

# General Terms and Conditions of Lighthouse Russia B.V.

Version 4 February 2018

ENGLISH TRANSLATION OF THE LEADING DUTCH VERSION

## Definitions

**Assignment:** the assignment by the Client to Lighthouse with respect to the services and activities to be rendered by Lighthouse to or for the benefit of, the Client.

**Assignment Agreement:** the assignment agreement between the Client and Lighthouse, containing the Assignment and the terms and conditions of the Assignment.

**BW:** the Dutch Civil Code (“Burgerlijk Wetboek”).

**Client:** the natural person or legal entity that has instructed Lighthouse to perform services or activities as well as well as

**General terms and conditions:** these general terms and conditions of Lighthouse.

**Lighthouse:** the limited liability company incorporated under the laws of the Netherlands Lighthouse Russia B.V., with its corporate seat in Haarlem, the Netherlands, registered in the Trade Register with the Dutch Chamber of Commerce under number 34228180.

**Person:** each natural person and legal entity and each group of natural persons and/or legal entities cooperating with each other.

**Project:** the services and activities included in an Assignment.

**Project Phase:** a part of a Project.

**Proposal:** the proposal of Lighthouse to a Client in which, amongst others, will be described the possible Assignment, the possible Project, the possible Project Phases, as well as the other activities and services to be rendered by Lighthouse, and the terms and conditions thereof.

**Representative Office:** the Representative Office of Lighthouse in Russia.

**Supplier:** any supplier and/or serviceprovider of Lighthouse.

**In writing:** per registered post, per regular post, per telefax, or per e-mail.

## 1. Applicability and term

1.1. These General Terms and Conditions are applicable to any and all communications, proposals, offers, meetings, discussions, negotiations, correspondence, agreements, services and activities of Lighthouse and Lighthouse's Representative Office in Russia, their group companies, their employees and their auxiliary Persons and third parties like service-providers and subcontractors of Lighthouse, irrespective in what form these occur (oral, in writing, electronic). These General Terms and Conditions are applicable to, amongst others, the Proposal, the Assignment, the acceptance and execution of the Assignment and everything related to the Assignment and related to the relationship between the Client and Lighthouse in connection with an Assignment. These General Terms and Conditions are also applicable to all other legal relationships between Lighthouse and the Client and between the Persons instructed by the Client and Lighthouse, insofar such instructions relate to an Assignment, as well as to any and all relations between Lighthouse and its Suppliers.

1.2. The Client herewith declares that the Client and the Supplier is a professional party acting in the execution of its profession or enterprise.

1.3. These General Terms and Conditions shall always be applicable and any terms and conditions of the Client and the Supplier will never be applicable and will always be rejected by Lighthouse, even in case the Client and/or the Supplier has declared its own terms and conditions applicable.

1.4. These General Terms and Conditions are applicable for an indefinite period of time, even in case the term or period for proposals, offers, offer letters, services and/or activities has lapsed or in case the Assignment and/or the Assignment Agreement and/or the relationship between Lighthouse and the Client and/or Supplier has been terminated, unless the applicability of one or more or all of the provisions in these General Terms and Conditions have been explicitly excluded or waived by Lighthouse in writing, in which case those provisions will not be applicable.

## 2. Client: Assignor, assignee

2.1. Replacing Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code, all work will be exclusively accepted and carried out by Lighthouse Russia B.V. The legal relationship between the Client and Lighthouse is an instruction agreement (in Dutch: “overeenkomst van opdracht”) as meant in Article 7:400 and further BW, whereby the Client is deemed to be a professional assignor (in Dutch: “opdrachtgever”) (not being a consumer) and Lighthouse is deemed to be a professional assignee (in Dutch: “opdrachtnemer”) as meant in Article 7:405 BW.

2.2. Only Lighthouse is the formal assignor and only the Client is the formal assignee.

2.3. The Client is aware of and agrees with the fact that in the execution of the Assignment Lighthouse will use auxiliary Persons including employees, service-providers and subcontractors of Lighthouse, who may or may not be working in the Representative Office of Lighthouse in Russia, and other third parties. The auxiliary Persons will never be the assignee and will never be instructed by or be liable to the Client. The provisions in these general terms and conditions shall also apply to the directors of Lighthouse, Lighthouse’s group companies, including Lighthouse’s Russian Representative Office, the directors of Lighthouse’s group companies, Lighthouse’s employees, the auxiliary Persons used by Lighthouse, third parties and all other Persons working for Lighthouse.

2.4. Every Assignment and agreement and communication with a Person related to the Client and/or acting on behalf of the Client, is deemed to be given by and entered into by the Client and shall be binding for the Client. The Client represents and warrants to Lighthouse that the Client is always represented by Persons who are competent and legally empowered to represent the Client.

2.5. The Client indemnifies Lighthouse and holds Lighthouse harmless against the consequences of any and each invalid representation on behalf of the Client.

## 3. Client: Assignment

3.1. Each of the services and activities to be rendered or performed by Lighthouse to or on behalf of a Client shall be deemed to be an assignment (in Dutch: “opdracht”) in the meaning of Article 7:400 and further of the Dutch Civil Code.

3.2. The assignment by the Client to Lighthouse shall be constituted as follows:

3.2.1. Lighthouse will make a proposal in the form of an offer to the Client in writing by e-mail or in a separate document (“Proposal”). In the Proposal Lighthouse will describe the activities and services that Lighthouse can perform for and render to the Client, the specific terms and conditions thereto, and how the Assignment could be defined.

3.2.2. The Client then can comment the Proposal to Lighthouse.

3.2.3. The Client and Lighthouse will discuss the Proposal with each other.

3.2.4. After Lighthouse and the Client have reached agreement with respect to the wordings of the Proposal, the acceptance by Lighthouse thereof will constitute the Assignment between the Client and Lighthouse.

3.2.5. An Assignment can be divided into Project Phases.

3.2.6. Lighthouse is entitled to only start performing or continuing its activities and rendering its services after receipt by Lighthouse of an advanced payment from the Client in case Lighthouse wishes to receive an advanced payment.

3.3.

3.4. Lighthouse shall not be liable towards the Client nor to any third party for the consequences of any delay in, or non-performance of, the acceptance or execution of any Assignment.

## 4. Client: Scope of the Assignment

4.1. The character and the scope of the Assignment is limited to what is laid down in the Proposal accepted by Lighthouse.

4.2. An Assignment will never be any order by a Client for legal representation of that Client by Lighthouse (in Dutch: “lastgeving”), unless explicitly otherwise agreed upon between Lighthouse and the Client in writing. An Assignment will never create or constitute one or more specific other agreements between the Client and Lighthouse like specific agreements as meant in the Dutch Civil Code, neither between the Client and Lighthouse, nor between the Client and Lighthouse’s employees and/or the auxiliary Persons used by Lighthouse and/or third parties, nor between Lighthouse and its employees and/or the auxiliary Persons used by Lighthouse and/or third parties. Consequently, the Assignment Agreement will never be or constitute agreements like a brokering agreement, a lease agreement, a transportation agreement or an employment agreement.

4.3. The acceptance and the execution of an Assignment by Lighthouse shall never be deemed to be or to constitute any factual and/or legal directorship or board membership by any of Lighthouse, its group companies, its directors and/or its employees within the organization of the Client, the Client’s group companies or third parties, unless such directorship or board membership has been explicitly accepted by Lighthouse in writing.

4.4. Lighthouse has the right, in consultation with the Client, to change its services and activities and the planning thereof and has the right to suspend such services and activities temporarily or permanently and to delegate such services and activities to third parties in case Lighthouse has the opinion that such is desirable for Lighthouse’s operations and/or for the proper execution of the Assignment, for instance in case of changes in the Russian and/or international political landscape. Lighthouse shall not be responsible or liable for the

consequences thereof for the Client and third parties and the Client shall not be entitled to any compensation.

4.5. The Client has no right to alter or change the Assignment and has no right to fully or partially terminate the Assignment without the express prior written consent of Lighthouse. The Client has no right to such alteration, change or termination unless having compensated Lighthouse in full and unless having held Lighthouse harmless.

## 5. Payment obligations of the Client, invoicing

5.1. The amounts payable by the Client to Lighthouse with respect to an Assignment which will be invoiced by Lighthouse are: (1) wages (fees), (2) the costs of Lighthouse in relation to an Assignment, including but not limited to the costs of the auxiliary Persons and third parties used by Lighthouse and their expenses; (3) the expenses of Lighthouse, including but not limited to office expenses, telephone expenses, fax expenses, computer and communication costs, travel expenses and lodging expenses, (4) the loss incurred by Lighthouse and the auxiliary Persons used by Lighthouse related to an Assignment, and (5) other amounts and expenses that Lighthouse will charge from the Client from time to time. Apart from the foregoing Lighthouse will charge a fee of 5% (five percent) of the wages (fees) to cover its office costs. Lighthouse is entitled to change these amounts and percentages from time to time, but will inform the Client beforehand.

5.2. Lighthouse will calculate and invoice its fees in the following manner: either (1) as one lump sum amount, or (2) as an amount that will be calculated by the hours worked by or on behalf of Lighthouse multiplied with the hourly tariff that Lighthouse charges for each employee and each auxiliary Person of Lighthouse, or (3) any other fee arrangement to be agreed upon between Lighthouse and the Client, and/or (4) a combination of (1) and (2) and (3).

5.3. A fee arrangement can consist of vouchers that give the Client the right to a fixed number of hours of service by Lighthouse without further payment. Such right will automatically lapse a day after the end of one year after such voucher has been issued to the Client. Vouchers that have not been used or that have not been fully used are non-refundable and shall never be exchangeable for money and/or other services or activities by Lighthouse. Lighthouse has the right to apply specific terms and conditions to such vouchers and to alter such terms and conditions, which shall not constitute any claim right for the Client.

5.4. Except in the case of a commission agreement Lighthouse will never accept any success fees nor any result-dependent payments like “no cure no pay”.

5.5. Lighthouse has the right to change, during the term of the Assignment, the fee structure and the tariffs, wages and percentages used by it, including the hourly tariffs of its employees and of the auxiliary Persons used by Lighthouse.

5.6. Lighthouse has the right to calculate and charge its costs and the costs of the auxiliary Persons used by Lighthouse and the costs of third parties, as a percentage of the fees invoiced by

it.

5.7. Travel time will be calculated and charged.

5.8. If applicable Lighthouse will charge value added tax (“VAT”) and other surcharges and taxes and the Client shall immediately have to pay such charges.

5.9. Lighthouse has the right to suspend the performance of its activities and services in case the Client has not performed its payment obligations in full and/or not in time and/or not without any reservations.

5.10. Before the start of the execution of an Assignment Lighthouse will be entitled to send an advanced invoice to the Client. In case a Project has been divided into Project Phases, Lighthouse will be entitled to send advanced invoices to the Client before the start of each Project Phase.

5.11. In case Lighthouse has performed its services and/or its activities in consultation with the Client before there was a formal Assignment, as well as in case of a termination of the Assignment and/or Assignment Agreement, Lighthouse still will be entitled to the payment of its services, costs and expenses which the Client then shall have to pay.

5.12. After an Assignment has been terminated Lighthouse will send an end invoice to the Client.

5.13. The Client shall pay all the amounts stated in each invoice in full and without any reservation into the bank account of Lighthouse as stated in the invoice within the time periods as stated in the invoice, but always within 14 calendar days after the date of the invoice. Payment shall be made in Euro’s or in the currency indicated by Lighthouse.

5.14. The costs related to each payment like banking costs, as well as all applicable taxes and levies, shall always be for the account of the Client and shall be paid by the Client at once. In case of a commission agreement Lighthouse shall pay 50% of the banking costs and the assignor shall pay the other 50%.

5.15. The amounts invoiced by Lighthouse to the Client, including any fees, any disbursements, VAT and levies, are a payment obligation of the Client (in Dutch: “brengschuld”).

5.16. The Client shall not be allowed to set off any payment obligation. Lighthouse has the right to set off any payment obligation to the Client with a claim of Lighthouse may have on the Client.

5.17. In case the Client has not or has not fully or has not timely performed its payment obligations to Lighthouse and in case a payment has not been made on the final payment date as stated in the invoice, the Client shall automatically be in default without the need for any formal notice of default by Lighthouse. In case of a default the Client is obliged to pay to Lighthouse the legal interest as meant in Article 6:119a BW with compounded interest over the amounts due and payable. The interest shall be calculated as from the fifteenth day, including that day, after the

original invoice date. In case the Client does not pay, does not pay in full and/or does not pay in time, the Client shall be obliged to pay the collection fees, court fees and lawyer's fees forfeited by Lighthouse as well as the legal interest as meant in Article 6:119a BW with compounded interest over these amounts.

5.18. In accordance with Article 6:44 BW any amount paid by the Client shall first be used to pay the costs, then it shall be used to pay the interest, and finally the remainder shall be used to pay the principal amount. Lighthouse has the right, without defaulting, to reject an offer for payment by the Client in case the Client does not wish to respect that order of payment. Lighthouse has the right to reject the full payment of the principal amount in case the Client does not at the same time also pay the interest and the costs.

5.19. Lighthouse's administration shall be the first sole and exclusive proof of the amounts due and payable by the Client. The Client however is entitled to proof its point of view.

## 6. Exclusion of liability, limitation of liability by Lighthouse

6.1. The Assignment and the execution thereof will, amongst others, be based on assumptions and interpretations by Lighthouse that are based on information given by or on behalf of the Client to Lighthouse.

6.2. Despite the fact that Lighthouse will use its best efforts to execute the Assignment, an Assignment shall never create or result in any obligation to Lighthouse to achieve a certain result for the Client or the Client's business, but shall only be an obligation to Lighthouse to use its best efforts.

6.3. Lighthouse has the right to execute any Assignment in accordance with its own views and professional standards; Lighthouse has no obligation to follow any instructions or orders from the Client in case these are unreasonable.

6.4. A proposal or offer by Lighthouse, irrespective in what form it has been made, will not create any obligations for Lighthouse. They will only create an obligation for Lighthouse in case they are written down in undersigned Proposal by Lighthouse.

6.5. The advice and communications by Lighthouse are only intended for the Client and shall have to be assessed together and in the context of the Assignment and the information provided by the Client to Lighthouse.

6.6. Lighthouse's advice will never constitute any rights to third parties.

6.7. Lighthouse shall never be liable in case any of the information given by the Client to Lighthouse is incorrect, incomplete or too late.

6.8. Lighthouse does give advice but cannot be held responsible for the business

performance of the Client. In that respect Lighthouse does not give any guarantees and shall never be responsible with respect to the fact whether the Client will achieve the goals related to or envisaged with an Assignment or not, as these are dependent of many and various factors that lie beyond Lighthouse's powers.

6.9. The Client is aware that the countries and jurisdictions in which Lighthouse operates do not have the same organizational level, infrastructure and rule of law as the Client may be used to in its own jurisdiction. The Client accepts the consequences thereof and accepts that this has an influence on the way an Assignment will be executed.

6.10. With respect to an Assignment only Lighthouse is the Client's sole assignee. Lighthouse's and Lighthouse's Russian Representative Office's personnel, employees and directors and the auxiliary Persons used by Lighthouse will never be the assignee and they will never be personally responsible or liable to the Client. An Assignment will never constitute an employment agreement between the Client, the Client's employees and/or the auxiliary Persons used by the Client on the one hand and Lighthouse, Lighthouse's employees and/or the auxiliary Persons used by Lighthouse on the other hand.

6.11. Lighthouse will never be responsible or liable for the consequences of any act or omission by any of Lighthouse's employees, auxiliary Persons or third parties. Lighthouse is authorised by the Client to accept on its behalf any liability limitations of Lighthouse's employees, auxiliary Persons and third parties.

6.12. Lighthouse will never be responsible or liable for the consequences of any act or omission by the Client and/or any Person involved with Client's organization. The Client indemnifies Lighthouse and will hold Lighthouse harmless in that respect. The Client shall insure itself in that respect with an insurance company of good standing.

6.13. The Client and the Supplier indemnifies Lighthouse and will hold Lighthouse harmless against any and all claims and against the loss and damage caused by such claims related to any shortcomings or any other act or omission by Lighthouse and/or the Persons used by Lighthouse. The Client and the Supplier shall insure itself in that respect with an insurance company of good standing.

6.14. Lighthouse will never be responsible or liable for the consequences of the proper or improper use of laws and rules and regulations by the Client or the Supplier, nor for the consequences of the fact that the Client and/or the Supplier and/or Persons involved with the Client's or Supplier's organization will or will not have obtained the correct licences and permits. The Client and the Supplier indemnifies Lighthouse and will hold Lighthouse harmless against any and all claims and against the loss and damage caused by such claims related to any shortcomings or any other act or omission in that respect. The Client and the Supplier shall insure itself in that respect with an insurance company of good standing.

6.15. Neither Lighthouse's employees nor the auxiliary Persons used by Lighthouse nor third parties shall be liable for loss or damage that the Client and/or Supplier and/or the Persons involved with the Client's and/or the Supplier's organization and/or third parties may suffer as a result of and/or in relation to Lighthouse's involvement with the Assignment and/or Lighthouse's own instructions to any Supplier and/or any third parties.

6.16. Lighthouse will never indemnify any party with respect to any acts or omissions of any of Lighthouse's employees, of any of the auxiliary Persons used by Lighthouse or of any third parties.

6.17. The liability of Lighthouse to a Client and to a Supplier is always limited to the amount of money, excluded of VAT, that Lighthouse has invoiced to and has actually received from the Client (not being costs or disbursements) or, in the case of a Supplier, Lighthouse has paid to the Supplier (not being costs or disbursements), all in the three months prior to the coming into existence of the liability, with a maximum of EUR 25.000 (twenty five thousand Euro) including statutory interest and contractual interest, per series of interconnected events leading to such liability. Lighthouse's liability that results from Lighthouse's or Lighthouse's executive managers' wilful recklessness or gross negligence shall not be excluded.

6.18. Lighthouse shall never be liable to anybody for any consequential loss.

## 7. Expiration of rights

7.1. Each and every claim and each and every right of action of the Client and/or the Supplier against Lighthouse, whether or not based on any shortcoming in the execution of an agreement and/or on tort and/or on any other ground, expires after one year has passed after the day that the Client or the Supplier was aware or could reasonably be aware of the existence of such claim and/or right of action, and the Client or the Supplier has not within that year commenced court proceedings against Lighthouse in such a way that the facts and circumstances as well as Lighthouse's involvement will be explicitly clear to Lighthouse.

## 8. Force majeure

8.1. In addition to Article 6:75 BW, any shortcoming of Lighthouse in the proper execution of any obligation to the Client or Supplier, shall not be attributable to Lighthouse in the case of circumstances beyond Lighthouse's control that will prevent or hinder Lighthouse to fulfil its obligations in part or in whole or that are such that the execution of Lighthouse's obligations could reasonably not be desired from Lighthouse ("force majeure"). Such circumstances shall include, but are not limited to, non-performance by third parties, electrical power failures, computer failures, computer viruses, strikes and work interruptions, political embargoes and boycotts, instructions and prohibitions by authorities, molestation, war, uprisings and violence, all irrespective in what countries and jurisdictions these take place.

8.2. In case Lighthouse is not able to fulfil its obligations, these obligations will automatically be suspended during the period that Lighthouse is not able to fulfil them. Lighthouse will inform the Client and the Supplier as much as possible.

8.3. In the case of a force majeure Lighthouse is not obliged to pay any compensation to the Client or the Supplier and/or to third parties, not even in the case Lighthouse would advantage from such force majeure.

## 9. Rights of suspension and retention right

9.1. Lighthouse has the right to suspend the performance of any of its obligations, for example in case the Client or the Supplier does not timely or correctly perform its obligations to Lighthouse. Lighthouse shall not be responsible or liable for the consequences of such suspension and shall not be obliged to pay any compensation to the Client or the Supplier and/or to third parties. The Client and the Supplier indemnifies and shall hold Lighthouse harmless with respect to such consequences, which shall be deemed to be caused by the acts and/or omissions of the Client or the Supplier.

9.2. Any suspension of Lighthouse's performances shall never give the Client or the Supplier the right to suspend the Client's or Supplier's obligations, including the Client's and Supplier's payment obligations.

## 10. Termination, special termination grounds, immediate due and payable

10.1. Integrity and a good reputation are essential to Lighthouse. In case Lighthouse thinks fit, Lighthouse has the right to not accept and not to execute an Assignment and to terminate any Assignment, as well as to end the relationship with the Client and the Supplier, and Lighthouse shall not be liable to the Client or the Supplier or to any third party as a result thereof.

10.2. Lighthouse has the right to terminate the Assignment Agreement with immediate effect, and Lighthouse shall not be liable to the Client or the Supplier or to any third party as a result thereof, in case of: (a) a request for and/or decision by a court of law granting suspension of payments and/or bankruptcy and/or the applicability of the Dutch "Wet schuldsanering natuurlijke personen" to the Client and/or Supplier and/or to one or more of the Client's Group Companies and/or Persons within the Client's organization; (b) a proposal and/or resolution to dissolve the Client or the Supplier and/or to merge the Client or the Supplier and/or the execution of such resolutions; (c) a proposal and/or resolution to change the voting powers within the Client's or Supplier's organization ("change of control") and/or the factual change of such voting powers. Such "change of voting powers" shall include, but shall not be limited to, the transfer of the majority of the shares in the capital of the Client or Supplier as well as the vesting in any Person or Persons other than those at the date of the Assignment of the actual voting and decision powers within the Client's or Supplier's organization, irrespective whether such is based on a legal agreement or not; (d) the Client's or Supplier's death, in case the Client or Supplier is a natural Person.

10.3. As soon as the Client or Supplier knows that one or more of the circumstances described in the preceding subparagraph of this clause happens or is likely to happen, the Client, the Supplier and their successors are obliged to inform Lighthouse thereof in writing.

10.4. In case one or more of the circumstances as described in the first subparagraphs of this clause occur, all Lighthouse's claims to the Client and Supplier will be immediately due and

payable and Lighthouse shall have the right to be immediately paid in full, irrespective whether the Client and the Supplier and Lighthouse have agreed to other payment schemes.

## 11. Transfer of rights

11.1. The rights of the Client and Supplier based on its relationship with Lighthouse, including the Client's and Supplier's rights under the Assignment Agreement and these General Terms and Conditions, are not transferable or pledgeable without the prior written consent of Lighthouse. This subparagraph is a contractual provision with property law effect (in Dutch: "goederenrechtelijke werking") in the meaning of Article 3:83 subsection 2 BW.

11.2. The Client and the Supplier have not the right to transfer its rights and obligations without the prior written consent of Lighthouse.

## 12. Communication, information, intellectual property rights

12.1. In order to be able to execute an Assignment properly and in time, Lighthouse is dependent on the timely, proper and complete communications and information by the Client and the Supplier. The Client and the Supplier shall procure that the information relevant for the Assignment will reach Lighthouse in writing in time, properly and complete.

12.2. In case the Client or the Supplier is represented, for example in case the Client or Supplier is a legal entity, the Client and Supplier shall guarantee that such representation shall be legally valid. The Client and the Supplier herewith indemnifies Lighthouse and holds Lighthouse harmless against the consequences of legally invalid representation.

12.3. In case the Client or the Supplier will be represented by more than one Person, the communications by one Person shall be deemed to be the communications of all the other Persons and shall be deemed to include the consents of all the other Persons and of the Client and the Supplier.

12.4. The Client and the Supplier shall inform Lighthouse of any changes in the addresses, telephone numbers, telefax numbers and e-mail addresses of the Client and the Supplier and of any changes in the legal form, board of directors, shareholders, representatives and contact persons of the Client and the Supplier in writing and in a timely manner.

12.5. In case the Client or Supplier and/or the Persons instructed by the Client and/or third parties will not, not in time or not fully respond to and cooperate with the reasonable requests of Lighthouse and/or will not timely and completely give to Lighthouse the information and documents desired and/or needed by Lighthouse, such may constitute a default of the Client or the Supplier.

12.6. In case the execution of the Assignment has been completed Lighthouse will inform the Client thereof.

12.7. The advice given by Lighthouse to the Client, irrespective in what form (like on paper, digitally or on whichever data carrier) will be the property of Lighthouse and may be used by Lighthouse, with observance of the confidentiality provisions in these General Terms and Conditions.

12.8. Lighthouse is and at all times will be the owner and intellectual property rights owner of all the advices and documents created by Lighthouse, whichever form they may have, even in case an Assignment has been completed and/or terminated, and irrespective what the reason of such termination will be.

12.9. The Client and the Supplier have no right to multiply or make public such advices and information, in whatever form, without the prior written consent of Lighthouse.

12.10. After the Assignment has been completed, Lighthouse will return to the Client all documents owned by the Client that Lighthouse kept and used for the proper execution of the Assignment.

## 13. Confidentiality, non-soliciting

13.1. Both the Client and the Supplier and Lighthouse will keep secret all information that they will receive with respect to each other and which the one party has classified to the other party as "secret", irrespective in what form such information will be. Lighthouse shall be entitled to have its employees and auxiliary persons and third parties used by Lighthouse using all information related to the Client and the Supplier during the execution of an Assignment. Each the Client and the Supplier and Lighthouse will take the measures necessary for safeguarding that each of their employees and the auxiliary Persons used by them as well as third parties shall keep secret all such information. This subparagraph also applies to any and all information related to the other party of which the Client and the Supplier and/or Lighthouse knows or ought to know that such information is or should be secret and/or confidential, and the same applies to information of which the Client and/or the Supplier and/or Lighthouse can expect that publication thereof could harm the other party.

13.2. In case the Client and/or the Supplier and/or Lighthouse is required by law to make public certain information, such party shall immediately inform the other party in writing and the confidentiality obligation shall not apply to such specific information but shall still fully apply with respect to the other information.

13.3 The Client and the Supplier shall not solicit or recruit any employees or auxiliary persons used by Lighthouse and by Lighthouse's Russian Representative Office, and shall not solicit or recruit third parties used by or normally used by Lighthouse and/or Lighthouse's Russian Representative Office. The Client and the Supplier shall refrain from directly assigning such employees, auxiliary persons and third parties without the involvement of Lighthouse. The term "third parties" include the subcontractors and partners of Lighthouse and of Lighthouse's Russian Representative Office. This prohibition shall have effect during the term of an Assignment and

during a period of one year after the end of an Assignment. In case of an infringement of this prohibition, the Client and/or the Supplier shall forfeit a direct penalty of EUR 25,000 (twenty-five thousand euro) and a penalty of EUR 5,000 (five thousand euro) for each day that the infringement continues to exist. Lighthouse and Lighthouse's Russian Representative Office shall have the right to claim their loss in full.

## 14. Applicable law

14.1. The legal relationship between Lighthouse and the Client and the Supplier shall exclusively be governed by Dutch law including Dutch private international law. The rules of the United Nations Convention on Contracts for the International Sale Of Goods (1980) ("CISG") are not applicable. Lighthouse and the Client and the Supplier herewith agree that with respect to each of them and with respect to their legal relationships there are sufficient connections with the Dutch legal sphere, as meant in Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (OJ L 177, p. 6 et seq.) ("Rome I Regulation").

## 15. Disputes and competent courts

15.1. In case of any dispute between Lighthouse and the Client and/or the Supplier, Lighthouse and the Client and/or the Supplier will first try to settle the matter amicably. In case such amicable settlement is not possible or is not likely, then any dispute that results from the legal relationships between Lighthouse and the Client and the Supplier shall exclusively be submitted to the courts of law in Amsterdam, the Netherlands, notwithstanding Lighthouse's right to submit any dispute before the courts of law of the domicile of the Client or the Supplier.

## 16. Survival clause

16.1. The provisions of these General Terms and Conditions, including this subparagraph, shall continue to exist even in case the Assignment or the Assignment Agreement has been terminated, in which case these General Terms and Conditions shall continue to exist as an autonomous agreement between the Client and the Client and Lighthouse.

## 17. Other provisions: language, compulsory law

17.1. The Dutch text of the General Terms and Conditions shall be the leading text.

17.2. In case a provision in these General Terms and Conditions is or becomes non-binding (for example, but not limited to, it is void or has been annulled), the other provisions of these General Terms and Conditions shall continue to apply, and Lighthouse and the Client and/or the

Supplier shall jointly alter the non-binding provision into a binding one, of which the content and scope shall as much as possible reflect and shall as little as possible defer from the non-binding provision. In case and as long as parties have not changed such provision, Article 3:42 BW shall apply.

17.3. The Client and the Supplier herewith declares to agree to the fact that he is deemed to qualify as the counterparty (in Dutch: “wederpartij”) of Lighthouse and the Client and the Supplier herewith declares to agree to be a counterparty in the meaning of Article 6:235 BW, even in case the Client or the Supplier formally does not so qualify. The Client and the Supplier is aware of the fact that the provisions of Article 6:236 and 6:237 BW shall not apply.

Haarlem, 4 February 2018