



Wilton Family Office

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General terms and conditions of Wilton Investment Services b.v.

Applicability of general terms and conditions

1. Wilton Investment Services B.V. (“**Wilton**”) provides its services under these General Terms and Conditions (“**General Terms and Conditions**”) unless it has explicitly been agreed differently in writing. The General Terms and Conditions also apply to possible additional or subsequent assignments.

Wilton, the contracted party

2. To the person who makes use of the services of Wilton (**the “Client”**) applies that Wilton is regarded exclusively as the contracted party, also when the Client has the explicit or implied intention that the order shall be executed by a specific person. The provisions of section 7:404 of the Civil Code (that provides for the latter case) and the provisions of section 7:407 subsection 2 (that establishes a joint and several liability when two or more persons have been contracted) are excluded.

Duty of care

3. Wilton is obliged to exercise the care that may reasonably be expected because of its services provided under the given circumstances. Wilton does not warrant the achievement of the result envisaged by the Client.

Inclusion of third parties

4. When executing the order, Wilton is allowed to include third parties which are not related directly or indirectly to Wilton. Wilton is authorised to accept the possible liability of those third parties partly on behalf the Client. When selecting a third party, Wilton shall discuss as much with the Client as is usual or reasonable in the relationship.

5. Wilton can only be held liable for a failure of a third party engaged by Wilton when the Client is able to prove that due care has not been taken when selecting this third party.

6. The third parties engaged by Wilton are allowed to invoke these General Terms and Conditions as well.

Limitation of liability

7. Wilton is only liable for failures in the execution of an order if and as far as they are the consequence of Wilton’s not exercising the due care and expertise which the client might have expected in the situation of the order.

8. Should Wilton Investment Services B.V. be liable for damage suffered by the client, this liability is limited to the amount the Client has paid as fee and/or is indebted in relation to the services to which the event causing damage is connected, however, to a maximum of € 50,000. In addition, the liability for a long-term order is limited to a maximum of the amount invoiced over the past six months for that assignment.

9. Notwithstanding the provision in section 6:89 of the Civil Code, the right to damages expires in any case when three months have passed after the moment on which the Client learned about the right to damages or could reasonably have known about it.

10. If the Client as well as a third party claim damages in relation to a service provided by Wilton to the client, the damage suffered by the Client himself does not qualify for compensation, insofar as the total amount of the damages to be paid and the damages indebted to the third party or parties surpasses the applicable limit referred to in Article 8.

**Confidentiality**

11. Wilton is held to secrecy of the data and information provided by or on behalf of the Client to third parties who are not involved in the execution of the order. This obligation does not apply when Wilton must disclose this information under Law.

Fee and expenses

12. Unless it has been agreed differently in writing, the fee shall be based on an hourly rate agreed on (or in the absence thereof, on a reasonable hourly rate) and the time spent on the order. The expenses made on behalf of the Client shall be charged separately.

13. All amounts of money are exclusive of VAT. Depending on the written agreements made, the fee is paid monthly, quarterly, yearly, or after the completion of the services provided to the client. Here, a term of payment of 14 days applies, starting from the date of the declaration. When exceeding this period, the Client is in default and is held to the legal interest indebted over the overdue payment.

14. All judicial and extrajudicial (collection) costs that Wilton reasonably had to make as a consequence of the Client's failure to comply with his obligation of payment shall be charged to the Client.

Applicable law, jurisdiction

15. The legal relationship between the Client and Wilton is governed by Dutch Law.

16. Any possible disputes which cannot be solved in peace shall be solved by the court of competent jurisdiction in Breda. However, Wilton is authorised to bring the Client before a court that would be competent to hear the case between the Client and Wilton without the choice of forum referred to in this article.