believe there is a risk to their personal safety.

4. Fees and invoicing

4.1 Our practice is to bill you monthly unless the nature of the matter makes this inappropriate. Our invoices are payable within 21 days of delivery, failing which we may exercise our right to stop acting under clause 13, or charge statutory interest ex Article 6:119a of the Dutch Civil Code (except to the extent that you have raised an unresolved bona fide query), or both. You will also remain liable to pay our fees even if a third party agrees to pay them.

5. Taxes and exchange controls

5.1 Our fees are payable free of any withholding or deduction in respect of any taxes or duties. If you are required by law to withhold or deduct tax and such withholding or deduction is not reduced or removed, we shall be entitled to increase the amount of our invoice so that after any withholding or deduction we receive and retain a net sum equal to the amount of the fees you owe us.

5.2 If your payment of our fees or our receipt of such payment is subject to exchange or other similar control, you will use your best endeavours to obtain (or where appropriate help us to obtain) the necessary consents as soon as possible after you receive an invoice from us and then ensure that we receive prompt payment in accordance with such consents. If exchange control approval has not been obtained within six months from the date of our invoice then, if so lawfully requested by us at any time thereafter, you will pay into an account designated by us the amount in local currency equivalent to the amount outstanding (converted at the date of our request).

6. Documents and document storage

6.1 We will retain copyright in all documents we draft and produce in relation to any matter (and, subject to our duties of confidentiality to you, may therefore use the intellectual property rights in the documents as the basis for advising on other matters) but you will have an unlimited licence to use those documents for your own purposes.

6.2 In some circumstances, in particular, if you have not paid all of our invoices, we may have the right to keep documents that belong to you even if you ask us to return or destroy them.

6.3 We may destroy documents relating to a matter (both our paper and, where practicable, electronic files) when we consider that we do not need to keep them, failing which we reserve the right to charge for our storage costs. Subject to clause 6.2 and to applicable laws, regulations or duties, we will also destroy documents before this time if you instruct us to do

so. However we reserve the right to keep documents belonging to us, and cannot guarantee that we can erase all electronic documents (including those on back-up tape).

7. Limitations of liability

- 7.1 All instructions issued by you will be exclusively accepted and performed by the the Company. You agree not to hold any employee or consultant liable for or in connection with any matter; these employees and consultants may invoke these terms and conditions if necessary. In so far as articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code could undermine the foregoing, the application of these articles is explicitly excluded.
- 7.2 Any liability of us shall be limited to the amount paid out in such cases under our professional liability insurance(s), increased by the applicable policy excess payable by us. If we are liable for damage to persons or property, such liability shall be limited to the amount paid out in such cases under our general corporate liability insurance(s), increased by the applicable policy excess payable by us. If, for whatever reason, the insurer makes no payment under the insurance policies referred to in this clause 7.2, our aggregate liability shall be limited to three times the total professional fees (excluding VAT and disbursements) invoiced by us and paid by you in relation to the matter giving rise to our liability.
- 7.3 You undertake to indemnify and hold us harmless against claims by third parties (including costs we incur in this regard) that relate in any way to the services rendered to you, unless these claims arise from gross negligence or wilful intent on our part.
- 7.4 Without prejudice to your right to bring a claim against the Company providing the relevant services, you agree, to the extent such agreement is enforceable under applicable laws and regulation, that there is no assumption of a personal duty of care by, and you will not bring any claim against, any employee or consultant to the Company.
- 7.5 If we and any other Person (as defined below) are both liable to you in respect of the same damage, or another Person and/or you have caused or contributed to that damage, our liability to you will be limited to such amount as is just and equitable, having regard to the extent to which we, that Person and/or you are liable for, or have otherwise caused or contributed to, that damage. Any limitation, exclusion, restriction or settlement (however arising) including insolvency, affecting the possibility of recovering compensation from any Person, will be ignored in determining whether and to what extent that **Person** is liable or responsible for that damage and the amount of our liability. For this purpose, Person means any individual or other person, including any director or employee of the Company or of a Third Party, any person associated with the Company or with a Third Party and any person providing finance or services to the Company or to a Third Party, including other professionals.

8. Electronic communications and data protection

- 8.1 We may communicate with you electronically. You accept the risks involved in such communication, except in the case of our gross negligence or wilful default. We may also monitor communications in order to establish facts, to determine that communications using our systems are relevant to our business, to comply with applicable laws or regulations, or to develop and manage our relationship with you.
- 8.2 You warrant and undertake to us that all Personal Data disclosed to us has been obtained and processed by you or on your behalf, and will be disclosed to us, in compliance with all relevant Data Protection Legislation, and you will not do or omit to do anything in effecting this disclosure or otherwise that would cause us to be in breach of any relevant Data Protection Legislation (to the extent applicable to us).

8.3 You agree that we may transfer Personal Data to a Third Party, including to jurisdictions outside the European Economic Area. If you are not the data subject, you will procure the consent of the data subject(s) to such transfer or take such other steps as are necessary to ensure that such transfer complies with all the relevant Data Protection Legislation.

9. Conflicts/relationships with other clients

9.1 We will establish whether we are able to act for you by reference to any professional rules affecting the Company. Under such rules, we may have to stop acting for you if a conflict arises between our duties to you and to other clients, or between our interests and your interests; similarly, we may have to stop acting for another client if a conflict arises between our duties to you and that client.

9.2 You agree that (a) we are, and will remain, free to represent other clients adversely to you on matters which are not substantially related to the matters where we represent you and (b) wherever we are permitted under the rules which may regulate our conduct, we will not be prevented or restricted by virtue of our relationship with you from advising any other clients, including clients which are your market competitors, and/or are your counterparties.

9.3 We will consider you as a current client for conflict purposes where we are retained on at least one current matter for you. For these purposes, "current matter" shall not include (i) a matter in respect of which a final invoice has been submitted nor (ii) a matter that is no longer active (and any matter on which we have received no instructions from you for a period of two months which evidence that it remains active, will be deemed to be no longer active).

10. Confidentiality

10.1 We will treat any information obtained from you that is not in the public domain as confidential. However, we may sometimes have to disclose information to regulatory authorities or under rules of law. If so, we would (where permissible and practicable) inform you of the request or requirement to disclose.

10.2 We will assume that information that you give, or is given by a third party on your behalf, to us and which is subject to confidentiality obligations owed to a third party has not been given in breach of such obligations.

10.3 You agree that we will not be prevented from acting for another client (including a client with interests adverse to yours) on a matter where we hold information that would be relevant but in respect of which we owe a duty of confidentiality to you, provided that we put in place appropriate safeguards to protect such information.

10.4 We will not use information which is confidential to you for the advantage of, or, subject to sub-clause 10.1, disclose such information to, any third party. In the same way, you acknowledge that we will not use confidential information obtained from any other party for your advantage or disclose such information to you, even if it is relevant to a matter.

10.5 We may sometimes outsource support services such as word processing, translation, photocopying document reviews, certain IT services, waste disposal and the administration of our expenses, on the basis that our suppliers have agreed or will agree to keep any information they receive from us confidential and process any Personal Data in accordance with our instructions only and in compliance with all relevant Data Protection Legislation. Some of these suppliers may be based outside the European Economic Area. By confirming your agreement to these terms, or by giving us further instructions or by continuing with existing

instructions, you consent to such outsourcing. We may also discuss your affairs with your other advisers on a matter.

11. Engaging the services of Third Parties

In the context of any matter, we may be required to retain advice in other jurisdictions or to seek the advice of other outside advisers, experts, etc. Such Third Parties will always be carefully chosen and, where possible, in consultation with you. You will permit us to agree on your behalf to any limitation of liability applied by such third parties. We are not liable for the acts or omissions of any third party we may instruct on your behalf or for the default of any financial institution with whom we deposit money on your behalf.

12. Instructions

12.1 We will treat each Group Entity as our client for professional purposes. We are authorised to take instructions from the principal Group Entity contact, any specific matter contact or any director or other employee identified to us for this purpose and to assume that any such person is properly authorised to give those instructions. Our activities will be performed and advice rendered exclusively for the relevant Group Entity. Third parties are not entitled to derive any rights from these activities or this advice.

12.2 You will ensure that we are supplied, and will instruct your other advisers involved in any matter to supply us, with all information in your and their possession that we require in order to enable us to perform the terms of our engagement and any matter, or that is material to our engagement and any matter.

12.3 Unless you have expressly asked us to do so, we will not seek to verify or check any information provided to us by you, or by others on your behalf, and you agree that we shall be entitled to rely on such information when performing our services under this engagement and any matter.

13. Termination

13.1 Our engagement for a matter will terminate upon delivery of our final invoice. Otherwise, and to the extent such agreement is enforceable under applicable laws and regulation:

- you may at any time upon reasonable notice terminate our engagement on any or all matters by written notice;
- we may terminate our engagement on any or all matters by written notice if we have good reason (such as delay in payment of our fees) a conflict of interest arising or where we consider our continuing to act may adversely impact our reputation and upon reasonable notice; and
- in either case, you will pay our costs up to the time of termination.

14. Governing law and dispute resolution

14.1 Our engagement for a matter, and any contractual or non-contractual obligations arising out of or in connection with our engagement, are governed by and shall be construed in accordance with the laws of the Netherlands.

14.2 We and you irrevocably agree that the courts of The Hague, the Netherlands, are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with our

engagement for a matter (including any dispute as to the validity of any agreement pertaining to our engagement) and that accordingly, any proceedings arising out of or on connection with our engagement for a matter shall be brought in such courts, unless we choose to bring any suit, action or proceedings before a competent court in a different jurisdiction.

- 14.3 However, if a dispute arises you and we will use our best endeavours to settle that dispute amicably and, if possible, use the services of a qualified mediator to assist us in settling.

15. Anti-money laundering laws and sanctions

- 15.1 Under anti-money laundering laws, we may need formal evidence of your identity before we can act and may also conduct checks using external electronic databases for this purpose. If we are unable to obtain evidence of your identity or you do not provide such evidence we may be unable to act or have to stop acting. We must also report suspicions of money laundering activity to the relevant external authorities. We may have to stop work on a matter and may not be allowed to tell you if we make such a report. We will not be liable to you for the consequences of any such report made in good faith.

- 15.2 We may also be subject to various sanctions regimes and other legal and regulatory constraints which may be specific to certain jurisdictions, entities and/or individuals. Where, in our absolute discretion, we consider that our work on any matter may involve a breach of any applicable governmental, intra governmental or regulatory sanction, law or regulation, you agree that we may cease acting on the relevant matter immediately and keep our retainer, without liability for so doing.

16. Third party rights

These terms and our engagement by you on any matter creates rights and obligations only between you and us and no other person may rely on advice which we give to you and no such other person is intended to be protected by our obligations and services to you or may enforce any term of our engagement by virtue of any applicable law.

17. Severability

The provisions of this agreement shall be severable in the event that any of the provisions of this agreement is held by a court or tribunal of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

18. Miscellaneous

Please see our website at www.thefaithfulgoose.com for further information.