

I 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 (legal or natural) person working at STAUNCH, as an employee or otherwise, every shareholder, direct or indirect, of STAUNCH, and Stichting Derdengelden STAUNCH. Persons Affiliated with STAUNCH include persons formerly affiliated with STAUNCH and legal successors of Persons Affiliated or formerly affiliated with STAUNCH. Persons affiliated with STAUNCH may also invoke these General Terms and Conditions (irrevocable third-party clause).

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 All instructions will be deemed to have been given to, accepted by and carried out by STAUNCH exclusively, regardless of any other intention. Articles 7:404 and 7:409 of the Dutch Civil Code shall not apply.

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 will meet that request where possible, taking into account the limitations imposed by STAUNCH's business and the demands of its other Clients.

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 shall not apply.

2.5 STAUNCH is obliged by law to verify the identity of its Clients and to report unusual transactions to the competent authorities. 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*).

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, bailiff costs, translation costs, and costs charged by persons not affiliated with STAUNCH but engaged by STAUNCH in the context of the provision of services) 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 Unless agreed otherwise, the services will be invoiced to the Client on a monthly basis. The Client may notify STAUNCH in writing 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. STAUNCH may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the Client does not pay an invoice for advance payment on time. Any advance payments made will be set off against the final invoice in connection with the services rendered.

4 LIABILITY

4.1 If the performance of services gives rise to any liability, only STAUNCH can be held liable. Persons Affiliated with STAUNCH cannot be held liable. STAUNCH's liability is limited to the amount that is paid out for the relevant claim under STAUNCH's insurance, increased by the applicable amount of STAUNCH's deductible (*eigen risico*) under said insurance. Liability for damage caused by an event not covered by any insurance is limited to the amount (excluding VAT) invoiced by STAUNCH and paid by the client in relation to the relevant engagement, to a maximum of EUR 50.000.

4.2 Every compensation claim will expire one year after the date on which the Client became aware or could reasonably have become aware of the damage and of STAUNCH's liability for the damage.

4.3 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, increased by the applicable amount of STAUNCH's deductible (*eigen risico*). 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.

5 ENGAGING THIRD PARTIES

- 5.1** In providing the services, STAUNCH may engage a third party at the Client's expense and under the terms stipulated by such third party. STAUNCH may accept such terms, including any limitation of liability, on behalf of the Client. STAUNCH cannot be held liable for any failure or negligence of a third party engaged in the performance of its services.
- 5.2** 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.

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 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** All legal relationships with STAUNCH, including non-contractual obligations, are exclusively governed by Dutch law. This choice of law equally applies to Article 7.3 below.
- 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 legal relationships and disputes between the Client and Persons Affiliated with STAUNCH that arise out of, or are connected with, the agreement for services.

8 PERSONAL DATA

- 8.1** Terms defined in the General Data Protection Regulation ("GDPR") have the same meaning in this article **8**.
- 8.2** STAUNCH processes personal data, in connection with the agreement for services or otherwise, in conformity with its privacy policy. This policy can be found on www.staunchlaw.com.
- 8.3** All electronic communication, including e-mails, shall be deemed to be in writing. The Client consents to STAUNCH using digital communication and data storage services. STAUNCH cannot be held liable for any loss resulting from the use thereof.
- 8.4** 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.
- 8.5** Under the GDPR, a third party may inquire as to how STAUNCH's Client treats personal data provided in the course of the engagement. On STAUNCH's request, the Client shall provide this information. STAUNCH shall be the contact point for data subjects exercising their rights under the GDPR towards the Client.
- 8.6** 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.
- 8.7** 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.

STAUNCH B.V. is established in Amsterdam and registered with the Trade Register in the Netherlands under no. 81498187.