

GENERAL TERMS AND CONDITIONS

Marxman Advocaten B.V.

1. Definitions

- 1.1. Marxman Advocaten B.V. (hereafter: "Marxman Advocaten") is a private company with limited liability, established in accordance with the laws of the Netherlands, whose purpose it is to conduct the practice of attorney (*advocaat*) in the broadest sense.
- 1.2. In these general terms and conditions the term "Marxman Advocaten" shall also include all lawyers and other personnel employed by it.
- 1.3. In these General Terms and Conditions "Client" shall mean: a natural person or legal entity alliance of natural persons and/or legal entities or an agent or representative acting on their behalf who has given Marxman Advocaten an assignment to perform Services as referred to in Article 1.4.
- 1.4. In these General Terms and Conditions "Services" shall mean: all products delivered and services rendered by Marxman Advocaten and/or third parties engaged by it to a Client, as well as all other activities of any nature whatsoever performed by Marxman Advocaten on behalf of a Client, pursuant to an assignment, including but not limited to activities that are performed without the express request thereto of a Client.

2. Scope of these General Terms and Conditions

- 2.1. These General Terms and Conditions shall be applicable to all offers and agreements in connection with Services offered or rendered by Marxman Advocaten. Deviations from these General Terms and Conditions shall only be valid if expressly agreed by Marxman Advocaten in writing.
- 2.2. These General Terms and Conditions can be invoked not only by Marxman Advocaten, but also by all those persons or legal persons that are engaged for the performance of any assignment of a Client. The same applies to its directors, the professional corporations or the directors thereof of Marxman Advocaten and former employees of Marxman Advocaten, including any successors in title.
- 2.3. These General Terms and Conditions are also applicable to supplemental or amended assignments and further assignments of a Client or Clients. They are available in the Dutch and English language. In the case of any discrepancy as to the contents and purport of these General Terms and Conditions, the Dutch text will prevail.

3. Performance of Services

- 3.1 All assignments given by Clients for the rendering of Services are considered by Marxman Advocaten as exclusively given to it, even if it is the express or implicit intent that an assignment is to be performed by a specific person or persons. The applicability of Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded.
- 3.2 If Marxman Advocaten deems this necessary or useful, when performing Services, Marxman Advocaten shall at all times be authorised to seek the assistance of third parties or have the Services or any part thereof performed by third parties.

4. Limitation and/or exclusion of liability

- 4.1. If the performance of Services by Marxman Advocaten or by third parties engaged by it, or otherwise leads to liability of Marxman Advocaten, then such liability will be limited to the maximum amount paid pursuant to Marxman Advocaten professional liability insurance, including the amount of own risk that Marxman Advocaten carries in connection with such insurance, subject to the provisions below under Article 4.3. "Performance" as referred to in the preceding sentence shall also include an omission.
- 4.2 If for any reason whatsoever, no payment occurs under the insurance referred to in Article 4.1, any liability of Marxman Advocaten for whatever reason is limited to the fees charged in connection with the assignment to a maximum of € 25,000.
- 4.3 If Marxman Advocaten engages third parties for the provision of Services and the agreement between Marxman Advocaten and such third parties includes a limitation of liability for damages referred to in Article 4.1 that exceeds the limitation of liability for damages included in Article 4.2, then the limitation of liability mentioned in the agreement between Marxman Advocaten and such third party will apply.
- 4.4 If the performance of an assignment of a Client entails the engagement by Marxman Advocaten of a person or legal entity residing outside the European Union for the purpose of performing activities pursuant to the assignment given, Marxman Advocaten shall not be liable for failures committed by such party.
- 4.5 The Client is informed and aware of the fact that Marxman Advocaten is required under the Anti-Money Laundering and Anti-Terrorist Financing Act (hereinafter "Wwft"), or on the basis of laws and regulations of equal scope, to report transactions that might indicate money laundering and financing of terrorism, called "unusual transactions", to the appropriate authority appointed as such by the government.
- 4.6 The Client is aware of and agrees with the fact that filing a report, as referred to in Article 4.5, releases Marxman Advocaten from the duty of confidentiality it has under section 6 of the 1992 Rules of Professional Conduct.
- 4.7 The Client shall never hold Marxman Advocaten liable before any criminal law or civil law for damages suffered by the Client resulting from the compliance by Marxman Advocaten of its obligations under the Wwft or under legislation of equal scope. This shall also apply if afterwards a transaction proves to have been wrongly suspected, and

thus no report of an unusual transaction should have been filed, provided that Marxman Advocaten could fairly assume at the moment of the reporting that it concerned an unusual transaction as referred to in Article 4.5. The Wwft is the Anti-Money Laundering and Anti-Terrorist Financing Act and implements the EU's Third Anti-Money Laundering Directive in Dutch national law. For further information <https://www.fiu-ederland.nl/en/legislation/general-legislation/wwft>.

- 4.8 All claims by the Client due to failure on the part of Marxman Advocaten will lapse if these have not been reported in writing and with reasons to Marxman Advocaten within six months after the Client was or should reasonably have been aware of the facts on which it bases its claims.
- 4.9 Marxman Advocaten is not responsible for the proper and complete transmission of the contents of an e-mail sent by it or on its behalf, nor for the timely receipt thereof.

5. Fees, expenses and payment

- 5.1 Unless expressly stipulated otherwise in writing, the fees for Services rendered by Marxman Advocaten shall be calculated on the basis of fixed hourly rates, which may be adjusted annually by Marxman Advocaten. The aforementioned hourly rates can be adjusted (in the interim) based on increased expertise, experience, necessary urgency and/or price increases. In addition to these hourly rates, Marxman Advocaten is entitled to a compensation for general fixed office expenses of 6%, calculated based on the fees. All fees and fee agreements communicated by Marxman Advocaten are exclusive of VAT, unless explicitly stated otherwise.
- 5.2 In addition to the fee, Marxman Advocaten shall charge the Client for any direct expenses connected with the rendering of the Services. Such direct costs shall include, *inter alia*, court fees, costs of experts and/or agents, costs of extracts from the Trade Registry and Land Registry, travelling and accommodation expenses, costs of translations, costs of courier services and costs of long international telephone calls.
- 5.3 Marxman Advocaten shall periodically send an invoice for the fees and general fixed office expenses referred to in Article 5.1 and the costs referred to in Article 5.2.
- 5.4 Marxman Advocaten shall, in principle, send the Client an invoice for an advance payment for Services to be rendered or expenses to be incurred. Such advance shall be deducted from the final invoice, unless an agreement is made to the contrary.
- 5.5 In so far as a fixed price has been agreed for the rendering of specific Services and the rendering of such Services leads to extra work or performance that cannot reasonably be deemed to have been included in the fixed price, Marxman Advocaten is entitled to charge the Client for the costs of such work based on the hourly rate referred to in Article 5.1. Marxman Advocaten will inform the Client timely, as far as possible, on the financial consequences of the extra work or services performed.
- 5.6 Invoices shall be due and payable at the latest within 14 days of the invoice date. Advance payment invoices are due and payable immediately.

- 5.7 The Client agrees that the third-party fees that may be held by the Stichting Derdengelden Marxman Advocaten and in respect of which the Client is entitled, shall be used to pay the invoices of Marxman Advocaten. If these third-party fees have been used to pay the invoices of Marxman Advocaten, Marxman Advocaten will confirm this to the Client in writing.
- 5.8 If the Client fails to pay an invoice on the due date, such Client shall automatically be in default without any notification of default being required. In case of a payment default of a Client, Marxman Advocaten shall have the right to discontinue or suspend the performance of Services on behalf of such Client, without thereby incurring any liability towards such Client. The consequences of late payment of invoices or advance invoices, such as a declaration of inadmissibility, are for the expense and risk of the Client.
- 5.9 In case of a payment default on the part of the Client, the Client shall be liable to pay default interest on the unpaid amounts due to Marxman Advocaten at the rate of 1% per month, whereby a part of a month elapsed shall be calculated as an entire month.
- 5.10 If Marxman Advocaten for reasons it deems fit decides to commence legal proceedings in order to collect one or more due and unpaid invoices, the Client shall, in addition to the principal sum and the interest due as referred to in Article 5.9, reimburse Marxman Advocaten for any and all judicial and extrajudicial expenses reasonably incurred by Marxman Advocaten. The reimbursement of judicial and extrajudicial expenses incurred shall be determined in accordance with the current Decree that applies to reimbursement of extrajudicial collection expenses. For a non-private Client, however, these expenses amount to at least 15% of the contract sum.
- 5.11 If Marxman Advocaten has more than one client in a file, each of these clients is jointly and severally liable for payment of the fee and costs.

6. Complaints and disputes

- 6.1 If the Client is dissatisfied with the (quality of the) Services or the invoice, the Client shall first submit its complaint within three months after the moment that the Client noted or reasonably had knowledge of the act/omission of the attorney who gave rise to that complaint or within 14 days after the date of the invoice giving rise to that complaint, to the attorney who handles its case and/or the complaints officer at Marxman Advocaten. Marxman Advocaten will handle the complaint in accordance with the complaints procedure, which can be accessed at www.marxman.nl.
- 6.2 If the complaints of the Client have not been resolved at the end of the procedure set out in Article 6.1, this is considered a dispute, and Marxman Advocaten and/or the Client shall submit the dispute to the Disputes Committee for the Legal Profession. The Disputes Committee for the Legal Profession shall settle the dispute in accordance with the currently applicable Legal Profession Disputes Committee Rules, which can be accessed at www.degeschillencommissie.nl.

- 6.3 If the dispute concerns an assignment of a private Client, the Legal Profession Disputes Committee Rules provides for binding advice, unless the Client applies to the ordinary courts within one month after the handling of the complaint by the attorney. In case of collection of a debt from a private Client, the advice is only considered binding if the Client deposits the outstanding amount to the Disputes Committee for the Legal Profession. If the Client does not do this, then arbitration is applicable to the debt collection.
- 6.4 If the dispute concerns an assignment of a corporate Client, the Legal Profession Disputes Committee Rules provides for arbitration.
- 6.5 After the Disputes Committee for the Legal Profession has established the amount to be paid by the Client, the Client shall owe the interest referred to in Article 5.9 and the judicial or extrajudicial expenses referred to in Article 5.10 to Marxman Advocaten. It is calculated based on the amount established by the Disputes Committee for the Legal Profession. Furthermore, the cost of the procedure as established by the Disputes Committee for the Legal Profession will be paid by the Client to Marxman Advocaten.
- 6.6 The Client shall pay the interest and costs referred to in Article 6.5 within two weeks of the date of the calculation forwarded by Marxman Advocaten.
- 6.7 If the Client fails to pay an invoice and there is no question of a dispute, including a dispute as referred to in Article 6.2, Marxman Advocaten is entitled to submit its claim for payment of the invoice before the courts referred to in Article 8.2. If the Client only expresses concerns after the submission of this claim that relate to the Services, or the quality thereof, performed by Marxman Advocaten or the amount of the invoice and the court, for that reason, has declared that it lacks jurisdiction to hear the dispute, the Client is obliged to pay the costs or legal costs incurred by Marxman Advocaten and reasonable compensation for the extrajudicial costs.
- 6.8 Marxman Advocaten is entitled to take precautionary measures at any time.

7. Special provisions

- 7.1 These General Terms and Conditions are also available in Dutch. In the event of any difference between content, meaning or interpretation, the Dutch text shall prevail.
- 7.2 In the event these General Terms and Conditions and the assignment confirmation contain conflicting provisions, what is stipulated in the assignment confirmation shall prevail.

8 Applicable law and competent court

- 8.1 The legal relationship between Marxman Advocaten and its Clients is governed by the laws of the Netherlands.
- 8.2 All disputes arising between a Client and Marxman Advocaten will be settled by the competent court of the Middle Netherlands district, except insofar as it concerns a

dispute referred to in Article 6, in which case the Disputes Committee for the Legal Profession is the competent court.

January 2020

These general conditions have been registered on 10 January 2020 at the Chamber of Commerce, established at Amersfoort under number 32083052.