

General terms and conditions Groenendijk & Kloppenburg Advocaten

- 1a. Groenendijk & Kloppenburg Advocaten, hereinafter referred to as "the Office", is a sole proprietorship of which F.B. Kloppenburg LLM is the owner. Lawyers and other employees who are or have been associated with the Office on the basis of an employment contract or (an) (cooperation) agreement are hereinafter referred to as "Associated Persons".
- 1b. These general terms and conditions apply to all assignments (including amended, additional and follow-up assignments) to the Office and to all other services provided by the Office, as well as to all other legal relationships with the Office which are related thereto.
- 1c. Without prejudice to Article 2a. of these general terms and conditions, the provisions of these general terms and conditions and the assignment, including provisions related to exclusion of liability, indemnification, statute of limitations, lapse of rights and applicable law, are, as third-party clauses in the meaning of Article 6:253 of the Dutch Civil Code, also stipulated for the benefit of (i) Associated Persons, (ii) the foundation named Stichting Beheer Derdengelden Groenendijk en Kloppenburg Advocaten, hereinafter referred to as "the Foundation", (iii) all natural persons and legal entities for which acts, in relation to the assignment, the Office is or can be liable towards the client, and (iv) all their respective legal successors. In this context, all natural persons and legal entities mentioned in addition to the Office in the previous sentence may, in addition to the Office, invoke one or more provisions of these general terms and conditions and/or the assignment, without prejudice to Article 2a. of these general terms and conditions.
- 1d. These general terms and conditions have been drawn up in the English and Dutch languages. In the event of any dispute related to the contents and/or meaning of these general terms and conditions, the Dutch text will be binding.
- 1e. If any provision of the assignment or these general terms and conditions will be judged to be entirely or in part invalid and/or unenforceable, (i) this does not affect the enforceability and validity of the other provisions of the assignment and these general terms and conditions and (ii) that provision is herewith in such a case replaced by (a) provision(s) that does not suffer from such defect and that, as much as possible, has the same effect as the provision that is invalid and/or unenforceable. To the extent necessary, the parties will consult in good faith on the exact wording of any provision(s) that replaces an invalid and/or unenforceable provision. This will not affect the rights of the Office and the other provisions of the assignment and these general terms and conditions as much as possible.
- 1f. To the extent relevant, in interpreting these general terms and conditions, the singular is deemed to include the plural and vice versa, unless these general terms and conditions expressly provide otherwise.
- 1g. The provisions in Articles 2h., 3g., 4e., and 5c. of these general terms and conditions do not apply in case the client is a natural person not acting in the exercise of a profession or business, without prejudice to any rights of the Office under Dutch law.

Assignment

- 2a. The assignment is deemed to have been given to the Office exclusively and will be performed by or on behalf of the Office exclusively, also when the express or implied intention is that the assignment will be performed by one or more Associated Persons. Articles 7:404, 7:407 paragraph 2 and 7:409 Dutch Civil Code are not applicable.
- 2b. The Office performs all services under an assignment agreement concluded with the Office, unless expressly agreed otherwise in writing.
- 2c. The assignment will in all cases lead to best efforts obligations of the Office and not to obligations of result of the Office.
- 2d. The Office performs the assignment exclusively for the benefit of the client. Only the client is entitled to use the outcome of the performance of the assignment by the Office and to derive any rights from such outcome.

- 2e. The Office reserves the right to enlist third parties in the context of the performance of the assignment, provided that due care is observed.
- 2f. The client will provide the Office with any information that the Office, and/or an enlisted third party by the Office, need in order to comply with regulations including the Anti-Money Laundering and Anti-Terrorist Financing Act (in Dutch: *de Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)*). Pursuant to the Wwft, the Office is in principle obliged to establish the identity of the client and, without informing the client, under circumstances report unusual transactions to the relevant authorities, for which the client gives its consent to the extent necessary.
- 2g. The Office processes personal data in accordance with the privacy statement of the Office that is published on the Internet site of the Office (www.groenendijk.com). The client agrees (i) with electronic communications (by internet or e-mail) and (ii) that, in this respect, despite all safety measures, there is no absolute certainty against unauthorized access.
- 2h. The office is entitled to suspend and/or terminate its services if and as soon as the client is in default with respect to any obligation towards the Office.

Liability

- 3a. The total (cumulative) liability of the Office, based on any legal ground(s), is limited to the amount paid out in the matter concerned under the liability insurance taken out by the Office, increased by the amount of the deductible excess (in Dutch: *eigen risico*) that the Office bears in the matter concerned according to the policy conditions of that insurance. Details of the liability insurance of the Office are available upon request.
- 3b. If for whatever reason no payment is made under the abovementioned liability insurance and/or Article 3a. of these general terms and conditions is for whatever reason not applicable, the abovementioned total (cumulative) liability of the Office is limited to the fee (excluding VAT) charged by the Office to the client in the relevant file up to a maximum of € 10,000.
- 3c. The Office is not liable for any errors and/or shortcomings of third parties engaged by the Office, such as but not limited to notaries or bailiffs. In case the Office engages third parties in the context of the assignment the Office is authorized to accept any provisions related to limitations of the liability of such third party on behalf of the client.
- 3d. The Office is not liable for any damage caused by the failure of the Foundation to meet a(n) (payment) obligation because the bank (institution) where the Foundation holds a bank account is unable to fulfil its obligations towards the Foundation due to, for example, insolvency or any other cause.
- 3e. Any claim for damages of the client against the Office will become time-barred (in Dutch: *verjaart*) at the latest one year after the date on which the client became aware, or should have become aware, of the damage and the liability of the Office for the damage, unless the claim at that moment has already become time-barred by virtue of the law.
- 3f. Any claim of the client against the Office, based on any legal ground, will lapse (in Dutch: *vervalt*) at the latest if the client does not notify the Office in writing of the claim within one year after the day on which the client has discovered, or reasonably should have discovered, a fact or circumstance giving rise to the claim, unless the claim at that moment has already lapsed by virtue of law.
- 3g. The client indemnifies and holds the Office harmless against any claims of third parties, including the reasonable costs of legal assistance, which in any way relate to and/or arise from the assignment, except in the case of gross negligence or willful intent on the part of the Office.
- 3h. Any liability of the natural persons and legal entities mentioned in addition to the Office in Article 1c. of these general terms and conditions is excluded, which in this respect excludes, among other things, any (professional) liability - based on tort or any other legal ground - of Associated Persons involved in the assignment.

- 3i. The client agrees that the Office uses, or may use, data storage services, digital means of communication and other digital services, whether or not offered by third parties, for the purpose of communications and/or the performance of the assignment. The Office is not liable for any damages resulting from the use of such means and/or services.

Remuneration, costs and deposit

- 4a. For the execution of the assignment the client is indebted the agreed fee plus disbursements, Office expenses and VAT.
- 4b. The payment term of an invoice of the Office is 14 days after the date of the relevant invoice. This is a deadline. Failure of timely payment of an invoice of the Office means the client is legally in default. Payment of an invoice of the Office must take place without deduction or suspension.
- 4c. The Office is at all times entitled to request from the client an advance payment to be paid immediately for work performed and/or to be performed. The advance payment will be settled with the final invoice.
- 4d. In cases where the client is entitled to state support (in Dutch: *toevoeging*) Articles 4a. en 4c. of these general terms and conditions only apply to the costs borne by the client.
- 4e. Annually, the agreed tariff can be adjusted in line with the average Dutch wage index. Furthermore, changes in the interest and/or urgency of the case as well as changes in the required years of experience and/or specialisms can result into a(n) (possibly temporary) adjustment of the agreed tariff. Such amendments will be notified as soon as possible to the client and will, in principle, not have retroactive effect.
- 4f. If a payment term of an invoice of the Office is exceeded, the Office will be entitled to charge interest of 1% per month on the outstanding amount from the due date of the invoice until the date of full payment. If the client does not act in the exercise of a profession or business, the statutory interest rate will apply when such payment term is exceeded.
- 4g. All extrajudicial costs related to the collection of invoices will be for the account of the client with a minimum of 15% over the total amount owed. If the client is a natural person, not acting in the course of a profession or business, the rates as determined by the Dutch Extrajudicial Collection Costs Regulation Decree (in Dutch: "*Besluit vergoeding voor buitengerechtelijke incassokosten*") will apply with respect to these extrajudicial costs.

Applicable law

- 5a. Dutch law is exclusively applicable to the assignment and all (other) legal relationships to which these general terms and conditions apply.
- 5b. The Office has written regulations for internal complaints. These regulations are published on the Internet site of the Office (www.groenendijk.com). The client will receive a copy of these regulations upon request.
- 5c. Disputes are only settled by the competent judge of the Court of The Hague, the Netherlands.