

## Country Schedule – the Netherlands

### 1. About this Country Schedule

*This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.*

### 2. Dispute Resolution

2.1 *The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the laws of the Netherlands (without giving effect to any provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply), and subject to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands. If a dispute arises in relation to the Agreement, agreements following therefrom, the parties will attempt to resolve it in good faith by discussion, negotiation and mediation before commencing legal proceedings.*

2.2 *The above agreement stems from the parties' actual and well-considered desire to negotiate intensively with each other for solutions before commencing legal proceedings.*

2.3 *The parties will consult on the appointment of a mediator. The mediator will be selected from either (i) the register of the Mediation Federatie Nederland (“**MfN**”) (<https://mfregister.nl/>), (ii) the register of the ADR Institute (“**ADR**”) (<https://adr-register.com/>) or (iii) the register of the International Mediation Institute (“**IMI**”) (<https://imimediation.org/register/>).*

2.4 *Mediation will be initiated within 30 days following a notification by either party that it wishes to invoke this clause. The mediation will commence by the signing of the mediation agreement by the parties and the appointment of the mediator.*

2.5 *The costs related to the mediation will be borne by both parties in equal parts, unless otherwise stipulated in the mediation agreement or the settlement agreement.*

2.6 *Each of the parties hereby undertakes to attend the first mediation meeting of at least 90 (ninety) minutes. The mediation ends:*

*(i) by signing a settlement agreement by the parties;*

*(ii) by a written statement of the mediator that he/she resigns from his/her commission or otherwise terminates the mediation and the mediation will not be continued under the direction of another mediator;*

*(iii) by a written statement from a party to the other party or parties and the mediator that it is terminating the mediation; and*

*(iv) in any other manner set forth in the mediation agreement.*

2.7 *Either party shall be entitled to request the competent court to settle a dispute, either if the parties fail to enter into a settlement agreement within 90 days following the notice referred to in Section 2.4 above, or if mediation is terminated in accordance with Section 2.6 above (other than as a result of the parties entering into a settlement agreement).*

### 3. **Liability Cap**

*Vialto's total liability (including interest) for all claims relating to Services or the Agreement is limited to a maximum of three times the fee paid and/or owed by Client for the specific Services provided under the Agreement from which errors resulted, subject to a maximum of EUR 2,500,000. If the Agreement has a term of more than twelve month, the total liability within the scope of the Agreement shall be limited to a maximum of three times the fee paid by Client and/or owed by Client for the most recent twelve months for the specific Services provided under the Agreement from which the errors resulted, subject to a maximum of EUR 2,500,000. This limitation of liability shall not apply if it is related to an intentional act (in Dutch: 'opzet') or willful recklessness (in Dutch: 'bewuste roekeloosheid') on Vialto's part or where any mandatory national or international legislation or regulation, including professional rules and regulations, dictate otherwise.*