

1. These General Conditions apply to all contracts for services or legal relationships between BANNING N.V., a public limited company ('BANNING'), and its Clients.
2. Only BANNING will operate as a contracting agent towards the Client, even if it is the explicit or implicit intention that an assignment be performed by a specific person. Section 404 of Book 7 of the Dutch Civil Code, which regulates the latter case, and Section 407(2) of Book 7 of the Civil Code, which creates joint and several liability where assignments have been given to two or more persons, do not apply.
3. Third parties may not derive any rights from any work performed in connection with an assignment and its results. The Client indemnifies BANNING against any and all third-party claims that are in any way related to or result from the Client's assignment or the work performed for the Client.
4. Pursuant to, inter alia, the Dutch Money Laundering and Terrorist Financing (Prevention) Act, BANNING is obliged to verify the Client's identity and to report specific unusual transactions to the authorities. The Client is aware of this obligation and, insofar as required, grants its permission to do so.
5. In performing an assignment BANNING may also involve one or more persons who are not directly or indirectly connected with BANNING. If one or more persons who are not connected with BANNING must be engaged to perform work in connection with the assignment, BANNING will not be liable for any errors or shortcomings of such person or persons. BANNING excludes all liability resulting from or related in any manner whatsoever to insolvency of any bank, any other financial institution or any other third party.
6. At BANNING's first request and to its satisfaction, the Client will provide security for the fulfilment of its obligations towards BANNING.
7. If an event occurs (including a failure to act) in the performance of the Client's assignment that gives rise to liability, such liability will be limited to the amount paid out in the relevant case under BANNING's professional liability insurance (Amlin Corporate Insurance N.V., Prof. J.H. Bavincklaan 1 / PO Box 2190 in Amstelveen (postcode 1180 ED), worldwide coverage, USA / Canada subject to certain conditions). Such amount includes BANNING's excess under this insurance. If and insofar as any loss as a result of such liability is not covered under the professional liability insurance, BANNING'S liability will be limited to EUR 15,000 or, if the total fee charged by BANNING in the relevant case is higher, to that amount, subject to a maximum of EUR 225,000.
8. If, as a result of or in connection with the performance of the Client's assignment or otherwise, injury, damage or loss for which BANNING is liable is inflicted on persons or property, such liability will be limited to the amount covered by BANNING's corporate liability insurance. Such amount will include BANNING's excess under this insurance.

9. If persons who have been engaged in connection with the performance of a Client's assignment wish to limit their liability in that context, BANNING will assume and, insofar as necessary, hereby stipulates that all the Client's assignments include the authority to accept such limitation of liability, also on behalf of that Client.
10. Any claim for damages of the Client will in any case lapse twelve months after the Client becomes aware of the damage or loss resulting directly or indirectly from an event or circumstance for which BANNING is or may be liable.
11. These General Conditions may also be relied on by natural persons or legal entities that are directly or indirectly involved, in any manner whatsoever, by or on behalf of BANNING in the provision of the services.
12. The applicability of any terms and conditions referred to by the Client is expressly excluded.
13. These General Conditions also apply to any supplementary or follow-up assignments.
14. The legal relationship between the Client and BANNING is governed by Dutch law. Disputes will be resolved exclusively by the competent court of 's-Hertogenbosch.
15. These General Conditions were drawn up in Dutch and in English. In the event of discrepancies between the English and the Dutch texts, the Dutch text will be binding.

BANNING N.V., 's-Hertogenbosch is registered with the trade register in the Netherlands under number 17190777.

Deposited with the Registry of the 's-Hertogenbosch District Court on 9 August 2010, under number 70/2010.