



## GENERAL TERMS AND CONDITIONS BAVELAAR ATTORNEYS AT LAW

1. Bavelaar & Bavelaar Advocatuur Rechtsanwaltschaft is a partnership constituted under the laws of the Netherlands and performs out business inter alia under the trade names "Bavelaar & Bavelaar Advocaten Rechtsanwalte", "Bavelaar & Bavelaar", "Bavelaar Advocaten", "Bavelaar Rechtsanwalte" and "Bavelaar Attorneys at Law".
2. The partners of Bavelaar & Bavelaar Advocatuur Rechtsanwaltschaft are private limited companies, which jointly conduct the law practice of Bavelaar & Bavelaar Advocatuur Rechtsanwaltschaft. A list of the partners of Bavelaar & Bavelaar Advocatuur Rechtsanwaltschaft (hereafter "Bavelaar & Bavelaar Advocaten Rechtsanwalte") will be made available on request.
3. All assignments granted to and accepted by Bavelaar & Bavelaar Advocaten Rechtsanwalte are subject to the applicability of these general terms and conditions ("General Terms and Conditions"). The applicability of the client's general terms and conditions is hereby expressly excluded.
4. Bavelaar & Bavelaar Advocaten Rechtsanwalte cooperates on a strategic basis with other lawyers and offices, who carry out the law practice, including tax advice and civil law notary services, for their own account and risk (hereafter: "Strategic Partners"). Client acknowledges and agrees that within the framework of the assignment, these Strategic Partners may also be engaged. Furthermore, client acknowledges that the fees and disbursements incurred by Strategic Partners will be invoiced by Bavelaar & Bavelaar Advocaten Rechtsanwalte as their own fees and disbursements.
5. Bavelaar & Bavelaar Advocaten Rechtsanwalte is also associated with German lawyers, i.e. Rechtsanwalte, who are also referred to as "lawyers" in these General Terms and Conditions, unless expressly stated otherwise. Advice on German law and assistance in (legal) disputes under German law, at least in Germany, are always deemed to have been given in the capacity of Rechtsanwalt, i.e. as a German lawyer, and explicitly not as a (Dutch) lawyer. Client realizes and accepts that only the German rules of conduct, including but not limited to the Rechtsanwaltsvergütungsgesetz, abbreviated to RVG, apply to the activities of the Rechtsanwalte associated with Bavelaar & Bavelaar Advocaten Rechtsanwalte, and not the Dutch rules of conduct, including but not limited to the "Verordening op de Advocatuur", abbreviated to VODA.
6. Regardless of which professional accepts or executes an assignment on behalf of Bavelaar & Bavelaar Advocaten Rechtsanwalte (whether or not in cooperation with others), Bavelaar & Bavelaar Advocaten Rechtsanwalte is understood to be the sole contracting party even if it is the implicit or explicit intention that the assignment will be executed by a specific person or persons. Articles 7:404, 7:407.2 and 7:409 of the Dutch Civil Code ("BW") do not apply to any assignments accepted by or on behalf of Bavelaar & Bavelaar Advocaten Rechtsanwalte.
7. Unless otherwise agreed in writing the net amounts payable to Bavelaar & Bavelaar Advocaten Rechtsanwalte for services rendered will be calculated as follows: number of hours spent on the execution of the assignment times the applicable hourly rate of the relevant Dutch lawyers, Rechtsanwalte or jurists of Bavelaar & Bavelaar Advocaten Rechtsanwalte, the employees of Bavelaar & Bavelaar Advocaten Rechtsanwalte and/or of its Strategic Partners.



Such calculation could, at Bavelaar & Bavelaar Advocaten Rechtsanwalte's discretion, include factors such as urgency, expertise, the interests at stake or complexity of the case, the nature and duration of the relationship with the client and such like (fees). The hourly rates will be adjusted from time to time. After adjustment, the adjusted rates will apply.

8. To cover general office costs, Bavelaar & Bavelaar Advocaten Rechtsanwalte will charge a percentage of the net amount of the fees (office expenses).
9. In addition, Bavelaar & Bavelaar Advocaten Rechtsanwalte will charge the client for any specific costs paid in advance by Bavelaar & Bavelaar Advocaten Rechtsanwalte and/or costs incurred on behalf of the client in execution of the assignment (such as court fees, costs for extracts, and courier costs, travel costs, for instance € 0,50 per kilometre by car). In addition, Bavelaar & Bavelaar Advocaten Rechtsanwalte charges, the costs charged to it by its Strategic Partners and sub-assignees (disbursements).
10. The aforementioned fees, the aforementioned office expenses and the aforementioned disbursements will also be charged for assignments, to which the German Code of Conduct and German professional law applies, thus also when the German Rechtsanwaltsvergutungs-gesetz (RVG) applies. By passing an assignment to Bavelaar & Bavelaar Advocaten Rechtsanwalte, the client of Bavelaar & Bavelaar Advocaten Rechtsanwalte accepts that the same hourly rates, office expenses and disbursements will be charged for the activities of Bavelaar & Bavelaar Advocaten Rechtsanwalte's affiliated lawyers as for Bavelaar & Bavelaar Advocaten Rechtsanwalte's affiliated Dutch lawyers ("advocaten"), which may result in a higher fee and costs than the fee and costs in accordance with the RVG. However, the fee and costs in accordance with the RVG are the minimum fee and costs to be charged.
11. All amounts invoiced by Bavelaar & Bavelaar Advocaten Rechtsanwalte will be increased by turnover tax where required. Each month Bavelaar & Bavelaar Advocaten Rechtsanwalte will invoice the services rendered in the preceding month. All invoices must be paid within fourteen days. Bavelaar & Bavelaar Advocaten Rechtsanwalte may unilaterally change the invoicing frequency and the payment term. If full payment is not received in time, the client will be deemed to be in default de jure and Bavelaar & Bavelaar Advocaten Rechtsanwalte will be entitled to charge statutory interest as referred to in Article 119a of Book 6 of the Dutch Civil Code. Bavelaar & Bavelaar Advocaten Rechtsanwalte is also entitled to charge all extrajudicial and other collection costs incurred plus all costs incurred for the engagement of any internal or external lawyers.
12. Bavelaar & Bavelaar Advocaten Rechtsanwalte may always request an advance payment for the provision of services rendered or to be rendered. Services may be suspended if no advance payment is made. Advance payments made will be set off against the final invoice for the relevant assignment.
13. The client expressly agrees that invoices by Bavelaar & Bavelaar Advocaten Rechtsanwalte will only be sent by email to the email address mentioned in the order confirmation. If the client has not objected to the sent invoice in writing within four weeks, counting from the date of sending the relevant invoice by email, the invoice shall be deemed to have been unconditionally accepted by the client.
14. The client and Bavelaar & Bavelaar Advocaten Rechtsanwalte may prematurely terminate an assignment without stating reasons on the understanding that Bavelaar & Bavelaar Advocaten

Rechtsanwälte will only terminate an assignment prematurely and unilaterally in a manner that is least damaging to the client. Premature termination will not alter the fact that the amounts invoiced and to be invoiced by Bavelaar & Bavelaar Advocaten Rechtsanwälte remain due and payable.

15. Bavelaar & Bavelaar Advocaten Rechtsanwälte's contractual or non-contractual liability for loss or damage arising out of or in connection with any possible shortcomings in the execution of assignments is limited to the amount covered under the professional liability policy taken out by Bavelaar & Bavelaar Advocaten Rechtsanwälte plus the amount of excess, which under the policy conditions is payable by Bavelaar & Bavelaar Advocaten Rechtsanwälte. The shortcomings referred to in the preceding sentence are understood to include omissions. Any liability on the part of Bavelaar & Bavelaar Advocaten Rechtsanwälte for consequential loss or damage is hereby excluded.
16. In the absence of coverage under Bavelaar & Bavelaar Advocaten Rechtsanwälte 's policy, regardless of the reason, any liability is limited to an amount equal to twice the amount invoiced by Bavelaar & Bavelaar Advocaten Rechtsanwälte to the relevant client in the relevant year excluding turnover tax, with a maximum of € 25,000,- (in words: "twenty-five thousand Euros").
17. If and insofar as damage is caused to persons or goods in connection with the execution of assignments or in any other context, for which damage Bavelaar & Bavelaar Advocaten Rechtsanwälte is liable, liability is limited to the amount covered under the liability insurance policy taken out by Bavelaar & Bavelaar Advocaten Rechtsanwälte plus the amount of the excess payable by Bavelaar & Bavelaar Advocaten Rechtsanwälte. Any liability on the part of Bavelaar & Bavelaar Advocaten Rechtsanwälte for consequential loss or damage is hereby excluded.
18. In the absence of coverage under Bavelaar & Bavelaar Advocaten Rechtsanwälte 's policy, regardless of the reason, any liability is limited to an amount equal to twice the amount invoiced by Bavelaar & Bavelaar Advocaten Rechtsanwälte to the relevant client in the relevant year excluding turnover tax, with a maximum of € 25,000,- (in words: "twenty-five thousand Euros").
19. In the context of executing an assignment Bavelaar & Bavelaar Advocaten Rechtsanwälte may engage not only the Dutch lawyers, Rechtsanwälte and jurists associated with Bavelaar Advocaten, its employees and/or its Strategic Partners but it may also engage third parties not employed within its organization ('sub-assignees'). Bavelaar & Bavelaar Advocaten Rechtsanwälte will exercise due care when engaging sub-assignees and will, if necessary, consult the client. Bavelaar & Bavelaar Advocaten Rechtsanwälte is not liable for any possible errors or failure to perform on the part of any sub-assignee that it has engaged. Any assignment accepted by or on behalf of Bavelaar & Bavelaar Advocaten Rechtsanwälte means that Bavelaar & Bavelaar Advocaten Rechtsanwälte is entitled to accept all general terms and conditions and/or limitations of liability used by the sub-assignees on behalf of the client.
20. In execution of the assignment Bavelaar & Bavelaar Advocaten Rechtsanwälte will take due care to safeguard the confidentiality of the client-relationship. Unless explicitly agreed otherwise, (i) the client grants Bavelaar & Bavelaar Advocaten Rechtsanwälte permission to provide the information in its possession, whether or not in connection with the assignment, to those persons within Bavelaar & Bavelaar Advocaten Rechtsanwälte and the Strategic Partners so that they may use such information for the execution of the assignment or for client-



relationship management, and (ii) the client agrees that all the usual current means of communication may be used, in particular the Internet (like e-mail, WhatsApp, SMS and MMS), for communication purposes. At the same time the client acknowledges that Bavelaar & Bavelaar Advocaten Rechtsanwalte is not liable for any damage incurred, including consequential damage and/or loss that could arise if and because third parties gained access to confidential information without the consent of Bavelaar & Bavelaar Advocaten Rechtsanwalte.

21. Bavelaar & Bavelaar Advocaten Rechtsanwalte, the Strategic Partners and all sub-assignees engaged in the execution of assignments may invoke these General Terms and Conditions.
22. All the provisions of these General Terms and Conditions also relate to the lawyers, Rechtsanwalte and jurists associated with Bavelaar & Bavelaar Advocaten Rechtsanwalte as well as their practice companies and the directors of these practice companies, including any legal successors and all those working for or who have worked with Bavelaar & Bavelaar Advocaten Rechtsanwalte and their heirs.
23. These General Terms and Conditions also apply to any additional and follow-up assignments from Bavelaar & Bavelaar Advocaten Rechtsanwalte's clients.
24. The legal relationship between the client and Bavelaar & Bavelaar Advocaten Rechtsanwalte is governed by Dutch law. This explicitly also applies to assignments carried out by the Rechtsanwalte associated with Bavelaar & Bavelaar Advocaten Rechtsanwalte, with the exception of Dutch law of conduct (see article 5).
25. Any disputes will, in first instance, be submitted to the Court of Amsterdam. This will not alter the fact that Bavelaar & Bavelaar Advocaten Rechtsanwalte is at all times entitled to bring proceedings before the competent court in the jurisdiction or district of Bavelaar & Bavelaar Advocaten Rechtsanwalte's client. Should the court rule in favour of Bavelaar & Bavelaar Advocaten Rechtsanwalte in any proceedings against a client, the client will be obliged to fully compensate Bavelaar & Bavelaar Advocaten Rechtsanwalte for all judicial and extra-judicial costs incurred by Bavelaar & Bavelaar Advocaten Rechtsanwalte including all costs incurred for all internal or external lawyers and other advisors engaged by Bavelaar & Bavelaar Advocaten Rechtsanwalte.
26. Bavelaar & Bavelaar Advocaten Rechtsanwalte may amend these General Terms and Conditions from time to time. Once the amended General Terms and Conditions have been sent to Bavelaar & Bavelaar Advocaten Rechtsanwalte's clients, they will also apply to all assignments granted to Bavelaar & Bavelaar Advocaten Rechtsanwalte prior to the amendment thereof.
27. Bavelaar & Bavelaar Advocaten Rechtsanwalte's registered office is in Amsterdam and Bavelaar & Bavelaar Advocaten Rechtsanwalte also has a branch office in Hamburg and Extertal ("unselbststandige Zweigniederlassungen").
28. Bavelaar & Bavelaar Advocaten Rechtsanwalte is listed in the Commercial Register kept by the Chamber of Commerce ("Kamer van Koophandel") under number 76683583. Bavelaar & Bavelaar Advocaten Rechtsanwalte's postal address is: Keizersgracht 62 in (1015 CS) Amsterdam (The Netherlands).



29. The General Terms and Conditions have been drawn up in Dutch and translated into English and German. In the event of a dispute on the content or purport of these General Terms and Conditions, the Dutch text will prevail.

30. These General Terms and Conditions have been filed with the Registry of the Court of Amsterdam and can also be viewed on: [www.bavelaar.nl](http://www.bavelaar.nl)