

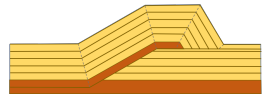
Tellures Consult B.V. - General Terms and Conditions

Tellures Consult B.V., established in The Hague, The Netherlands, registered with the Chamber of Commerce under number 70099987. Version 1.2 – 17 November, 2017.

Clause 1: Definitions

- 1.1 In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

<i>“General Terms and Conditions”</i>	These General Terms and Conditions.
<i>“Tellures Consult B.V.”</i>	Tellures Consult B.V., registered with the Chamber of Commerce under number 70099987.
<i>“Deliverables”</i>	Those services and products as specified in the Contract and under the command of the Assignment which are (to be) delivered to the Client by Tellures Consult B.V.
<i>“Services”</i>	All services or work, in whatever form, that Tellures Consult B.V. has carried out for, or for the benefit of, the Client and is described in the Contract.
<i>“Assignment”</i>	The engagement agreement to provide services with the applicable General Terms and Conditions.
<i>“Client”</i>	The natural or legal person with whom Tellures Consult B.V. as Service provider enters into a Contract.
<i>“Contract”</i>	Any written Assignment agreement between the Client and Tellures Consult B.V. including any other annexes but with the exception of applicable General Terms and Conditions.
<i>“Information”</i>	All information, data, documents, materials and instructions or Confidential Information received from the Client or third party at the request of the Client.
<i>“Confidential Information”</i>	All information, trade secrets or other proprietary information which is classified as confidential or is by its nature confidential.

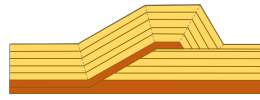


Clause 2: Applicability and entire agreement

- 2.1 The General Terms and Conditions apply to all legal relationships between the Client and Tellures Consult B.V., subject to the applicability of the General Terms and Conditions under the current laws and regulations or it is excluded or limited on the basis of a written Contract or changes in the General Terms and Conditions, which must be expressly confirmed in writing by both parties.
- 2.2 The Assignment constitutes the entire Contract between the Client and Tellures Consult B.V. regarding the Services to be delivered by Tellures Consult B.V. All that has occurred and discussed prior to the establishment of the Contract shall be disregarded in the explanation of the Assignment, unless this is specifically listed in the Contract. The Assignment supersedes all prior written and verbal agreements, proposals and communications relating to the subject of the Assignment. Changes in the Assignment are only valid if they are put in writing, with the proviso that the extent of the Service, as defined in the Contract may be modified by both parties in writing, including by e-mail or fax.
- 2.3 All Assignments are entered into under the condition of prior identification and - if required - verification of the Client and its representatives as well as other reviews as required by or pursuant to Dutch and foreign legislation and professional conduct. When Tellures Consult B.V. has already started to deliver Services to the Client, the Assignment enters into force effective from the commencement of that work, and the Client will compensate Tellures Consult B.V. for those efforts, even in the eventually no Assignment is established.
- 2.4 If any provision in these General Terms and Conditions and the Contract were to conflict, the provision set out in the Contract shall be applicable as regards the contradiction.
- 2.5 Departures from, and additions to, the General Terms and Conditions are only valid if they are explicitly agreed with Tellures Consult B.V. in writing.
- 2.6 The applicability of the Client's General Terms and Conditions is explicitly excluded by Tellures Consult B.V.
- 2.7 If one or more of the provisions of these General Terms and Conditions or of the accompanying Contract are invalid or nullified, the remaining provisions of these General Terms and Conditions and the Contract shall remain applicable in full. Tellures Consult B.V. and the Client will in that case enter into consultation to agree on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
- 2.8 If Tellures Consult B.V. not always requires strict compliance with these General Terms and Conditions, it will not mean that the provisions of the General Terms and Conditions will not apply, or that Tellures Consult B.V. would lose to any degree the right to demand the strict compliance with these General Terms and Conditions in other cases.
- 2.9 These terms and conditions have also been drawn up in the Dutch language. If there is any difference between the contents, tenor or interpretation, the Dutch text will be decisive.

Clause 3: Quotation and establishment of contracts

- 3.1 All quotations by Tellures Consult B.V. are without obligation, unless a period for acceptance is stated in the quotation. If in the quotation a period for acceptance is stated the quotation will expire after this period.
- 3.2 Tellures Consult B.V. cannot be kept to its quotations if the Client, in terms of reasonableness and judiciousness and views prevailing in society, should have understood that the quotation or an element thereof contains an apparent fault or clerical error.
- 3.3 If the acceptance by the Client deviates, in anyway whatsoever, from the offer included in the quotation, Tellures Consult B.V. is not bound by this acceptance. The Contract will not be entered into in accordance with this differing acceptance, unless Tellures Consult B.V. indicates otherwise.



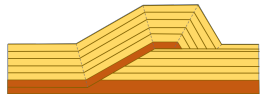
- 3.4 The Assignment between the Client and Tellures Consult B.V. is established after the Contract, signed by both the Client and Tellures Consult B.V. is received by Tellures Consult B.V. and is, if applicable, retroactive to the time when Tellures Consult B.V. has commenced activities. Both parties have the right to prove that the Contract was established otherwise.

Clause 4: Implementation of the contract, information and resources

- 4.1 Tellures Consult B.V. will implement the Contract to the best of its knowledge and ability, and in accordance with high standards and in keeping with the expertise the Client can reasonably expect of Tellures Consult B.V. Tellures Consult B.V. does not however guarantee that any intended result will be achieved. The Client itself is responsible for determining whether the Services provided by Tellures Consult B.V. meet the requirements and agreed Deliverables.
- 4.2 Tellures Consult B.V. will determine how and by whom the Assignment is carried out, but will act in accordance with the Client's indicated wishes wherever possible.
- 4.3 Tellures Consult B.V. is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code is explicitly excluded. When engaging third parties, Tellures Consult B.V. will exercise due care and discuss the selection of these third parties with the Client if this is reasonably possible.
- 4.4 The Client is obliged to cooperate in the implementation of the Services of Tellures Consult B.V. and will issue all data, information and resources in a timely manner to Tellures Consult that are necessary for the implementation of the Contract, or which the Client could be reasonably expected to understand are necessary for implementation of the Contract. If required Tellures Consult B.V. will be granted access to the Client premises. The Client is responsible for the work of its employees and agents, the timely and lawful processing and provision of accurate and complete information and data by or on behalf of Tellures Consult B.V. to the Client. Unless otherwise agreed in writing and without further investigation or verification Tellures Consult B.V. may assume that the information and data provided by the Client are accurate, complete and lawfully obtained and therefore Tellures Consult B.V. may use for the purpose of its Services to the Client.
- 4.5 If the aforementioned data and information are not issued, or not issued in a timely manner, Tellures Consult B.V. is entitled to suspend implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client. If the aforementioned resources and facilities that Tellures Consult B.V. indicates are necessary or which the Client could reasonably be expected to understand are necessary for the implementation of the Contract are not issued, or not issued in a timely manner, Tellures Consult B.V. is entitled to suspend implementation of the Contract. Consequently any additional costs that are demonstrably made by Tellures Consult B.V. are at risk and expense of the Client.
- 4.6 The Client is obliged to inform Tellures Consult B.V. without delay of changes to the issued information and other facts and circumstances that could be important to implementation of the contract.
- 4.7 If it has been agreed that the contract will be implemented in stages, Tellures Consult B.V. reserves the right to suspend implementation of components forming part of a subsequent stage until the client has approved the results of the preceding stage in writing.
- 4.8 If Tellures Consult B.V., or third-parties engaged by Tellures Consult B.V. in the context of the Assignment, carry out work at the Client's location or a location indicated by the Client, the Client shall provide those employees, free of charge, with the facilities that can reasonably be required by those employees.

Clause 5: Amendments to the contract

- 5.1 If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, Tellures Consult B.V. will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.



- 5.2 If the parties agree that the Contract will be amended or supplemented, the timing of the completion of the implementation can be impacted. Tellures Consult B.V. will inform the Client of this as soon as possible.
- 5.3 If the amendment or supplementation to the Contract will have financial, quantitative and/or qualitative consequences, Tellures Consult B.V. will inform the Client of this in advance.
- 5.4 Tellures Consult B.V. is not entitled to any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Tellures Consult B.V.
- 5.5 Amendments to the Contract originally entered into between the Client and Tellures Consult B.V. are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Clause 6: Duration of the contract; implementation period

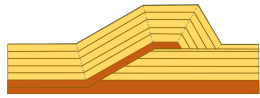
- 6.1 The Contract between Tellures Consult B.V. and a Client is entered into for an indefinite period of time unless the nature of the contract provides otherwise or the parties make express and written agreement to the contrary.
- 6.2 If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
- 6.3 If Tellures Consult B.V. needs information or instructions from the Client that are necessary for the implementation of the Contract, the implementation period will commence after the Client has provided these to Tellures Consult B.V.
- 6.4 If an implementation period is exceeded, the Client must issue Tellures Consult B.V. with a written notice of default, whereby Tellures Consult B.V. will nonetheless be offered a reasonable period to implement the Contract. If Tellures Consult B.V. does not commence implementation within the proposed reasonable period, the Client is entitled to terminate the Contract without judicial intervention. A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Tellures Consult B.V. will not meet its obligations arising from the Contract.

Clause 7: Termination

- 7.1 Either party has a right to terminate the contract with due observance of a notice period considered reasonable under the prevailing circumstances, unless otherwise agreed by the parties. Notice must be given in writing.
- 7.2 If the contract is prematurely terminated (if the contract was entered into for a fixed period of time) by the Client, Tellures Consult B.V. has the right to compensation for damages in respect of resulting and demonstrable loss of capacity utilisation unless the termination is in response to facts and circumstances that can be attributed to Tellures Consult B.V. The Client is further obliged to pay the bills for work carried out up until that time.
- 7.3 If the contract is prematurely terminated by Tellures Consult B.V., Tellures Consult B.V. will arrange in consultation with the Client for the work not yet carried out to be transferred to third parties, unless the termination is in response to facts and circumstances that can be attributed to the Client.
- 7.4 If Tellures Consult B.V. incurs extra costs when transferring the work, the Client shall be obliged to compensate Tellures Consult B.V. for those costs with due observance of the provisions of clauses 8 and 9 of these General Terms and Conditions.

Clause 8: Fees and costs; invoicing

- 8.1 The fees will be determined by the actual hours spent and Tellures Consult B.V.'s usual hourly tariffs, unless agreed otherwise.
- 8.2 The hourly tariff is exclusive of software, hardware, travel, accommodation and administration costs, unless agreed otherwise.



- 8.3 In addition to the fees, the Client will also be charged any expenses incurred by Tellures Consult B.V. and the expense claims submitted by any third parties engaged by Tellures Consult B.V.
- 8.4 Tellures Consult B.V. will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.
- 8.5 The fees and expenses are exclusive of VAT and other government levies, unless indicated otherwise.
- 8.6 Tellures Consult B.V. will invoice the fees and expenses periodically, in principle monthly, unless agreed otherwise.

Clause 9: Payment

- 9.1 Payment is due within 14 days of the invoice date, in a manner to be specified by Tellures Consult B.V. and in the currency in which the invoice is issued, unless agreed otherwise.
- 9.2 The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
- 9.3 Payment obligations are not suspended by objections to the invoice.
- 9.4 If the Client has not made payment within the period specified in paragraph 1 above, the Client shall be in default by operation of law and Tellures Consult B.V. shall be entitled to charge the statutory (commercial) interest from that moment.
- 9.5 In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Tellures Consult B.V. and the obligations of the Client towards Tellures Consult B.V. are immediately claimable.

Clause 10: Collection costs

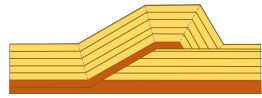
- 10.1 If the Client is in default or in breach of the Contract in fulfilling his obligations (in a timely manner) all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client.
- 10.2 The provisions of the Dutch 'Statute of collection costs' ('Wet Incassokosten') apply to these general terms and conditions.
- 10.3 Any reasonable legal costs and execution costs incurred are also payable by the Client.

Clause 11: Suspension

- 11.1 If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, Tellures Consult B.V. is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
- 11.2 Moreover, Tellures Consult B.V. is entitled to suspend the fulfilment of the obligations if:
 - after the Contract is entered into, Tellures Consult B.V. becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Tellures Consult B.V..
- 11.3 Tellures Consult B.V. reserves the right to claim compensation.

Clause 12: Termination

- 12.1 If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, Tellures Consult B.V. is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
- 12.2 Moreover, Tellures Consult B.V. is entitled to terminate the Contract with immediate effect if:
 - after the Contract is entered into, Tellures Consult B.V. becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;



- due to a delay on the part of the Client, Tellures Consult B.V. can no longer be required to fulfil the Contract under the originally agreed conditions;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Tellures Consult B.V.;
 - the Client is declared bankrupt, submits an application for a suspension of payment or is served with a writ of sequestration on all or part of its property;
 - the Client is placed under conservatorship;
- 12.3 Termination will take place by means of a written declaration, without judicial intervention.
- 12.4 If the Contract is terminated, the Client's debts to Tellures Consult B.V. become immediately due and payable.
- 12.5 If Tellures Consult B.V. terminates the Contract on the above-mentioned grounds, Tellures Consult B.V. is not liable for any costs or compensation.
- 12.6 If the termination is attributable to the Client, the Client is liable for the damage suffered by Tellures Consult B.V.

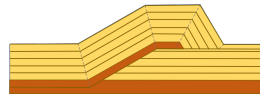
Clause 13: Liability

- 13.1 The implementation of the Assignment is entirely at the risk and responsibility of the Client. Tellures Consult B.V. is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission by Tellures Consult B.V.
- 13.2 Tellures Consult B.V. cannot under any circumstances be held liable for indirect losses, including in any event consequential damage, loss of profit, lost savings, loss due to business interruption, or immaterial damage to the Client.
- 13.3 Tellures Consult B.V. is not liable for damage, of whatever nature, resulting from Tellures Consult B.V. basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Tellures Consult B.V.
- 13.4 Tellures Consult B.V. is under no circumstances liable for damage caused by shortcomings of third parties brought in by Tellures Consult B.V.
- 13.5 If Tellures Consult B.V. is liable for any damages, Tellures Consult B.V.'s liability is limited to the total amount of fees (excluding VAT and with a maximum of €25,000) that Tellures Consult B.V. has charged to the Client in the 12 (twelve) months prior to the time when the Client reported to the Tellures Consult B.V. the (alleged) lack of performance (or the event or series of related events that directly or indirectly lead to liability).
- 13.6 Any liability claims by the Client with regard to shortcomings on the side of Tellures Consult B.V. will become null and void if they have not been reported in writing with motivation to Tellures Consult B.V. within one year after the Client was aware of could reasonably have been aware of the facts on which his claims are based.
- 13.7 The limitations of the liability specified in this article will not apply if the damage is due to wilful misconduct or gross negligence by Tellures Consult B.V. or its supervisory subordinates or if there is any other liability which legally cannot be limited or excluded.

Clause 14: Indemnities

- 14.1 The Client will hold Tellures Consult B.V. harmless from all claims from third parties, which originate from the work performed by Tellures Consult B.V. for the Client.
- 14.2 If Tellures Consult B.V. would be sued for the above reason, the Client is bound to provide Tellures Consult B.V. with both judicial and extrajudicial support. Furthermore, all costs and damages on the part of Tellures Consult B.V. and third parties will be at the expense and risk of the Client.

Clause 15: Limitation period



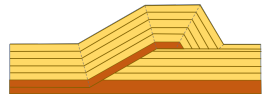
- 15.1 In departure from the legal limitation period, a limitation period of one year applies to all claims against Tellures Consult B.V. and any third parties brought in by Tellures Consult B.V.

Clause 16: Force Majeure

- 16.1 The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- 16.2 In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Tellures Consult B.V. can exercise no influence and through which Tellures Consult B.V. is not able to fulfil its obligations.
- 16.3 Tellures Consult B.V. is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Tellures Consult B.V. should have fulfilled its obligations
- 16.4 During the period that the force majeure continues, both Tellures Consult B.V. and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.
- 16.5 If at the time of the occurrence of force majeure Tellures Consult B.V. has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Tellures Consult B.V. is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Clause 17: Confidentiality

- 17.1 If the Client or Tellures Consult B.V. gains possession of Confidential Information in connection with the Assignment, the receiving party will not disclose these to third parties without consent of the providing party except for disclosure to its own legal counsel, but, in such case, exclusively for the purpose of obtaining legal advice regarding their own legal position. The aforementioned is except to the extent disclosure is required by or under law or under civil, criminal or administrative proceedings (monitoring and research including,) and provided that the Confidential Information: (i) is already publicly accessible (including and without limitation information that is provided to a governmental authority and is publicly available) other than as a consequence of a violation of the secrecy by the receiving party, (ii) without further confidentiality is made available to the receiving party by a party other than the communicating party, which according to the receiving party has not breached any duty of confidentiality towards the disclosing party, (iii) has been communicated without confidentiality obligation to the receiving party before disclosure by the disclosing party to the receiving party, or (iv) was developed by the receiving party itself independent on the availability of such information by the providing Party. In fulfilment of their obligations under paragraph 17.1 both parties engage to exercise due diligence towards Confidential Information of the other party as they exercise at least the same level of diligence in the secrecy of their own confidential information, in which case at least reasonable level of diligence has been exercised.
- 17.2 Client acknowledges that in connection with the delivery of the Services Tellures Consult B.V. develops general knowledge, experience, know-how, skills and ideas which are remembered by its employees. Notwithstanding any other provision in these Terms and Conditions the Client acknowledges that Tellures Consult B.V. may use this general knowledge, experience, know-how, skills and ideas. The Client agrees that information provided by or on behalf of the Client under the condition this remains anonymous and is not traceable to (legal) persons is utilised by Tellures Consult B.V. for research and advisory purposes.



- 17.3 If Tellures Consult B.V. is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and Tellures Consult B.V. is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, Tellures Consult B.V. is not obliged to pay compensation for damages or other compensation and the counterparty is not entitled to dissolve the contract on the ground of any losses thus caused.

Clause 18: Intellectual property

- 18.1 Tellures Consult B.V. reserves the rights and powers accruing to it under the provisions of the Act and other intellectual property legislation and regulations.
- 18.2 Tellures Consult B.V. reserves the right to use the increased knowledge, acquired through the execution of the Assignment, for other purposes provided that doing so does not result in confidential information being disclosed to third-parties.

Clause 19: Amendment of the general terms and conditions and other provisions

- 19.1 Unless expressly stated otherwise in these General Terms and Conditions Tellures Consult B.V. is entitled to amend the General Terms and Conditions unilaterally.
- 19.2 If applicable, amendments as referred to in paragraph 19.1 will also apply to Contracts that are already entered into.
- 19.3 Tellures Consult B.V. will inform the Client by e-mail about the amendments.
- 19.4 The amendments to the General Terms and Conditions will be in force thirty days after the Client is informed of the amendments.
- 19.5 If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.
- 19.6 Provisions in the Contract which expressly or by their nature remain in effect after expiration or termination of the Contract, remain in effect after expiration or termination,

Clause 20: Applicable law and disputes

- 20.1 Dutch law is exclusively applicable to all legal relationships to which Tellures Consult B.V. is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands. The Vienna Sales Convention 1980 is not applicable.
- 20.2 Disputes between Tellures Consult B.V. and the Client will only be submitted to the competent court in The Hague district, unless the law mandatorily prescribes otherwise.
- 20.3 The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Clause 21: Location

- 21.1 These General Terms and Conditions are filed at the Chamber of Commerce under number 70099987.