

## General Terms and Conditions

The private limited company Fruytier Lawyers in Business B.V. (“Fruytier Lawyers in Business”) is a company incorporated under Dutch law with its registered office in Amsterdam.

All assignments are accepted and carried out, disregarding Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (BW), only by Fruytier Lawyers in Business, subject to the (exclusive) application of these General Terms and Conditions. These General Terms and Conditions also apply (exclusively) to follow-up or additional assignments from the client. A contract for professional services with Fruytier Lawyers in Business will be concluded only after Fruytier Lawyers in Business has accepted an assignment in writing. In concluding a contract, Fruytier Lawyers in Business can be represented only by lawyers employed by Fruytier Lawyers in Business. Assignments given to Fruytier Lawyers in Business lead to obligations to perform to the best of our ability, not to obligations to produce results. Time limits agreed with Fruytier Lawyers in Business in the context of engagements will count as target periods, not as deadlines.

Under laws including the Money Laundering and Terrorist Financing (Prevention) Act (WWFT), Fruytier Lawyers in Business is required to check the client’s identity and disclose certain unusual transactions to the authorities. The client is aware of this requirement and, to the extent necessary, gives permission to do so.

The client can terminate the assignment at all times by giving written notice. Fruytier Lawyers in Business or the lawyer in question will be entitled to terminate the assignment with due observance of such a notice period and in such a way that this harms the client’s interests as little as possible.

The client warrants the accuracy, completeness and reliability of the information, data and documents made available to Fruytier Lawyers in Business and/or the lawyers in question, even if they have come from

third parties.

The client is aware that the duty of confidentiality guaranteed by Fruytier Lawyers in Business cannot be guaranteed with respect to information provided by or to the client by e-mail or mobile phone.

Any and all liability of Fruytier Lawyers in Business will be limited to the amount paid in the relevant case on the basis of the professional liability insurance policy or policies it has taken out, plus the amount of the excess which according to the policy conditions is not payable by the insurer(s). Fruytier Lawyers in Business will not be liable for oral advice not set out in writing. If and in so far as, for any reason, no payment is made under the aforementioned insurance, any and all liability will be limited to € 25,000 or, if the fee charged by Fruytier Lawyers in Business in the case in question is higher, to a maximum of € 100,000. Not only Fruytier Lawyers in Business, but also all persons engaged to perform any assignment from a client can also rely on these General Terms and Conditions with respect to the client of Fruytier Lawyers in Business. Fruytier Lawyers in Business is authorised by the client to accept exclusions of liability from third parties on behalf of the client. A right of (legal) action will lapse 12 months after the action can reasonably be known and at any rate after 5 years.

The same will apply to the boards of directors and shareholders, as well as to previous employees, including any of their heirs, if they are held liable after they have left the firm of Fruytier Lawyers in Business.

In engaging third parties, such as bailiffs, local counsel, experts, foreign lawyers etc., Fruytier Lawyers in Business will consult in advance with the client as far as possible and at any rate observe the necessary care in selecting third parties. Fruytier Lawyers in Business is not liable for the shortcomings of third parties. Fruytier Lawyers in Business is authorised by the client to accept any limitations of liabilities of third parties on behalf of the client.

Changes to the authority of the client or of his representatives or authorised persons will not have effect with respect to Fruytier Lawyers in Business, even though they have been entered in the public registers, until Fruytier Lawyers in Business has been informed of them in writing.

The client indemnifies Fruytier Lawyers in Business against all claims of third parties, including the reasonable costs of legal assistance which are in any way connected with the work performed for the client, unless they are the result of gross negligence or wilful misconduct on our part.

Unless otherwise agreed, the fee will be calculated on the basis of the number of hours worked multiplied by the hourly rates determined annually by Fruytier Lawyers in Business. An increase in the rate may not amount to more than 10%. If the interest exceeds € 500,000, or there is great urgency, the hourly rate may be increased by multiplying it by not more than factor 5. Fruytier Lawyers in Business will be entitled to require an advance payment. An advanced payment made can be settled with the last fee statement. If the client fails to pay what is due from him, Fruytier Lawyers in Business and/or the lawyer in question will have the right, after the client has been informed to that effect, to suspend work for the client. Fruytier Lawyers in Business will not under any circumstances be liable for any loss the client and/or third parties suffer as a result of the above-mentioned suspension.

Expenses paid by Fruytier Lawyers in Business for the client, including but not limited to court registry fees, bailiff's expenses, and local counsel's expenses will be listed separately in the fee statement.

A percentage of the fee will be charged over and above this to cover general office expenses (such as postage and handling, telephone and fax charges, copying expenses and suchlike).

The work will in principle be charged to the client on a monthly basis with a payment period of 14 days, counting from the date of the statement. The client cannot derive any rights from this principle. After the payment period has expired, Fruytier Lawyers in Business will be entitled to claim payment of statutory interest, as well as extrajudicial collection costs (which costs are estimated at 15% of the principal

sum). In case a client's funds have been placed in the trust account and the payment period for that client has expired, Fruytier Lawyers in Business will make a proposal to the client to set off the outstanding statement against the balance in the trust account. The client will not be able to withhold his consent to the proposal on unreasonable grounds.

If and in so far as one of the provisions of these General Terms and Conditions is null and void or voidable, the most similar provision which is valid under Article 3:42 of the Dutch Civil Code (BW) will replace that provision and the other provisions of these General Terms and Conditions will remain in effect.

The application of general terms and conditions to which the client refers is explicitly ruled out.

Should there be a difference between the English and Dutch wording of these General Terms and Conditions, the Dutch wording will prevail and will be decisive and binding.

The legal relationship between the client and Fruytier Lawyers in Business is subject to Dutch law. Disputes will be settled exclusively by the Dutch court with competent jurisdiction. The Amsterdam District Court will count as the court with territorial jurisdiction.

Fruytier Lawyers in Business B.V. has its registered office in Amsterdam and is listed in the Commercial Register under number 33289658.