



GENERAL TERMS AND CONDITIONS

1. Applicability

1.1 Eekhof Advocaat ('Eekhof') is a sole proprietorship under Dutch law, run by H.R. Eekhof, LL.M. Eekhof's objective is to practise law and perform work as a legal adviser.

1.2 These general terms and conditions apply to all assignments (including follow-up assignments) given to Eekhof and the legal relationships arising from or related to them.

1.3 These general terms and conditions are also stipulated for the benefit of natural persons and legal entities affiliated with Eekhof and other third parties who are or have been directly or indirectly involved in the services provided by Eekhof (each: an '**Affiliated Party**'). Any provision of these general terms and conditions may also be invoked by an Affiliated Party.

1.4 These general terms and conditions may be invoked regardless of the basis for the liability claim.

2. Assignment

2.1 All assignments are deemed to be given exclusively to and accepted by Eekhof. The effect of Article 7:407(2) of the Dutch Civil Code is excluded. By placing the assignment with Eekhof, the client waives the right to hold any Affiliated Party liable for any act or omission in the performance of the assignment in question on the grounds of attributable failure or unlawful act.

2.2 Eekhof will carry out the assignment to the best of its knowledge and ability, in accordance with the requirements of good workmanship and with due observance of applicable laws and regulations. There is never any obligation to achieve a specific result.

2.3 The client indemnifies Eekhof against all claims from third parties that are in any way related to the work performed for the client and against the reasonable costs of legal assistance in this regard, with the exception of claims and costs resulting from intent or gross negligence.

2.4 Eekhof is not authorised to charge the costs of work carried out for the client in the context of an assignment to another assignment or to a party other than the client.

3. Fee, disbursements and interest

3.1 The costs of Eekhof's performance of the assignment comprise the fee and disbursements.

3.2 Unless expressly agreed otherwise with the client, the fee is determined on the basis of the time spent and the hourly rate applicable to the assignment in question.

3.3 The applicable hourly rate is determined on the basis of the basic hourly rate set periodically by Eekhof. The basic hourly rate may be multiplied by a factor related to the financial interest involved in the assignment, the degree of urgency required in the performance of the assignment, the degree of complexity of the assignment, the degree of specialist knowledge required for the assignment, and/or other circumstances which, in Eekhof's opinion, justify a higher rate than the basic rate.

3.4 Unless expressly agreed otherwise with the client, Eekhof is authorised to change the basic hourly rate, even during the term of the assignment.

3.5 If the basic hourly rate is increased by more than 10% at once, or within three months after the commencement of

the assignment, the client is entitled to terminate the contract for services in writing. This right expires after the expiry of the payment term of the first invoice after the increase in the basic hourly rate.

3.6 Disbursements are the costs that Eekhof has paid or owes on behalf of the client (such as, but not limited to, court fees, bailiff's fees, travel expenses and costs of extracts from registers).

3.7 The interest owed by Eekhof on funds held by or on behalf of Eekhof at a bank for third parties shall be reimbursed to Eekhof by the entitled parties, as far as possible in advance.

4. Payment

4.1 The costs of Eekhof's performance of the assignment will in principle be invoiced on a monthly basis.

4.2 The payment term is fourteen days.

4.3 If an invoice is not paid within the payment term, statutory interest will be payable.

4.4 If payment is still not made after a reminder, the client shall owe Eekhof all judicial and extrajudicial collection costs. These are assumed to amount to at least 15% of the invoice amount.

4.5 If an invoice or advance payment is not paid within the payment term, Eekhof is entitled to suspend its activities after informing the client of its intention to do so. Eekhof is not liable for any damage resulting from this suspension of activities.

5. Advance payment

Eekhof is entitled to require an advance payment from the client before the work is carried out. An advance payment will be settled at the end of the assignment.

6. Liability

6.1 Eekhof has taken out professional liability insurance with coverage amounts that exceed the coverage amounts prescribed by the Dutch Bar Association.

6.2 Any liability, other than on the grounds of intent or deliberate recklessness, is limited to the amount paid out under the relevant insurance agreement in the case in question, plus the amount of the excess that is payable by Eekhof under that insurance agreement in the case in question.

6.3 If the performance of the assignment requires Eekhof to engage a person not affiliated with Eekhof, Eekhof shall not be liable for the acts or omissions of that person.

6.4 Persons not affiliated with Eekhof who are engaged to perform work in connection with the execution of an assignment by Eekhof may wish to limit their liability. All assignments given to Eekhof also entail the granting of authority to Eekhof to accept such a limitation of liability on behalf of the client.

6.5 If, in connection with the performance of an assignment or otherwise, damage is caused to property or persons for which Eekhof is liable, that liability is limited to the amount paid out under the relevant insurance agreement in the case in question, plus the amount of the excess that is payable by Eekhof under that insurance agreement in the case in question.



6.6 Without prejudice to Section 6:89 of the Dutch Civil Code, any claim for compensation shall lapse if the relevant claim has not been brought before the competent court within one year after the facts on which the claim is based were known or could reasonably have been known to the client.

7. Processing of personal and other data

When carrying out assignments, Eekhof processes personal and other data of both clients and third parties in accordance with its privacy policy (which will be sent to you on request). Eekhof takes all reasonable care to protect this data and takes appropriate technical and organisational measures to ensure its security. However, Eekhof is not liable for damage resulting from unauthorised access to or loss of this data that nevertheless occurs. Nor is Eekhof liable for damage resulting from unauthorised access to or loss or manipulation of this data that occurs during transmission over or use of the internet, networks, systems or software developed by third parties.

8. Identification and reporting to authorities

Eekhof is legally obliged to establish the identity of its clients and certain persons involved with the client. Under certain circumstances, Eekhof is obliged to report unusual transactions to the authorities without informing the client. Eekhof may have a legal obligation to report the existence of cross-border tax structures that could be labelled as

potentially aggressive to the Tax and Customs Administration.

9. Archiving

A file is kept for ten years, after which Eekhof is free to destroy it.

10. Publicity

If a client's case becomes public through no fault of Eekhof, Eekhof is free to disclose its involvement in that case and to disseminate previously disclosed information relating to the case, the assignment and the client. Eekhof is obliged to maintain confidentiality with regard to all other information relating to the case, the assignment and the client.

11. Applicable law, dispute resolution and competent court

11.1 Dutch law applies to the assignment and the related legal relationships.

11.2 All services provided by Eekhof are subject to the Eekhof Advocaat Complaints Procedure, which can be found and downloaded at www.eekhofadvocaat.nl.

11.3 All other disputes will be settled exclusively by the Dutch courts.

11.4 These general terms and conditions are also available in English. In the event of a dispute about their content or meaning, only the Dutch text shall be binding.

These general terms and conditions can be found and downloaded at www.eekhofadvocaat.nl and will be sent free of charge upon request.