

1 GENERAL TERMS AND CONDITIONS

- 1.1** These general terms and conditions apply to every agreement for services between a Client and STAUNCH.
- 1.2** In these terms and conditions:
"STAUNCH" means STAUNCH B.V.;
"Client" means the person engaging STAUNCH to provide services; and
"Person Affiliated with STAUNCH" means every lawyer (*advocaat*) and every other person working at STAUNCH, every shareholder of STAUNCH, and Stichting Dergengelden STAUNCH. Persons Affiliated with STAUNCH include persons formerly affiliated with STAUNCH and legal successors of Persons Affiliated or formerly affiliated with STAUNCH.
- 1.3** These general terms and conditions are available in Dutch and English. Both versions have the same legal force.

2 ENGAGEMENT

- 2.1** An agreement for services between a Client and STAUNCH will only come into existence when STAUNCH or a lawyer working at STAUNCH accepts a Client's instructions.
- 2.2** A Client's engagement of a Person Affiliated with STAUNCH will not result in an agreement with that person or with any other Person Affiliated with STAUNCH.
- 2.3** If the Client requests that, as part of the engagement, work be carried out or continued by a specific Person Affiliated with STAUNCH, STAUNCH shall meet that request where possible, taking into account the limitations imposed by STAUNCH's business and the demands of its other Clients. Articles 7:404 and 7:409 of the Dutch Civil Code will not apply.
- 2.4** If STAUNCH is engaged to provide services together with another person, legal entity or firm, STAUNCH will only be liable for the performance of those obligations that are explicitly STAUNCH's obligations. Article 7:407(2) of the Dutch Civil Code will not apply.
- 2.5** The Client shall provide STAUNCH with any information, which STAUNCH, its shareholders or subsidiaries, third parties or banks engaged by it/them, need in order to meet any obligations to establish the identity of Clients and persons affiliated with Clients, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*). STAUNCH has an obligation to report unusual transactions to the authorities.
- 2.6** Under Council Directive (EU) 2018/822 of 25 May 2018, STAUNCH is obliged to file information on reportable cross-border arrangements with the tax authorities in certain circumstances.
- 2.7** STAUNCH may terminate the engagement by giving the Client seven days' prior notice, or immediate notice if the Client does not pay an invoice within 14 days of the due date, but always only by giving notice in writing.
- 2.8** If the engagement is terminated, the Client will owe the fees for the work carried out by STAUNCH before the end of the engagement and for any subsequent work that STAUNCH may need to do in order to transfer the matter to the Client or a third party.

3 INVOICES

- 3.1** The Client will owe STAUNCH the agreed fee. If no fee has been agreed, the Client will owe a fee based on STAUNCH's standard rates.
- 3.2** Expenses incurred by STAUNCH (including courier, travel and accommodation costs, registration and court fees, and costs, including interest, charged by persons not affiliated with STAUNCH and banks) will be for the Client's account.
- 3.3** Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided STAUNCH with a valid VAT number, or is established outside the European Union.
- 3.4** The Client may notify STAUNCH of any objections to an invoice for 14 days after the date of the invoice. If the Client fails to do this, the invoice will be deemed to have been accepted.
- 3.5** The Client shall pay all invoices within 14 days of the invoice date.

4 LIABILITY

- 4.1** STAUNCH's liability is limited to the amount that is paid out for the relevant claim under STAUNCH's insurance, plus the applicable excess.
- 4.2** Every compensation claim will expire one year after the date on which the Client became aware of the damage and of STAUNCH's liability for the damage.
- 4.3** The professional liability of every lawyer working at STAUNCH is limited as set out in the first sentence of article 4.1 above. Any other liability on their part and on the part of other Persons Affiliated with STAUNCH is excluded. This article is an irrevocable third-party clause for the benefit of every Person Affiliated with STAUNCH.
- 4.4** The Client indemnifies STAUNCH and all Persons Affiliated with STAUNCH against any claims made by third parties and any other damage suffered by STAUNCH or a Person Affiliated with STAUNCH in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under STAUNCH's insurance, plus the applicable excess. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This article is an irrevocable third-party clause for the benefit of every Person Affiliated with STAUNCH.

5 ENGAGING THIRD PARTIES

- 5.1** In providing the services, STAUNCH may engage persons not affiliated with STAUNCH (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. STAUNCH may engage those persons in its own name or, as an authorised representative, in the Client's name.
- 5.2** The Client is bound by the conditions agreed between STAUNCH (in its own or the Client's name) and the other persons engaged by STAUNCH. STAUNCH is not liable for any damage caused by any action or omission of other persons engaged by it.

5.3 If STAUNCH holds funds of a Client or a third party, the Client is bound by the conditions imposed by the bank holding the funds. STAUNCH is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Derdengelden STAUNCH holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Derdengelden STAUNCH.

6 CONFIDENTIALITY AND FILES

6.1 STAUNCH and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services. STAUNCH and the Client shall take reasonable measures to ensure that Persons Affiliated with STAUNCH do the same.

6.2 The first sentence of article 6.1 above does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of STAUNCH, where disclosure is desirable with a view to providing the services.

6.3 STAUNCH shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, STAUNCH may destroy documents without notifying the Client.

7 GOVERNING LAW; COMPLAINTS AND DISPUTES

7.1 The agreement for services (including article 7.3 below) and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.

7.2 STAUNCH's complaints procedure – which can be found on www.staunchlaw.com – applies to work carried out by any Persons Affiliated with STAUNCH.

7.3 Subject to article 7.2 above, the Amsterdam District Court, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.

7.4 Article 7.1 and 7.3 above apply equally to non-contractual obligations of Persons Affiliated with STAUNCH that arise out of, or are connected with, the agreement for services. This article is an irrevocable third-party clause for the benefit of every Person Affiliated with STAUNCH.

8 PERSONAL DATA

8.1 Terms defined in the General Data Protection Regulation ("GDPR") have the same meaning in this article 2.

8.2 The Client shall indemnify STAUNCH and all Persons Affiliated with STAUNCH against any claims made by third parties and any other damage suffered by STAUNCH or a Person Affiliated with STAUNCH in connection with an alleged unlawful processing of personal data in the course of the engagement, to the extent that STAUNCH has received these personal data from the Client or at the Client's instruction.

8.3 The Client shall provide the data subject with the information on the processing of personal data in the course of the engagement as required under the GDPR. The Client will do so within the applicable term under the GDPR. STAUNCH shall be the contact point for data subjects exercising their rights under the GDPR towards STAUNCH.

8.4 Each of the parties shall inform the other without undue delay after having become aware of a personal data breach in connection with personal data processed in the course of the engagement. The Client and STAUNCH will consult with each other before submitting any notification to supervisory authorities and data subjects.

8.5 Each of the parties shall inform the other without undue delay after having become aware of an investigation of a supervisory authority in connection with personal data being processed in the course of the engagement.