

FINNIUS

GENERAL TERMS AND CONDITIONS FINNIUS ADVOCATEN B.V.

Article 1 - Finnius advocaten B.V. (hereinafter referred to as "Finnius"), with registered office in Amsterdam (trade register number 34378839), is a private company with limited liability incorporated under Dutch law. Its object is to practice in the legal profession. On request a list will be sent of those who hold shares in Finnius through their holding companies (hereinafter referred to as "Partners").

Article 2 – The provisions in these general terms and conditions apply not only for the benefit of Finnius itself, but also for the benefit of all Partners, *Stichting Derdengelden Finnius advocaten* (Foundation for Client Money Accounts Finnius advocaten) and all other legal or natural persons in former or current employment with Finnius as well as for the benefit of all persons for whose acts or omissions Finnius might be held liable (hereinafter referred to as "Finnius personnel") and of the possible legal successors of all the aforementioned. Finnius as well as of the Partners, *Stichting Derdengelden Finnius advocaten* (Foundation for Client Money Accounts Finnius advocaten), Finnius personnel and all other legal or natural persons who have been engaged to carry out any instruction by the client, are entitled to invoke the provisions of these general terms and conditions.

Article 3 - All services and other activities are carried out by Finnius under a contract for professional services concluded with it, unless otherwise agreed upon in writing.

Article 4 - All instructions shall be accepted and carried out exclusively by Finnius, also when the expressed or implied intention is for an instruction to be carried out by a specific individual. The applicability of sections 404, 407 (2) and 409 of Book 7 of the Netherlands Civil Code is expressly excluded.

Article 5 - Instructions are carried out by Finnius exclusively for the benefit of the client. Third parties may derive no rights from the instruction and any activities performed in relation thereto.

Article 6 – In the carrying out of the instructions, Finnius may engage third parties. Finnius shall not be liable for any shortcomings on the part of any third parties engaged by Finnius. Finnius is hereby authorized by the client to accept any third parties' limitations of liability on client's behalf.

Article 7 - The client indemnifies and holds Finnius harmless from and against any and all claims from third parties as well as any costs to be incurred with respect thereto by Finnius, including the cost of legal aid, arising from the activities performed by Finnius for the benefit of the client. The client shall, moreover, indemnify and hold Finnius harmless from and against any and all claims from third parties against Finnius which relate to a disclosure that was mistakenly made within the framework of the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*).

Article 8 - The client grants permission to the processing of personal data within the organisation of Finnius, in connection to the instruction, and to communicate such to all those within the Finnius organisation who may be able to use such information in relation to carrying out the instruction or managing the relationship with the client. The client also grants permission in this communication, to the use of any method of communication customarily used at that time, including in particular the Internet and e-mail.

Article 9 – The client can only call upon Finnius for damages resulting from or in relation to the carrying out of an instruction. An instruction to Finnius also entails the waiver of any right, to the extent possible in law (i) to hold liable the Partners and/or Finnius personnel, including their possible legal successors, on any grounds whatsoever, for damages resulting from or in relation to the carrying out of an instruction, as well as (ii) to take any legal measures against the Partners and/or Finnius personnel, including their possible legal successors, including the levying of attachment.

Article 10 – If arising from or in connection with the carrying out of an instruction an event should occur as a result of an act or omission, leading to liability towards the client on the part of Finnius and/or (without prejudice to that determined in article 9 of these general terms and conditions) the Partners, the *Stichting Derdengelden Finnius advocaten* (Foundation for Client Money Accounts Finnius advocaten) and/or all Finnius personnel, including their possible legal successors, such liability shall always be limited to the amount paid out in the relevant case under the professional liability insurance taken out by Finnius, increased with the amount of the policy excess payable by Finnius in the relevant case under the insurance agreement.

Article 11 – All actions for damages against Finnius and/or (without prejudice to that determined in article 9 of these general terms and conditions) the Partners, the *Stichting Derdengelden Finnius advocaten* (Foundation for Client Money Accounts Finnius advocaten) and/or all Finnius personnel, including their possible legal successors, shall become time-barred one year after the day on which the client has become acquainted with the existence of damages and the liability in question.

Article 12 - Fees shall be payable by the client to Finnius for the carrying out of an instruction, plus disbursements and value added tax and, if applicable, office expenses. Unless otherwise agreed upon, the fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate to be determined by Finnius.

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Article 13 - Finnius is authorized to set off any advance that has been paid towards the invoice the client against the oldest outstanding invoice, as well as against all that is held or will be held for the client by Finnius or its related *Stichting Derdengelden* (Foundation for Client Money Accounts Finnius advocaten).

Article 14 - Invoices from Finnius are payable within fourteen days – without set off or suspension. When no payment is forthcoming despite a demand to that effect, Finnius is authorized to charge the client for extrajudicial collection costs.

Article 15 - In case of non-payment for the activities carried out by or at the instructions of Finnius for the benefit of the client, Finnius is authorized to suspend its activities until full payment of the outstanding invoices has been made. Any liability on the part of Finnius for damages that may arise as a result thereof shall be excluded.

Article 16 – Finnius has in place a procedure for the handling of complaints. This complaints procedure is available on the website of Finnius and will be sent upon request.

Article 17 - With the exception of files to which special statutory holding regulations are applicable, a file shall be kept for at least five (5) years in physical and/or electronic form (starting from the date of the final invoice), after which Finnius has the discretion to destroy the file without further notice.

Article 18 - Unless otherwise agreed upon in writing, these general terms and conditions shall apply to all contracts for professional services concluded with Finnius. They shall furthermore apply to all additional and subsequent instructions. These general terms and conditions have been drawn up in both the Dutch and English language. In the event of a dispute about the contents or meaning of these general terms and conditions, the Dutch text shall be binding.

Article 19 - The legal relationship between the client and Finnius, as well as any legal relationship that arises from the carrying out of an instruction, on any ground whatsoever, between the client and one or more Partners, one or more members of Finnius personnel and/or the *Stichting Derdengelden Finnius advocaten* (Foundation for Client Money Accounts Finnius advocaten), including their possible legal successors, is governed by Dutch law. Disputes will be submitted exclusively to the competent court in Amsterdam.

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