

General Terms & Conditions (Company)

1. DEFINITIONS

1.1 In these general terms and conditions (except where otherwise expressly provided):

Agreement means any written or oral agreement between the Company and Intertrust;

Client means the person who engages or accepts the Services rendered by Intertrust and any person qualifying as its 'ultimate beneficial owner' as defined in article 1, paragraph 1, sub f of the Act on the prevention of money laundering and terrorist financing ('Wet ter voorkoming van witwassen en financiering van terrorisme');

Company means a company, foundation, any other form of legal entity, partnership, or unincorporated business, set up, maintained and/or managed by Intertrust or to which Intertrust provides any Service at the request or instruction of the Client and/or the Company;

Intertrust means Intertrust (Netherlands) B.V. and any Intertrust Person;

Intertrust Person means any (corporate) director, officer, manager, employee of or other (executive) director engaged by Intertrust;

Group Member means (i) any person's (ultimate) beneficial owner or parent company (and any subsidiary thereof), subsidiary, affiliate, group or successor company and (ii) any of their directors, board members, officers, shareholders or representatives;

Intellectual Property Rights means copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered, including all applications (and rights to apply) for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Licensed IP means any Intellectual Property Rights of the Client or any of its Group Members that will be managed, (sub)licensed or otherwise disposed of by the Company;

Non-Intertrust Director means a (former) (managing) director at the Company other than Intertrust;

Service means any service rendered by Intertrust to the Company, pursuant to or in connection with any Agreement; and

Terms means these general terms and conditions, dated November 1, 2009.

1.2 References to a person shall be construed so as to include any individual, firm, company, joint venture, association, partnership (whether or not having separate legal personality) or other entity.

2. APPLICABILITY

2.1 By entering into an agreement with Intertrust or engaging or accepting the Services, the Company agrees or is deemed to have agreed with Intertrust that these Terms (together with and subject to any written confirmation of the Company's instructions or any other agreement in relation to the Services in any particular matter) will apply to the business relationship between the Company and Intertrust, including (i) all Agreements

pursuant to which Intertrust performs the Services, (ii) all contracts and agreements arising therefrom and/or relating thereto, and (iii) all other proposals made by Intertrust.

2.2 Intertrust shall be entitled to amend these Terms. Any amendment to these Terms will only become effective three months after such amendment has been notified to the Company.

3. DUTIES AND RESPONSIBILITIES OF INTERTRUST

3.1 Intertrust will act with due care in performing the Services in accordance with the standard of care and skill required by Dutch law.

3.2 Intertrust will provide the Services for the benefit of the Company only and solely for the purposes set out in the Agreement. Third parties cannot derive any rights from the Services performed on behalf of or rendered to the Company.

3.3 Insofar as the Services shall include the appointment of Intertrust as managing director of the Company and the performance of management duties in that capacity, Intertrust shall:

- (a) perform its duties and render its services properly, diligently, faithfully and in the best interest of the Company with due observance of the standard of fiduciary duties and responsibilities under Dutch law;
- (b) manage the affairs of such Company and fulfil the duties and observe any restrictions imposed upon it by virtue of the relevant Agreement, the articles of association of the Company or Dutch law; and
- (c) duly observe and execute the resolutions and general guidelines that the general meeting of shareholders or the management board of the Company may adopt or issue from time to time.

3.4 Intertrust shall determine in what manner and by which person(s) the Services shall be performed, thereby taking into account, as much as possible, any wishes expressed by the Client and/or the Company.

3.5 If the Company instructs advisers (either directly or through Intertrust) on any matter relating to or in connection with the Services, Intertrust will not be liable to the Company for the services, advice or information provided by, or responsible for the fees and expenses of those advisers.

3.6 Notwithstanding the foregoing, Intertrust shall not be obliged to do or omit to do anything which it considers to be in conflict with the interest of the Company, any applicable law, regulation or (internal) policy rules or otherwise harm Intertrust's lawful interests, including its reputation.

4. COMPLIANCE WITH LAWS AND REGULATIONS

4.1 The Company accepts that Intertrust may take whatever steps Intertrust considers appropriate to comply with all applicable laws and regulations, including (conditions to) permits or authorisations of any governmental or regulatory authority, in providing the Services.

4.2 The Company accepts and commits to provide Intertrust with all documents and information with respect to the Company or any of its Group Members that Intertrust is or may be required to collect, maintain

and/or update by applicable laws and regulations, including the Supervision of Trust Offices Act ('Wet toezicht trustkantoren') and the Act on the prevention of money laundering and terrorist financing ('Wet ter voorkoming van witwassen en financieren van terrorisme'), or as a result of any (internal) policy as well as all information allowing Intertrust to determine the volume and nature of the transactions entered into by the Company or in relation to the Services, as the case may be. Any reasonable costs or expenses incurred by Intertrust in connection with this paragraph 4.2 shall be for the account of the Client Company.

4.3 Intertrust shall be authorised to answer any question and provide any information or documentation available to it regarding the Company, its Group Members, a structure or a transaction (i) to any tax or other governmental authority if there is a statutory obligation to do so, (ii) in accordance with article 9 of the Act on the prevention of money laundering and terrorist financing ('Wet ter voorkoming van witwassen en financieren van terrorisme'), or (iii) if Intertrust in its reasonable opinion believes that this is necessary or desirable for compliance with any applicable law or regulation or for defending the Company or Intertrust against any complaint or claim, whether on a statutory law, contract law, tax law, or criminal law basis.

5. SERVICES INTERTRUST WILL NOT BE PROVIDING

5.1 The Services will in any case not include providing, obtaining or reviewing on the Company's behalf any legal, tax, commercial, financial, auditing, brokerage, actuarial, banking, investment management, information technology, technical or insurance services.

5.2 Intertrust may engage the services of duly qualified advisers, such as auditors, attorneys, or taxation experts, if, and to the extent to which, these are deemed appropriate or required by Intertrust in relation to the Services. The pertinent costs of such third party advisory services shall be for the account of the Company.

6. COMPLAINTS ABOUT THE SERVICES

Intertrust is committed to providing the Company with the highest quality of service. If the Company has any concern or complaints about any of the Services, Intertrust would like to discuss and try to resolve them with the Company as soon as possible. A copy of Intertrust's complaint policy and procedures can be downloaded from its website.

7. ENDING THE SERVICES

7.1 The Agreement can be terminated by the Company or by Intertrust at the end of any calendar month by giving three months written prior notice.

7.2 Insofar as Intertrust is appointed as managing director of the Company, the general meeting of shareholders of the Company is entitled to dismiss Intertrust as managing director of the Company in accordance with the relevant provisions of the articles of association of the Company and the Dutch Civil Code. In an event of dismissal or resignation of Intertrust as managing director of the Company, the Company shall procure that Intertrust shall be granted full discharge for having acted as managing director of the Company.

7.3 Intertrust can also stop providing any Service with immediate effect, both in respect of any specific Service or generally if an event arises that, were the Agreement to continue might unreasonably burden or affect any of

the parties, such as reputational damage, not receiving clear and timely instructions from the Company, non-compliance with any applicable laws or regulations by the Client or the Company, unreasonably refusing to satisfy Intertrust's invoice or insolvency or a continued impairment of the moral, legal or financial integrity of the Client or the Company, to be determined at the sole discretion of Intertrust.

7.4 The resignation on Intertrust's own initiative and Intertrust's subsequent reasonable actions can never give rise to a claim on the part of the Company or any of its Group Members to damages in that respect. To the extent applicable and appropriate, Intertrust shall be authorised to inform the trade register of the Chamber of Commerce, the Dutch Central Bank or any (tax) authorities of its resignation and, if necessary to Intertrust's discretion, the underlying motivation thereof.

7.5 In the event that Intertrust as part of the Services provides domicile to the Company, the Company herewith irrevocably authorises Intertrust to take appropriate measures to change the Company's domicile if such change of domicile is not duly effected prior to the termination of the Agreement and, for that reason, the Company hereby grants to Intertrust an irrevocable power of attorney to make the appropriate filings with the Chamber of Commerce in connection with changes in the address of the Company.

7.6 Subject to paragraph 13 below and prior to full settlement of all outstanding invoices, costs and/or fees by the Client and/or the Company, the corporate and administration documents relating to the Company and its affairs, which are held by Intertrust, shall be returned to the Company, or any other person so designated by the Company for this purpose.

7.7 Upon termination of the Services the Company will cease to have its registered address at Intertrust's address unless parties agree otherwise.

7.8 Paragraphs 7.5, 9, 13, 14.8, 14.10, 15, 16, 19.1, 19.2, 21 and 22 of these Terms shall survive the termination or rescission for any reason of any agreement concluded between Intertrust and the Company or of the engagement of Intertrust in relation to the Services.

8. REMUNERATION

8.1 Unless otherwise agreed in writing between Intertrust and the Company, the Company shall be invoiced an annual advance fee for the Services to be rendered by Intertrust as specified in the Agreement.

8.2 Intertrust and the Company will separately agree on the fees or the fee structure for any particular Service. In the absence of such separate agreement, Intertrust's fees will be calculated on a time-spent basis and be reference to its standard hourly charging rates from time to time. All fees or hourly charging rates quoted to the Company are exclusive of applicable value added (or similar) tax and a fee for general office expenses.

8.3 Intertrust will, unless agreed otherwise, send the Company invoices for fees and expenses or other disbursements incurred during the period covered by such invoice in relation to the Services on a monthly basis. Any fees or expenses omitted from the period stated on each invoice will be included in a subsequent invoice.

8.4 Payment of any invoice shall be due within thirty days of the date of each invoice. The Company shall be responsible for the payment of Intertrust's fees and disbursements, together, in each case, with any applicable VAT on such amounts. If payment is not made before the due date, the Company shall be in default without notice of default being required and a late payment penalty interest of one percent per month will be charged. Late payment interest will accrue as of the first day when payment becomes overdue.

8.5 In the event of continued default of payment by the Company, all cost of collection, both judicial and extrajudicial, shall be for the account of the Company. In such event, Intertrust shall also be entitled in its sole discretion to either suspend the performance of its obligations or rescind any agreement concluded with the Company for the performance of the Services with immediate effect.

8.6 At the first request of Intertrust the Company shall be obliged to provide adequate security, in a form acceptable to Intertrust, for the payment obligations of the Company under the Agreement and these Terms.

8.7 Intertrust is entitled to transfer its receivables for collection or factoring purposes.

9. SECURITY

At the first request of Intertrust the Company shall be obliged to provide adequate security, in a form acceptable to Intertrust, for its (payment) obligations under the Agreement and pursuant to these Terms.

10. DUTIES, REPRESENTATIONS AND WARRANTIES OF THE COMPANY

10.1 The Company shall and shall procure that its Group Members will provide any information, documentation, or any other form of co-operation (including for the purposes of all tax matters), all in a reasonable timeframe, that Intertrust reasonably requires for the provision of its Services or the carrying out of its responsibilities as managing director of the Company or otherwise under any agreement concluded between Intertrust and/or the Client and/or the Company, including, but not limited, to:

- (a) copies of all resolutions of the Company's general meeting of shareholders and, if applicable, its board of supervisory directors;
- (b) information regarding any change or anticipated change in the legal and/or beneficial ownership of the Company;
- (c) all financial information, in particular information pertinent to the preparation of the annual accounts and the tax returns of the Company;
- (d) all information concerning possible transactions to be entered into on behalf of the Company by any Non-Intertrust Director or representative other than Intertrust, if any.

10.2 The Company represents and warrants ('garandeert') to Intertrust that:

- (a) any information or documentation provided by or on behalf of the Company to Intertrust shall be true, accurate, up-to-date and complete at the time provided;
- (b) each transaction that concerns the Company and to which Intertrust is a part or is involved with, complies with and is legitimate in the jurisdiction(s) involved in such transactions; and
- (c) the performance of the Services will not infringe on third party rights, including any intellectual property rights.

10.3 In case in addition to Intertrust one or more Non-Intertrust Directors shall act as managing director of the Company, the Company represents, warrants and shall procure that each Non-Intertrust Director is of good standing, reputable, duly qualified to act as managing director of a Dutch entity and will not engage in any transactions on behalf of the Company which are illegitimate in the jurisdiction(s) involved in such transaction.

10.4 Insofar as Intertrust has not been or will not be entrusted with the bookkeeping of the Company, the Company represents and warrants that the administrative organisation and the internal control procedures of the person responsible therefore meet the standards as required under Dutch law and are such that unusual transactions within the meaning of the Supervision of Trust Offices Act in which the Company is involved will be flagged and notified to Intertrust and all the managing directors of the Company immediately upon discovery of their occurrence.

10.5 The Company shall notify Intertrust by registered mail in case of a transfer, sale, pledge or other disposal of the direct or indirect control over the Client or the Company at least five business days in advance.

10.6 As long as Intertrust acts as managing director of the Company under any Agreement, the Company shall be adequately funded so as to enable it to meet

its financial obligations. A bank account in the name of the Company shall be opened and maintained to cover running expenses of the Company. This bank account will at all time show a minimum balance of EUR 5,000.

10.7 If the resolutions and general guidelines are communicated through an attorney in fact, Intertrust will observe and execute the same upon receipt of written confirmation that such attorney is authorised to communicate said resolutions and general guidelines to Intertrust. This confirmation may be deemed to remain in effect until Intertrust receives specific written notice to the contrary.

11. LICENSED IP

Insofar as and to the extent that the Services include managing, (sub)licensing or otherwise disposing of any Licensed IP:

- (a) the Company represents and warrants to Intertrust that:
 - (i) the Company or any of its Group Members has title to, or has validly licensed to it, all of such Licensed IP and there are no restrictions on their use in accordance with the Services; and
 - (ii) to the Company's best knowledge, no third party is infringing such Licensed IP and none of these Licensed IP are infringing any intellectual property rights of a third party;
- (b) to the extent applicable, during the term of the Agreement, the Company or any of its Group Members shall, at its own cost and discretion, take reasonable steps to maintain the registration for the Licensed IP; Intertrust shall promptly provide all reasonable assistance required in connection with the maintenance of the registration of the Licensed IP;
- (c) each party shall immediately notify the other in writing of any of the following matters which comes to its attention (giving full particulars):
 - (i) any actual, suspected or threatened infringement of the Licensed IP;
 - (ii) any allegation or complaint made by any third party that any of the Licensed IP is invalid, that its use infringes any third party rights, or that its use may cause deception or confusion to the public; and
 - (iii) any other form of attack or claim to which any of the Licensed IP may be subject; and
- (d) Intertrust shall not make any admissions in respect of these matters other than to the Client or the relevant Group Member and shall, in each case, provide the Client and/or the relevant Group Member with all relevant information (including underlying documentation) in its possession.

12. ELECTRONIC COMMUNICATION

12.1 There is no guarantee that electronic communications between Intertrust and the Company will be secure, virus free or successfully delivered. Intertrust shall not incur any liability resulting from or in connection with use of email and/or facsimile communication as means of communications, and shall not be liable to the Company if, due to circumstances beyond Intertrust's reasonable control, such electronic communications are intercepted, delayed, corrupted, not received or received by persons other than the intended addressees.

12.2 Intertrust shall not incur any liability in connection with the issuance or implementation of payment instructions given by email, facsimile or telephone communication, provided that Intertrust has (i) acted in accordance with the contents of any such communication, and (ii) has observed its fiduciary duty of care and has adhered to its obligations under the Agreement.

13. DOCUMENT RETENTION POLICY

The Company agrees that Intertrust may keep any documents, papers or other materials (in either physical or electronic form) in relation to any Service for archival purposes under applicable professional standards and in accordance with applicable law.

14. TAX

14.1 In this paragraph 14:

tax or taxation means any tax of whatever nature levied, withheld or assessed by any jurisdiction or subdivision thereof and includes penalties, fines and interest relating to any of the foregoing;

reputable tax counsel means independent professional tax counsel (a tax advisor, accountant or lawyer) authorised to practice in a relevant jurisdiction or in-house tax counsel, in each case of high repute and reasonably acceptable to Intertrust;

tax advice means written advice setting out the material tax consequences of a specific proposed set up of a group of companies or a company structure (each a **structure**), a transaction or a set of transactions (**transaction**), the overall or specific tax position of the Company and, implicitly or explicitly, confirming that the structure or transaction does not violate the tax laws and regulations of the jurisdictions in which the structure or transaction is set up or is carried out, or which jurisdictions are otherwise relevant for the tax consequences of the proposed structure or transaction; and

tax opinion means a legal opinion issued by internationally reputable tax counsel, reasonably acceptable to Intertrust, on the intended tax consequences of a proposed structure or transaction of at least 'should' level and not containing material qualifications.

14.2 Intertrust does not provide professional tax advice. Any statement made by or on behalf of Intertrust, including but not limited to such statements made in marketing materials, offer letters, client news letter and on its website, reflects the understanding of Intertrust of the tax consequences of a structure or transaction, is provided for general information purposes only and is always subject to professional tax advice that the Client or the Company, as the case may be, should obtain on the basis of its specific position.

14.3 It is the Company's responsibility to obtain tax advice from a professional tax counsel confirming the intended tax effects and the absence of unintended tax effects before requesting or instructing Intertrust to set up any structure, incorporate any company or carry out any transaction. The Company represents and warrants to Intertrust that any request or instruction given to Intertrust is not in violation of the tax laws of any relevant jurisdiction. Intertrust is not required to verify compliance with applicable tax laws and regulations. Intertrust does not accept any responsibility for the tax aspects (in the broadest sense) of any structure or transaction in which a Client or Company is involved and for carrying out any request or instruction by a Client or a Company.

14.4 Upon first request by Intertrust (whether at the time of the conclusion of any Agreement, at the receipt of a request or instruction, or at any other point in time), the Client or the Company is required to provide (or to update earlier provided) tax advice from a reputable tax counsel. If the tax advice is not provided in a form reasonably acceptable to Intertrust within a reasonable period of time, Intertrust is authorised to instruct the reputable tax counsel for the provision of such tax advice on behalf of the relevant Company and to charge the costs of said tax advice to that Company.

14.5 If Intertrust has reasonable doubts whether a request or instruction has the intended tax effects or believes that such request or instruction may violate the tax laws of any relevant jurisdiction and it is not provided with a tax opinion reasonably acceptable to it, Intertrust is allowed to postpone or not to carry out said request or instruction and shall not be held liable for any damage, including consequential damage and loss of profit or opportunity (including but not limited to the loss of a tax saving), incurred as a result of postponing

and/or not carrying out such request or instruction, even if at a later point in time the Client or the Company has demonstrated that the request or instruction had the intended tax effects and did not violate the tax laws of a relevant jurisdiction.

14.6 Intertrust, acting on its own behalf or on behalf of a Company, shall be authorised to retain - or to procure the retention of - such part of any payment or fund transfer as, in its reasonable view, is required to cover any (potential) liability to tax whether due in respect of that payment or in respect of any form of income, turnover, costs or profit realised or deemed realised by a Company or any other Company in the same structure for which Intertrust is providing services.

14.7 The Client or the Company, as the case may be, shall bear all stamp duty, notarisational fees, other documentary transfer or transaction duties and any other transfer taxes arising as a result of the conclusion of any agreement between Intertrust and the Client or the Company and/or the carrying out of any transaction with the Client or the Company.

14.8 Any sum payable under any agreement concluded between Intertrust and a Client or a Company is exclusive of any applicable indirect tax (which shall include any value added tax implementing the EU VAT Directive, and any other form of value added, sales or services tax).

14.9 If the Client or the Company, as the case may be, in respect of any fee, invoice, transaction, payment or funds transfer, is entitled to a lower rate of tax (which lower tax, for the purposes of this provision, shall include a full exemption), it shall provide Intertrust, on its own initiative or after a request by Intertrust, at the latest at such time as is necessary to allow Intertrust to apply such lower rate with the information or documentation required in a form reasonably acceptable to Intertrust, in the absence of which Intertrust shall be authorised to apply an applicable higher rate.

14.10 The Company hereby covenants with Intertrust to pay to Intertrust an amount equivalent to any amount payable by Intertrust to any tax authority in respect of a failure to discharge any tax levied, assessed or otherwise due by or for the account of the Client or the Company.

15. INDEMNITY

15.1 The Company shall fully indemnify Intertrust and hold Intertrust harmless from and against any threatened, past, pending or future claims, whether contractual or pursuant to wrongful act, dispute or controversy of any nature instigated by any person other than the Company arising, directly or indirectly, in connection with the performance by or on behalf of Intertrust of the right and/or obligations under the Agreement or the rendering of any Service, except for any claims resulting from fraud ('bedrog'), gross negligence ('grove nalatigheid') or wilful misconduct ('opzet') by Intertrust. The amount indemnified by the Company to Intertrust pursuant to this paragraph 15.1 shall include, but shall not be limited to, all damages, losses, taxes, fines, costs, expenses and legal fees, and any interest thereon, suffered, incurred, arising or expended that Intertrust may at any time directly or indirectly incur.

15.2 Insofar as the Services shall include the appointment of Intertrust as managing director of the Company, the Company shall indemnify Intertrust and hold Intertrust harmless from and against any claims that result from or relate to:

- (a) a Non-Intertrust Director not properly performing its management duties or otherwise acting or omitting to act and as such giving rise to responsibility or liability of the Company and/or its managing directors; or
- (b) untimely or improper bookkeeping, to extent that Intertrust has not been entrusted with the bookkeeping of the Company.

16. LIABILITY OF INTERTRUST

16.1 Intertrust shall not be liable for any damages incurred by the Company or any of its Group Members as a result of or, directly or indirectly, in connection with the Agreement or Intertrust rendering the Services, unless such damages result from fraud ('bedrog'), gross

negligence ('grove nalatigheid') or wilful misconduct ('opzet') by Intertrust.

16.2 Neither the Company nor any of its Group Members shall in any event be entitled to claim for any punitive, special, indirect or consequential damages or loss of profit or for any loss of goodwill or possible business, whether actual or prospective, as a result of or in connection with the Agreement or Intertrust rendering the Services.

16.3 To the extent legally permitted under any applicable law or regulation, the total liability of Intertrust for any actions, claims, losses, liabilities, damages, costs, charges or expense suffered or incurred by the Company or any of its Group Members arising, directly or indirectly, in connection with the Agreement or any Services rendered shall be limited to the amount paid-out in the relevant case, if any, under Intertrust's professional liability insurance policies, plus the amount of the own risk deductible that is not for the account of the insurers under the policy condition. In the event and to the extent that no monies are paid out under Intertrust's professional liability insurance policies for whatever reason, Intertrust's liability shall be limited to an amount which will not exceed the aggregate amount of fees paid for such part of the Services that gave rise to the claim over a period of the last 12 months.

16.4 In certain circumstances where Intertrust would be prejudiced as a result of arrangements between the Company and its professional advisors limiting their liability to the Company or where the Company is otherwise unable to recover from its advisors the full amount of any loss they have caused the Company and Intertrust would also be liable to the Company. Intertrust's liability to the Company will not be increased beyond what it would have been in the absence of those arrangements of circumstances.

16.5 The Company shall only bring a claim and shall procure that its Group Members shall only bring a claim against Intertrust (Netherlands) B.V. and not against any Intertrust Person (whether or not that individual or entity was involved in providing the Services to which such claim relates). No Intertrust Person will be held liable for or in connection with the Services or any matter relating to it. Insofar as articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code could undermine the foregoing, the application of these articles is explicitly excluded.

16.6 In no event shall Intertrust or any Intertrust Person be liable for any loss, damage, cost or expenses arising in any way from, or in connection with, any dishonest, deliberate or reckless misstatement, concealment or other conduct on the part of any other person.

16.7 Intertrust shall not be liable in respect of any claim unless a notice of the claim is given by the Company to Intertrust specifying said claim within twelve months following the act (or omission) that gave rise to the claim. Furthermore, all claims against Intertrust shall expire three months after the moment that the Company is aware or could reasonably have been aware of the existence of said claim.

17. PROCEDURE FOR RESOLVING CLAIMS

17.1 Any claim by either the Company or Intertrust under these Terms or in connection with an Agreement shall be notified to the other party in writing. The notice of claim shall give details of the claim and refer to this paragraph 17.1.

17.2 In case of a claim between the Company and Intertrust, the parties shall first attempt to resolve the claim amicably by negotiations. If any such claim is not resolved amicably by negotiations within thirty days from the date on which valid notice of the claim was given (or any longer period as is agreed by the Company and Intertrust in writing), it shall be finally settled in accordance with the dispute resolution set out in paragraph 22.

18. CONFIDENTIALITY

Neither Intertrust nor the Company shall disclose any documents or information relating to the other party, except in accordance with paragraph 4.3 or to the extent such information consists of information or data that is public knowledge.

19. NON-SOLICITATION

19.1 Intertrust on the one hand and the Company and its Group Members on the other hand undertake for the course of the Services being rendered and for a period of one year after termination of the Agreement, not to solicit or employ directly or indirectly any employees of the other party other than after mutual consultation and consent and written agreement of the relevant parties.

19.2 A penalty shall be due to Intertrust by the Company and its Group Members, amounting to EUR 50,000 for each violation of paragraph 19.1 of these Terms and EUR 5,000 for each day such violation continues, notwithstanding Intertrust's right to claim either due fulfilment of all obligations under the non-solicitation undertaking and/or full compensation for any damages suffered by Intertrust resulting from any act contrary thereto.

20. DATA PROTECTION

The Company and Intertrust undertake that they will comply with applicable personal data protection law, including the Dutch Data Protection Act ('Wet Bescherming Persoonsgegevens').

21. ENFORCEMENT

Only Intertrust and the Company shall have the right to enforce any of the provisions of these Terms, except that, in addition to Intertrust, any Intertrust Person may at all times invoke the provisions of these Terms for their own benefit as third party beneficiaries.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

The Terms, the relationship between Intertrust and the Company and any non-contractual obligations arising out of or in relation to the Terms are governed by, and interpreted in accordance with Dutch law and any disputes arising out of or in connection therewith will be brought before the competent court in Amsterdam, The Netherlands.