

GENERAL TERMS AND CONDITIONS RESOR N.V.

1. These general terms and conditions apply to all assignments to Resor N.V. (**RESOR**). Persons authorized by RESOR to accept assignments on its behalf shall hereinafter be referred to as “partner”.
2. All client assignments are considered to have been given to RESOR, also in the event that it is the explicit or implicit intent that the assignment be performed by a specific person affiliated to RESOR. Article 7:404 of the Dutch Civil Code shall not apply. The term “person affiliated to RESOR” includes: employees, advisors, partners and shareholders of RESOR.
3. If in connection with the performance of a client assignment, an event should occur which leads to the liability of RESOR, such liability shall be limited to the amount or amounts paid out, if any, under RESOR’s professional liability insurance including RESOR’s deductible as stated under this insurance. Such event shall also include a failure to act. In the event that, by or in connection with the performance of a client assignment or otherwise, damage, for which RESOR is liable, is caused to persons or property, such liability shall be limited to the amount or amounts covered by third-party indemnity insurance including RESOR’s deductible as stated under this insurance.
4. Each claim for damages will lapse one year after the start of the day, following the day on which the client has become known with the damages and with RESOR as liable party.
5. In the event that RESOR engages a non-affiliated person in connection with the performance of a client assignment, RESOR shall not be liable to the client for any errors of such person. By giving an assignment to RESOR, the client authorizes RESOR to accept on the client’s behalf any limitation of liability requested by such non-affiliated person.
6. If in connection with the performance of a client assignment a third party claims damages from RESOR, the client shall compensate RESOR for all costs related thereto, including legal costs, penalties and damages that RESOR is ordered to pay, except to the extent that RESOR is reimbursed for such costs under an insurance policy.
7. The limitation of liability and rights to compensation contained in these general conditions also apply to each person affiliated to RESOR, persons affiliated to RESOR in the past and to successors under universal title of succession of such persons. The aforementioned persons may invoke these general terms and conditions.
8. As a result of applicable regulations (including The Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*)) RESOR is obliged to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By giving an assignment to RESOR, the client confirms to be aware thereof and, to the extent necessary, to consent thereto.
9. The relationship between RESOR and its clients shall be governed by Dutch law. Any disputes between RESOR and a client shall be exclusively decided upon the competent court in Amsterdam, the Netherlands.
10. These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising as to the contents or purport of these general terms and conditions, the Dutch language version shall prevail.

