

General terms and conditions Matchmark B.V.
for the providing of advice and mediating services

Article 1 Definitions

1. In these general terms and conditions, the following terms shall have the following meaning, unless expressly indicated otherwise.

Matchmark B.V. (Herengracht 142, 1015 BW Amsterdam): the user of the general terms and conditions.

Principal: the other party of Matchmark B.V.

Agreement: the agreement to provide advice and mediating services.

Article 2 General

1. These general terms and conditions apply to each offer, quotation and agreement between Matchmark B.V. and a principal to which Matchmark B.V. has declared these conditions applicable, to the extent parties do not expressly, and in writing, deviate from these present general terms and conditions.

2. These present general terms and conditions shall also apply to all agreements with Matchmark B.V., the execution of which requires the contracting of third parties.

3. Any deviations from these general terms are only valid if expressly agreed in writing.

4. The applicability of any purchase or other conditions of the principal is expressly rejected.

5. If one or more stipulations contained in these present general terms and conditions are null and void, or if any stipulations are nullified, then the remaining stipulations of these present general terms and conditions shall remain in full force. In the aforementioned case, Matchmark B.V. and the principal shall enter into consultations to draw up new stipulations to replace the null and void or nullified stipulations, thereby observing as much as possible the purpose and purport of the original stipulation.

Article 3 Offers and quotations

1. All offers are without engagement, unless indicated expressly otherwise in the specific offer.

2. The quotations made by Matchmark B.V. are without engagement; they apply for 30 days, unless indicated otherwise. Matchmark B.V. is only bound to the quotations if the acceptance thereof is indicated by the other party in writing within 30 days, unless indicated otherwise.

3. The prices in the aforementioned offers and quotations are exclusive of VAT and any other government levies, as well as any possible costs to be made in the framework of the agreement, including postage and administration costs, unless indicated otherwise. Also, Matchmark B.V. reserves the right to increase the prices in the aforementioned offers and quotations, and charge these increased prices to the principal, if the cost price on which the prices are based is increased after the agreement is concluded, which also applies to cost price increases due to increased exchange rates.

4. If the acceptance deviates (on minor issues) from the offer included in the quotation, then Matchmark is not held to that. The agreement will then not be concluded in accordance with this deviating acceptance, unless Matchmark B.V. indicates otherwise.

5. A compound quotation does not oblige Matchmark B.V. to carrying out part of the assignment for a proportionate part of the quoted price.

6. Offers or quotations do not automatically apply to future assignments.

Article 4 Execution of the agreement

1. Matchmark B.V. will execute the agreement to the best of its knowledge and power and in accordance with the requirements of good craftsmanship.

2. If and in so far as required for a good execution of the agreement, Matchmark B.V. has the right to have certain activities carried out by third parties. Matchmark B.V. will exercise the necessary care. Matchmark B.V. is not liable for any shortcomings of said third parties.

3. The principal undertakes that data of which Matchmark B.V. indicates that these are necessary, or of which the principal should in all reasonableness understand that these are necessary to the execution of the agreement, are provided to Matchmark B.V. in a timely manner. If the data necessary for the execution of the agreement are not provided to Matchmark B.V. in a timely manner, then Matchmark B.V. shall have the right to suspend the execution of the agreement and/or to charge the extra costs arising from the delay to the principal at the usual rates.

4. Matchmark B.V. shall not be liable for damages of whatever nature, as a consequence of incorrect and/or incomplete data provided by the principal, unless this incorrectness or incompleteness should have been known by Matchmark B.V.

5. If it has been agreed that the agreement will be carried out in different phases, then Matchmark B.V. is entitled to suspend the execution of components belonging to a next phase until the principal shall have approved the results belonging to the previous phase in writing.

6. The principal shall indemnify Matchmark B.V. against any claims by third parties who suffer damages in relation to the execution of the agreement and which is attributable to the principal.

Article 5 Amendment of the agreement

1. If it turns out during the execution of the agreement that it is necessary for a proper execution to change or supplement the activities to be carried out, parties will adapt the agreement accordingly in a timely manner and in mutual consultation.

2. If parties agree that the agreement shall be changed or supplemented, then this may affect the time of completion. Matchmark B.V. will inform the principal thereof as soon as possible.

3. If the change or supplement to the agreement has any financial or qualitative consequences, then Matchmark B.V. shall inform the client beforehand.

4. If a fixed fee has been agreed, Matchmark B.V. will indicate to what degree the change or addition to the agreement leads to the exceeding of this fee.

5. In derogation of subclause 3, Matchmark B.V. shall not be entitled to charge any additional costs if the change or addition is the consequence of circumstances that can be attributed to Matchmark B.V.

Article 6 Contract term; term of execution

1. The agreement between Matchmark B.V. and a principal is entered into for an indefinite period of time, unless it arises expressly otherwise from the nature of the agreement or parties expressly agree otherwise in writing.

2. If within the term of the agreement a specific term has been agreed for the completion of certain activities, then this shall never constitute a fatal term. If the term for completion of the activities is exceeded, then the principal must give Matchmark B.V. written notice of default.

Article 7 Fee

1. In respect of offers and agreement in which a fixed fee is offered or agreed, subclauses 2, 4, 5, 6, 7 and 8 of this present article shall apply. If no fixed fee is agreed, then subclauses 3 through 8 of this present article shall apply.

2. Parties may agree on a fixed fee when entering into an agreement. The fee is either based on the amounts quoted by Matchmark B.V. or, if no such amounts have been quoted, on the rate cards used by Matchmark B.V.

3. If no fixed fee is agreed on, then the fee will be based on the number of hours actually spent. The fee will be calculated according to the usual hourly rates of Matchmark B.V., applying to the period in which the activities are carried out, unless a deviating hourly rate has been agreed upon.

4. The fee and any cost estimates are exclusive of VAT.

5. In case of assignment with a term of longer than 3 months, the costs due will be charged periodically.

6. If Matchmark B.V. agrees a fixed fee or hourly rate, Matchmark B.V. shall nonetheless be entitled to increase this fee or rate. If Matchmark B.V. can

demonstrate that between the moment of offering and the moment of delivery there has been a considerable increase in, for instance, the cost price, rates or prices, then Matchmark B.V. is entitled to charge the increased prices. Moreover, Matchmark B.V. may increase the rate when during the carrying out of the activities it turns out that the work load originally agreed upon was assessed insufficiently, not attributable to Matchmark B.V., to a degree that it Matchmark B.V. cannot be expected to carry out the agreed work at the fee originally agreed upon.

7. In other cases than referred to in sub clause 6, the principal is entitled to dissolve the agreement if the fee or rate is increased within three months after closing the agreement. After expiry of this period, the principal shall be entitled to dissolve the agreement if the increase amounts to more than 10%. The principal shall not be entitled to dissolve the agreement if the increase of the fee or rate arises from an authority pursuant to the law.

8. Matchmark B.V. will inform the principal in writing of the increase of the fee or rate. In its written notification, Matchmark B.V. will state the size of the increase, as well as the date it will take effect.

9. If the principal wishes not to accept the increase of the fee or rate communicated by Matchmark B.V., then the principal is entitled to terminate the agreement in writing within 7 working days after the aforementioned notice, or to cancel the assignment towards the date referred to in the notice of Matchmark B.V. at which the price or rate increase would take effect.

Article 8 Payment

1. Matchmark B.V. is entitled, at its discretion, to invoice on the basis of advance invoices, interim invoices and/or final invoices.

2. Payment must be effected within 14 days after invoice date, on a manner to be determined by Matchmark B.V. in the currency in which the invoice is set. In case of advance invoices, there is a payment term of 7 days after invoice date. Any objections against the amount of the invoices do not suspend the obligation to pay.

3. If the principal remains in default to make the payment within the terms specified in sub clause 2, the principal shall be in default by operation of law. The principal shall then owe an interest of 1.5% per month, unless the statutory interest rate is higher, in which the latter shall apply. The interest on the payable amount shall be calculated from the moment the principal shall be in default until the payment of the full amount.

4. In case of winding up, bankruptcy, attachment or suspension of payment of the principal, the receivables of Matchmark B.V. from the principal shall be immediately payable.

5. Matchmark B.V. has the right to deduct any payments made by the principal first from the costs, then from the outstanding interest and finally from the principal sum and current interest. Without being in default, Matchmark B.V. can refuse an offer for payment, if the principal indicates a different order of settlement.

Matchmark B.V. can refuse full payment of the principal sum, if the outstanding and current interest are not also settled.

Article 9 Debt-collection costs

1. If the principal is in default of his (timely) fulfillment of his payment obligations, then all reasonable costs to acquire fulfillment out of court will be for the account of the principal. In any case, the principal shall be due debt-collection costs in case of an account receivable. The debt-collection costs are calculated in accordance with the debt-collection rate advised by the Netherlands Bar Association in debt collection matters.

2. If Matchmark B.V. shall have made higher costs, which were in all reasonableness necessary, then these costs shall also qualify for reimbursement.

3. Any court and execution measures incurred in all reasonableness shall also be for the account of the principal.

Article 10 Inquiry, claims

1. Any complaints about the activities carried out shall be reported in writing by the principal to Matchmark B.V. within 8 days of discovery, but no later than within 14 days after completion of the specific activities. The notice of default must contain a very detailed description of the shortcoming, allowing Matchmark B.V. to provide an adequate reaction.

2. If a complaint is well-founded, Matchmark B.V. will still carry out the activities as agreed, unless this has become demonstrably pointless by the principal. The latter must be noted in writing by the principal.

3. If carrying out the activities after the shortcoming has been demonstrated is no longer possible or sensible, then Matchmark B.V. shall only be liable within the meaning of article 14.

Article 11 Cancellation

1. Both parties can at all time cancel the agreement in writing.

2. If the agreement is prematurely terminated by the principal, then Matchmark B.V. shall have the right to compensation on account of the loss of workload demonstrably caused by it, unless there are facts and circumstances at the basis of the cancellation that can be attributed to Matchmark B.V. Furthermore, the principal shall in that case be obliged to pay the invoices for activities carried out up to the moment of cancellation. The provisional results of the activities carried out up to then shall be provided to the principal with all reserve.

3. If the agreement is prematurely terminated by Matchmark B.V., then Matchmark B.V. will undertake, in consultation with the principal, that the work still to be carried out is handed over to a third party, unless there are facts and circumstances at the basis of the cancellation that can be attributed to the principal.

4. If the handing over of activities entails any extra costs on the part of Matchmark B.V., then these costs shall be invoiced to the principal.

Article 12 Suspension and dissolution

1. Matchmark B.V. shall be authorized to suspend the fulfillment of obligations or dissolve the agreement if:

- the principal does not (completely) fulfill the obligations arising from the agreement.

- after the closing of the agreement, any circumstances having come to the attention of Matchmark B.V. provide sufficient evidence that the principal will not fulfill the obligations. If there is sufficient evidence to fear that the principal will only partly, or not sufficiently, fulfill the obligations of the agreement, then suspension shall only be permitted to the extent justified by the shortcoming.

- the principal was requested, on the closing of the agreement, to provide security for the fulfillment of his obligations arising from the agreement, and this security is not or insufficiently provided.

2. Furthermore, Matchmark B.V. is authorized to dissolve the agreement or have the agreement dissolved if circumstances arise on account of which fulfillment of the agreement is impossible or, according to the standards of reasonableness and fairness, can no longer be required, or if other circumstances arise of such a nature that the unchanged fulfillment of the agreement cannot be expected in all reasonableness.

3. If the agreement is dissolved, then the accounts receivable by Matchmark B.V. from the principal shall be immediately due and payable. If Matchmark B.V. suspends the fulfillment of obligations, then Matchmark B.V. shall maintain its claims by virtue of the law and the agreement.

4. Matchmark B.V. shall always have the right to claim damages.

Article 13 Returning of matters provided

1. If in the execution of the agreement, Matchmark B.V. has provided certain matters to the principal, then the principal shall be obliged to return the matters provided within 14 days in their original state, free of any defects and in full. If the principal fails to meet this obligation, then all costs arising from this shall be for his account.

2. If the principal, for whatever reason and after a specific demand letter, remains in default in respect of the obligation mentioned under subclause 1, then Matchmark B.V. shall have the right to recoup the damages and costs arising from that, including the cost of replacement, on the principal.

Article 14 Liability

1. Should Matchmark B.V. be liable, then this liability shall be limited to that which is laid down in these stipulations.

2. Matchmark B.V. is liable for shortcomings in the execution of the assignment, to the extent that these arise from the non-observing by Matchmark B.V. of due care, expertise and craftsmanship that should be relied upon in the execution of the assignment. The liability for the direct damage caused by the shortcomings shall be limited to the fee the agency has received for its activities in the context of the assignment.

3. In derogation of the contents of subclause 2 of this present article, in case of an assignment having a duration longer than 6 months, a further limitation applies to the effect that the aforementioned liability shall be limited to the fee over the last six months.

4. Direct damages exclusively include:

- the reasonable costs to assess the cause and size of the damage, to the extent the assessment relates to damage within the meaning of these present conditions;

- any reasonable costs made to align the faulty performance of Matchmark B.V. with the agreement, unless such performance cannot be attributed to Matchmark B.V.;

- reasonable costs made to prevent or limit damages, to the extent the principal demonstrates that these costs have led to limitation of direct damages as referred to in these present general terms and conditions.

5. Matchmark B.V. shall never be liable for indirect damages, including consequential damage, loss of profits, missed savings and damage as a consequence of stagnation of operations.

6. The limitations included in these conditions regarding the limitation of liability for direct damages do not apply if the damage can be attributed to the intent or gross negligence of Matchmark B.V. or its subordinates.

7. Any claims of the principal as described in this present article must have been filed within one year after the damage has been discovered, in the absence of which the principal shall have forfeited his rights.

Article 15 Indemnifications

1. The principal shall indemnify Matchmark B.V. against any and all claims of third parties regarding intellectual property rights on materials or data provided by the principal, which materials and data are used in the execution of the agreement.

2. If the principal provides information carriers, electronic files or software etc to Matchmark B.V., then the principal guarantees that this will not constitute a breach of any property rights or copyrights of third parties, as well as that the information carriers, electronic files or software are free of viruses and defects.

Article 16 Transfer of risk

1. The risk of loss or damage to the matters that are the object of the agreement shall transfer to the principal the moment at which these are legally and/or actually delivered to the principal, and are thereby transferred into the power of the principal or of a third party to be designated by the principal.

Article 17 Force majeure

1. Parties are not obliged to fulfill any obligation if they are hindered to do so as a consequence of circumstance that cannot be attributed to blame, and is not attributable to them either by law, a legal transaction or any opinion applicable in the market at large.

2. In these present general terms and conditions, force majeure is taken to mean, in addition to the meaning it has in the law and in case law, all exterior causes, either or not foreseen, which Matchmark B.V. cannot exert any influence on, but which prevent Matchmark B.V. from fulfilling its obligations. Work strikes in the company of Matchmark B.V. are included in this context.

3. Matchmark B.V. also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment takes effect after Matchmark B.V. should have fulfilled its obligations.

4. During the period that force majeure applies, parties can suspend the obligations arising from this agreement. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without being obliged to compensate the damages of the other party.

5. To the extent that Matchmark B.V. shall have party fulfilled its obligations arising from the agreement at the time force majeure applies, and independent value can be attributed to the fulfilled part or part to be fulfilled of the agreement, then Matchmark B.V. shall be entitled to separately invoice the part already fulfilled or yet to be fulfilled, respectively. The principal is obliged to pay this invoice, as if it concerned a separate agreement.

Article 18 Confidentiality

1. Both parties are obliged to observe confidentiality of all confidential infor-

mation each has acquired from each other or from other sources. Information shall be considered confidential if such has been stated by the other party, or if this arises from the nature of the information.

2. If on the basis of a legal stipulation or court decision Matchmark B.V. is obliged to provide confidential information to a third party, authorized by law or designated by the court, and Matchmark B.V. cannot invoke any right of excusal, either by law or by a competent court, then Matchmark B.V. shall not be obliged to pay any compensation of damages to the other party, and the other party shall not be entitled to dissolve the agreement on the basis of any damages that arise from this.

Article 19 Intellectual property and copyrights

1. Without prejudice to the contents of these present general terms and conditions, Matchmark B.V. reserves the rights and powers that belong to it by virtue of the Copyright Act.

2. All documents provided by Matchmark B.V., such as reports, advices, agreements, designs, drafts, drawings, software, etc, are exclusively intended to be used by the principal, and may not be multiplied, disclosed or brought to the knowledge of third parties without the prior approval of Matchmark B.V., unless it turns out otherwise from the nature of the documents provided.

3. Matchmark B.V. reserves the right to use the knowledge acquired by the execution of the activities for other purposes, to the extent this does not lead to confidential information being provided to third parties.

Article 20 Disputes

1. The court in the place where Matchmark B.V. has its registered offices is exclusively authorized to hear any disputes, unless the subdistrict court is competent. Nonetheless, Matchmark B.V. shall have the right to submit the dispute to a court that is competent by law.

2. Parties shall only bring legal proceedings after they shall have exerted themselves to the utmost to settle a dispute in mutual consultation.

Article 21 Applicable law

1. Dutch law shall apply to each agreement between Matchmark B.V. and the principal.