

## **GENERAL TERMS AND CONDITIONS**

### **HOEK EN BLOK CORPORATE FINANCE**

#### *Article 1*      **GENERAL**

In these general terms and conditions the following definitions apply:

- (a) Hoek en Blok Corporate Finance: the private limited company subject to Dutch law Hoek en Blok Corporate Finance B.V., with registered office in Sliedrecht and with places of business in Sliedrecht and Barendrecht, registered in the Chamber of Commerce under number 88363422;
- (b) Client: the natural or legal person that has given Hoek en Blok Corporate Finance the Engagement to perform Work;
- (c) Engagement or Agreement: the Agreement for Professional Services by which Hoek en Blok Corporate Finance undertakes to Client to perform Work stipulated by mutual agreement. Hoek en Blok Corporate Finance considers all Engagements as given exclusively to it, even if the express or tacit intention is to have an Engagement carried out by a specific person. The effect of Article 7:404 of the Netherlands Civil Code (Burgerlijk Wetboek), that regulates the latter case and the effect of Article 7:407 (2) of the Netherlands Civil Code, that establishes joint and several liability for cases where an Engagement is given to two or more people is excluded. An incidental Engagement may include the performance of Work for a specific, pre-determined period, or a combination of Work in order to achieve or obtain an intended result;
- (d) Work: the performance of services for clients of an administrative, organisational, economic, financial, tax and legal nature, all in the broadest sense of the word, but in any case including the Work specified in the Engagement confirmation;
- (e) Documents: all information or data made available by Client to Hoek en Blok Corporate Finance, whether or not on material and/or virtual data carriers and whether or not kept by third parties, as well as all data produced or collected for the performance of the Agreement/Engagement by Contractor, whether or not on material and/or virtual data carriers and whether or not kept by third parties, as well as all other information of any relevance for the performance or completion of the Engagement, whether or not on material and/or virtual data carriers.

#### *Article 2*      **APPLICABILITY OF GENERAL TERMS AND CONDITIONS**

- 2.1 These general terms and conditions shall apply to all Engagements or Agreements between Client and Hoek en Blok Corporate Finance, or their legal successors, as well as to all Agreements for Hoek en Blok Corporate Finance arising from and/or related thereto, as well as quotations and/or offers made as well as to the performance of the Work.
- 2.2 Where any codes of conduct or professional rules apply for Hoek en Blok Corporate Finance, these shall form part of the Agreement. The Client declares that he will always fully respect the obligations arising therefrom for Hoek en Blok Corporate Finance.
- 2.3 The applicability of the general terms and conditions of Client is explicitly rejected by Hoek en Blok Corporate Finance.

- 2.4 Deviations from, and additions to, these general terms and conditions shall only be valid if these are expressly agreed in writing, for example, a (written) Agreement or Engagement confirmation.
- 2.5 In the event that these general terms and conditions and the Engagement confirmation contain contradictory terms and conditions, the terms and conditions included in the Engagement confirmation shall apply.

### *Article 3* **COMMENCEMENT AND DURATION OF THE AGREEMENT**

- 3.1 The Agreement shall be concluded and commence at the time when the Engagement confirmation signed by Client is received back and is signed by Hoek en Blok Corporate Finance.
- 3.2 If the Engagement is given verbally, or if the Engagement confirmation has not (yet) been received back signed, the Engagement is deemed to have been concluded under these general terms and conditions at the time when on request of Client Hoek en Blok Corporate Finance has started the performance of the Engagement.
- 3.3 The Agreement is based on information provided by Client to Hoek en Blok Corporate Finance at this time.
- 3.4 The parties are free to provide evidence of the conclusion of the Agreement using all legal means.
- 3.5 The Agreement is entered into for an unlimited period unless it follows from the nature or purpose of the Engagement granted that this has been entered into for a limited period.
- 3.6 The Agreement shall substitute and replace all previous proposals, correspondence, agreements or other communication, whether in writing or verbal.
- 3.7 The parties are permitted to sign the Agreement as well as any amendments thereto electronically. Also, each of the parties is permitted to sign another copy of the same document. Amendments to the Agreement must be agreed by both parties in writing.

### *Article 4* **INFORMATION TO BE PROVIDED BY CLIENT**

- 4.1 Client shall be obliged to make available to Hoek en Blok Corporate Finance all data and Documents, which Hoek en Blok Corporate Finance in its reasonable opinion needs to promptly and correctly perform the Engagement granted, in the required form and manner.
- 4.2 Client shall ensure that Hoek en Blok Corporate Finance is immediately informed of facts and circumstances that may be important in relation to the proper performance of the Engagement.
- 4.3 Unless the nature of the Engagement suggests otherwise Client shall be responsible for the accuracy, completeness and reliability of the data and documents made available to Hoek en Blok Corporate Finance, even if these have come via or from third parties.
- 4.4 If (employees of) Hoek en Blok Corporate Finance perform(s) the Work on the Client's site, Client shall provide suitable office space that meets all the statutory Health and Safety standards and other applicable legislation and regulations relating to working conditions. Client shall ensure that on its request Hoek en Blok Corporate Finance is provided with office space and other facilities that in the opinion of Hoek en Blok Corporate Finance are necessary or useful to perform the Agreement and that meet all (statutory) requirements that may be laid down for this. This includes inter alia the use of computer, telephone and fax facilities. As regards (computer) facilities made available, Client shall be obliged to ensure continuity including by means of adequate back-up, security and virus checking procedures. Hoek en Blok Corporate Finance shall apply virus checking procedures made available when Hoek en Blok Corporate Finance uses the Client's facilities.

- 4.5 Unless the nature of the Agreement suggests otherwise Client shall call in or have called in the staff considered necessary by Hoek en Blok Corporate Finance to enable Hoek en Blok Corporate Finance to perform the Work. If specific staff are necessary this shall be agreed and recorded in the Agreement. Client shall ensure that his staff have the right skills and experience to be able to perform the Work.
- 4.6 Hoek en Blok Corporate Finance shall have the right to suspend the performance of the Agreement until the time when Client has met the terms and conditions set out in this Article.
- 4.7 Any extra costs and fees arising from the delay in the performance of the Engagement which has arisen due to the failure to make data, documents, facilities and/or staff available in time, properly or at all shall be for account of Client.

## Article 5 **PERFORMANCE OF ENGAGEMENT**

- 5.1 Hoek en Blok Corporate Finance shall carry out the Work to the best of its ability and with the due care expected of a professional practitioner. Hoek en Blok Corporate Finance cannot however guarantee that any intended result will be achieved.
- 5.2 If on account of its (statutory) duty of care Hoek en Blok Corporate Finance is obliged to perform additional work, it shall have the right to charge this to Client, even if Client has not explicitly given its consent for the performance of the additional work.
- 5.3 Hoek en Blok Corporate Finance shall have the right to have Work performed by third parties without notifying Client, or to use other experts for the performance of the Work.
- 5.4 If Client wishes to involve third parties in the performance of the Engagement, it shall only do so only after having reached agreement thereon with Hoek en Blok Corporate Finance. If Hoek en Blok Corporate Finance calls in or has to call in third parties for the performance of Work the costs of these third parties shall be charged to Client where Hoek en Blok Corporate Finance may apply a surcharge of 10%.
- 5.5 If during the Engagement, Work is performed which does not fall within the Work agreed in the Engagement confirmation, the notes relating to this in the records of Hoek en Blok Corporate Finance shall be deemed to be evidence of the assumption that this Work has been performed in an incidental Engagement of Client. These notes shall relate to interim consultation of Client and Hoek en Blok Corporate Finance.
- 5.6 Hoek en Blok Corporate Finance shall with regard to the Engagement maintain a work file containing copies of relevant documents, which is the property of Hoek en Blok Corporate Finance.
- 5.7 Client is aware that Hoek en Blok Corporate Finance inter alia, but not exclusively:
- a. pursuant to applicable legislation and (professional) regulations may be obliged to report to the authorities officially established for this purpose certain transactions, described in this legislation and these (professional) regulations and which have come to its knowledge during the performance of the Work;
  - b. pursuant to applicable legislation and (professional) regulations shall in certain situations have to give a fraud alert;
  - c. according to applicable legislation and professional regulations may be obliged to carry out an investigation into the (identity of) Client and/or client.
- 5.8 Hoek en Blok Corporate Finance excludes all liability for damage resulting for Client from the compliance by Contractor with legislation and (professional) regulations applicable for it.

*Article 6*      **DELIVERY DEADLINE**

- 6.1 If Client is required to make an advance payment or must make available information and/or materials required for the performance, then the period within which the Work shall be completed shall not be before the full payment has been received by Hoek en Blok Corporate Finance, or the information and/or materials has/have been fully made available to it.
- 6.2 Because the duration of the Engagement may be affected by all sorts of factors, such as the quality of the information provided by Client and the assistance provided, the periods within which the Work must be completed shall only be regarded as deadlines if this is agreed in writing.
- 6.3 The Agreement may not – unless it is established that performance is permanently impossible – be cancelled by Client because the deadline has been exceeded, unless Hoek en Blok Corporate Finance has also not or not fully performed the Agreement within a reasonable period notified in writing after expiry of the agreed delivery deadline. Cancellation is then permitted in accordance with Article 6:265 BW (Netherlands Civil Code).

*Article 7*      **INTELLECTUAL PROPERTY**

- 7.1 Hoek en Blok Corporate Finance reserves all rights, including but not limited to, the copyright and design right, with regard to intellectual products that it uses or has used and/or develops and/or has developed for the performance of the Agreement with Client, where legal rights may exist or be established on these products.
- 7.2 The Client is explicitly forbidden to duplicate and/or disclose or exploit these products, including computer programs, system designs, procedures, advice, contracts and other intellectual products of Hoek en Blok Corporate Finance, all in the broadest sense of the word whether or not with the involvement of third parties, with the aim of employing these products for use by third parties.
- 7.3 The Client is not permitted to remove or amend any label regarding copyrights, trademarks, trade names or other rights of intellectual or industrial property from the products of Hoek en Blok Corporate Finance, or other images.
- 7.4 Disclosure may only take place after obtaining the written consent of Hoek en Blok Corporate Finance. Hoek en Blok Corporate Finance shall of course have the right to duplicate the documents for use in its own organisation, where appropriate within the purpose of the Engagement. In case of premature termination of the Engagement the above shall apply accordingly.
- 7.5 In case of violation of the provisions of this Article Client shall forfeit to Hoek en Blok Corporate Finance an immediately payable penalty of € 500 for each day that Client is in violation, without prejudice to the right of Hoek en Blok Corporate Finance to claim compensation for the actual damage suffered.

*Article 8*      **FEE**

- 8.1 If no fixed fee has been agreed upon, the Work performed by Hoek en Blok Corporate Finance on the basis of time spent and costs incurred will be charged to the Client. Payment of the fee is not dependent on the result of the Work, unless otherwise agreed upon. Travel time and accommodation will be charged.
- 8.2 If a so-called success fee has been agreed, it shall also be payable by the Client if the Engagement is not realized in accordance with the original plan/intent, but the transaction is concluded in such a way that the Client's objectives are achieved in a comparable

- manner. In the event that the Engagement is terminated (prematurely), the success fee shall nevertheless be payable by the Client to Hoek en Blok Corporate Finance if within a period of three years after the termination of the Engagement a transaction is still concluded with a party directly or indirectly put forward by Hoek en Blok Corporate Finance.
- 8.3 In addition to the fee, expenses incurred by Hoek and Blok Corporate Finance and the invoices of third parties engaged by Hoek and Blok Corporate Finance will be charged to Client.
- 8.4 Hoek en Blok Corporate Finance's fee, if necessary increased by advances and invoices from third parties that have been engaged, will be charged to the Client including the turnover tax due on dates determined by Hoek en Blok Corporate Finance or after completion of the Work.
- 8.5 If after the conclusion of the Agreement, but before the Engagement has been fully executed, rate-determining factors, such as, for example, inflation adjustments, wages and/or prices change, Hoek en Blok Corporate Finance is entitled to adjust the agreed rate accordingly, unless Client and Hoek en Blok Corporate Finance have made other agreements in this respect.
- 8.6 Hoek en Blok Corporate Finance is also entitled to increase the fees annually by at least the percentage increase of the consumer price index figure (CPI all households) as calculated by Statistics Netherlands.
- 8.7 If the Agreement is terminated prematurely, Hoek en Blok Corporate Finance is entitled to charge the actual costs incurred by it up to that moment to the Client, even if a fixed fee has been agreed. In the event of a dispute concerning the actual costs incurred by Hoek en Blok Corporate Finance, the accounting records of Hoek en Blok Corporate Finance shall prevail

## Article 9 **PAYMENT**

- 9.1 Payment of invoices by Client shall be made within fourteen days after date of invoice in Dutch currency, at the office of Hoek en Blok Corporate Finance or by transfer to a bank or post office giro account designated by Hoek en Blok Corporate Finance, without any right to discount or setoff, unless otherwise agreed or stated in writing.
- 9.2 Objections to the amount of the invoices submitted shall not suspend the obligation of the Client to pay.
- 9.3 If Client fails to pay within the period mentioned in paragraph 1 of this Article, or has not paid within a further period agreed in writing, Client shall be legally in default and, without further reminder or notice of default, Hoek en Blok Corporate Finance shall have the right to charge Client the statutory interest in accordance with Article 6:120 of the Netherlands Civil Code up to the date of full payment, without prejudice to the further rights of Hoek en Blok Corporate Finance.
- 9.4 All costs, both judicial and extrajudicial, arising for collection of the claim shall be for account of Client. The extrajudicial collection costs shall be determined using the statutory Graduated Scale of Extrajudicial Collection Costs.
- 9.5 If the financial position or the payment history of Client in the opinion of Hoek en Blok Corporate Finance gives reason to do so, Hoek en Blok Corporate Finance shall have the right to demand of Client that it provides (additional) security without delay in a form to be determined by Hoek en Blok Corporate Finance and/or makes an advance payment. If Client fails to provide the security demanded, Hoek en Blok Corporate Finance shall have the right, without prejudice to its other rights, to suspend the further performance of the Engagement immediately and everything that Client owes to Hoek en Blok Corporate Finance for any reason whatever shall immediately be due and payable.

- 9.6 In case of a jointly given Engagement Clients shall, where the Work has been performed for the joint Clients, be severally bound to pay the full invoice amount.
- 9.7 Without prejudice to any notification by the Client when making his payment and without prejudice to the method of administrative processing of the payment by Client, payments by the Client shall always and exclusively be deemed to be deducted from outstanding amounts due to Hoek en Blok Corporate Finance as follows. First of all, any payment shall be deducted from the costs of collection and interest owed by Client, and then deducted from the oldest outstanding invoices of Hoek en Blok Corporate Finance.

#### Article 10 **COMPLAINTS**

- 10.1 Complaints relating to the Work performed and/or the invoice amount shall be notified to Hoek en Blok Corporate Finance in writing within 30 days after the date of dispatch of the documents or information about which Client is complaining, or within 30 days after discovery of the defect, if Client can demonstrate that he could not reasonably have discovered the defect sooner.
- 10.2 A complaint relating to the Work performed shall not suspend the payment obligation of the Client. Client shall under no circumstances have the right to suspend payment on the basis of a complaint relating to a particular service or to refuse other services supplied by Hoek en Blok Corporate Finance to which the complaint does not relate.
- 10.3 Hoek en Blok Corporate Finance shall notify Client within thirty days of the date of receipt of the complaint of whether and, if so how the complaint will be dealt with. In case of a justified complaint, Client shall have the choice between adjusting the fee charged, rectifying free of charge or performing again the rejected Work or fully or partly not (no longer) carrying out the Engagement against proportionate repayment of the fee already paid by Client.
- 10.4 If the complaint is not submitted promptly, all rights of Client relating to the complaint shall lapse.

#### Article 11 **LIABILITY**

- 11.1 Hoek en Blok Corporate Finance shall perform the Work to the best of its ability and with the due care that can be expected of Hoek en Blok Corporate Finance. If defects arise because Client has given Hoek en Blok Corporate Finance incorrect or incomplete information, Hoek en Blok Corporate Finance shall not be liable for the resultant damage. Hoek en Blok Corporate Finance shall only be liable for errors made in the performance of the Engagement that are attributable to it. This liability is limited to the amount that is actually paid out in the relevant case for the claim under the professional liability insurance taken out by Hoek en Blok Corporate Finance.
- 11.2 If, for any reason whatever, the liability insurer does not pay out, the liability of Hoek en Blok Corporate Finance shall be limited to the amount that Hoek en Blok Corporate Finance charges to Client and paid by Client as a fee (excluding value added tax) for the Work to which the event giving rise to the claim relates or with which it is connected. If the Agreement is a continuing performance agreement with a term of more than one year, the amount referred to above is set at once the amount of the fee (excluding value added tax) that was charged to Client in the twelve months prior to the occurrence of the claim for the Work to which the event giving rise to the claim relates or with which it is connected. A series of related attributable shortcomings is deemed to be one attributable shortcoming.
- 11.3 Hoek en Blok Corporate Finance and Client shall indemnify one another against all claims of third parties which relate directly or indirectly to the performance of the Agreement.

- 11.4 Client shall indemnify Hoek en Blok Corporate Finance for claims of third parties for damage caused because Client has provided Hoek en Blok Corporate Finance with incorrect or incomplete information, unless Client can demonstrate that the damage is not related to culpable acts or omissions that can be attributed to it or has been caused by intent or equivalent gross negligence of Hoek en Blok Corporate Finance and unless any mandatory (inter)national legislation or regulations permit such a provision.
- 11.5 Any liability of Hoek en Blok Corporate Finance shall expire at the latest 60 months (5 years) after the tax returns for the relevant financial year have been submitted, plus the period for which postponement has been granted.
- 11.6 Any liability of Hoek en Blok Corporate Finance shall expire if in case of any tax audit for the relevant period the Client has not given Hoek en Blok Corporate Finance the opportunity to be present at this, and in addition in the case where the Client has not given Hoek en Blok Corporate Finance the opportunity to rectify the relevant shortcoming and in the case where further Work in respect of or in connection with this shortcoming has taken place without the Client having involved Hoek en Blok Corporate Finance in this.
- 11.7 For all direct damage of Client, that is in any way related to or caused by an error in the performance of the Work, the liability of Hoek en Blok Corporate Finance shall otherwise be limited to the amount for which Hoek en Blok Corporate Finance has insured itself per event.
- 11.8 Hoek en Blok Corporate Finance shall never be liable for any indirect damage (including damage resulting from stagnation in the normal business operations in the Client's enterprise) that is in any way connected with or caused by an error in the performance of the Work by Hoek en Blok Corporate Finance.
- 11.9 Any personal liability, of any type whatever, for errors of the staff of Hoek en Blok Corporate Finance or of third parties called in by it shall be explicitly excluded.
- 11.10 Hoek en Blok Corporate Finance shall have the right, if and where possible, to rectify the damage to Client.
- 11.11 Hoek en Blok Corporate Finance shall not be liable for damage or loss of documents during transport or sending by post, irrespective of whether the transport or sending is carried out by or on behalf of Client, Hoek en Blok Corporate Finance or third parties.  
Client and Hoek en Blok Corporate Finance shall not be liable to one another for any damage arising to either of them as a result of the use of electronic means of communication, including but not limited to damage resulting from non-delivery or delay in delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/hardware used to send, receive or process electronic communication, transmission of viruses and the non- or incorrect functioning of the telecommunications network or other resources required for electronic communication, except where the damage is the result of intent or gross negligence. Both Client and Hoek en Blok Corporate Finance shall do or desist from everything that may reasonably be expected of them to prevent the occurrence of the above-mentioned risks. In case of doubt about the accuracy of the e-mail received by Client or Hoek en Blok Corporate Finance, the content of the e-mail sent by the sender shall be decisive.
- 11.12 Limitation of liability, as referred to in this article, does not apply in the event of intent and/or wilful recklessness of Hoek and Blok Corporate Finance and/or its executive staff.

## Article 12 **FORCE MAJEURE**

- 12.1 If Hoek en Blok Corporate Finance fails to fulfil its obligations under the Agreement promptly or properly for a reason not attributable to it, including stagnation in the normal business operations within its enterprise, these obligations shall be suspended until the time when Hoek en Blok Corporate Finance is able to fulfil its obligations in the manner agreed.

- 12.2 Client shall have the right, if the situation referred to in the first paragraph of this Article occurs, to cancel the Agreement in full or in part and with immediate effect in writing, without Hoek en Blok Corporate Finance being obliged to compensate any damage, in anyway relating to this cancellation.

*Article 13* **CANCELLATION**

- 13.1 Client and Hoek en Blok Corporate Finance may at any time cancel an Engagement (in case of important reasons also prematurely) in writing by giving reasonable notice, unless reasonableness and fairness preclude termination within such a period.
- 13.2 Notice of cancellation shall be given in writing by registered letter sent to the other party.
- 13.3 If and insofar as Hoek en Blok Corporate Finance terminates the Engagement, it shall be obliged to notify Client of the reasons on which the termination is based.
- 13.4 The Agreement may be terminated (prematurely) by either of the parties by registered letter without giving notice where the other party is not able to settle its debts within a reasonable period or if a receiver, administrator or liquidator is appointed, the other party reschedules its debts, or for any other reasons ceases its operations or if the other party considers the occurrence of one of the above-mentioned circumstances for the other party seems reasonably likely or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 13.5 If the Client has cancelled the Agreement (prematurely), Hoek en Blok Corporate Finance shall have the right to compensation for any loss of capacity that has occurred and is likely to occur on its part, as well as additional costs that it must reasonably incur as a result of early termination of the Agreement (such as inter alia costs relating to subcontracting), unless the cancellation is based on facts and circumstances that are attributable to Hoek en Blok Corporate Finance.
- 13.6 If Hoek en Blok Corporate Finance has cancelled the Agreement (prematurely), Client shall have the right to the assistance of Hoek en Blok Corporate Finance in transferring the Work to third parties, unless the cancellation is based on facts and circumstances that are attributable to Client. Hoek en Blok Corporate Finance shall in all cases of (premature) cancellation reserve the right to payment of the invoices for Work performed and to be performed by it, after which, under reservation the provisional results of the Work performed until then shall be made available to the Client. Where the transfer of the Work for Hoek en Blok Corporate Finance involves extra costs, these shall be charged to Client.
- 13.7 Upon termination of the Agreement, each party shall immediately hand over to the other party without delay all goods, items and documents in its possession that are the property of the other party.

*Article 14* **CONFIDENTIALITY**

- 14.1 Unless any statutory provision, regulation or other (professional) rule obliges them to do so, Hoek en Blok Corporate Finance and/or Client as well as the staff called in by Hoek en Blok Corporate Finance and/or Client shall be obliged to observe confidentiality towards third parties with respect to confidential information that has been obtained from Client and/or Hoek en Blok Corporate Finance. Client and/or Hoek en Blok Corporate Finance may grant dispensation from this. Hoek en Blok Corporate Finance and/or Client shall not be liable for any breach of confidentiality by the persons employed by it, if Hoek en Blok Corporate Finance and/or Client can make a reasonable case that they could not prevent this breach.



- 14.2 Subject to written consent of Client, Hoek en Blok Corporate Finance shall not have the right to use the confidential information made available to it by Client for any purpose other than that for which it was obtained. An exception to the above provision shall however be made where Hoek en Blok Corporate Finance is acting for itself in disciplinary, civil or criminal proceedings where this may be of importance.
- 14.3 Unless there is any statutory provision, regulation or other (professional) rule that obliges the Client to disclosure, or prior written consent has been granted for this by Hoek en Blok Corporate Finance, Client shall not disclose the content of reports, advice or other statements of Hoek en Blok Corporate Finance, whether or not in writing, to third parties.
- 14.4 After processing the results figures, Hoek en Blok Corporate Finance shall have the right to use these results for statistical or comparative purposes, provided they are not traceable to individual Clients.

*Article 15* **ASSIGNMENT OF CONTRACT**

The Client is not permitted to assign (any obligation under) the Agreement to third parties, unless Hoek en Blok Corporate Finance expressly agrees to this. Hoek en Blok Corporate Finance shall have the right to make this consent subject to conditions. Client in any case undertakes to then impose all the relevant (payment) obligations under the Agreement in these general terms and conditions on the third party.

*Article 16* **EXPIRY PERIOD**

Unless otherwise provided in the Agreement, the Client's rights of action and other powers to make any claim whatsoever against Hoek en Blok Corporate Finance shall in any case expire one year after the time when a fact occurs for which Client can claim these rights and/or powers against Hoek en Blok Corporate Finance.

*Article 17* **SUSPENSION**

- 17.1 Hoek en Blok Corporate Finance shall have the right, after careful consideration of interests, to suspend the fulfilment of all its obligations, including but not exclusively the delivery of Documents or others items to Client or third parties, until all receivables payable by the Client have been settled in full.
- 17.2 The first paragraph shall not apply to original Documents supplied by Client.

*Article 18* **WAIVER OF RIGHTS**

The failure to enforce any right or power of Hoek en Blok Corporate Finance shall not prejudice or restrict the rights and powers of Hoek en Blok Corporate Finance under this Agreement. Waiver of any right of any provision or condition in the Agreement shall only come into effect if this is confirmed in writing.

*Article 19* **CONVERSION**

If and insofar as on the basis of reasonability and fairness or its unreasonably onerous character any provision of the Agreement cannot be invoked, the relevant provision shall as regards content and purpose in any case as far as possible be given a corresponding meaning, so that it may then be invoked.

*Article 20*      **CONTINUED EFFECT**

- 20.1      The provisions of this Agreement, which are expressly or tacitly intended to remain in force after termination of this Agreement, shall continue to be in force and shall continue to bind parties.
- 20.2      Client shall indemnify Hoek en Blok Corporate Finance against all claims of third parties that may arise as a result of any failure by Client to fulfil any obligation under the Agreement and/or these general terms and conditions.
- 20.3      Client shall at all times remain liable in addition to this third party for the obligations under the Agreement and the general terms and conditions, unless parties explicitly agree otherwise.

*Article 21*      **NON-SOLLICITATION OF STAFF**

The Client is expressly forbidden, without the written consent of Hoek en Blok Corporate Finance, during the period when Hoek en Blok Corporate Finance is performing Work for/on behalf of Client as well as during a period of twelve months thereafter, to take on one or more members of staff and/or employees of Hoek en Blok Corporate Finance with an offer to work for or hire the Client, either directly or indirectly, or otherwise to use their services, all on pain of an immediately payable penalty of € 50.000, plus an amount of € 500 for every day that the violation continues. The penalty shall not prejudice the compensation of the actual damage which Hoek en Blok Corporate Finance has suffered as a result of the violation of Client. Hoek en Blok Corporate Finance shall therefore have the right to recover from Client all damages actually suffered by it.

*Article 22*      **APPLICABLE LAW AND CHOICE OF FORUM**

- 22.1      All Agreements between Client and Hoek en Blok Corporate Finance shall be governed exclusively by the law of the Netherlands, to the exclusion of the conflict of laws, which means that if and insofar, as a result of the rules of international private law, the law of another country may apply to an Agreement, Netherlands law is still applicable.
- 22.2      Unless parties have expressly agreed otherwise, all disputes relating to Agreements between Client and Hoek en Blok Corporate Finance shall be settled exclusively by the competent court according to the normal rules of competence in the district of Rotterdam.
- 22.3      Without prejudice to the provisions in paragraph 2 of this Article Client shall have the right to follow disciplinary proceedings if Hoek en Blok Corporate Finance or its employees, where qualified AA/RA/RB, are subjected to these.

*Article 23*      **DUTCH TEXT PREVAILS**

The Dutch text of these general terms and conditions shall prevail over any translations thereof.