

General Terms and Conditions of Fender Advocaten

1. General

- 1.1 Fender Advocaten is the trade name used within a joint venture of two independent law firms, notably the law firm of Fender Advocaten B.V. (Chamber of Commerce no. 60048654) and the law firm of Sense Advocaten B.V. (Chamber of Commerce no. 59102535), each of which shall hereinafter be referred to as: Fender Advocaten). The aforementioned legal entities each exercise a legal practice on their own behalf and at their own expense and risk.
- 1.2 Within the scope of these General Terms and Conditions, Fender Advocaten is to be understood as one of the legal entities specified in article 1.1 of these General Terms and Conditions with whom a principal (hereinafter referred to as: the Client) enters into a client assignment, as evidenced by the order confirmation or otherwise. This means that a client assignment is explicitly and exclusively entered into with the law firm specified in the order confirmation.
- 1.3 All client assignments of a Client are exclusively accepted and carried out by Fender Advocaten whilst disregarding Section 7:404 Dutch Civil Code, Section 7:407(2) Dutch Civil Code, and Section 7:409 Dutch Civil Code, also if and insofar as it is the explicit or implied intention of the Client that a client assignment shall be carried out by a specific person or lawyer working within Fender Advocaten.
- 1.4 These General Terms and Conditions are applicable to all current and future agreements between Fender Advocaten and the Client. All clauses in these General Terms and Conditions are also made for the benefit of persons involved in the implementation of the client assignments and/or persons having any liability in this regard. These General Terms and Conditions are also applicable to all and any follow-up, changed, or additional client assignment, except where explicitly laid down otherwise in writing.

2. Relationship between Fender Advocaten and the Client

- 2.1 All client assignments are exclusively carried out for the benefit of the Client. Fender Advocaten shall make its best effort to carry out the client assignment of the Client whilst exercising the required due care and expertise.
- 2.2 When carrying out the assigned work, Fender Advocaten shall exclusively keep the best interests of the Client in mind, with due observance of applicable legislation, including but not limited to the code of conduct for lawyers and the regulations and guidelines of the Bar Association of the Netherlands.
- 2.3 The Client shall provide Fender Advocaten - whether upon request or without being asked - with all information which may be relevant for the correct implementation of the client assignment. The Client warrants the correctness and completeness of all information submitted to Fender Advocaten.
- 2.4 The Client is at all times deemed to have given the order to third parties engaged by Fender Advocaten for its benefit. When engaging third parties on behalf of the Client, Fender Advocaten is authorized to accept a limitation of liability. The applicability of Section 6:76 Dutch Civil Code is precluded.
- 2.5 Third parties cannot derive any rights from the contents of the performed work. The Client indemnifies Fender Advocaten against any claims by third parties who assert to have suffered damage caused by or related to work performed by Fender Advocaten for the benefit of the Client.

3. Liability on the part of Fender Advocaten

- 3.1 As soon as the Client has discovered - or reasonably should have discovered - a possible ground for liability on the part of Fender Advocaten, the Client shall be held to notify Fender Advocaten of this claim on Fender Advocaten in writing and with proper

substantiation immediately, in any event within one month, on pain of forfeiture of rights.

- 3.2 In addition, all and any claims on Fender Advocaten shall lapse twelve months after the notification by the Client stated in paragraph 1 of this article has occurred - or at least should have occurred -, unless the asserted claim has meanwhile be brought before the court having jurisdiction on the matter.
- 3.3 Liability on the part of Fender Advocaten, as well as of its partners, employees and associates, is at all times limited to the amount actually paid by its liability insurer, increased by the deductible which is applicable to Fender Advocaten.

4. Remuneration, expenses, and payment

- 4.1 Fender Advocaten is entitled to remuneration and disbursements with regard to the performed work, to be increased by VAT.
- 4.2 Disbursements are the expenses incurred by Fender Advocaten for the benefit of the Client, yet to be specified.
- 4.3 Unless agreed otherwise, the remuneration falling to Fender Advocaten shall be calculated based on the hourly rates set by Fender Advocaten. Fender Advocaten is entitled to adjust the aforementioned hourly rates on the 1st day of January each year.
- 4.4 The fee notes of Fender Advocaten must be paid within fourteen days after the invoice date. In case of overstepping this payment deadline, the Client shall be in default by operation of law.
- 4.5 The Client must make its objections to the contents of the invoice known to Fender Advocaten in writing and in time, meaning within thirty days after the invoice date.
- 4.6 Upon first request thereto, the Client shall be held to furnish security if any immediately payable claims by Fender Advocaten on the Client and/or the Client's group corporations remain unpaid. Within this scope, Fender Advocaten is authorized, on behalf of the Client, to pledge (or to order the pledging) to itself all of the Client's property that is in its possession or in the possession of its associated Third-Party Trust or that it owes the Client.
- 4.7 If Fender Advocaten carries out work for the benefit of a legal entity-principal and/or for multiple parties, such parties shall be jointly and severally liable for the fulfilment of their obligations vis-à-vis Fender Advocaten.

5. Processing of personal data

- 5.1 The Client gives Fender Advocaten permission for automatic processing of personal data to be collected by Fender Advocaten.

6. Complaints procedure

- 6.1 Fender Advocaten has an in-house complaints procedure in place which is in accordance with the Dutch Legal Profession Regulation. This complaints procedure is the procedure applied by Fender Advocaten for the handling of Client complaints regarding the services provided by a lawyer of Fender Advocaten.

7. Applicable law and jurisdiction clause

- 7.1 The legal relationship between the Client and Fender Advocaten is exclusively governed by Dutch law. This document is a translation of the original Dutch version of these General Terms and Conditions. In the event of any incompatibility and/or difference of interpretation between the translated version and the original document, the Dutch version shall prevail at all times.
- 7.2 Without prejudice to the provisions in article 6, any disputes related to or resulting from the services provided by Fender Advocaten shall be subject to the exclusive jurisdiction of the District Court of Eastern Brabant, the Netherlands.