

SECURITIES INFO NETHERLANDS B.V. GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1 These general terms and conditions apply to every offer and quotation made by Securities Info Netherlands B.V. or its Group Companies (hereinafter referred to as "**SecuritiesInfo**"), every instruction given by Client and every agreement between SecuritiesInfo and a Client in relation to placing Notices on www.securitiesinfo.com, (hereinafter referred to as "**Agreement**"), as well as to other work and services performed by SecuritiesInfo in that context. The general terms and conditions form an integral part of the Agreement.
- 1.2 Client accepts the applicability of these general terms and conditions. Any purchase or other terms and conditions of Client or a third party shall not apply, and SecuritiesInfo expressly rejects any application thereof.
- 1.3 Any deviation from these general terms and conditions shall be valid only if such has expressly been agreed in writing.
- 1.4 In the event that one or more provisions in these general terms and conditions is invalid or invalidated, the remaining provisions in these general terms and conditions shall remain unimpaired. SecuritiesInfo and Client shall in that case consult with each other in order to agree upon a new provision or provisions to replace the invalid or invalidated provision or provisions, whereby the purpose and meaning of the original provision or provisions shall be adhered to as much as possible.

2. PRIORITY

- 2.1 Every offer and quotation made by SecuritiesInfo, every instruction issued by Client and every Agreement, as well as other work and services performed by SecuritiesInfo in that context, shall also be subject to the following:
 - (a) the terms and conditions stated in the relevant Agreement;
 - (b) the provisions and conditions as stated on the relevant SecuritiesInfo websites.

These terms and conditions form an integral part of the Agreement.

- 2.2 In the event of any conflict between the various applicable terms and conditions, precedence shall be given to, in diminishing order of importance: (i) the specific terms and conditions agreed by the parties in a concrete Agreement, as referred to in Article 2.1(a), (ii) these current terms and conditions and (iii) the remaining terms and conditions referred to in Article 2.1 (b) in diminishing order of importance.

3. DEFINITIONS

- 3.1 The definitions in these terms and conditions that begin with a capital letter have the following meaning (whether in singular or plural form):
 - (a) **Group Company**: a group company as defined by Article 2:24b of the Civil Code.
 - (b) **Notice(s)**: company notices of whatever nature including, but not restricted to, notifications and announcements, that are published on www.securitiesinfo.com.

- (c) **Client:** the natural or legal person who issues an instruction to SecuritiesInfo in relation to the placing of a Notice. The term "Client" also includes the person who acts directly or indirectly on behalf of the aforementioned natural or legal person.
- (d) **Agreement:** has the meaning given to it in Article 1.1 of these general terms and conditions.
- (e) **Website:** the entirety of SecuritiesInfo web pages, software and databases on which or via which the Notices are published.

4. CONCLUSION OF THE AGREEMENT

- 4.1 Every offer and quotation made by SecuritiesInfo is free of obligation. SecuritiesInfo reserves the right to refuse an instruction from Client without stating any reason. An agreement shall only be concluded through the signing of the agreement by SecuritiesInfo or by virtue of the actual implementation by SecuritiesInfo of an instruction from Client.
- 4.2 All the information contained in offers and quotations made by SecuritiesInfo in relation to its products and services, including but not restricted to prices, is issued to the best of its knowledge and is therefore not binding. The information mentioned in an Agreement shall take precedence.

5. DURATION OF THE AGREEMENT

- 5.1 The date on which the Agreement enters into force is the date stated in the Agreement or, if no such date is stated, the date on which SecuritiesInfo first implements an instruction from Client.
- 5.2 If it is sufficiently established what the tasks to be performed by SecuritiesInfo are in terms of extent and time, the Agreement shall end when such tasks have been completed.
- 5.3 In all other cases, the Agreement shall end when the agreed duration of the contract has lapsed. In the absence of any agreed contract duration between the parties, the Agreement shall be automatically extended for an indefinite period.

6. OBLIGATIONS OF THE PARTIES

- 6.1 Client shall provide SecuritiesInfo in good time with all useful and necessary data or information that is needed for the proper implementation of the Agreement, including the prompt, complete and accurate delivery of Notices, and shall lend all necessary cooperation. In doing so, Client shall comply with any instructions issued by SecuritiesInfo and established guidelines. Client guarantees the accuracy and completeness of the data or information supplied by him.
- 6.2 Client shall ensure that the relevant data for placing Notices shall be supplied promptly and that they will be complete and accurate.
- 6.3 SecuritiesInfo shall place Notices supplied by Client on its Website as quickly as possible. SecuritiesInfo shall make every effort to place Notices supplied by Client before 20:00 on its Website no later than the following working day. SecuritiesInfo shall not in any way be held liable if a Notice or Notices has/have not been placed on the Website within the aforementioned period of time.
- 6.4 SecuritiesInfo shall make every effort to ensure that the Website is available for authorised visitors. SecuritiesInfo does not guarantee that all of the Website will be available at all times, without interruption. SecuritiesInfo reserves the right to (i) block the Website without warning or to put it out of use for the purpose of maintenance of or alterations or improvements to same and (ii) to amend, expand, remove or otherwise alter parts of the Website without warning. SecuritiesInfo accepts no

liability for any damage resulting from the unavailability, temporary or otherwise, of the Website, regardless of the cause of such unavailability. SecuritiesInfo does not guarantee that the Website is free of errors, defects or computer viruses, Trojan horses, worms, time bombs or other software that is intended to affect (adversely or otherwise) computer systems.

- 6.5 The risk of misunderstandings with regard to the content and implementation of the Agreement shall be borne by Client, if such misunderstandings are caused by the failure by Client or the party or parties acting on his behalf, to supply instructions, Notices, placement information or other notifications to SecuritiesInfo either at all or on time, or if such are inaccurate or incomplete.

7. NOTICES

- 7.1 SecuritiesInfo is not responsible for the content of Notices. Client guarantees that every Notice shall not be wrongful or harmful to third parties or SecuritiesInfo. In particular, Client guarantees that every Notice (i) is in compliance with all applicable laws and regulations and with the generally accepted norms and codes of conducts of the industry, (ii) is accurate, complete and up to date, (iii) is free of computer viruses, Trojan horses, worms, time bombs and other software that is intended to affect (adversely or otherwise) and (iv) is not in breach of the intellectual property or other rights of SecuritiesInfo or third parties and is otherwise not wrongful or harmful to SecuritiesInfo or third parties.
- 7.2 Client shall indemnify SecuritiesInfo, and any third parties working on their behalf, against any damage that SecuritiesInfo may suffer as a result of claims instigated by third parties against SecuritiesInfo in connection with or in relation to the Agreement or the implementation thereof. This indemnification shall apply to, among other things, any claim made by third parties relating to alleged breaches of copyright held by such third parties or breaches of the private life of such third parties.
- 7.3 SecuritiesInfo reserves the right at all times to refuse to place Notices or to alter their content or design as it sees fit or to remove Notices already placed, without the Client gaining any right to compensation at all. The reason for this could be, for example, that a Notice is in breach of these general terms and conditions or the prevailing laws and regulations of the Netherlands, or that there may be technical objections, or that the Notice submitted is rejected on the grounds of its content, nature, tone or layout.

8. INTELLECTUAL PROPERTY

- 8.1 All intellectual property and other rights, including but not restricted to copyright and database rights, on the Website and other software made available by SecuritiesInfo, files (including address lists), materials (including software) and information, rest exclusively with SecuritiesInfo or its licensors. Client shall be entitled solely to the right of use as granted in these general terms and conditions and by force of law. Client shall have no other right that extends beyond this right.
- 8.2 By placing Notices, placement information, texts, images, sounds, databases or other files, software or other information or materials on the Website or by otherwise making same available to SecuritiesInfo, Client grants SecuritiesInfo worldwide, perpetual, transferable, non-exclusive royalty-free permission to use such information and materials, including but not restricted to the publication, reproduction or any kind of exploitation of this information on the Website. Client guarantees that he is authorised to grant such permission. SecuritiesInfo shall not be bound to keep the information and materials in question secret.

9. RATES

- 9.1 The rates applied by SecuritiesInfo at the time of the conclusion of the Agreement and which are included in the Agreement shall apply to every Notice.
- 9.2 SecuritiesInfo reserves the right to revise the rates. If any such rate revision is also applied to instructions or any parts thereof that have already been issued but not yet placed or confirmed, Client shall be entitled to cancel those parts of the instruction that have not been placed or confirmed without any extra payment.
- 9.3 All rates are in euros and are exclusive of VAT unless expressly stated otherwise.

10. PAYMENT

- 10.1 Client is bound to pay invoices within fourteen (14) days of the invoice date. Client is not authorised to apply any discount or withhold any part of the due payment. Client does not have the right to offset or suspend payment.
- 10.2 If Client has authorised payments to be made by direct debit, he is obliged to ensure that there are sufficient funds in the relevant bank account to allow the direct debit to be made. Should it not prove possible for the direct debit to be made for whatever reason, the amount payable by Client shall be immediately payable in full after the impossibility of collecting payment by direct debit has been established.
- 10.3 SecuritiesInfo is entitled to request advance payments or guarantees in respect of payments if, in the judgement of SecuritiesInfo, circumstances make it necessary, or threaten to make it necessary. SecuritiesInfo is entitled to suspend its services until such a request for an advance payment or guarantee has been complied with.
- 10.4 In the event that payment has not been made by the due date, Client shall be in default *de jure*. Notwithstanding its other rights, SecuritiesInfo shall from that moment be entitled to charge the current statutory rate of interest, as stipulated on Article 6:119a of the Civil Code, and to suspend its services. If it has been agreed that payment shall be in instalments, the late payment of any instalment shall render all outstanding instalments immediately payable. In that case, SecuritiesInfo is entitled to suspend its services until every instalment has been paid. Should SecuritiesInfo decide to take measures to enforce the collection of payments, the associated costs thereof, both in and out of court, shall be payable by Client. The costs shall be equivalent to at least fifteen per cent of the outstanding amount.
- 10.5 SecuritiesInfo may make the resumption of services after they have been suspended subject to financial and other terms and conditions, including the payment of a fee for the reactivation of the services.

11. PREMATURE TERMINATION

- 11.1 A party has the right to terminate the Agreement in writing without judicial intervention if the other party, having received a written demand to rectify a shortcoming within a reasonable period of time, continues to fail to fulfil its obligations pursuant to the Agreement after the said period of time has elapsed.
- 11.2 A party has the right to terminate the Agreement in writing without judicial intervention if the other party is declared bankrupt, applies for suspension of payments or ceases operations. Article 7:408 paragraph 1 and 2 of the Civil Code shall not apply, to the extent that this is legally permitted.

- 11.3 SecuritiesInfo is entitled to terminate the Agreement in writing without judicial intervention if it stops the Website to which the Agreement relates.
- 11.4 SecuritiesInfo shall not be obliged to pay any damages or reimbursement to Client in the event of any of the aforementioned termination options being exercised.
- 11.5 Cancellation by Client of any instruction or reservation is not possible unless parties have expressly agreed otherwise and on the period of time within which such a cancellation may be made. In that case, cancellation is possible only within said period. In the event of a cancellation being made within said period by Client, SecuritiesInfo may decide to return any fee already paid to Client.

12. FORCE MAJEURE

- 12.1 In case SecuritiesInfo is unable to carry out the Agreement through force majeure, SecuritiesInfo has the right to suspend the operation of the Agreement for the duration thereof, or to terminate the Agreement to the extent that it relates to the implementation of any particular Notice, without any obligation to pay damages to Client. In such cases, SecuritiesInfo is obliged to inform Client of said force majeure as soon as possible and to express its views on the aforementioned choice.
- 12.2 The definition of force majeure includes shortcomings by third parties engaged by SecuritiesInfo, and interruptions or disruptions to the power and/or telecommunication facilities (including the servers of the relevant Website).
- 12.3 If the period of force majeure as described in Article 12.1 lasts for a period of longer than two (2) months, Client is entitled to terminate the Agreement.

13. LIABILITY AND COMPLAINTS

- 13.1 The liability of SecuritiesInfo in respect of an attributable shortcoming or wrongful act shall at all times be no more than the amount that Client has paid to SecuritiesInfo under the terms of the relevant agreement.
- 13.2 SecuritiesInfo shall never be liable for any indirect damage, including consequential damage, loss of profit, missed savings, effect on market value, damage through stagnation in company productivity or damage through loss of data. Any other form of liability that extends beyond that stated in these terms and conditions is expressly excluded.
- 13.3 Any complaints regarding the placing of a Notice on the Website should be brought to the notice of SecuritiesInfo in writing no later than thirty (30) days of the publication of such Notice. Complaints submitted after this period will not be considered.
- 13.4 If a Notice is placed and/or is visible in a way that is not in accordance with agreements in the Agreement, Client may – subject to the decision of SecuritiesInfo – only be entitled to the re-placing of the Notice to the extent that (i) it can be reasonably considered that the Notice does not serve its purpose and (ii) the risk from the relevant damage is not to be borne by Client, as defined elsewhere in these general terms and conditions.

14. PROVISION OF INFORMATION AND CONFIDENTIALITY

- 14.1 Client guarantees that all the information, including but not restricted to company and bank information, that is needed for the implementation of the Agreement, shall be complete, accurate and up to date.

14.2 Client shall not in any way disclose any knowledge gained by him in connection with the conclusion or implementation of this Agreement to any third party. The previous sentence shall not apply to the extent that disclosure is obligatory pursuant to the law, any rule of a government-recognised stock exchange, a binding court judgement or a binding decision of any other government body. Client shall, as far as possible, consult with SecuritiesInfo in advance of any such disclosure about the form and content thereof.

15. PRIVACY

15.1 Client guarantees that in relation to the Agreement he will act entirely in accordance with all applicable laws and regulations covering the protection of personal data. Client shall indemnify SecuritiesInfo against all claims by third parties in connection with any damage that is caused, either wholly or in part, by failure to comply with said laws and regulations.

15.2 SecuritiesInfo processes personal data of Clients and his representatives. The data will be used for the implementation of the Agreement and in order to inform said persons about similar SecuritiesInfo products and services. If the persons concerned do not wish to receive said information, notice may be given in writing to: Securities Info Netherlands B.V., Herengracht 180, 1016 BR Amsterdam, The Netherlands or by e-mail: info@securitiesinfo.com.

16. COMPETENT COURT AND APPLICABLE LAW

16.1 Any disputes arising from the Agreement concluded with SecuritiesInfo shall be settled solely by the competent court in Amsterdam.

16.2 These general terms and conditions, as well as offers, quotations, instructions and Agreements between SecuritiesInfo and Client, and also other work and services performed and provided by SecuritiesInfo in that context are subject to the laws of the Netherlands only.

17. MISCELLANEOUS

17.1 These general terms and conditions may be amended by SecuritiesInfo at any time. SecuritiesInfo therefore advises that the general terms and conditions be viewed on a regular basis at <http://www.securitiesinfo.com>.