

1. APPLICABILITY OF TERMS & CONDITIONS

These Terms & 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 & Conditions, **Client** means any individual or entity engaging HVG Law to perform services.

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 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(s) and/or any attributable wrongful act(s).

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.

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 HVG Law 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).

7. THIRD-PARTY CLAUSE

Not only HVG Law but also the Affiliates can rely on these Terms & Conditions. The Affiliates are not 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.

8. E-MAIL

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.

9. MONEY LAUNDERING AND TERRORIST FINANCING PREVENTION

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 notaries, junior and assigned notaries included, who report any such transactions to FIU-Netherlands are prohibited by the Act to inform the Client about that.

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 Derdengelden HVG Law", hereinafter referred to as "the Trust", as referred to in Section 6.5 of the Dutch Legal Profession Regulations ("Voda") or are held in the notarial clients' account(s) of HVG Law-affiliated 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 and / 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

You shall not be entitled to any set-off, discount, deduction or suspension in respect of what you owe 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, you 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 you. 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 you designate a third party or third parties to pay the invoice, you shall remain jointly and severally liable in addition to such third party or third parties. You shall not be allowed to dispose of or encumber for the benefit of any third party, any monies you are entitled to or any claims against, HVG Law LLP, Stichting Beheer Derdengelden HVG Law, lawyers or any notary employed by HVG Law. Claims from third parties shall not be recognised, nor will any of the notaries employed by HVG Law LLP honour any such third-party claims.

12. APPLICABLE LAW

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.

13. DISPUTE SETTLEMENT

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 and 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.

14. OTHER PROVISIONS

The present Terms & 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