

**General Conditions of Boels Zanders NV
(referred to hereinafter as "Boels Zanders")**

Article 1 Engagements

Only Boels Zanders shall be the Service Provider [*Opdrachtnemer*] of the Client [*Opdrachtgever*]. Sections 7:404 and 7:407(2) of the Dutch Civil Code [*Burgerlijk Wetboek*] shall not apply. Boels Zanders shall perform the engagement awarded to it exclusively for the benefit of the Client. No third party may derive any rights whatsoever from the manner in which the engagement is performed or from its results. The Client shall indemnify Boels Zanders against any claims relating to or ensuing from the work Boels Zanders performs for the benefit of the Client.

Article 2 Fees and Expenses

Boels Zanders shall periodically send the Client an invoice for fees, office expenses, and out-of-pocket expenses. Unless expressly agreed otherwise, the fee shall be based on the hourly rate applicable at that time. The lawyers' hourly rates shall vary based on the level of experience of the lawyers handling the matter. An hourly rate may be increased by a factor of 1.25 in cases involving a stake of more than EUR 500,000. Boels Zanders shall be entitled to adjust its applicable rates periodically. The new rates shall also apply to ongoing cases from the date on which the new rates are established. Office expenses will be charged at a fixed percentage of 5% of the fee. Out-of-pocket expenses, such as bailiffs' fees, court fees, fees for extracts, and costs relating to engaging third parties, such as attorneys of record in other jurisdictions, are expressly excluded from the scope of office expenses and will be invoiced separately. Boels Zanders shall always be entitled to request an advance payment for the work to be performed and the costs to be incurred. Such advance payments will be settled during or at the end of the engagement.

Article 3 Payment

Invoices must be paid within 14 days of the invoice date. If payment is not made within this term, the client shall be in default by operation of law. In that case, Boels Zanders may claim statutory commercial interest and reimbursement of any extrajudicial collection costs incurred. The extrajudicial collection costs are calculated for private clients on the basis of 'Besluit vergoeding voor buitengerechtelijke incassokosten' (Decree on compensation for extrajudicial collection costs). In all other cases, the collection costs amount to 15% of the outstanding invoices with a minimum of EUR 150. If a party other than the Client, the debtor, is ultimately responsible for bearing the costs of the invoice, the Client shall remain jointly and severally liable for paying the invoice. Boels Zanders shall be entitled to settle its invoices against the amounts owed to the Client either by Boels Zanders or Stichting Trustaccount Boels Zanders.

Article 4 Engagement of Third Parties

In the context of performing engagements, Boels Zanders shall be authorised to engage the services of third parties on the Client's behalf and at the Client's expense. In this respect, Boels Zanders shall be considered as having been authorised by the Client to accept any limitations and/or exclusions of liability on behalf of the Client. Boels Zanders shall not be liable for any defects in the performance of said third parties. If and when necessary, Boels Zanders may, if so requested, transfer to the Client any claims it may have against third parties.

Article 5 Liability and Lapse

Any liability on the part of Boels Zanders shall be limited to the amount covered by its liability insurer in the relevant case, plus the amount of the excess applicable to that policy. If, for whatever reason, the liability insurer denies a benefit claim, Boels Zanders' liability in each instance shall be limited to the amount of fee charged in the relevant case, plus an amount of EUR 50,000, with the total amount being limited to EUR 100,000. Liability for advice rendered orally but not committed to writing is expressly excluded. Liability for damage that occurs as a result of loss of data, security leaks, temporary or permanent non-availability of any digital access of the client to case files or other incidents caused by the use of digital equipment is excluded entirely, except in so far as the damage has been caused by an intentional act or omission or wilful recklessness on the part of Boels Zanders or its employees or managing employees. Without prejudice to the provisions of Section 6:89 Dutch Civil Code, any right of claim shall lapse 12 months after the creation of the liability issue could reasonably be

expected to have been known, or (if that date cannot be established) 2 years after the date of the last invoice. The provisions of this article shall also apply to the Client if a third party claims damages in connection with services that Boels Zanders rendered to the Client. Every claim for compensation vis-à-vis employees, lawyers, directors of professional companies of shareholders and other entities or legal entities who are involved on behalf of Boels Zanders in the performance of the assignment, is excluded. This is a third-party clause, which the above persons may invoke at all times.

Article 6 Personal Data

Boels Zanders will process the Client's personal data in the context of performing the engagement(s) awarded by the Client. On the basis of legislation applicable to Boels Zanders, Boels Zanders will be obliged to ascertain the identity of the Client and to verify it in certain cases. By awarding the engagement, the Client shall be deemed as having consented to the provisions of this article. The client confirms to be aware and accepts that the management of the client's digital access to files and other documents and storage of digital files of Boels Zanders in general are outsourced to selected processors, who will store the files in data centres in the EU or in other countries, provided that an equivalent level of security as in the EU is guaranteed. These processors guarantee the security of personal data with due observance of appropriate technical and organisational security measures. Boels Zanders has concluded processor agreements with these processors as referred to in the General Data Protection Regulation [*Algemene Verordening Gegevensbescherming*] and will send a copy of such to the client at its first request. Boels Zanders will not retain the personal data for longer than strictly necessary, or longer only on the basis of a statutory obligation, if such applies.

Article 7 Miscellaneous

Boels Zanders shall store and retain a file for 10 years after the last invoice is sent. After this retention period has expired, the entire file will be destroyed and, therefore, no documents from that file may be requested from Boels Zanders. These general conditions shall also apply to any additional and/or follow-up engagements awarded by the Client. The general conditions have been drafted in the Dutch, English, and German languages. In the case of a difference of interpretation, the Dutch text shall prevail. The clauses in these general conditions shall be considered to have been drafted partly for the benefit of all of the practice companies-shareholders and all of the lawyers and employees working for Boels Zanders, as well as all persons who are engaged by Boels Zanders during its performance.

Article 8 Applicable Law and Dispute Resolution

The legal relationship between Boels Zanders and Client shall be governed by Dutch law. The Maastricht branch of the Limburg District Court shall have exclusive jurisdiction to hear disputes between Boels Zanders and the Client, unless another court is designated by mandatory law. If Boels Zanders is the claimant in proceedings, it shall be entitled to submit the dispute to the competent court in the Client's city or town of residence.

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