

**General Terms and Conditions of Kesnich Advocatuur B.V.  
filed at the registry of the District Court of Amsterdam on 9 November 2018 under number 93/2018**

1. Kesnich Advocatuur B.V. ('Kesnich Advocatuur') is a private limited liability company, having its registered office in Amsterdam, Chamber of Commerce number 64296296, whose purpose is to practice law.
2. These general terms and conditions apply to all assignments given to Kesnich Advocatuur (including amended, supplementary and follow-up assignments), as well as to all legal relationships arising from or related to this.
3. All assignments are deemed to have been given exclusively to Kesnich Advocatuur and not to a person affiliated with Kesnich Advocatuur. This also applies if it is the intention of the parties that an assignment will be carried out by a specific person affiliated with Kesnich Advocatuur. The effect of article 7:404 and article 7:407 paragraph 2 of the Dutch Civil Code is excluded. The term "affiliated person" includes the (former) employees, advisors, directors and shareholders of Kesnich Advocatuur.
4. These general terms and conditions apply without prejudice to all persons affiliated with Kesnich Advocatuur and to all third parties engaged by Kesnich Advocatuur in the execution of any assignment or who are or may be liable in connection therewith. Everything stipulated in these general terms and conditions for the benefit of Kesnich Advocatuur is regarded as an irrevocable third-party clause without financial consideration within the meaning of Section 6:253 of the Dutch Civil Code.
5. If two or more persons together have given an assignment, they are each jointly and severally liable to fulfil the obligations arising from the assignment agreement with Kesnich Advocatuur.
6. Kesnich Advocatuur carries out assignments exclusively for the benefit of the client. Third parties cannot derive any rights from an assignment, from the content of the work performed or from the manner in which the assignment has or has not been carried out.
7. Kesnich Advocatuur is authorised to engage third parties, such as litigation lawyers, bailiffs, civil-law notaries, accountants, tax advisers and valuers, in the performance of an assignment. If Kesnich Advocatuur engages a third party, Kesnich Advocatuur shall not be liable towards the client for any fault of this third party. Kesnich Advocatuur has the authority to accept on behalf of the client clauses limiting the liability that these third parties use.
8. The client indemnifies Kesnich Advocatuur and all persons affiliated with Kesnich Advocatuur against the consequences of claims by third parties arising from or in connection with the performance of an assignment, including the costs of legal assistance. The client shall also compensate Kesnich Advocatuur for the reasonable costs and damages as a result of defending against disciplinary complaints from third parties.
9. The client shall provide Kesnich Advocatuur with all information relevant to the assignment in a timely manner. Kesnich Advocatuur may rely on the accuracy and completeness of this information and, unless explicitly agreed otherwise, has no responsibility to assess or verify it.
10. Pursuant to applicable regulations, Kesnich Advocatuur is, among other things, obliged to establish the identity of the client, to verify whether any unusual transactions have been carried out or are intended to be carried out and, where appropriate, to inform the relevant authorities thereof, without informing the client thereof. By instructing Kesnich Advocatuur, the client confirms to be aware of and to agree to this and to provide all necessary information.
11. Kesnich Advocatuur may, whether or not in connection with the assignment, process, store and disclose the (personal) data of the client to anyone within the organisation of Kesnich Advocatuur in connection with the handling of the assignment and for the purpose of its relationship management.
12. The client agrees that Kesnich Advocatuur will use electronic and digital means of communication and services for the storage of data, whether or not offered by third parties, when communicating with Kesnich Advocatuur. Kesnich Advocatuur is not liable for damage resulting from the use of such services.
13. If communication between the client and Kesnich Advocatuur takes place by means of electronic systems such as e-mail and other forms of data traffic, then both parties will ensure standard virus protection. Neither party shall be liable to the other party for any damage resulting from the transmission of viruses and/or other irregularities in the electronic communication, and for any messages not received or received in a damaged condition. The sending of e-mail and other forms of data traffic shall take place unencrypted, unless the client has requested the use of the encryption options available at Kesnich Advocatuur for the sending of any specific message.
14. The applicability of article 6:227b paragraph 1 of the Dutch Civil Code, which relates to the provision of information in e-commerce transactions, and of article 6:227c of the Dutch Civil Code, which relates to the manner in which e-commerce transactions are concluded, is hereby expressly excluded if the client is acting in the exercise of a profession or business.
15. The file created by Kesnich Advocatuur will be kept for a maximum of 5 years after the end of the assignment, after which Kesnich Advocatuur is free to have the file destroyed.
16. Kesnich Advocatuur and the Stichting Beheer Derdengelden Kesnich Advocatuur (the "Stichting") are authorised, in the context of the execution of an assignment, to retain funds from clients or third parties and to deposit them with a bank of their choice. They are not liable if this bank fails to fulfil its obligations. The Customer indemnifies Kesnich Advocatuur, the

Stichting and the persons affiliated with them against all claims arising from or in connection with any insolvency or failure to comply with obligations on the part of the bank where these monies have been deposited.

17. Unless otherwise agreed, the fee owed to Kesnich Advocatuur is calculated on the basis of the time spent on the assignment, multiplied by the agreed hourly rate. The time spent will be charged per 5-minute unit of time that has been completed. Costs incurred or to be incurred in connection with the assignment that are not included in the fee, such as court registry fees, bailiff's fees, translation costs, costs of extracts from public registers and other out-of-pocket expenses, shall be charged separately. All amounts to be charged by Kesnich Advocatuur shall be increased by the applicable VAT percentage and other compulsory taxes, surcharges and similar increases.
18. Kesnich Advocatuur is entitled to increase the fee to be charged annually with effect from 1 January in accordance with the CBS consumer price index for all households for the preceding period October/October, on the understanding that the amounts shall be rounded up to a multiple of € 5.
19. Kesnich Advocatuur will periodically invoice the client for the work performed and the costs incurred, with a payment term of 14 days, to be calculated from the date of the invoice, unless a different payment terms has been agreed upon. The agreed payment term is a strict deadline.
20. Kesnich Advocatuur may at any time request an immediate advance payment for its services and may refrain from commencing, suspending or terminating the disbursements and its services if the client fails to pay an advance payment invoice or a fee note in a timely manner.
21. Payment of fee notes of Kesnich Advocatuur must take place without discount, suspension or set-off.
22. All legal costs incurred by Kesnich Advocatuur in connection with the collection of the amounts owed to Kesnich Advocatuur and not paid on time will be for the account of the client. The judicial costs are determined on the basis of the actual costs of the proceedings incurred by Kesnich Advocatuur, including the actual lawyer's costs incurred at an hourly rate, even if these lawyer's costs relate to the activities of an attorney at law affiliated with Kesnich Advocatuur.
23. If, during the execution of an assignment, an event occurs that leads to liability on the part of Kesnich Advocatuur, then this liability in its entirety is limited to the amount paid out under the professional liability insurance taken out by Kesnich Advocatuur in that case, to be increased by the applicable deductible.
24. If Kesnich Advocatuur is liable for damage to persons or property, such liability is in its entirety limited to the amount paid out under the general liability insurance (AVB) of Kesnich Advocatuur in that case, plus the applicable excess.
25. If, for any reason whatsoever, none of the aforementioned insurances gives rise to a claim for payment, Kesnich Advocatuur's liability in its entirety is limited to the amount of the fee charged in the specific case, excluding VAT, with a maximum of € 25,000.
26. Any limitation of liability does not apply in the event of intent or deliberate recklessness on the part of Kesnich Advocatuur and/or its executive employees.
27. Any claim for damages expires one year after the day on which the client became aware of the damage and of Kesnich Advocatuur's liability.
28. Kesnich Advocatuur participates in the Complaints and Dispute Settlement Scheme for the Legal Profession. Disputes about the realization or execution of the assignment by Kesnich Advocatuur may be submitted by the client to the Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur), as included in the appendix, with due observance of the then current Regulations of the Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur).
29. All agreements and legal relationships with Kesnich Advocatuur are exclusively governed by Dutch law. Unless otherwise stipulated in Article 28 and to the extent permitted by law, all disputes between the client and Kesnich Advocatuur will be referred to the competent court in Amsterdam, without prejudice to Kesnich Advocatuur's authority to submit a dispute to any other competent court.
30. In the event of any discrepancy between these general terms and conditions and the confirmation of the assignment in which these general terms and conditions have been declared applicable, the provisions of the confirmation of the assignment will prevail.
31. Kesnich Advocatuur is authorised to amend these general terms and conditions. The amended general terms and conditions also apply to current assignment agreements. The client is deemed to have accepted the amended general terms and conditions if he does not object to them within 14 days after the amended general terms and conditions have been sent to the client.
32. These general terms and conditions have been drawn up in Dutch and English and can be consulted on [www.kesnich.nl](http://www.kesnich.nl). In the event of a dispute about the general terms and conditions, only the Dutch text shall be legally binding.

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### **Appendix Disputes Settlement Scheme for the Legal Profession**

1. In addition to the aforementioned general terms and conditions, Kesnich Advocatuur's services are also subject to the 'Dispute Settlement Scheme for the Legal Profession', which is set out in this appendix. Where the Disputes Settlement Scheme for the Legal Profession conflicts with the aforementioned general terms and conditions, the Disputes Settlement Scheme for the Legal Profession shall prevail.
2. If the client is dissatisfied with the quality of the service or the amount of the invoice, the client will first submit his objections to Kesnich Advocatuur. The client must submit his complaint to Kesnich Advocatuur at the latest within three months after the moment at which the client became aware or could reasonably have become aware of the acts or omissions that gave rise to the complaint.
3. Kesnich Advocatuur will always confirm a solution to a problem that has arisen to the client in writing within four weeks after receipt of the complaint. Should Kesnich Advocatuur not have solved the client's objections satisfactorily in its opinion, the client may submit the complaint within four weeks after the submission of the client's objections and the written response of Kesnich Advocatuur to:  
  
Disputes Committee for the Legal Profession  
PO Box 90600  
2509 LP The Hague  
Tel: +31 (0) 70 310 53 10
4. The client may submit his complaint to the Disputes Committee for the Legal Profession at the above address no later than twelve months after Kesnich Advocatuur's written response. After that period, this option lapses.
5. The Disputes Committee for the Legal Profession gives its decision by means of an arbitral award, unless the client brings the dispute before the court as a consumer and the client declares that he wishes to have the dispute decided by means of a binding opinion.
6. The Disputes Committee for the Legal Profession is authorised to adjudicate on complaints concerning the quality of the lawyer's services and the amount of the invoice. In addition, the Disputes Committee for the Legal Profession is authorised to adjudicate on claims for damages up to a maximum amount of € 10,000, provided that the client expressly waives any claims for the possible excess.
7. Decisions of the Disputes Committee for the Legal Profession about the quality of service do not have binding force in a possible lawsuit before the ordinary court about a claim for damages of more than € 10.000,--. This means that the client cannot invoke a decision of the Disputes Committee for the Legal Profession in a possible lawsuit before the ordinary court concerning a claim for damages in excess of € 10.000,--.
8. Kesnich Advocatuur can submit unpaid invoices for collection to the Disputes Committee for the Legal Profession.
9. The Disputes Committee for the Legal Profession handles all cases in accordance with the Regulations of the Disputes Committee for the Legal Profession, which applies at the time the complaint is submitted to the Disputes Committee for the Legal Profession.
10. The Disputes Committee for the Legal Profession rules to the exclusion of the ordinary courts. No appeal is possible against the decision of the Disputes Committee for the Legal Profession.

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