

## 1. APPLICABILITY OF TERMS AND CONDITIONS

These Terms and Conditions are applicable to all services that have been or will be provided by HVG Law LLP (**HVG Law**). The applicability of any other terms and conditions is explicitly dismissed.

## 2. THE AGREEMENT

All services are deemed to have been assigned to HVG Law only, not to any HVG Law Affiliate. This shall also apply if it is the intention of the parties that services will be performed by a certain person affiliated to HVG Law. HVG Law Affiliates shall include all individuals who and entities which are involved, either directly or indirectly, in the services that have been or will be performed (the **Affiliates** or the **Affiliate**). The effect of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these Terms and Conditions, **Client** means any individual or entity engaging HVG Law to perform services. HVG Law has the right to terminate the services in the event of a change of control at the side of Client. Client herewith consents that HVG Law provides client information to Affiliates, for purposes related to: (i) the provision of services, (ii) complying with regulatory and legal obligations to which we are subject, (iii) conflict checking, and (iv) other administrative and technology support services. In the event of a change of entity form of HVG Law though not a change of control of HVG Law, the Client hereby in advance consents to the transfer of this agreement.

## 3. LIMITATION AND EXCLUSION OF LIABILITY

HVG Law has taken out professional liability insurance. In all situations where this insurance does not provide cover, HVG Law's liability for errors and omissions – with a series of errors or omissions with the same cause being regarded as one single error or omission – shall never exceed an amount of €100,000. The total and cumulative liability of HVG Law for the total of errors and omissions within a relationship with the Client shall never exceed €500,000. Error or errors shall be understood to mean any attributable shortcoming or any attributable wrongful act.

## 4. NO LIABILITY DIGITAL COMMUNICATION

HVG Law shall not be liable for consequences that the use, i.e., the transmitting and receiving, of any electronic or digital communications may have. It is always the responsibility of the Client to take measures of internal and external protection against infections of their computers and IT systems caused by malware, spyware, phishing, hacking or by other harmful or malicious software. If the Client wants HVG Law to transmit electronic communications in an encrypted form, HVG Law and the Client must make further arrangements to that effect in writing.

## 5. OBLIGATION TO COMPLAIN

Any error or omission in the services performed must be reported in writing by the Client to HVG Law within one year after the error or omission was or reasonably should have been detected, under penalty of loss of (claim)rights. All rights of action relating to such error or omission shall lapse, in the event the Client has not instituted legal action within one year, after the term of one year and after the reporting in writing as set out in the previous sentence.

## 6. INDEMNIFICATION

The Client indemnifies HVG Law and any Affiliates against any claims from third parties (including employees, self-employed persons engaged by the Client, persons and companies affiliated with the Client and other contract parties of the Client) and against any resulting liabilities, loss, damage, compensation, costs and expenses (including any external and internal costs of legal assistance) in connection with the services.

## 7. THIRD-PARTY CLAUSE

Not only HVG Law but also the Affiliates and the Trust can rely on these Terms and Conditions. Neither the Affiliates nor the Trust are liable to the Client for any errors or omissions as mentioned hereinabove. This clause is an irrevocable third-party clause, as defined in Section 6:253 of the Dutch Civil Code, for the benefit of the Affiliates and the Trust.

## 8. AML/CFT

The Dutch Money Laundering and Terrorist Financing Prevention Act (the **Act**) requires HVG Law to report any actual or contemplated unusual transactions to the Financial Intelligence Unit-Netherlands (**FIU-Netherlands**). By engaging HVG Law, the Client confirms that they are aware of this. Lawyers or civil-law-notaries, junior and assigned civil-law-notaries included, who report any such transactions to FIU-Netherlands are prohibited by the Act to inform the Client about that. Pursuant to the Act, HVG Law is obliged to report discrepancies between the UBO-information known by us and

the data as included in the UBO-register of the Chamber of Commerce.

## 9. MANDATORY DISCLOSURE REGIME

Based on the mandatory statutory obligation to disclose cross-border (tax) structures, advisors must disclose certain cross-border structures to the relevant tax authority (Disclosure Obligation). Lawyers and civil-law-notaries are exempted from such Disclosure Obligation under their applicable legal professional privilege. The Disclosure Obligation does apply to other relevant advisors. In the event that no other advisors are involved, the Disclosure Obligation will apply to the Client or any of the group companies of the Client as the relevant taxable person. This exemption from the Disclosure Obligation may not apply to any foreign lawyer or civil-law-notary we need to involve, who therefore may have a Disclosure Obligation with his local tax authorities.

## 10. CLIENTS' FUNDS ACCOUNT OF LAWYERS AND TRUST ACCOUNT OF CIVIL-LAW-NOTARIES

Within the scope of the performance of Services, HVG Law may hold funds from the Client or from third parties in safekeeping. Such funds are either managed by "Stichting Beheer Dergengelden HVG Law", (the **Trust**), as referred to in Section 6.5 of the Dutch Legal Profession Regulations or are held in the notarial clients' account(s) of HVG Law-affiliated civil-law-notaries, as referred to in Section 25 of the Dutch Notaries Act. All costs incurred by HVG Law in connection with transfers made by or for the benefit of the Client or third parties to the notarial clients' account or to the clients' funds account shall be at the Client's expense. These costs include but are not limited to any administrative costs, management expenses and negative interest as well as any judicial or extrajudicial costs arising from any dispute between the Client and any third party over any entitlement to the distributable share in the balance of the relevant clients' account or clients' funds account.

## 11. SET-OFF AND DISPOSAL

The Client is not entitled to any set-off, discount, deduction or suspension in respect of what the Client owes to HVG Law. HVG Law does not accept cash payments or cheques in settlement of its invoices. If an invoice is not paid within 15 days following the due date, Client shall be in default by operation of law. As from the due date, we may charge the statutory commercial interest rate and/or any extrajudicial costs to Client. In such situation, we also reserve the right, with due observance of our professional rules and regulations, to suspend, postpone or terminate the Services and take collection measures. If Client designates a third party or third parties to pay the invoice, Client shall remain jointly and severally liable in addition to such third party or third parties. Client is not allowed to dispose of or encumber for the benefit of any third party, any monies Client is entitled to or any claims against, HVG Law, the Trust, or any lawyer or civil-law-notary employed by HVG Law. Claims from third parties shall not be recognized, nor will any of the lawyers or civil-law-notaries employed by HVG Law honour any such third-party claims.

## 12. PRIVACY

For the provision of services HVG Law processes client information, including personal data. Client information including personal data is processed in accordance with the relevant applicable laws and HVG Law takes appropriate technical and organizational security measurements to protect the aforementioned personal data. Please refer to <https://www.hvglaw.nl/en/privacy-statement/>.

## 13. APPLICABLE LAW AND DISPUTE SETTLEMENT

The services performed or to be performed as well as all contractual or non-contractual obligations arising from such services performed or to be performed are governed by and shall be interpreted in accordance with Dutch law. Any disputes relating to services performed or to be performed as well as any contractual or non-contractual obligations or matters arising therefrom shall in the first instance be subject to the exclusive jurisdiction of the courts in Rotterdam, the Netherlands. The notarial services provided by HVG Law are also subject to the Complaints and Dispute Settlement Scheme for the Notarial Profession (*Klachten- en Geschillenregeling Notariaat*). Please refer to [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)). The services provided by HVG Law's lawyers are also subject to the internal complaints scheme for the legal profession (*interne klachtenregeling advocatuur*). Please refer to [www.hvglaw.nl](http://www.hvglaw.nl)

## 14. OTHER PROVISIONS

The present Terms and Conditions are available in Dutch and English versions, both of which have been filed with the Chamber of Commerce. The wording and interpretation of the Dutch version prevail over those of the English version and are binding.