

General Terms and Conditions of Whitebridge Consulting B.V.

1. Whitebridge Consulting B.V. is a limited liability company (besloten vennootschap) incorporated under de laws of the Netherlands with registered office in Rotterdam.
2. Whitebridge Consulting B.V. provides advice in the broadest meaning of the term, regarding organization advice and more in particular in the field of IT Strategy and Sourcing.
3. The Advice provided by Whitebridge Consulting B.V. and the work performed by Whitebridge Consulting B.V., are among others, depending on the support and information provided by the Client. Therefore Whitebridge Consulting B.V. can never guarantee the correctness and completeness of any advice. Notwithstanding any limitation of liability of Whitebridge Consulting B.V. elsewhere in these conditions or in a separate agreement, Whitebridge Consulting B.V. is not liable for any consequence due to the implementation of its recommendations or implementation of its activities.
4. These general terms and conditions apply to all work performed or to be performed by or on behalf of Whitebridge Consulting B.V. and to all legal relations of Whitebridge Consulting B.V. with third parties.
5. Whitebridge Consulting B.V. is the exclusive contracting party in respect of all (commissioned) work. Whitebridge Consulting B.V. can, if necessary in consultation with the Client, let third parties perform (a part of) the assignments, even in the event that it is the explicit or implicit intent that the assignment is performed by a specific person. The applicability of sections 7:404 and 7:407 of the Dutch Civil Code (Burgerlijk Wetboek) is expressly excluded.
6. Whitebridge Consulting B.V. strives to perform all tasks correctly and in a timely fashion. Whitebridge Consulting B.V. is dependent on the full, correct and timely cooperation of the Client for this correct and timely performance. In order to perform the assignment properly and on schedule as much as possible, the Client timely provides all necessary documents and data needed by Whitebridge Consulting B.V. This includes the posting of employees of the organization of the Client, who are (or will be) involved in the work of Whitebridge Consulting B.V. If Whitebridge Consulting requests so, the Client provides in consultation and if reasonable for the performance, on its own location a free private workspace with telephone and, if so desired, internet connection and access to the intranet site of the Client.
7. Whitebridge Consulting B.V. will as much as possible strive to follow the policy of the Client for the performance of an assignment, but it is only capable insofar as Client makes the relevant documents and information fully and accurately, with the necessary explanation, available to Whitebridge Consulting B.V.
8. Whitebridge Consulting can in consultation with the Client change the composition of the advisory team, if considered necessary for the performance of the assignment. The change may nor reduce the quality of the advisory services to be performed, nor may it effect the continuity of the assignment. Whitebridge Consulting B.V. shall cooperate as

much as possible with the Client in order to make the desired changes by Client possible.

9. Models, techniques, tools, including software, used for the performance of the assignment and that are included in the advice or research results, are and remain the property of Whitebridge Consulting B.V. Disclosure may therefore take place only after obtaining permission from Whitebridge Consulting B.V.
10. The Client has obviously the right to reproduce documents for use within its own organization, where appropriate within the purpose of the assignment. In case of premature termination of the assignment, the above applies mutatis mutandis.
11. Whitebridge Consulting B.V. is required to maintain the confidentiality of all information and data of the Client in relation to third parties. In the context of the assignment Whitebridge Consulting B.V. shall take all possible precautions in order to protect the interests of the Client. The Client shall not give communication to third parties regarding the approach of Whitebridge Consulting B.V., its methods and such or make its reporting available, without the permission Whitebridge Consulting B.V.
12. Any and all liability of Whitebridge Consulting B.V. in respect of any work performed or to be performed by, on behalf of or at the request of Whitebridge Consulting B.V. or otherwise relating to an assignment given to Whitebridge Consulting B.V., shall be limited to the amount of the fee that Whitebridge Consulting B.V. has received for its work in the context of the assignment. Such work shall also include a failure to act. For assignments lasting longer than six months, a further limitation of the referred liability applies to the maximum amount invoiced for the last six months prior to the incident.
13. Any claims by the Client in the sense meant here must be made within six months after discovering the damage, at failing the Client is deemed to have waived its rights.
14. Except in the event of willful misconduct or gross negligence on the part of Whitebridge Consulting B.V., the Client shall indemnify Whitebridge Consulting B.V. and hold Whitebridge Consulting B.V. harmless from and against all claims, demands and actions at any time made or brought by any third party against Whitebridge Consulting B.V. and which directly or indirectly result from or relate to the work performed or to be performed by, on behalf of or at the request of Whitebridge Consulting B.V. for the Client or otherwise relate to the assignment given by the Client to Whitebridge Consulting B.V., including without limitation any damages, costs and expenses incurred by Whitebridge Consulting B.V., in connection with any such claim, demand or action.
15. Unless otherwise agreed the Client shall pay to Whitebridge Consulting B.V. a fee which is calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates, as such rates shall be determined by Whitebridge Consulting B.V. from time to time. Furthermore the Client shall be obliged to pay to Whitebridge Consulting B.V. the out-of-pocket expenses paid by Whitebridge Consulting B.V. and a fixed compensation for kilometers for travelling within the Netherlands. All amounts due shall be increased by the turnover tax due thereof at the rate prevailing from time to time.

16. The invoices of Whitebridge Consulting B.V. must be paid within thirty (30) days from the invoice date. If an invoice is not timely paid Whitebridge Consulting B.V. has the right to charge interest on the unpaid amount at the statutory rate from the thirty-first (31th) day following the invoice date.
17. The Client shall within thirty (30) days after invoice date inform Whitebridge Consulting B.V. in writing about any complaints about the invoice and/or work which the invoice relates to. If the Client does not inform Whitebridge Consulting B.V. accordingly, the Client is deemed to acknowledge both the correctness of the invoice and the obligation of the Client to pay such invoice, and the Client is deemed to have waived its rights to complain about the invoice and/or work which the invoice relates to. The Client is not entitled to set off the payment of any invoice.
18. The relationship between Whitebridge Consulting B.V. and the Client shall be governed by Dutch law. The court of Rotterdam, The Netherlands, shall have exclusive jurisdiction over any dispute arising between Whitebridge Consulting B.V. and the Client. These general terms and conditions may be invoked not only by Whitebridge Consulting B.V. but also by any person engaged in the performance of a Client assignment. Same shall apply to former employees of Whitebridge Consulting B.V.
19. These general terms and conditions have also been made and stipulated in favor of the managing director and the shareholder of Whitebridge Consulting B.V., the managing director of such shareholder and all persons who work or have worked for Whitebridge Consulting B.V. as an advisor whether as a partner, employee or in any other capacity whatsoever.
20. These general terms and conditions have been drawn up in the Dutch language and in the English language. In the event of any dispute arising between the Dutch and the English version as to the content or applicability of these general terms and conditions, the Dutch version shall prevail.

Whitebridge Consulting B.V, is registered with the trade register in the Netherlands under the number 52975606.

July 2012