

GENERAL TERMS AND CONDITIONS OF LEEUWENROOS B.V.

1. Leeuwenroos B.V.

- 1.1 Leeuwenroos B.V. (hereinafter: "Leeuwenroos") is a private limited liability company established under the laws of The Netherlands which sets itself to rendering legal advice and the performance of legal services and activities.
- 1.2 These general terms and conditions are applicable to every engagement agreement concluded with Leeuwenroos, including additional agreements and continued agreements.
- 1.3 The clauses in these general terms and conditions have been included not only for the benefit of Leeuwenroos but also for the benefit of, individually as well as jointly, (i) all natural persons and legal persons who are involved with Leeuwenroos (for instance but not exclusively as shareholder, director or staff member), (ii) all natural persons and legal persons who are engaged by Leeuwenroos in connection with the execution of an engagement agreement, and (iii) all natural persons and legal persons for whose actions Leeuwenroos could bear liability.

2. The agreement

- 2.1 An engagement agreement is concluded exclusively with Leeuwenroos as such, even if the client's explicit or tacit intention is that the engagement involved be executed by a specific person. The applicability of art. 7:404 Dutch Civil Code, which contains stipulations for the latter case, is excluded. Also excluded is the applicability of art. 7:407 par. 2 of the Dutch Civil Code, which establishes several liability in cases in which an engagement is given to two or more natural and/or legal persons.
- 2.2 Leeuwenroos is free to have an engagement given to it executed by a person working for Leeuwenroos, such under the responsibility of Leeuwenroos.
- 2.3 Leeuwenroos is free to, in the execution of an engagement given to it, engage a third party, however not without prior consultation with the client involved. The selection of the third party to be engaged shall take place in consultation with the client and with observance of the carefulness reasonably required. Except in cases of intent or wilful recklessness, Leeuwenroos is not liable for any possible shortcoming(s) of a third party and the consequences thereof. If the third party uses a limitation of liability in connection with the execution of the engagement, Leeuwenroos is allowed to except such a limitation of liability on behalf of the client.

3. Liability

- 3.1 In the event that the execution of an engagement leads to liability of Leeuwenroos, that liability will be limited to the amount paid out in the case concerned under the relevant liability insurance of Leeuwenroos plus the deductible that is for Leeuwenroos account under the liability insurance of Leeuwenroos.

- 3.2 If, for whatever reason, no payment should take place under the liability insurance of Leeuwenroos meant in 3.1 above, the liability of Leeuwenroos is limited to the total amount invoiced by Leeuwenroos for the engagement at hand, with a maximum of EUR 15.000 excluding VAT.
- 3.3 Any claim concerning the possible liability of Leeuwenroos must be filed in writing at Leeuwenroos within twelve (12) months after the execution of the engagement to which the claim is related. The claim should be substantiated adequately so that the basis and the extent of the claim are clear.
- 3.4 Leeuwenroos is not liable for indirect damages and/or consequential damages.
- 3.5 For its communication with clients Leeuwenroos may use e-mail or other electronic methods, *inter alia* via computers and smartphones. Leeuwenroos makes sure that the equipment it uses for this purpose shall be protected to the extent that in all reasonableness can be required. Towards each other Leeuwenroos and the client are not liable for possible damages resulting from the presence and/or remittance of a virus and/or any other irregularity in the communication through electronic methods, such as the non receipt or the incomplete receipt of a message.
- 3.6 Third parties cannot derive any rights from any advice, service or activity rendered or performed by Leeuwenroos.

4. Client's obligations

- 4.1 In principle all advice, services and activities rendered or performed by Leeuwenroos are for the acknowledgement and benefit of the client involved exclusively. If the client nevertheless allows a third party to take cognizance of such advice, services and/or activities, the client shall bring the applicability and the contents of these general terms and conditions to the attention of the third party and shall ensure that they are accepted by the third party also.
- 4.2 The client indemnifies and holds harmless Leeuwenroos and all (legal) persons mentioned in 1.3 above against claims by third parties who claim that they have suffered or will suffer damages as a consequence of or in connection with Leeuwenroos rendering advice to a client and/or Leeuwenroos performing services and/or activities for a client. The client indemnifies and holds harmless Leeuwenroos and all (legal) persons mentioned in 1.3 above furthermore against claims by third parties who claim that they have suffered or will suffer damages as a consequence of or in connection with a disclosure mistakenly made by Leeuwenroos under the Dutch Prevention of money laundering and financing of terrorism Act (Wwft).

5. Tariffs and invoices

- 5.1 The structure of the tariff to be charged to the client (fixed fee or hourly rate) and the amount of that tariff will be agreed upon prior to the execution of the engagement at hand.
- 5.2 Leeuwenroos invoices on a monthly basis and provides an adequate specification of its invoices. If applicable Leeuwenroos will charge VAT.

- 5.3 The client is obliged to pay Leeuwenroos' invoices within fourteen (14) days following the date of the invoice concerned, unless a different payment term was explicitly agreed in writing. The sole overrun of the payment term results in default of the client without a notice of default being necessary. In the event that a client is in default, that client does not only owe to Leeuwenroos the unsettled invoice amount(s) but also the statutory interest over said invoice amount(s) and all costs, extrajudicial as well as judicial, which Leeuwenroos has to make in order to arrange for the collection of the unsettled invoice amount(s) still, amongst which the costs ex art. 6:96 par. 2 of the Dutch Civil Code. Leeuwenroos is entitled to suspend the execution of an engagement if the client involved is in default with regard to any amount invoiced by Leeuwenroos.
- 5.4 The client is not entitled to suspend or set-off payment with regard to amounts invoiced by Leeuwenroos.
- 5.5 In the event that the concrete facts and circumstances give cause thereto, for instance because during the execution of an engagement for which a fixed fee was agreed upon the scope of said engagement is enlarged, Leeuwenroos and the client will discuss the possible adaptation of the fixed fee initially agreed.
- 5.6 Leeuwenroos has the right to change an agreed hourly tariff. If the change implies an increase of more than ten percent (10%) at once, or if an increase takes place within six (6) months after the moment at which the agreement of engagement was concluded, the client has the right to dissolve said agreement. This right of the client expires on the fifteenth (15th) day following the date of the first invoice by which the increased hourly tariff was invoiced to the client.

6. Miscellaneous

- 6.1 The laws of The Netherlands exclusively govern the relationship which exists between Leeuwenroos and the client as a result of the conclusion of an engagement agreement.
- 6.2 The courts of Rotterdam (Rechtbank Rotterdam) is exclusively competent to hear and judge any dispute between Leeuwenroos and a client. However, Leeuwenroos is entitled to bring a dispute before the court which has competence in the domicile of the client involved in order to be heard and judged by that court.
- 6.3 These general terms and conditions are *inter alia* available via the website of Leeuwenroos (www.leeuwenroos.nl).
- 6.4 These general terms and conditions are laid down in the English language. There is a Dutch version available as well. The Dutch version of the general terms and conditions is binding in the event that there would be a dispute with regard to the contents and/or the scope of the general terms and conditions.