

Terms & Conditions Vriesendorp Mees Ankum Verboom B.V.

NOTE: this is an informal English translation of the Dutch Terms and Conditions of Vriesendorp Mees Ankum Verboom B.V. (*algemene voorwaarden*). In case of discrepancies, the Dutch version shall prevail (available on www.vriman.com).

1. Vriesendorp Mees Ankum Verboom B.V. (Vriesendorp Mees Ankum Verboom) is a private limited company, incorporated under Dutch law with the aim of practicing the legal profession.

2. Any liability of Vriesendorp Mees Ankum Verboom is limited to the amount paid out under Vriesendorp Mees Ankum Verboom's professional liability insurance. If for any reason no payment is made under that insurance, Vriesendorp Mees Ankum Verboom's liability is limited to the total amount of the fees charged by Vriesendorp Mees Ankum Verboom in relation to the specific matter. A claim expires if within six months after the discovery of the event giving rise to the claim or that could give rise to a claim, Vriesendorp Mees Ankum Verboom has not been notified thereof in writing.

3. Vriesendorp Mees Ankum Verboom may, in carrying out its work, engage third parties. Vriesendorp Mees Ankum Verboom will take the necessary care in selection of third parties. Vriesendorp Mees Ankum Verboom is not liable for any acts or omissions of those third parties. Vriesendorp Mees Ankum Verboom is authorized by the client to accept any limitations of third parties on behalf of the client.

4. All assignments are deemed to have been given to Vriesendorp Mees Ankum Verboom only, also if it is explicitly or implicitly intended that the assignment is to be performed by a specific affiliated person. Sections 7:404 and 7:407 of the Dutch Civil Code (*burgerlijk wetboek*), shall not apply. The term "affiliated person" includes: partners, their shareholders and directors, Stichting Beheer Derdengelden Vriesendorp Mees Ankum Verboom, persons working for Vriesendorp Mees Ankum Verboom and third parties engaged by Vriesendorp Mees Ankum Verboom to carry out an assignment.

5. In the performance of assignments, Vriesendorp Mees Ankum Verboom and Stichting Beheer Derdengelden Vriesendorp Mees Ankum may receive monies from clients or third parties. Vriesendorp Mees Ankum Verboom and Stichting Beheer Derdengelden Vriesendorp Mees Ankum shall deposit such monies with a bank chosen by Vriesendorp Mees Ankum Verboom in consultation with interested parties. Vriesendorp Mees Ankum Verboom and Stichting Beheer Derdengelden Vriesendorp Mees Ankum shall not be liable if the bank chosen fails to fulfil its obligations.

6. Pursuant to applicable regulations (including the Act on the Prevention of Money Laundering and Financing

of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*), Vriesendorp Mees Ankum Verboom is under the obligation to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By instructing Vriesendorp Mees Ankum Verboom, clients confirm that they are aware of these obligations and, to the extent necessary, consent thereto.

7. These terms and conditions do not only apply exclusively to Vriesendorp Mees Ankum Verboom, but also to all persons involved in executing the assignment. The client indemnifies Vriesendorp Mees Ankum Verboom against all claims of third parties in any way related to or arising from the assignment.

8. Unless otherwise agreed, the fees will be calculated on the basis of the number of hours worked multiplied by the hourly rates as set by Vriesendorp Mees Ankum Verboom.

9. If Vriesendorp Mees Ankum Verboom pays expenses on behalf of the client, then these will be separately charged. Vriesendorp Mees Ankum Verboom does not charge any office fees.

10. All amounts are exclusive of VAT. Vriesendorp Mees Ankum Verboom will invoice the client for activities on a monthly basis, with a payment term of 14 days, starting from the date of the invoice. Vriesendorp Mees Ankum Verboom may request the client to make a deposit of 50% of the estimated work.

11. These terms and conditions apply to every assignment by Vriesendorp Mees Ankum Verboom, including any follow-up assignments and new assignments.

12. Any liability for advise in relation to jurisdictions other than the Netherlands is excluded.

13. These terms and conditions are subject to Dutch Law.

14. Disputes shall be resolved by the Amsterdam district court.