

General conditions of L&A advocaten B.V.

1. L&A advocaten B.V. ("L&A") is a limited liability company incorporated under the laws of the Netherlands whose object is to practice the profession of lawyer (in Dutch: advocaat). A list of the shareholders of L&A or the persons holding shares in L&A through their respective holding companies - which persons are, in conformity with international practice, referred to as "partners" - will be made available upon request.
2. These general conditions are applicable to all instructions (including, without limitation, supplemental and further instructions), rendered to and accepted by L&A, unless explicitly agreed otherwise in writing prior to the acceptance of any instructions. The applicability of the instructing client's general conditions is explicitly excluded.
3. Every instruction accepted by L&A, including any follow-up and new assignments, falls within the scope of L&A's complaints procedure. This complaints procedure can be found on [www.https://www.lenaadvocaten.nl/](https://www.lenaadvocaten.nl/). Our office complaints procedure also states to whom a complaint can be submitted.
4. All instructions are deemed to be instructions rendered to and accepted by L&A only, pursuant to a contract for professional services (in Dutch: overeenkomst van opdracht), even if it is the express or implied intent that an instruction will be performed by a specific person. The operation of article 7:404 of the Dutch Civil Code, which addresses the last mentioned case, and the operation of article 7:407 (2) of the Dutch Civil Code which creates a joint and several liability in those cases in which an instruction to two or more persons, is excluded. In acting upon an instruction, L&A may call upon the assistance, under its responsibility, of the "partners" (as referred to above) and the employees of L&A and, where appropriate, may engage the services of third parties.
5. L&A shall exercise due care in performing an instruction and in selecting and engaging the services of third parties. L&A shall, except in the case of local counsel engaged to file papers in Dutch courts outside Amsterdam (in Dutch: procureur) or bailiffs (in Dutch: deurwaarder), as far as practically possible, select such third parties after consultation with the client. Any and all liability in respect of such third parties is excluded. In so far as third parties restrict their liability for professional errors, L&A will be entitled to accept such a restriction of liability on its own and on its clients' behalf.
6. If the performance of an instruction by L&A gives rise to liability, this liability shall at all times be limited to the amount which is paid under L&A's liability insurance in



respect of the matter concerned. Plus the amount of any deductible (in Dutch: eigen risico) which under the terms of the insurance policy is for the account of L&A. If for whatever reason the insurer makes no payment under the insurance policy referred to above, any liability shall be limited to a sum equal to the amount payable by the client to L&A in relation to the matter, or the relevant part thereof, in respect of which the liability has arisen, subject to a maximum of EUR 50.000. Without prejudice to the provisions set forth in article 6:89 of the Dutch Civil Code, the right to compensation for damages shall at any rate terminate twelve months after the occurrence of the event that caused, whether directly or indirectly, the damages for which L&A is liable.

7. Performance by L&A of instructions shall be exclusively on behalf of the instructing client. The contents of the works and services performed shall not confer any rights on third parties.
8. In respect of instructions performed, fees, disbursements, office expenses and V.A.T. shall be payable by instructing client. L&A invoices monthly. Invoices must be paid within the period stated on the invoice or, in the absence thereof, within fourteen days from the date of the invoice. Should payment not be received within such period, the client shall be deemed to be in default, without any further notice being required. If a party (i.e. the debtor) other than the client has taken for its own account the services to be performed for the client, the client remains fully responsible for that debtor. L&A is entitled to set off its invoices, even if they are not yet payable, against the money which L&A retains on behalf of the client, even if this money is in the custody of Stichting Beheer Derdengelden L&A or other third parties. The client hereby authorizes L&A and the aforementioned Stichting or other third parties to cooperate in this set-off.
9. L&A shall have the right to request the instructing client to make an advance payment prior to any work being undertaken. Any such advance shall be set-off against the final invoice in the relevant matter.
10. L&A is entitled to annually reassess the fees rates of its lawyers. In that event L&A shall inform the client of any changes with due observance of a reasonable notice period.
11. Based on the General Data Protection regulation (GDPR), professional use of client data is permitted. In addition, client data will be used in new cases in order to check whether there is a conflict of interest. For further information on how L&A handle personal data, please refer to the Privacy Statement published on the L&A website at [www.https://www.lenaadvocaten.nl/](https://www.lenaadvocaten.nl/).



12. The relationship between L&A and the instructing client is governed by the laws of the Netherlands. The court of Haarlem, The Netherlands shall have exclusive jurisdiction over any dispute that may arise between L&A and the client. Notwithstanding the above, L&A shall have the right to take legal action against the client in a court of law that would have had jurisdiction over disputes between the client and L&A if the above nomination of jurisdiction had not been made.
13. These general conditions are stipulated not only for the benefit of L&A, but also for the benefit of its "partners" (as referred to above), shareholders, managing directors, employees and all persons engaged by L&A in relation to the performance of an instruction.
14. In the event of any conflict between the Dutch text of these general conditions and the text of any translation thereof, the Dutch text shall prevail. These general conditions have been deposited with the Court of Haarlem and can be found on [www.https://www.lenaadvocaten.nl/](https://www.lenaadvocaten.nl/)