

Downstream B.V.'s General Conditions

1. Engagement Letter

- 1.1 Downstream B.V. will provide the services set out in the Engagement Letter and will not be obliged to provide any other advice or services unless the Engagement Letter shall be amended or supplemented to increase the scope of services to be provided.
- 1.2 Downstream B.V. will not be responsible for providing advice on legal, regulatory, tax or accounting matters unless the Engagement Letter shall expressly so state. Absent such a provision, any advice rendered by Downstream B.V. may not be relied upon for such matters.
- 1.3 Downstream B.V. will not be responsible for performing due diligence for any purpose except to the extent expressly provided in the Engagement Letter.
- 1.4 Any advice rendered by Downstream B.V., unless otherwise expressly agreed in the Engagement Letter, is provided to you solely for your benefit and may not be relied on by you other than for the purposes of the Engagement and may not be disclosed by you to any third party or announced publicly unless there is a legal or regulatory obligation to so disclose or announce it.
- 1.5 Downstream B.V. disclaims all liability for any consequence whatsoever should any third party use or rely on any advice rendered by Downstream B.V. as set out in the Engagement Letter without the prior written consent of Downstream B.V..

2. Authority and Information.

- 2.1 Downstream B.V. is entitled to assume that your instructions regarding the Engagement have been properly authorised by you if they are given by any of your directors or senior executives or by any of the individuals referred to in the Engagement Letter.
- 2.2 You hereby authorise Downstream B.V. to carry out such steps as it considers necessary to complete the Engagement, including using agents and subcontractors (including any parent or subsidiary undertaking of Downstream B.V. and any subsidiary undertaking of any such parent undertaking (such undertakings being Downstream B.V.'s affiliates)) to assist Downstream B.V. under the Engagement. Downstream B.V. will remain liable to you in respect of any services provided by Downstream B.V.'s affiliates, agents and subcontractors subject to the terms of the Engagement Letter.
- 2.3 You understand and agree that Downstream B.V., in performing the Engagement, will use and rely upon information provided by you as well as publicly available information and that Downstream B.V. does not assume responsibility for independent verification of any information, whether publicly available or otherwise furnished to Downstream B.V. by you. Accordingly, Downstream B.V. shall be entitled to assume and rely upon the accuracy, fairness and completeness of all such information.
- 2.4 You understand and agree that Downstream B.V. may disclose any information provided by you under the Engagement to such of its affiliates, agents and subcontractors and to its and their respective officers, employees, representatives and consultants as Downstream B.V. shall consider necessary in the performance of the Engagement and Downstream B.V. shall ensure that all persons to whom such information is disclosed shall treat such information as confidential.

3. Disclosure of Other Interests.

- 3.1 Downstream B.V. and/or one of its subsidiaries or affiliates and/or one of their respective officers, employees, representatives, agents or subcontractors may have interests, relationships and/or arrangements that may give rise to conflicts or interests that are otherwise material in relation to the Engagement ("Other Interests"). The individuals assigned to the Engagement by Downstream B.V. may be unaware of, and in any event are required to disregard, any Other Interests.
- 3.2 You agree that Downstream B.V. does not have a duty to disclose to you any matter that may affect the Engagement and that may come to the notice of Downstream B.V., unless such matter comes to the attention of the individuals assigned to the Engagement and unless the disclosure of such matter to you would not constitute a breach of duty owed to other persons.

4. Limitations of Liability; Third Party Claims; Disclaimer.

- 4.1 You acknowledge and agree that in relation to the Engagement your relationship is solely with Downstream B.V. and you therefore agree not to bring a claim of any nature against any of Downstream B.V.'s affiliates, agents or subcontractors or any of the respective officers, employees, representatives, consultants or staff of Downstream B.V. or any of its affiliates, agents or subcontractors who perform work in connection with the Engagement and you agree that such persons shall have no liability to you under the Engagement.
- 4.2 Downstream B.V. shall not have any liability to you on account of the Engagement unless such liability shall have been the result of fraud, gross negligence or wilful misconduct on the part of Downstream B.V.
- 4.3 Notwithstanding the foregoing but subject to clause 4.8 below, under no circumstances shall the aggregate damages payable by Downstream B.V. for any claim by you of whatever nature arising in connection with or otherwise relating to the Engagement exceed the amount of the fee actually paid for the Engagement as specified in the Engagement Letter and no action arising from or pertaining to the Engagement may be brought by you more than one year after that action had occurred.

- 4.4 Under no circumstances shall Downstream B.V. be liable for indirect, incidental, consequential, special, or punitive damages or loss on account of any claim arising from or in connection with or otherwise relating to the Engagement, whether on the basis of negligence, tort, breach of contract, misrepresentation, indemnity or otherwise.
- 4.5 You shall pay, and shall protect, indemnify and hold harmless Downstream B.V. from, any claim, demand, damage, loss, cost, expense or liability of whatever nature, including legal fees and expenses brought by or incurred on account of anyone other than you against Downstream B.V. on account of or arising in connection with or otherwise relating to the Engagement.
- 4.6 Downstream B.V. hereby disclaim any and all representations and warranties of whatever nature made in connection with the Engagement.
- 4.7 Downstream B.V. will use reasonable commercial efforts to comply with any date for completion of the Engagement or any portion thereof, but any such date shall only constitute a statement of expectation and shall not be binding. Failure to complete the Engagement or any portion thereof by a particular date shall not constitute a breach of contract. Downstream B.V. shall not be liable for any loss, cost or damage, direct or indirect, caused by any delay and in no case shall delay be a ground for terminating the Engagement.
- 5. Payment.**
- 5.1 Payment of each invoice of Downstream B.V. is due immediately upon receipt by you of the invoice. Payment shall be made to Downstream B.V. at the address set forth in the Engagement Letter or at such other address as may be specified from time to time by Downstream B.V..
- 5.2 The amount invoiced for services rendered or in connection with any work product as described in the Engagement Letter is net of any applicable withholding taxes that may be imposed by governmental authorities of any country from which such payment may be made. If any such withholding taxes shall be imposed or collected in connection with such payment so that the payment actually received by Downstream B.V. shall have been reduced from the amount of the payment stated in the Engagement Letter, you shall be responsible for paying to Downstream B.V. such additional amounts as shall be necessary to cause Downstream B.V. to have received the full amount stated herein without regard to the imposition or collection of any such withholding taxes.
- 5.3 Amounts invoiced are also exclusive of value added tax or sales tax or any other tax or other governmental charge payable in connection with the Engagement Letter, the Engagement or the exercise of your rights hereunder, which tax or charge will be paid by you at the rate and in the manner prescribed by law.
- 6. Termination.**
- 6.1 If (i) you shall fail to reasonably co-operate with Downstream B.V. in providing information, instructions, facilities or other resources to it, or in making your personnel available, as required to enable Downstream B.V. to complete the Engagement or (ii) you shall fail to make any payment in full and in a timely fashion of any amount required to be paid by the Engagement Letter or (iii) you shall breach any obligation contained in the Engagement Letter; and any of such failures or such breach shall continue for five business days after you receive notice thereof; or if you are unable to pay your debts or become insolvent or an order is made or a resolution is passed for your administration, winding-up or dissolution or an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or anything analogous to the foregoing occurs in any jurisdiction, or you cease to carry on business as carried on at the date of the Engagement Letter; or if you should undergo a change of control (for such purposes, "control" means the right to direct the affairs of a company whether by ownership of shares, by membership of the board of directors, by agreement or otherwise); in any of such cases Downstream B.V. shall have the right to terminate the Engagement without any further liability and retain all payments previously made to it and you shall be obligated to pay to Downstream B.V. all amounts due and unpaid under the Engagement Letter as well as reasonable compensation for work performed by Downstream B.V. for which payment is not otherwise yet due and payable.
- 6.2 You shall have the right to terminate the Engagement provided that you shall have given Downstream B.V. at least ten business days' notice of such termination and shall have paid all amounts due and unpaid under the Engagement Letter as well as reasonable compensation for work performed by Downstream B.V. for which payment is not otherwise yet due and payable.
- 6.3 The termination of the Engagement shall not relieve you of any obligations under the Engagement Letter that arose prior to such termination and that do not, by their terms, end as of such termination and all of the same shall survive such termination.
- 7. Governing Law; Jurisdiction.**
- The Engagement Letter shall be governed by and interpreted in accordance with the laws of The Netherlands.
- 8. Entire Agreement; Severability; Waiver.**
- 8.1 The Engagement Letter constitutes the entire agreement with respect to the subject matter of the Engagement Letter, and supersedes any previous proposals or other communications and any previous agreements. The Engagement Letter shall govern in the case of any inconsistency between it and any purchase order, change order, confirmation or other document issued by either party.

8.2 If any provision, clause or application of the Engagement Letter to any party or circumstance is held invalid and unenforceable, this shall not affect any other provision, clause or application thereof.

8.3 A waiver of any of the provisions of the Engagement Letter or of any breach or default will not constitute a continuing waiver, and will not prevent the waiving party from subsequently enforcing any of the provisions of the Engagement Letter not waived or from acting on any subsequent breach or default.

10. Amendments; Assignment.

10.1 No amendment or variation of the Engagement Letter shall be effective unless made in writing and signed by you and Downstream B.V.

10.2 You may not assign any of your rights under the Engagement Letter without Downstream B.V.'s prior written consent.

11. Notices.

All notices, consents, approvals or other communications pursuant to the Engagement Letter shall be made in writing and shall be delivered by personal delivery, by prepaid registered or certified mail (return receipt requested) or by overnight courier (with receipt for delivery), in each case to the applicable address or number specified in the Engagement Letter.

12. Disclosure.

You will not disclose the identity of Downstream B.V. as a supplier of services or otherwise publicise the subject matter of the Engagement Letter without Downstream B.V.'s prior written consent and Downstream B.V. will not disclose the identity of you as recipient of services or otherwise publicise the subject matter of the Engagement Letter without your prior written consent.