

General Terms and Conditions NautaDutilh Avocats Luxembourg S.à.r.l.

1 January 2019

We apply these general terms and conditions in order to clearly set out what arrangements apply if you instruct and work with NautaDutilh Avocats Luxembourg S.à.r.l. ("**NautaDutilh**").

Applicability

1. These general terms and conditions apply to all instructions for services by a client ("**Client**") to NautaDutilh, as well as to all services provided by NautaDutilh on another basis.

2. Any deviation from these general terms and conditions must be agreed upon in writing.

Legal relationship exclusive with NautaDutilh

3. Instructions for services shall be accepted and carried out exclusively by NautaDutilh, regardless of any other intention.

4. Third parties cannot derive any rights from the provision of services by NautaDutilh to a Client.

Fees and invoicing

5. Unless otherwise agreed, NautaDutilh invoices its services on the basis of time spent, in accordance with its applicable hourly rates, increased with a 6% general office cost surcharge and disbursements incurred in relation to the instruction for services.

6. NautaDutilh invoices on a monthly basis. The period for payment is 30 days from the invoice date.

Liability

7. If the performance of services gives rise to any liability, only NautaDutilh can be held liable. Such liability is limited to the amount paid out in respect thereof under NautaDutilh's professional indemnity insurance, increased by the amount of NautaDutilh's deductible under said insurance. See for more information: www.nautadutilh.com/en/insurance-certificate.pdf.

8. Should the insurer not pay out under said professional indemnity insurance, NautaDutilh's total liability is limited to EUR 2,000,000.

9. Persons associated with NautaDutilh cannot be held liable. "*Persons associated with NautaDutilh*" within the meaning of these general terms and conditions shall mean: all past, present and future (a) direct or indirect shareholders of NautaDutilh ("**partners**"), (b) group companies, holding companies, operating companies, pension companies or other related entities of NautaDutilh or of its partners, and (c) employees, advisors, board members, trainees, temps and freelancers. Persons associated with NautaDutilh (including their legal successors) are also entitled to invoke these general terms and conditions.

10. The right to compensation for damages shall automatically terminate thirty six months after the date upon which the other contracting party discovered, or should reasonably have discovered, the occurrence of the event that caused, whether directly or indirectly, the damages for which NautaDutilh is liable. This shall also apply, if compensation is claimed for damages on the grounds of a right taken over or acquired from a third party.

11. The Client indemnifies NautaDutilh and all persons associated with NautaDutilh against all claims by third parties for which NautaDutilh's liability is limited pursuant to sections 7 and 8 of these general terms and conditions. The indemnity also covers related costs and expenses.

Engagement of third parties

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

Client's funds

13. NautaDutilh may hold client funds and third-party funds for safekeeping and deposit such funds with a bank of their choice. NautaDutilh cannot be held liable if said bank fails to meet its obligations.

Privacy, data protection and compliance

14. All electronic communication, including e-mails, shall be deemed to be in writing. The Client consents to NautaDutilh using digital communication and data storage services. NautaDutilh cannot be held liable for any loss resulting from the use thereof.

15. NautaDutilh is obliged by law to verify the identity of its Clients and to report suspicious activities to the authorities, without informing the Client. As from 2020, potentially aggressive tax structures applicable on or after 25 June 2018, must be reported to the tax authorities. See for further information: www.nautadutilh.com/en/legal-information.

16. NautaDutilh processes personal data of its Clients and persons working for its Clients in order to provide the best possible service and to comply with statutory obligations. See for further information: www.nautadutilh.com/en/privacy-cookie-policy.

17. NautaDutilh retains its electronic and/or hard-copy files on record for at least eight years after the last substantive communication with the Client in the respective matter. After expiry of that period, NautaDutilh may destroy such files.

Professional rules

18. Services provided by NautaDutilh's lawyers and tax consultants are subject to the respective rules of professional responsibility and complaint and dispute resolution rules. See for further information: www.nautadutilh.com/en/legal-information.

Applicable law and choice of forum

19. All legal relationships with NautaDutilh are governed by Luxembourg law.

20. Any dispute shall be submitted in the first instance to the city courts of Luxembourg.