

Terms & Conditions MannaertsAppels N.V.

Article 1 - General

- 1.1 MannaertsAppels N.V. (hereafter to be referred to as "MA") is a public limited company incorporated under Dutch law whose object is to provide legal services.

Article 2 - Applicability and formation

- 2.1 These Terms & Conditions will apply, to the exclusion of any other terms and conditions, to all legal relationships (both now and in the future) between MA and the Client.
- 2.2 These Terms & Conditions are also stipulated and agreed for the benefit of the persons engaged in the execution of the commission.
- 2.3 The Contract is entered into for an indefinite period of time, except where a particular timeframe ensues from the substance, nature or object of the commissioned work.
- 2.4 On the formation of the Contract, or at first request thereafter, the Client is obliged to verify his or her identity by means of a valid ID in order to comply with the provisions of the Money Laundering and Terrorist Financing (Prevention) Act [*Wet ter voorkoming van witwassen en financieren van terrorisme, Wwft*] and the Regulations imposed upon Attorneys-at-Law [*Verordening op de Advocatuur*] by law and the Dutch Bar Association.

Article 3 - Acceptance and execution of a commission

- 3.1 All commissions are deemed to have been exclusively given to and are exclusively accepted by and on behalf of MA, even if it was the Client's explicit or tacit intention that the commission was to be carried out by a particular person or persons. The effects of Section 404 and Section 407 paragraph 2 of Book 7 of the Dutch Civil Code [*Burgerlijk Wetboek*] are expressly excluded.
- 3.2 Without prejudice to other statutory provisions, MA can terminate the Contract at any time by giving the Client notice; such notice must be given with due observance of a reasonable period of time as appropriate in the circumstances.
- 3.3 On termination of the Contract, the Client is obliged to pay the cost of all work carried out up to the moment of termination.
- 3.4 MA carries out commissions exclusively for the Client; third parties can derive no rights from the work.
- 3.5 If the commission is awarded and the Contract is entered into with MA by a number of clients, all the clients shall be jointly and severally bound to (and liable for compliance with) the payment obligations to MA arising from this commission or Contract, as the case may be.

Article 4 - Liability and indemnity

- 4.1 In the unlikely event that an incident occurs in the course of the execution of the commission from which liability can ensue, which should be taken to include non-commencement or non-completion of the commission or failure to meet a deadline, the liability of MA will be restricted to the amount which can be claimed by virtue of the professional liability insurance [*beroepsaansprakelijkheidsverzekering*] taken out by MA plus the amount of the excess to be borne in such circumstances by MA. MA and the persons engaged in the execution of the commission are not, however, liable to compensate for any damage or loss if, at the moment when the event described above occurs, the Client is in default with regard to compliance with any obligation vis-à-vis MA.
- 4.2 If the aforementioned insurer fails to make a disbursement in any particular case, the liability of MA or the persons engaged in the execution of the commission for all damage or loss that may occur, explicitly including consequential loss or damage, will be

expressly restricted to the fee that has been or will be invoiced to the Client by MA for the work in the context of which the damage or loss was sustained. The maximum liability of MA will not exceed EUR 200,000.

- 4.3 All commissions given to MA include the authority for MA to engage third parties for the work and to accept limitations of the liability of these third parties on behalf of the Client. The applicability of Section 76 of Book 6 of the Dutch Civil Code is expressly excluded.
- 4.4 If and insofar as MA acts as counsel of record, the Client will indemnify MA against any liability in regard to professional errors that derive from the handling of the substance of the case, the contents of the procedural documents and/or the tardy delivery of procedural documents.
- 4.5 Without prejudice to Section 89 of Book 6 of the Dutch Civil Code, any claim for compensation for damage or loss must be submitted by the Client to MA in writing within twelve (12) months of the discovery of the damage of loss; failure to do so will render the claim invalid.

Article 5 - Fees and payments

- 5.1 Unless otherwise expressly agreed, invoices will be drawn up on the basis of the hourly rates applicable within MA for the persons engaged in the provision of the services at the time of execution. The hourly rate can be multiplied by a factor that depends on the experience and/or specialist knowledge of the person or persons actually engaged in the work, the financial interests involved and the degree of urgency with which the commission must be carried out.
- 5.2 Agreed rates will apply, in principle and unless expressly otherwise agreed in writing, for the duration of the calendar year in which they have been agreed, but MA reserves the right to adjust rates in the course of a year.
- 5.3 At the beginning of each calendar year, MA is entitled to review its rates on the basis of indexation in accordance with the price index published by Statistics Netherlands [*Centraal Bureau voor de Statistiek*]. Such an adjustment does not entitle the Client to modify or terminate the Contract.
- 5.4 If the fee due to MA is calculated on a time-proportionate basis, MA's time recording will be deemed binding unless the Client can provide evidence to the contrary.
- 5.5 MA will pass on to the Client any costs not included in its rates; these include (but are not limited to) travel expenses, court fees, courier charges, translation costs and, in terms, the costs of any third parties called in. MA is entitled to invoice the Client for an advance on the amount due. MA will only commence the work after receipt of the advance. The advance will be set off against the final invoice for the work to which the advance relates.
- 5.6 Invoices submitted by MA are due and payable within fourteen (14) days of invoice date, unless otherwise expressly agreed in writing, and must be settled without recourse to postponement or set off. The Client is in default by operation of the law if payment is not made on time and/or in full. The Client is then liable to pay interest over the outstanding amount at the applicable statutory rate for commercial transactions. In addition, the Client is liable for all costs incurred in the collection of the debt, which are set at 15% of the principal amount.
- 5.7 Payments made by or on behalf of the Client will first be deducted from the outstanding charges, then from the due interest and finally from the oldest outstanding invoice, even if other instructions are given with the payment by or on behalf of the Client.

Article 6 – Applicable law, complaints mechanism, settlement of disputes

- 6.1 Only the law of the Netherlands is applicable to the agreements (including future agreements) concluded between MA and the Client.
- 6.2 The “MannaertsAppels N.V.’s Office Complaints Arrangement” [*Kantoorklachtenregeling MannaertsAppels N.V.*], accessible through our website, shall apply to the Client’s complaints.
- 6.3 MA is affiliated with the Business Advocacy Disputes Commission [*Geschillencommissie Advocatuur Zakelijk*]. This Disputes Commission is competent in the event of the complaint not being resolved through the internal complaints procedure under the complaints mechanism and insofar as it concerns a dispute that can be submitted to that Disputes Commission under the Business Advocacy Disputes Arrangement. This concerns disputes between business clients of MA (purchasers of MA’s services who are acting in the course of a profession or business) and MA about the establishment or implementation of agreements entered into with MA, as well as invoice disputes, unless the Disputes Commission considers itself not competent in the matter. The Business Advocacy Disputes Commission Rules will be sent to the Client at its first request and can be viewed on the website: www.degeschillencommissie.nl. The Business Advocacy Disputes Commission decides through arbitration [*arbitrage*].
- 6.4 MA is affiliated with the Consumers’ Advocacy Disputes Commission [*Geschillencommissie Advocatuur (consumenten)*]. This Disputes Commission is competent in the event of the complaint not being resolved through the internal complaints procedure and insofar as it concerns a dispute that can be submitted to that Disputes Commission under the Consumers’ Advocacy Disputes Commission Arrangement. This concerns all the disputes submitted by consumer-clients (by which is understood a purchaser of MA’s services who is not acting in the course of a profession or business) to the Disputes Commission about the establishment or the implementation of agreements with MA and invoice disputes, unless the Disputes Commission considers itself not competent in the matter. The Consumers’ Advocacy Disputes Commission Rules will be sent to the Client at its first request and can be viewed on the website: www.degeschillencommissie.nl. The Consumers’ Advocacy Disputes Commission decides by way of a binding advice [*bindend advies*] if the dispute has been submitted by the Client. In all other cases the Disputes Commission decides through arbitration [*arbitrage*]. A consumer-client within the meaning of this paragraph always has the option and the right not to submit a dispute to the Disputes Commission, but to the civil court and can, if requested, request MA for further information on the matter, including information on the difference between settlement by the Disputes Commission and settlement by the court.
- 6.5 Where a dispute between a Client of MA and MA also involves a compensation claim from the Client that exceeds an amount of € 25,000.-, the Disputes Commission is not competent to deal with that claim, but only the competent court, to the exclusion of the civil court. All other disputes arising from the agreement between MA and the Client that are not settled by one of the Disputes Commissions under paragraphs 3 and 4 of this article, shall also be settled exclusively by the competent court at Breda, unless the law mandatorily prescribes otherwise or the parties have expressly agreed otherwise in writing.

MannaertsAppels N.V. has its registered office in Tilburg [NL] and is listed in the Commercial Register under number 17252992.