

## General Terms and Conditions

### 1. General

- 1.1. All assignments will be accepted and carried out exclusively by Kuiper ADVocatuur B.V., which for this purpose waives the application of Sections 404 and 407 of Book 7 of the Netherlands Civil Code ("NCC"). Kuiper ADVocatuur B.V. is a limited liability company organised and existing under Dutch law with registered office in Rotterdam and registered with trade name ADV Legal with the Chamber of Commerce Rotterdam under number 24398167 ("ADV Legal"). ADV Legal will be the only party to the agreement with the principal or client (Client). Attorneys-at-law working on behalf of ADV Legal are registered with the Netherlands Bar (Nederlandse Orde van Advocaten, NOvA), established at The Hague.
- 1.2. These General Terms and Conditions form part of and are applicable to all agreements between ADV Legal and the Client, as well as to any future agreements or further legal or other acts performed by ADV Legal with, on behalf of or vis-à-vis the Client arising there from. Following the first application of these General Terms and Conditions, they will apply without further notice to all subsequent agreements between the parties, unless expressly excluded, and to all non-contractual relationships between the parties, in particular to tort actions.

### 2. Relationship between ADV Legal and the Client

- 2.1. ADV Legal will perform the agreement with the Client to the best of its ability, exercising due care and expertise. ADV Legal will bear no responsibility, however, for achieving the result intended by the Client. The agreement will be carried out solely on behalf of the Client. ADV Legal and the Client will at all times be entitled to early termination of the agreement.
- 2.2. The Client will be obliged to bring to ADV Legal's attention all facts and circumstances that may be relevant for the correct performance of the agreement and make available to ADV Legal all the data and information that the latter may require. The Client will guarantee the correctness and completeness of all the data and information that it will make available to ADV Legal.
- 2.3. The Client will be deemed to have awarded the assignment to any third party engaged by ADV Legal for its own benefit. ADV Legal will be authorised to accept a limitation of liability in the event that third parties are engaged on the Client's behalf. The applicability of Section 76 of Book 6 of the NCC is excluded.

### 3. Liability of ADV Legal

- 3.1. As soon as the Client will find or may reasonably be expected to have found a possible ground for a proper claim against ADV Legal, the Client will be obliged to inform ADV Legal of such an alleged claim immediately in writing, providing supporting documents and proper substantiation. Failure to fulfil these requirements will result in the loss by Client of its rights to the claim. Any claim against ADV Legal will in any event lose its validity one year after the Client has notified or should have notified ADV Legal of the claim, unless it has meanwhile been filed with a court of competent jurisdiction. ADV Legal will not be liable towards the Client as long as the Client has not met its obligations towards ADV Legal. In such case the Client will not have the right to terminate the agreement with ADV Legal.
- 3.2. Any liability of ADV Legal will at all times be limited to the amount which is paid out under the (professional) liability policy, to the extent that the latter must be maintained by mandatory requirements of the Netherlands Bar, plus the amount for which ADV Legal itself is liable pursuant to the insurance policy concerned. In case no payments will be made under the aforementioned liability policy for reasons outside the scope of risks to be borne by ADV Legal, any liability is limited to two times the amount paid by Client to ADV Legal in the 12 preceding calendar months for the relevant assignment, with a maximum of EUR 25,000.

- 3.3. ADV Legal can never be held liable for any indirect loss/damages and/or consequential loss/damages and/or loss of profit. Its liability will never exceed the limit stipulated in these General Terms and Conditions, irrespective of whether a claim is made pursuant to an agreement or otherwise, in particular pursuant to tort. Parties other than the Client cannot exercise any rights under the agreement or the (non)performance thereof. The Client indemnifies ADV Legal against any claims from third parties. Limitations of ADV Legal's liability will also apply to its directors, employees, and non-employee representatives or auxiliary persons.

### 4. Fees and similar charges

- 4.1. ADV Legal charges a fee for the work it performs, based in principle on an hourly rate (exclusive of VAT), a fixed percentage covering office expenses, and the hours spent on the case, as well as costs incurred. ADV Legal will be entitled to make interim changes to its hourly rate and the costs it charges, in principle once a year. Yearly changes also apply when not communicated in advance. ADV Legal will at all times be entitled to request from the Client an advance on its fee and similar charges.
- 4.2. ADV Legal's fee notes will be payable within 15 days of the fee note date, or immediately in the event of any default by the Client. The Client will not be entitled to make settlements or defer payment. In the event that claims payable by the Client and/or group companies and companies in which the Client has a majority interest remain unsettled, the Client will be obliged to furnish to ADV Legal security and/or payment in kind. In this respect, ADV Legal will be irrevocably authorised to pledge to itself on behalf of the Client all the possessions retained on behalf of the Client or owed to the Client. In case of non payment at the end of the aforementioned term, the Client will be in default without further notice being required and ADV Legal will be entitled to postpone its activities on behalf of the Client, without prejudice to its right to charge statutory interest and to undertake outstanding debt collection. All court and other costs incurred by ADV Legal in collecting its claims will be for the account of the Client.
- 4.3. ADV Legal will also be entitled to set off any claims it conditionally and/or reasonably has or will have on the Client against any claims the Client has and/or reasonably will have on ADV Legal. For the purpose of this provision, the Client will be understood to include its group companies.

### 5. Final provisions

- 5.1. By signing the agreement, the Client will authorise ADV Legal to process electronically all personal data collected and to be collected by ADV Legal. The Privacy statement of ADV Legal is published on [www.ADVLegal.nl](http://www.ADVLegal.nl)
- 5.2. The Client will grant permission for the assignment and assumption of contracts.
- 5.3. The present and future intellectual and industrial property rights relating to the performance of the agreement will be vested solely in and will accrue solely to ADV Legal. The Client will not be permitted to remove or modify any copyright notice, brand name, trade name or notice of intellectual or industrial property rights, including notices concerning the confidential nature and treatment thereof.
- 5.4. If any provisions in this agreement should prove partly or wholly invalid or unenforceable, they will be replaced by valid provisions that provide for the same arrangements as the invalid or unenforceable provisions as far as possible. To the extent necessary, parties will consult each other in good faith on the exact wording of such alternative provisions.
- 5.5. The complaints procedure of ADV Legal is published on [www.ADVLegal.nl](http://www.ADVLegal.nl)
- 5.6. This agreement will be governed exclusively by the laws of the Netherlands. Any disputes arising from or in connection with the agreement will not be disclosed to third parties and will exclusively be brought before the competent court in Rotterdam.