

General Conditions

Stamina Legal Tax & Regulatory B.V.

Introduction

Both the Client and Stamina are, prior to the conclusion of the Agreement as well as during the Agreement, expected to act professionally such that the considerations by the Client to select and continue to work with Stamina are solely based on sound business principles with the absence of any considerations that represent personal benefit.

Article 1. Definitions

The following expressions used in these General Conditions have the meaning stated below:

- *Client*
Stamina's counterparty
- *Stamina*
Stamina Legal Tax & Regulatory B.V., the user of these General Conditions, and its personnel
- *Agreement*
written agreement to which Stamina and Client are a party, granting Stamina a mandate to provide Services against a Price, these General Conditions forming an integral part of such Agreement
- *Service/Services*
the carrying out of tasks by Stamina pursuant to the Agreement
- *Price/Prices*
The fee/fees quoted by Stamina to the Client in consideration for its Service(s)
- *Party/Parties*
The Client and Stamina, jointly and each individually
- *Third party*
A subcontractor or agent, or any other party, appointed by Stamina or the Client in the carrying out of the Agreement.

Article 2. Applicability

- a. In case of conflict between an item specifically agreed between the Parties and these General Conditions, the first prevails.
- b. These General Conditions apply to all offers and Agreements in relation to Services, general conditions used by the Client are expressly rejected.

Article 3. Validity of the offer, conclusion of Agreement

- a. The Agreement is concluded by means of a written instrument bearing the Parties' signature, or in case the Client accepts in writing a written proposal submitted by Stamina.
- b. In case Stamina has made no written offer or an offer that is only oral, an Agreement is deemed concluded only if Stamina has accepted in writing a request for an offer within fourteen (14) days after it has been submitted by the Client.

Article 4. Variation

- a. The Client may at all times, in good cooperation with Stamina, change the scope of Service(s); changes are documented in writing.
- b. If in Stamina's reasonable opinion a change requested by the Client affects the Price or the date of delivery of Services, Stamina shall advise the Client accordingly and prior to continuing its services under the changed scope discuss in good faith and agree on a new Price or date of delivery.

Article 5. Assignment

- a. Stamina may not assign any of its obligations under the Agreement to a Third Party or any other party unless prior approval in writing has been obtained from the Client; conditions can be attached to such assignment.

Article 6. Price and price adjustment

- a. Prices are in euro, subject to VAT and include all Stamina's expenses incurred in carrying out its Services unless expressly agreed otherwise between the Parties in writing.
- b. Prices are fixed during the entire duration of the Agreement, no index correction mechanism applies, unless expressly agreed otherwise between the Parties in writing.

Article 7. Invoicing and payment

- a. Stamina shall invoice for its Services monthly by means of a specified invoice issued in the name of the Client and meeting the relevant VAT requirements.
- b. Payment is due within eight (8) Dutch working days following the date of the invoice.

Article 8. Default

- a. In case the Client finds Stamina in default ("toerekenbare tekortkoming") as provided for in the Dutch Civil Code, the Client may give written notice to Stamina to that extent and will grant Stamina a fifteen (15) working days' grace period to cure its alleged default. If in the reasonable opinion of the Client the default has not been cured, the Client may issue a notice of default ("in verzuim stelling").
- b. In case of Stamina's inability to provide its Services meeting the standard as agreed, caused by a circumstance other than default ("niet-toerekenbare tekortkoming") the obligations by both Parties are suspended by a maximum of two (2) weeks. Within such two (2) weeks Stamina will advise the Client how such circumstances can be resolved such that the provision of Services can continue.
- c. Stamina may invoke any circumstance mentioned under b. above only if it has advised the Client in writing and no later than five (5) working days after the circumstance has occurred.

Article 9. Liability

- a. Stamina accepts no liability for damages caused whilst carrying out its tasks under the Agreement, except in case such damages are caused by Stamina's willful intent or gross negligence.
- b. Stamina's liability shall at all times be maximized by the Price.

Article 10. Confidentiality, non disclosure

- a. Stamina shall keep all information obtained from the Client whilst carrying out its Services confidential, and will not disclose any information to anyone outside the domain of its company, except in case such disclosure is expected in the carrying out of its Services, or if any public instance enforces it to do so. The same standard applies to Third Parties commissioned by Stamina.
- b. Unless the Client has expressly approved otherwise in writing, Stamina shall not advertise, or make public in any other way, that it has been commissioned by the Client.

Article 11. Termination

- a. The Client shall have the right to terminate the Agreement at all times in whole or in part. Upon termination a payment shall be agreed between the Parties, acting reasonably, representing a fair compensation for the Services carried out and expenses incurred so far and for the unwinding of obligations previously entered into by Stamina to facilitate the provision of its Services.
- b. In case of termination, except as provided in a. above, the Client shall owe to Stamina no damages or compensation for missed profit.
- c. Obligations that by their nature are expected to continue to apply after termination of the Agreement, most notably the duty of confidentiality, will continue to apply after termination of the Agreement.

Article 12. Conflicts

- a. Conflicts between the Parties shall as much as possible be resolved in constructive dialogue, if such dialogue fails Parties state themselves available for mediation.
- b. If Parties fail to resolve the conflict, it shall be submitted to the Court of The Hague.

Article 13. Applicable law

The Agreement, of which these General Conditions form an integral part, is governed by Dutch law, and expressly excludes the applicability of the laws of any other jurisdiction.