

General Terms & Conditions of CROP Corporate Finance

General Terms & Conditions for services by CROP Corporate Finance B.V., established in Amersfoort, the Netherlands.
These General Terms & Conditions are filed at the Midden-Nederland court in the Netherlands under number 277/2017.

Article 1 – General

1. In these General Terms & Conditions, the following is understood to mean:
 - a. Professional regulations: the professional rules and rules of conduct governing CROP and/or its Employees
 - b. Documents: all information or data provided by the Client to CROP and all data produced or collected by CROP in the context of the execution of the Engagement / Agreement, whether or not recorded on material and/or virtual data carriers and whether or not deposited at third parties
 - c. CROP: CROP Corporate Finance B.V.
 - d. Employee: a natural person employed by or associated to CROP, whether or not on the basis of an employment agreement, including partners and managing directors
 - e. Engagement / Agreement: the agreement in which CROP undertakes to provide certain Services for the Client
 - f. Client/Clients: the natural person(s) or the legal entity/entities who/that has/have requested CROP to provide certain Services and/or for whom/which CROP provides/has provided Services
 - g. Services: all services rendered by CROP for the benefit of the Client and for which CROP has received and accepted an Engagement as well as all services ensuing therefrom to be rendered by CROP
2. All Engagements shall be accepted and executed exclusively by CROP and not by or on account of an Employee, regardless of whether the Client has provided the Engagement explicitly or tacitly to a specific Employee or specific Employees for the purpose of execution of such Engagement. The applicability of Articles 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code are expressly excluded.

Article 2 – Applicability

1. These General Terms & Conditions shall apply to all legal relationships between CROP and the Client.
2. Deviations in and additions to these General Terms & Conditions shall apply only if these are agreed explicitly and in writing in an Agreement or engagement letter signed by CROP and the Client.
3. CROP explicitly rejects the applicability of the general terms & conditions of the Client.
4. The natural persons and legal entities, who/which are involved directly or indirectly in the Services by or on behalf of CROP in any manner, whether or not based on an employment Agreement, can also invoke these General Terms & Conditions.

Article 3 – Conclusion of the Agreement

1. The Agreement shall be concluded at the time that CROP receives the engagement letter signed by CROP and the Client. The parties shall be free to prove that the Agreement was concluded in another manner.
2. The Agreement shall be entered into for an indefinite period, unless the content, nature or intention of the Engagement stipulates that it is entered into for a definite period.
3. Contrary to the provisions of paragraph 1, the Agreement shall be concluded only after the Client has complied with its obligation to provide information to CROP resulting from the Act on the Prevention of Money Laundering & Terrorist Financing (in Dutch: Wwft) and/or any similar legislation and regulations that will apply in the future.

Article 4 – Client data

1. The Client shall be obliged to provide in a timely manner and in the required format and required manner all Documents, which according to its opinion CROP will need for providing the Services correctly. CROP will determine what must be taken to mean by the required form, the required manner and a timely manner.
2. The Client shall guarantee the accuracy, completeness, reliability and legitimacy of the Documents provided by the Client, even if these Documents originate from third parties, in as far as it does not ensue otherwise from the nature of the Engagement.
3. In case CROP electronically transmits information of and on behalf of the Client to third parties, the Client shall be considered the Party that has signed and transmitted the information concerned. The Client shall guarantee the accuracy, completeness and reliability of the electronically transmitted information referred to above.
4. CROP shall be entitled to suspend Services until the Client has fulfilled its obligations referred to in the first and second paragraphs.

5. The Client shall ensure that CROP will be informed immediately about facts and circumstances that may be relevant for providing the Services correctly, including but not limited to changes in the legal structure and/or control structure within the Client and/or the group to which the Client belongs.
6. If the Client does not provide the Documents needed for providing the Services on time and/or accurately, resulting in additional costs, extra hours as well as any other damage or loss incurred by CROP, these additional costs, extra hours and damage or loss shall be at the expense of the Client.

Article 5 – Provision of Services

1. CROP shall execute the Engagement to the best of its abilities and with due observance of the applicable legislation and Professional regulations. After the conclusion of the Agreement CROP shall be entitled to amend the execution of the Engagement, if the applicable legislation and Professional regulations would require such. CROP shall not be obliged to keep the Client informed about amendments in the legislation and regulations that relate to the Services and come into effect after executing the Services.
2. CROP determines in which manner the Engagement will be executed and by which Employee(s).
3. Should the Client wish to involve third parties in the execution of the Engagement, the Client will only do so in agreement with CROP. CROP is entitled to involve third parties in the execution of the Engagement, unless otherwise agreed explicitly and in writing.
4. CROP may provide Services beyond the scope of the Engagement and charge these to the Client, if these Services result from any legislation or Professional regulations applicable to the Engagement.
5. If CROP provides Services at the site of the Client, the Client shall ensure a suitable workplace that complies with the statutory occupational health and safety standards and all other relevant regulations that apply to working conditions. In that case, the Client should provide office space and other facilities, which CROP deems necessary or useful for execution of the Engagement and that comply with all applicable statutory requirements. Regarding the facilities / computer facilities provided, the Client shall be obliged to ensure continuity by means of adequate backup, security, virus-protection procedures, etc.

Article 6 – Electronic communication

1. During the execution of the Engagement the Client and CROP can communicate with each other by means of electronic resources and/or make use of electronic storage (including but not limited to cloud storage), networks, applications or other electronic systems.
2. In case of doubt regarding the content or transmission of electronic communication, the data extracts from CROP's computer systems shall be decisive.
3. CROP shall not be liable for any loss or damage incurred by the Client due to the use of electronic means of communication, including but not limited to loss or damage due to non-delivery or delay in delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/hardware used for sending, receiving or processing electronic communication, transmission of viruses, and non-functioning or not properly functioning of the telecommunication network or other means required for electronic communication, except for loss or damage that is the result of gross negligence or intent by CROP.
4. In addition to the previous paragraph, CROP shall not be liable for any damage resulting from or in connection with drafting, filing and/or issuing electronic documents based on prescribed methods and/or applications, including but not limited to formats or portals of third parties.

Article 7 – Confidentiality

1. CROP shall be obliged to handle the Client's confidential Documents provided by or on behalf of the Client towards third parties that are not Clients involved in the execution of the Services in confidentiality. This obligation does not apply if CROP is obliged to publish information pursuant to law, any regulation of a supervising body to which CROP is subjected, Professional regulation applicable to CROP or its Employees, a binding decision by a court or a government body, and/or if publication is required in the context of professional standards.

2. The Client agrees that CROP shall process confidential information and personal data regarding the Client and/or persons, who work/worked at or for the Client or are connected to the Client, and its customers or third parties, including sharing these details with associated CROP entities.
3. The obligation included in the first paragraph does not apply if said information is already or will become publicly disclosed, unless such disclosure results from unauthorised disclosure by CROP. In addition, the aforementioned obligation shall not affect CROP's right to submit the Documents referred to in the first paragraph to its external advisors, including insurers, subject to equal confidentiality obligations. Furthermore, CROP shall be entitled to mention to potential Clients the name of the Client and an outline of the Services rendered in order to indicate CROP's experience. CROP shall also be entitled to use the numerical results obtained from processing for statistical or comparative purposes on condition that these results cannot be traced to individual Clients.
4. CROP shall not be entitled to use the Documents provided by the Client for purposes other than the one(s) for which the Documents was/were obtained, unless CROP and/or its Employees act on their own behalf in a complaint or disciplinary, criminal, administrative, fiscal or civil proceedings in which the information might be important.
5. Unless with CROP's prior written consent, the Client shall not disclose the Engagement letter and its content, reports, advice or other representations of CROP or parts thereof (whether or not in writing) to third parties, if such statements were not drafted or made with the intention to provide third parties with the information contained in these statements. The aforementioned shall apply except in case of a legal obligation to provide or publish these statements. Furthermore, the aforementioned shall not apply if the Client wants to provide or publish this information to its external advisors under equal confidentiality obligations.
6. CROP and the Client shall impose their obligations pursuant to this article on the third parties that they engage.
7. In case the Client violates the provisions of Article 7, paragraph 5, the Client shall forfeit to CROP an immediately payable penalty of €25,000, which is not subject to mitigation, without warning or notice of default and without prejudice to CROP's right to full compensation of loss or damage.

Article 8 – Intellectual property

1. CROP reserves all rights related to intellectual property rights. All intellectual property rights that CROP uses or has used and/or develops or has developed during the execution of the Engagement by the Client, or resulting from such execution, belong to CROP.
2. The Client is explicitly prohibited to multiply, publish or utilise products in which intellectual property rights of CROP are vested and/or products in which intellectual property rights are vested of which CROP has obtained the rights of use, including in this context but not limited to computer applications, system designs, procedures, advices, Agreements/ model Agreements, reports, templates, macros and other intellectual products in the widest sense
3. The Client is not permitted to provide third parties with the products mentioned in the first paragraph without the prior written approval of CROP in a different manner other than for obtaining an expert opinion regarding the execution of the Services by CROP. In such cases, the Client shall impose its obligations pursuant to this article on the third parties it engages.
4. For providing the Services for the Client and/or CROP's other clients, CROP shall be entitled to use and to further develop the knowledge, experience and general skills that CROP has obtained resulting from providing the Services.
5. In case the Client shall violate the prohibition included in this article, the Client shall forfeit to CROP an immediately payable penalty of €25,000, which is not open to mitigation, without prejudicing CROP's right to demand compensation.

Article 9 – Periods

1. If the Client and CROP have agreed to a period/date within which the Engagement should be executed and the Client neglects (a) to make an advance payment, if agreed, or (b) to provide the necessary Documents on time, complete and in the required format and manner, the Client and CROP shall enter into consultation regarding a new period/date within which the Engagement should be executed. The aforementioned shall not affect CROP's right to suspend execution of the Engagement referred to in Article 4, paragraph 4.
2. Periods/terms within which the Services should be completed shall be deemed to be a final deadline only if the Client and CROP have agreed to this explicitly and in writing.

3. Unless it has been established that execution of the Engagement is permanently impossible, the Client does not have the right to dissolve the Engagement due to a deadline being exceeded, unless CROP does not or does not fully execute the Engagement within a reasonable period of which CROP has been notified in writing after expiry of the agreed deadline. In such event, the Client has the right to dissolve the Agreement in accordance with Article 6:265 of the Dutch Civil Code.

Article 10 – Fee and costs

1. If no fixed fee has been agreed upon, the Services provided by CROP shall be charged to the Client based on the time spent and the costs incurred. Payment of the fee shall not depend on the results of the Work Activities unless otherwise agreed. Travel time and accommodation costs shall be charged accordingly.
2. If a success fee has been agreed upon, such fee shall also be owed if the Engagement was not completed according to the original scope, but the transaction was completed in such a manner that the Client's objectives were achieved in a similar manner. In case the Engagement is (prematurely) terminated, the Client shall nevertheless owe the success fee to CROP if a transaction is completed with a party, which was directly or indirectly introduced by CROP, within three (3) year after termination of the Engagement.
3. In addition to the fee, the costs incurred by CROP and the invoices of third parties engaged by CROP shall be charged to the Client. If required by law, value-added/turnover tax shall be charged separately over all amounts owed by the Client to CROP.
4. CROP shall be entitled to require an advance payment from the Client.
5. The amount invoiced by CROP can deviate from previous estimates or quotations, unless a fixed fee has explicitly agreed upon in writing.
6. If the fee or prices are subject to change after the conclusion of the Agreement but before the Engagement has been fully executed, CROP shall be entitled to adjust the agreed rate(s) accordingly, unless the Client and CROP have agreed otherwise in writing.

Article 11 – Payment

1. Unless agreed otherwise, payment by the Client of the amounts owed to CROP must be made within fourteen days after the invoice date and without the Client having any right to any deduction, reduction or setoff. The day of payment shall be the day the amount is credited to the account of CROP.
2. Complaints or objections with regard to the amounts invoiced shall not suspend the payment obligations of the Client.
3. If the Client has not paid on the day within the period referred to in the first paragraph, the Client shall be deemed in default by operation of law and CROP shall be entitled to charge the statutory (commercial) interest (in Dutch: wettelijke (handels)rente) as of this day.
4. If the Client has not paid within the period mentioned in the first paragraph, the Client shall be obliged to compensate CROP for all the incurred judicial and extrajudicial cost/collection costs on the understanding that the incurred costs shall be at least 15% of the outstanding amount with a minimum of €250 excluding value-added/turnover tax. The reimbursement of the costs incurred will not be limited to any order to pay costs determined by the court.
5. In case of a joint Engagement, the Clients shall be jointly and severally liable for payment of the invoice amount(s) and the interest(s) and costs owed.
6. At all times, the Client shall be obliged to furnish security/additional security immediately at the first request of CROP in a form to be determined by CROP, inter alia, if in the opinion of CROP the financial position or the payment record of the Client provides grounds for this and/or if the Client fails to pay an advance or an invoice within the set payment period. If the Client fails to furnish the required security, CROP shall be entitled to suspend further execution of the Agreement without prejudice to its other rights and all amounts owed by the Client to CROP for whatever reason shall be immediately due and payable.

Article 12 – Complaints

1. CROP should be notified in writing by the Client about complaints regarding the provided Services and/or the invoice amount(s) within 30 days of dispatch of the Documents to which the complaint relates and/or within 30 days after the discovery of the shortcoming, if the Client demonstrates that it could not reasonably discover the shortcoming earlier.
2. Complaints referred to in the first paragraph shall not suspend the payment obligation of the Client.

3. In case of a legitimate complaint, CROP shall have the choice between adjusting the charged a, rectifying or re-executing the rejected Services free of charge, or to no longer execute or not to execute the entire or partial Engagement against restitution in proportion to the fee that the Client has already paid.

Article 13 – Right of suspension

1. CROP shall be entitled, after carefully balancing of interests, to suspend the fulfilment of its obligations, including the handing over of Documents or other items to the Client or third parties, up to the time that all due and payable claims against the Client have been paid in full.
2. The first paragraph does not apply to the Client's Documents that have not/not yet been processed by CROP.

Article 14 – Premature termination of the Engagement

1. At all times, the Client and CROP may terminate/may prematurely terminate the Agreement with due observance of a reasonable notice period.
2. Termination shall be made in writing.
3. Both the Client and CROP shall be entitled to dissolve the Agreement only if:
 - a. the other party shall attributable fail to comply with an essential obligation pursuant to the Agreement and the other party shall be in default therefrom (as referred to in Article 6:81 of the Dutch Civil Code).
 - b. the other party is not able to pay its debts.
 - c. a trustee, administrator or liquidator has been appointed.
 - d. the other party reschedules its debts.
 - e. required pursuant to applicable laws and/or (Professional) regulations.
4. In the event the Client has (prematurely) terminated the Engagement, CROP shall be entitled to compensation for the capacity loss incurred and substantiated on its part as well as compensation for additional costs incurred by CROP and costs resulting from any cancellation of engaged third parties (such as - inter alia – any costs regarding subcontracting)

Article 15 – Expiry period

Unless these General Terms & Conditions stipulate otherwise, the rights of action and other rights of the Client of whatever nature with respect to the provision of Services by CROP shall expire after one (1) year from the date on which the Client became aware or should reasonably have become aware of the existence of such rights.

Article 16 – Liability and indemnity

1. The Client shall exercise any rights of action and recourse only against CROP and not against Employees of CROP.
2. CROP shall not be liable for any consequential damage, trading loss or indirect damage resulting from any failure by CROP to perform, perform in a timely manner or perform accurately.
3. CROP shall not be liable for damage or loss caused by third parties that are engaged by CROP. CROP shall observe due care when it engages third parties.
4. CROP shall not be liable for damage or loss to the Client due to the Client having provided CROP with inaccurate or incomplete Documents.
5. The Client shall bear the risks in matters of damage to or loss of Documents, which are stored at CROP or third parties, or damage to or loss of Documents during transport or dispatch, regardless of whether or not the Client had commissioned such storage, transport or dispatch.
6. CROP shall only be liable towards the Client for damage or loss that is the direct result of attributable shortcomings or a series of related attributable shortcomings in executing the Engagement. This liability shall be limited to the amount, which shall be paid for the matter concerned according to the liability insurer, increased by any excess to be borne by CROP under the insurance cover.
7. If – for whatever reason – the liability insurer does not pay out, the liability of CROP shall be limited to a maximum of three (3) times the amount of the fee charged for executing the Engagement. If the Engagement concerns a continuing performance Agreement with a term of more than one (1) year, the limitation of the aforementioned amount shall be three (3) times the amount of the fee charged to the Client in the twelve (12) months prior to the damage or loss arising in connection with the Engagement. In any case and based on this paragraph of this article, the total compensation of the damage or loss shall not exceed €200,000 per attributable shortcoming unless – in view of the scope of the Engagement or the risks related to the Engagement – the Clients

have reasons to deviate from this maximum at the time of conclusion of the Agreement. A series of related attributable shortcomings shall be considered a single attributable shortcoming.

8. The liability limitations mentioned in the sixth and seventh paragraph shall apply in full in case of liability towards multiple Clients. In such event, CROP shall pay all Clients jointly not more than the maximum amount that shall be paid out for the matter concerned according to the liability insurer of CROP, increased by any excess to be borne by CROP under the insurance cover (paragraph 6), or three (3) times the amount of the fee charged to the Clients or – in case of a continuing performance Agreement – three (3) times the amount of the fee charged to the Clients in the twelve (12) months prior to the damage or loss arising in connection with the Engagement with a maximum of €200,000 (paragraph 7).
9. The liability limitations set out in this article shall not apply, if and as far as there is evidence of intention (in Dutch: opzet) or conscious recklessness (in Dutch: bewuste roekeloosheid) by CROP or its executive management.
10. The Client shall indemnify CROP against claims by third parties due to damage or loss due to the Client not having provided CROP with Documents or has provided inaccurate or incomplete Documents.
11. The Client shall indemnify CROP against claims by third parties (including CROP's Employees and third parties engaged by CROP) that suffer damage or loss in connection with execution of the Engagement, resulting from actions or failures of the Client or resulting from unsafe situations in the Client's company or organisation.

Article 17 – Confidentiality, safekeeping and ownership of the file

Relating to the Engagement, CROP will keep a file. CROP will take appropriate measures to guarantee the confidentiality and safekeeping of the file and to store the files during a period in accordance with professional standards and laws and (Professional) regulations. The files are the property of CROP.

Article 18 – Waiver of rights

Non-enforcement of any right or power shall not affect or limit any right or power of CROP under this Engagement. The waiver of any right or power laid down in or ensuing from any provision or condition of the Engagement must be given explicitly in writing.

Article 19 – Applicable law and jurisdiction

1. Dutch law shall govern the Agreement.
2. All disputes shall be settled by the competent court in the district in which CROP is established.
3. The clauses in paragraphs 1 and 2 of this article shall not affect the possibility to submit a complaint to CROP itself and/or – if and as far as applicable – to submit a dispute to the disciplinary body of the professional organisation of which the Employee is a member.

Article 20 – Repair clause

1. If any of the provisions of these General Terms & Conditions or the underlying Engagement/Agreement might be wholly or partially null and void and/or invalid and/or unenforceable as a result of any statutory regulation, judicial decision, or otherwise, this will have no consequences whatsoever for the validity of these General Terms & Conditions or the underlying Engagement/Agreement.
2. If a clause of these General Terms & Conditions or the underlying Agreement/Engagement might not be valid for a reason referred to in the previous paragraph, but would be valid if it would have a more limited scope or purport, such clause shall automatically be valid with the most far-reaching or largest limited scope or purport with which or in which it would be valid.
3. Subject to the clause in paragraph 2 and if so required, the parties can consult each other in order to agree upon new clauses, which shall replace the void and/or invalid clauses, while maintaining as much as possible the objective and the purport of the void and/or invalid clauses.

Amersfoort, the Netherlands, 12 September 2017

This document is a translation. In the event of any dispute as to the interpretation of any of these conditions, the official Dutch language version shall prevail.