

General Terms and Conditions NautaDutilh N.V.

- 1.1 These general terms and conditions of NautaDutilh N.V., a public limited liability company (naamloze vennootschap) incorporated under Dutch law, apply to all legal relationships with you. Shareholders in NautaDutilh N.V., or the persons holding shares in NautaDutilh N.V. through their holding companies, are, in conformity with international practice, referred to as "partners". These general terms and conditions have been drawn up in Dutch and English. In the event of a conflict between the Dutch and English versions, the Dutch version is binding. NautaDutilh N.V. may amend these general terms and conditions at any time without prior notice. Such amended general terms and conditions will apply to all subsequent legal relationships with you. Our services are subject to the applicable professional rules; see www.nautadutilh.com/en/legal-information/ for further information.
- 1.2 You irrevocably agree that NautaDutilh N.V. has engaged and may engage third parties, for its own or your account and in its own or your name, to provide products or services subject to the terms and conditions used by that third party.
- 1.3 All electronic communications, including e-mails, will be considered to be in writing. You acknowledge that electronic communications are not secure and may be intercepted, manipulated, infected, delayed or misdirected, e.g. by viruses and spam filters. The applicability of section 6:227b (1) of the Dutch Civil Code, which relates to the provision of information in e-commerce transactions, and of section 6:227c of the Dutch Civil Code, which relates to the manner in which e-commerce transactions are concluded, is hereby expressly excluded if you are acting in the course of a profession or business.
- 1.4 All amounts mentioned exclude VAT and other taxes, unless explicitly stated otherwise.
- 2.1 Subject to clause 1.2 all instructions will be accepted and performed solely by NautaDutilh N.V. on the basis of a contract for professional services (overeenkomst van opdracht). This applies even if it is the express or implied intention that an instruction be carried out by a specific person. The applicability of section 7:404 of the Netherlands Civil Code, which relates to the situation referred to in the preceding sentence, and of section 7:407 (2) of the Netherlands Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded insofar as necessary. This clause 2.1 applies, by analogy, where products or services are provided other than pursuant to a contract for professional services.
- 2.2 Unless otherwise agreed in writing, you will be billed on a time-spent basis at the applicable hourly rate(s). You will also be required to pay disbursements (including court fees, bailiff costs, translation costs and expert costs), an office-costs surcharge on the fees and, if applicable, VAT and other taxes. The hourly rates may be increased without prior notice (i) if, in the case of a particular individual, he/she advances to a higher fee level based on his/her years of service or acquires special expertise or experience or a new position, or (ii) if NautaDutilh N.V. determines that an across-the-board rate increase is justified by market circumstances. NautaDutilh N.V. usually sends invoices monthly but may do so at shorter or longer intervals. The payment term for invoices is 30 days from the invoice date and statutory interest will start to accrue immediately following the end of the payment term. If you are an individual using NautaDutilh N.V.'s notarial services, see www.nautadutilh.com/en/legal-information/ for further information.
- 3.1 NautaDutilh N.V.'s total liability for a particular claim is limited to the amount paid to it under its professional indemnity insurance for that claim, increased by the amount of the deductible under that insurance. NautaDutilh N.V. advises only on Dutch law, unless explicitly otherwise agreed in writing.
- 3.2 If for whatever reason the insurer makes no payment to NautaDutilh N.V., NautaDutilh N.V.'s liability is limited as set out in this clause 3.2. NautaDutilh N.V.'s total liability for all acts and omissions occurring in

a particular matter in a particular calendar year is limited to a sum equal to three times the amount invoiced by NautaDutilh N.V. in that matter in that calendar year, subject to a maximum liability in that matter of one million euros for all years combined. A continuing or repeating act or omission will be counted only once and attributed to the calendar year in which it commenced. In any event, NautaDutilh N.V.'s total liability to you and your group companies combined and for all years combined is limited to two million euros in a matter and all related matters together. This clause 3.2 applies, by analogy, where products or services are provided other than pursuant to a contract for professional services.

- 3.3 NautaDutilh N.V. is not liable for any acts or omissions of third parties, also not in the situations described in clause 1.2, other than acts or omissions that are committed by individuals and entities described in clause 4.1 and that are attributable to NautaDutilh N.V.
- 3.4 NautaDutilh N.V. is not liable for the lack of security of electronic communications and is also not liable for interception, manipulation, infection, delay or misdirection of such communications of electronic communications, including by viruses or spam filters.
- 3.5 Your damage claims lapse one year after you became or should reasonably have become aware of the damage in question and of NautaDutilh N.V. as the potentially liable party, unless they lapse or are time-barred earlier pursuant to applicable law.
- 3.6 All defences apply irrespective of the legal ground on which liability is based (including breach of a primary obligation, breach of a warranty, tort or indemnification).
- 4.1 The following individuals and entities are not liable to you: (i) past, present and future (a) partners and shareholders (whether direct or indirect) of NautaDutilh N.V. and (b) group companies, holding companies, operating companies, pension companies and other related entities of NautaDutilh N.V. or of any of its partners or (direct or indirect) shareholders, (ii) entities established or to be established by NautaDutilh N.V. or by any of its group companies for the purpose of holding or managing client funds, including entities having the status of a Stichting Beheer Derdengelden, and (iii) individuals working for and associated with NautaDutilh N.V. or for and with any of the individuals and entities referred to in (i) or (ii), such as employees, advisers, board members, trainees, temps and freelancers (in the past, present or future).
- 4.2 No third party may derive any rights from your legal relationship with or a product or service provided by NautaDutilh N.V. to you, subject to two exceptions. Firstly, the individuals and entities referred to in clause 4.1 may invoke clauses 4, 5 and 6 as well as (insofar as necessary) clause 3 as if they were NautaDutilh N.V.; these clauses are hereby stipulated, irrevocably and free of charge, for the benefit of those individuals and entities. Secondly, a third party may derive rights from a document provided by NautaDutilh N.V. if this has expressly been confirmed in writing by NautaDutilh N.V., for instance where a legal opinion is provided to a third party at your request or with your knowledge. Clauses 3, 4, 5 and 6 are applicable to the legal relationship which comes into being as result.
5. Pursuant to applicable legislation, including the Dutch Money Laundering and Terrorist Financing Prevention Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*; "Wwft"), which implements Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, NautaDutilh N.V. is, in certain circumstances, obliged to (i) verify your identity and that of your ultimate beneficial owner(s) and (ii) report unusual transactions, as referred to in the Wwft, to the authorities. Under the Wwft NautaDutilh N.V. is prohibited from disclosing to you that it has made such a report.
- 6.1 All our legal relationships with you are governed by and shall be construed in accordance with Dutch law. Disputes shall be submitted in first instance exclusively to the Amsterdam District Court.

- 6.2 Notwithstanding your right to institute proceedings before the Amsterdam District Court, our legal, notarial and tax services are subject to the complaint and dispute resolution rules of NautaDutilh N.V. and the respective professional organisations; see www.nautadutilh.com/en/legal-information/ for further information.

These general terms and conditions are available on NautaDutilh N.V.'s website at www.nautadutilh.com/en/general-terms-and-conditions/.

NautaDutilh N.V.; corporate seat Rotterdam; trade register no. 24338323.

11 November 2016

Our Privacy/Cookie Policy can be read on our website under 'Privacy/Cookie Policy'.