

## General Terms and Conditions of LobbyLab BV

1. These general terms and conditions (the “general conditions”) govern all offers, invitations, contracts and work concerning the advising of the client by LobbyLab BV (“LobbyLab”) / their respective successors in title. Any general terms and conditions of the client are hereby expressly rejected.
2. Offers made by LobbyLab are based on the information supplied by the client. The client guarantee that to the best of his knowledge it has supplied all the information essential for the drawing up and performance of the project. LobbyLab will supply its advisory services to the best of its knowledge and ability and with the proper level of skill and care. This obligation is in the nature of a ‘best endeavours’ obligation given that there can be no guarantee that the intended result will be achieved.
3. For the project to be performed effectively and, as far as possible, according to the agreed timescale, the client will supply in good time all documents and information required by LobbyLab, and also make available such employees within its organisation who will be involved in the project with LobbyLab.
4. The engagement of any third party for the performance of the project by either the client or LobbyLab is subject to prior consultation between the parties. LobbyLab is not liable for any kind of breach whatsoever by such a third party and is entitled to accept on behalf of the client and itself any limitation of liability required by a third party it engages, without the need to consult with the client in advance. LobbyLab is not liable for loss resulting from the conduct of any third party it engages for the performance of the contract.
5. During the performance of the project and for one year following completion of the project, neither party may employ an employee of the other party or negotiate with such person the offer of such employment without the consent of the other party.
6. The charges and costs estimates based thereon set out in the offer include, secretarial costs, travel time and travel and accommodation expenses and other project-related costs. Insofar as these costs are not included in the offer, they can be charged separately. Any increases in wages and costs during the course of the project that require LobbyLab to increase fees or other said costs will be passed on to the client.
7. The fees and costs referred to in section 6, above, that are not included in the charges will be separately charged on a monthly basis. Payment must be made within 14 days of the invoice date. If payment is not made on time, interest at the statutory rate will be charged on outstanding debts and the client will automatically be in breach of contract without the need to first serve it with notice of default. The client is not entitled to rely on any set-off or suspension of payment. If the client is in breach, LobbyLab may terminate the contract unilaterally and without notice without thereby incurring any liability to compensate the client. If steps are taken to enforce payment from a client in breach, the enforcement costs are payable by the client in full. In addition, LobbyLab may:
  - a. require the client to pay costs on account before commencing work;
  - b. invoice the client on an interim basis;
  - c. require the client to supply an irrevocable bank mandate for payment of each invoice.
8. If there are good grounds to suspect that the client will not comply with its obligations in full, on time or at all, then LobbyLab may require the client to supply a guarantee in such form as LobbyLab may require, and to increase the amount guaranteed if necessary for the purposes of complying with its obligations. Until such time as the client supplies this guarantee, then LobbyLab is entitled to suspend compliance with its own obligations. If the client fails to supply a guarantee within 14 days of a written demand to do so, then all payment obligations of the client become immediately due and payable.

9. The client accepts that the timescale for performance of the project may be affected if during its performance the parties agree to extend or alter the approach, methods or scope of the project and/or the work arising therefrom. If any such interim change to the project or its performance is the result of any act or omission on the part of the client, then LobbyLab will make such changes as are necessary to maintain the quality of the service. If such changes involve additional work, this will be confirmed to the client in the form of a supplemental project.
10. Either party may unilaterally terminate the contract before completion of its term if it believes that the project can no longer be implemented in accordance with the terms of the confirmed offer and any subsequent project specifications. Notice of termination, together with reasons for termination, must be given to the other party in writing. If the client terminates the contract before completion of its term, then LobbyLab is entitled to compensation based on any substantiated loss of capacity it thereby suffers. In the case of a contract for a term of one year or less, the compensation payable is twice the amount of the average monthly fee. In the case of a contract for a term of more than one year, the compensation payable is three times the average monthly fee. If the contract is terminated before completion of its term by LobbyLab, then LobbyLab remains entitled to payment for work carried out up to that point, subject to the client being supplied with the provisional results of the work carried out up to that point, subject to conditions. Insofar as this involves additional costs, these will be charged. If either party becomes insolvent, applies for a moratorium or ceases business operations, the other party is entitled to terminate the project without notice and without prejudice to its other rights.
11. Models, techniques and instruments, including software, used in the performance of the project and included in the advice or research results remain at all times the property of LobbyLab. Publication of these items is therefore only possible with the prior written consent of LobbyLab. In the event of non-compliance with these obligations, the client is immediately liable to pay to Lobby Lab a penalty of EUR 25,000 (twenty-five thousand euros) per breach, without prejudice to all other rights of Lobby Lab, including but not limited to the right to specific performance, termination and compensation. The client has the right to copy documents for use within its own organisation insofar as appropriate in terms of the aims of the project. If the project is terminated before completion, then the aforesaid terms will apply to the appropriate extent.
12. LobbyLab must not disclose any information or data it receives from the client to any third party. For the purposes of the project, LobbyLab will take all possible security measures to protect the interests of the client. The client will not disclose to any third party the approach, working methods, etc. of LobbyLab, nor supply any third party with any report, without the prior written consent of LobbyLab.
13. LobbyLab is only liable for any breach in the performance of the project insofar as this is the result of a failure by LobbyLab to act with the level of skill, care and expertise as may reasonably be required of the issue of any advice in the context of the relevant project. LobbyLab is only liable for direct loss as a result of any deliberate act or gross negligence on its part. LobbyLab is not liable for any indirect loss.
14. The ultimate responsibility for the content of any communications made in the context of the contract lie with the client. If any court proceedings are served upon LobbyLab it is entitled to defend such proceedings, either independently or alongside the client. The cost of such a defence is the responsibility of the client.
15. If a project is performed on the instructions of a natural person on behalf of a legal entity then, if such natural person can be regarded as a (joint) authorised representative of the legal entity, he or she will be also regarded as the client in a private capacity. Accordingly, in the event of non-payment by the legal entity, the relevant natural person will be personally liable for payment of sums invoiced, irrespective of whether payments due are invoiced in the name of the legal entity or the name of the natural person representing the client.

16. The provisions of these general conditions are enforceable not only by LobbyLab, but also by its directors, and the directors of directors, and all other persons who are or were in any way engaged to perform work by LobbyLab, including their successors in title.
17. These general conditions and the contract are governed exclusively by Dutch law. Only the court with relevant jurisdiction for the district of The Hague has jurisdiction to hear any dispute arising hereunder.

These general conditions have been filed with the Registrar of the Court of The Hague under reference number 26/2012.

A copy of these general conditions will be supplied on request, free of charge.