

General terms and conditions

HEBIX Consultants b.v. | UK Version October 2018

General terms and conditions relating to assignments and work carried out by HEBIX Consultants B.V. (after this referred to as **HEBIX Consultants**), having its registered office in Rotterdam (Chamber of Commerce 72188251).

These general conditions apply to all relationships and agreements, written or oral, between the Client and direct and indirect subsidiaries in which the Client has a controlling interest and shareholders of the Client who have a controlling interest in the Client (after this jointly: the **Client**), and HEBIX Consultants and all relationships between HEBIX Consultants and third parties in which HEBIX Consultants undertakes to provide services to the Client.

Engagement letter

If HEBIX Consultants has not yet received a signed assignment letter, the assignment will be deemed to have been concluded under these general terms and conditions as soon as HEBIX Consultants has started the execution of the assignment at the request of the Client.

The Client

HEBIX Consultants is considered to be the sole contractor in business with the Client. Article 404 of Book 7 of the Dutch Civil Code (which contains regulations for situations in which an assignment is carried out by a specific person) and Article 407, second paragraph, of Book 7 of the Dutch Civil Code (which regulates joint and several liability in situations in which an assignment is given to two (2) or more persons) are not applicable.

Limitation of liability

All liability on the part of HEBIX Consultants is limited to the amount paid based on the policy of the professional liability insurance of HEBIX Consultants in the matter concerned, increased by the amount of the deductible that under the policy of the professional liability insurance(s) is (are) not at the expense of the insurers. If and insofar as no payment under the policy of the professional liability insurance is made for reasons that are not related to the specific circumstances of the claim being dealt with at that time, the liability of HEBIX Consultants will be limited in total to an amount not exceeding the compensation for the work to which the damage-causing event relates or with which it is connected. HEBIX Consultants will not be liable for any consequential damage, indirect losses, fines, compensation and loss of profit. The conditions of the policy of the professional liability insurance(s) can be inspected on request. All rights, claims and other powers that the Client may have against HEBIX Consultants for whatever reason concerning the execution of the work by HEBIX Consultants will, in any case, expire one year after the date on which the Client became informed, or could reasonably have been aware, of the existence of these rights, claims and other powers. In all cases, the rights as mentioned above, claims and other powers will lapse five years after the execution of the work by HEBIX Consultants.

Confidentiality

HEBIX Consultants will treat all data of the Client as strictly confidential and will not disclose this information unless required by law or court order. In any case, HEBIX Consultants may have the legal obligation to disclose information under the Directive 2011/16/EU on Mandatory Disclosure (DAC6) and under the Act for the prevention of Money Laundering and the Financing of Terrorism (*Wet ter voorkoming van Witwassen en Financiering van Terrorisme*).

HEBIX Consultants will act in line with the General Data Protection Ordinance (AVG) when carrying out the work. The Privacy Statement can be consulted on www.hebix.nl.

Identification of the client

At the first request of HEBIX Consultants, the Client will provide all information and documentation it needs to comply with its obligations under the Money Laundering and Terrorist Financing (Prevention) Act.

Amendment of the General Terms and Conditions

HEBIX Consultants may amend its general terms and conditions. The Client will be informed in writing of such a change. If the client does not object within twenty working days after receipt of such notification, the amended general conditions will be deemed to apply to all present and future agreements.