

## GENERAL CONDITIONS

1. Huesmann Advocaten B.V. ("Huesmann") is a Dutch limited liability company for exercising the practice of law.

2. These general conditions apply to all engagements to be performed by Huesmann, including additional and subsequent engagements, and to all of Huesmann's legal relationships with third parties. The applicability of general conditions used by the client or by a third party is excluded.

3. All electronic communication, including e-mail, qualifies as having been done in writing. The client or third party acknowledges that electronic communication is not secure and that it can be intercepted, manipulated, infected, delayed or improperly sent (or forwarded), including by means of viruses and spam filters. Huesmann Advocaten is not liable for damage resulting from this. The applicability of article 6:227b, paragraph 1 of the [Dutch] Civil Code, pertaining to the provision of information in e-commerce transactions, and of article 6:227c of the Civil Code, pertaining to the manner in which e-commerce transactions are concluded, is hereby expressly excluded if the client acts in the exercise of a profession or business.

4. All engagements are accepted and are performed exclusively by Huesmann, even if the express or tacit intention is that an engagement be performed by a particular person. The applicability of article 7:404 of the Civil Code, which regulates the aforementioned instance, and of article 7:407, paragraph 2 of the Civil Code, which assigns joint and several liability in those instances in which an engagement is given to two or more persons, is expressly excluded.

5. Under its own responsibility, Huesmann is free to allocate those engagements assigned to it to Huesmann partners and staff and to have those parties perform those engagements.

6. Huesmann can hire third parties for the performance of engagements. Huesmann shall consult with the client about this beforehand to the extent possible. Huesmann is authorised to accept any general conditions and limitations of liability from the third parties to be hired on behalf of the client. Huesmann's liability for the errors or shortcomings of third parties is excluded.

7. The client indemnifies Huesmann for and against any and all third-party claims and legal actions that are associated in any manner whatsoever with the work activities performed for the client and shall compensate Huesmann for these. The client shall reimburse Huesmann for the reasonable costs of defending against such claims.

8. Huesmann's liability is limited to the amount that is to be disbursed in such a case by the coverage of Huesmann's professional liability insurance, plus the amount of the deductible to be charged to Huesmann on the basis of the aforementioned insurance policy. Unless agreed otherwise in writing, Huesmann provides advisory solely concerning Dutch law.

9. For the performance of an engagement, the client shall owe the agreed rate plus expenses, compensation for general overhead costs and sales tax. Engagements shall be performed by Huesmann only after payment of the agreed advance payment has been made. Any advance payments made shall be settled against the invoice amount to be charged at the end of the month for the total amount of work activities in that particular month.

10. Payment of invoices must be made within the deadline stated on the invoice. Should payment not be received within the deadline, then the client is considered to be in default without further notification and the client then owes Huesmann interest of 1% of the invoice amount per month. Judicial and extra-judicial costs associated with the collection of invoices shall be charged to the client.

11. If the client defaults on the payment of the amount owed, then Huesmann is entitled to suspend work activities on behalf of the client. Throughout the period of default and to the extent permitted by the code of conduct, Huesmann is also entitled to retain all of the client's property that it possesses. Huesmann accepts no liability whatsoever for damages suffered by the client or by third parties as a result of the aforementioned suspension or retention.

12. On the basis of applicable legislation, including the Law for the prevention of money laundering and financing terrorism (Dutch: "Wwft"), Huesmann is obliged, under certain circumstances, (i) to establish the identity of the client and that of the ultimate beneficiary or beneficiaries; and (ii) to notify the authorities of unusual transactions in the sense of the Wwft. On the basis of the Wwft, Huesmann is forbidden to provide information about this notification.

13. Every engagement agreement between Huesmann and the client is subject to the office complaint regulation, which can be found on the website: [www.huesmannadvocaten.nl](http://www.huesmannadvocaten.nl).

14. All of Huesmann's legal relationships shall be governed by and shall be interpreted according to Dutch law. The Amsterdam District Court holds exclusive jurisdiction for hearing any disputes pursuant or related to this, without prejudice to the right of appeal and cassation.

15. These general conditions have also been drawn up for purposes of the partners and their directors, ex-partners and their directors and for all parties who work or worked for them or for Huesmann or for those parties who are hired by Huesmann during the performance of any engagement.

16. These general conditions have been drawn up in multiple languages. In the event of a dispute concerning the content or intention of these general conditions, the Dutch text takes precedence.

