

General Conditions Borsboom & Hamm N.V.

1. Borsboom & Hamm N.V. ("Borsboom & Hamm") is a company limited by shares which has as its aim the conduct of a firm of attorneys at law, this in the widest sense of the word.
2. All assignments for rendering legal services shall be deemed to be accepted and carried out exclusively by Borsboom & Hamm. This shall also apply if it is the express or implicit intention that an assignment will be carried out by a particular person. The application of article 7:404 of the Dutch Civil Code, which provides rules for the latter case, and the application of article 7:407 section 2 of the Dutch Civil Code, which vests a several liability for cases in which an assignment is given to two or more persons, is excluded.
3. Assignments which have been given shall only be carried out by Borsboom & Hamm for the benefit of the client who gave the instructions ("the client"). If two or more persons have given an assignment together, each of them is severally liable for the fulfilment of the obligations arising from the contract of assignment with Borsboom & Hamm. Third parties cannot obtain any rights from the contents of the work which has been carried out and, more generally, from the manner in which those assignments which have been given have been or have not been carried out.
4. Assignments given to handling attorneys not affiliated to Borsboom & Hamm in order to act as trial attorney or agent attorney, namely to perform work in the context of legal proceedings of an exclusively administrative nature insofar as it concerns the activities of a trial attorney, as described until 1 September 2008 as "local counsel duties", shall be accepted exclusively under the following conditions: (a) responsibility for the substantive handling of the dispute lies with the handling attorney; respectively, the acting representative ad litem, hereinafter jointly referred to as "the acting lawyer"; Borsboom & Hamm accepts no, and explicitly excludes all, disciplinary responsibility or civil liability for the substantive handling of the case; (b) the handling attorney shall indemnify Borsboom & Hamm against all claims related to the substantive handling of the case and/or with regard to (professional) errors made in the substantive handling of the case; the handling attorney will compensate Borsboom & Hamm for all reasonable costs incurred in defending against such claims; (c) the handling attorney guarantees payment of the costs charged by Borsboom & Hamm for carrying out the assignment, including but not limited to court fees; (d) the handling attorney guarantees the approval of its client for the engagement of Borsboom & Hamm as trial attorney or agent attorney.
5. Borsboom & Hamm shall never advise on financial, tax, insurance or social security issues or other non-legal matters. The client will have to consult another adviser on these matters.
6. All liability, for whatever reason, of Borsboom & Hamm, its direct or indirect directors, its direct or indirect shareholders and its employees (which for the purpose of these terms and conditions is defined as: all persons who, whether or not subject to an employment contract, are or were active for Borsboom & Hamm), shall be limited to the amount which is paid out in the particular case under the professional liability insurance which Borsboom & Hamm has concluded, increased by the amount of the deductible which is not for the account of the insurers according to the policy conditions. The insured amount under the aforementioned professional liability insurance is € 10,000,000 per event.

If, as a result of or in connection with the carrying out of an assignment or otherwise, damages are caused to persons or goods for which Borsboom & Hamm or one or more of its directors, shareholders or employees are liable, that liability shall be limited to the amount to which Borsboom & Hamm is entitled under its general liability insurance (GLI), plus the amount of the deductible which is not for the account of the insurers according to the policy conditions.

If, for any reason whatsoever, no payments are made under the said insurances, all liability on the part of Borsboom & Hamm, its directors, shareholders and employees shall be limited to the professional fees charged by Borsboom & Hamm in connection with the assignment concerned, with a maximum of € 100,000.

The limitation of liability described in this article shall also apply for the event that an assignment may have been refused wrongly and this leads to damages.

The client shall exclusively be entitled to make a claim against Borsboom & Hamm. Any claim for damages against its directors, shareholders and employees shall be excluded.

Borsboom & Hamm shall not be liable to the client for any damage resulting from the use of e-mail or other electronic communications, electronic storage, the Internet or other systems, including (but not limited to) damage resulting from non-delivery or delay in the delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication, transmission of viruses and the non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except insofar as the damage is the result of intent or deliberate recklessness on the part of Borsboom & Hamm.
7. With prejudice to the provisions of article 6:89 of the Dutch Civil Code, all claims and other entitlements against Borsboom & Hamm, by virtue of whatever reason, shall lapse if they have not been submitted in writing and with supporting arguments to Borsboom & Hamm within one year after the moment that the person involved knew, or could in reason have known, the facts on which he bases his rights and entitlements. The aforementioned claims and other entitlements shall in any event lapse 18 months after the date of the final invoice by Borsboom & Hamm for the assignment in question.
8. The client shall be obliged to indemnify Borsboom & Hamm in respect of all claims of third parties and to reimburse Borsboom & Hamm the reasonable costs of a defence against such claims. The client shall also make good the reasonable costs and damages of Borsboom & Hamm arising from the defence against disciplinary complaints. The foregoing does not apply in the event of intent or deliberate recklessness on the part of Borsboom & Hamm.

The client shall guarantee the correctness and completeness of the information provided to Borsboom & Hamm by it or on its behalf, as well as its authority to dispose of this information.
9. When engaging third parties for the performance of assignments which have been provided, Borsboom & Hamm shall observe all due care. The said engagement shall always take place for the account of the client. Borsboom & Hamm shall be empowered, without prior consultation with the client, to accept possible limitations of liability on behalf of the client of the third parties which it has engaged. Borsboom & Hamm shall never be liable for any defaults of these third parties. An exclusion of liability shall also apply for damages caused by improper functioning of the apparatus, software, databases, registers or other goods, with the exception of none, which are used by Borsboom & Hamm when carrying out the assignment, and also for damages caused by computer viruses and as a result of interception of audio and/or data transmissions of telephone, telefax or e-mail.
10. The costs of carrying out the assignment by Borsboom & Hamm shall include professional fees, office costs and disbursements, plus turnover tax.

Unless express agreement to the contrary has been made, or this arises from the nature of the assignment, the professional fees shall be determined on the basis of the time which has been spent and the applicable hourly rate for the assignment concerned. This hourly rate shall be determined on the basis of the basic hourly rate which shall be laid down periodically by Borsboom & Hamm, multiplied by a factor which is dependent on the experience and the speciality of the person who actually carries out the assignment, the financial importance and the degree of urgency attached to the assignment.

The office costs, i.e. the costs of office facilities, shall be set at a nominal amount of 6 % of the professional fees. In cases in which Borsboom & Hamm serves as trial attorney or agent attorney, Borsboom & Hamm will invoice an additional one-off charge, per instance, of € 200 excl. VAT in office costs for the performance of docket actions; unless an hourly rate is agreed.

The disbursements consist of costs which are incurred by Borsboom & Hamm for the benefit of the client within the framework of carrying out the assignment. The disbursements shall include, among other things, court fees, bailiff's costs, costs of extracts and travelling costs. The travelling costs are set at a nominal amount of a minimum of € 0,40 per kilometre.

Borsboom & Hamm shall be entitled to engage the services of a local lawyer or bailiff for the benefit of a good communication with the local court of law. The costs shall be for the account of the client as disbursements.

Borsboom & Hamm shall be entitled to change the basic hourly rate which it applies and the amount of the office costs and the travelling costs. If the change entails an increase of more than 10 %, or if a change is made within three months after the conclusion of the assignment agreement, the client shall be entitled to dissolve the agreement. The right to dissolve the agreement shall lapse on the fifteenth day after date of the first invoice which is sent to the client after the increase of the basic hourly rate and/or the office costs and/or the travelling costs.
11. Payment of invoices from Borsboom & Hamm must be made, without discount, suspension or set-off, within 21 days after the invoice date or as earlier as has been agreed upon.

In the event of transgression of the term of payment the client shall be in default with automatic legal effect and shall owe an interest on arrears equal to the statutory interest which applies at that time as referred to in article 6:119a in conjunction with article 6:120 section 2 of the Dutch Civil Code, unless the client is a consumer, i.e. a natural person not acting in the course of a business or profession, in which case the client shall owe an interest on arrears equal to the statutory interest which applies at that time as referred to in article 6:119 in conjunction with article 6:120 section 1 of the Dutch Civil Code.

In the event of extra-judicial recovery the client shall owe the actual recovery costs incurred by Borsboom & Hamm in addition to the client amount and the interest on arrears.

The extra-judicial costs of recovery shall amount to at least 10 % of the client amount.

The judicial costs shall not be limited to the costs of the case as set by the court, but shall be entirely for the account of the client if the latter is judged to be (mainly) in the wrong.
12. Prior to or in order to continue its provision of services, Borsboom & Hamm shall at all times be entitled to demand one or more advance payments (which shall be set-off against the final invoice) or to demand security for the performance of the payment obligations.
13. If the client defaults in the performance of its financial obligations, Borsboom & Hamm may refuse to commence its work and may postpone or stop this work.

Until the moment that the client has fulfilled all his obligations towards Borsboom & Hamm, the latter shall be entitled against anyone to retain, for the account and the risk of the client, goods, documents and moneys it holds in its possession within the framework of its agreements with the client. All goods, documents and moneys that Borsboom & Hamm holds or will hold in its possession, whatever the reason thereof may be, serve as security with respect to all claims Borsboom & Hamm has or may at any time have against the client.

14. The office complaints regulation as included in annex A applies to every contract for services between Borsboom & Hamm and the client.
15. In the execution of the assignment, Borsboom & Hamm shall comply with the relevant laws and regulations in the field of personal data protection. For more information, see <https://borsboomhamm.nl/privacy-statement/>.
16. Borsboom & Hamm may communicate the personal data of the client to any party in the organisation of Borsboom & Hamm involved in the handling of the assignment and for the purpose of customer relationship management.
17. The legal relationship between Borsboom & Hamm and its clients is governed by Dutch law. Disputes which belong to the jurisdiction of the civil law section of a Court shall be judged in the first instance exclusively by (the Provisional Measures Judge of) the Court Amsterdam. Contrary to this, if Borsboom & Hamm acts as plaintiff it shall be entitled to any court that has jurisdiction in the absence of this provision.
18. All stipulations in these general conditions have also been made for the benefit of the directors, shareholders and employees of Borsboom & Hamm, who can at all times rely upon this third-party clause.
19. These general conditions shall apply to all assignments granted to Borsboom & Hamm (changed, supplementary and subsequent assignments included), as well as to all legal relations that ensue therefrom or are related thereto.
20. These general conditions shall also be drawn up in languages other than Dutch. In the case of any discrepancy as to the contents and purport of these conditions, the Dutch text shall prevail.
21. Borsboom & Hamm reserves the right to change these general conditions. The changed conditions shall also apply to current contracts of assignment. The client shall be deemed to have accepted the changed general conditions on failing to object thereto within 14 days after the changed general conditions have been sent to him.

ANNEX A - OFFICE COMPLAINTS REGULATION BORSBOOM & HAMM N.V.

Article 1 definition of terms

In this office complaints regulation the following terms have the following meaning:

- complaint: every written expression of displeasure from or on behalf of the client in respect of the lawyer or the persons working under his responsibility about the formation and the execution of a contract for services, the quality of the service or the amount of the invoice, not being a complaint as referred to in paragraph 4 of the Counsel Act;
- complainant: the client or his representative who makes a complaint known;
- complaints official: the lawyer who is charged with handling the complaint;

Article 2 scope of application

1. This office complaints regulation applies to every contract for services between Borsboom & Hamm N.V. and the client.
2. Every lawyer of Borsboom & Hamm N.V. takes care of complaint settlement in conformity with the office complaints regulation.

Article 3 objectives

This office complaints regulation has the following objective:

- a. establishing a procedure to handle complaints of clients within a reasonable term and in a constructive manner;
- b. establishing a procedure to establish the causes of client's complaints;
- c. preserving and improving existing relationships by means of a proper complaint handling;
- d. to train employees in responding to complaints in a client-focussed manner;
- e. improving the quality of the service provision by means of handling complaints and complaint analysis.

Article 4 information upon commencement service provision

1. This office complaints regulation is published. Before concluding the contract for services, the lawyer points out to the client that the office uses a complaints regulation and that it applies to the service provision.
2. Borsboom & Hamm N.V. has included via the general terms and conditions at which independent party or instance a complaint that has not been solved after it was handled can be submitted in order to obtain a binding judgment and has made this known with the order confirmation.
3. Complaints as referred to in article 1 of this office complaints regulation that were not solved after they were handled are submitted to the District Court in Amsterdam.

Article 5 internal complaints procedure

1. If a client approaches the office with a complaint, the complaint is forwarded to Mr. J.P.M. Borsboom or Mr. C.F.W.A. Hamm, who acts as complaints official.
2. The complaints official notifies the person to whom the complaint was directed about the fact that the complaint was lodged and gives the complainant and the person who was complained about the opportunity to explain the complaint.
3. The person who was complained about seeks to arrive at a solution with the client, either or not after the complaints official intervened.
4. The complaints official handles the complaint within four weeks after receipt of the complaint or informs the complainant about a deviation of this term, stating reasons and stating the term within which an opinion about the complaint can be given.
5. The complaints official informs the complainant and the person who was complained about of the opinion about the validity of the complaint, either or not accompanied by recommendations.

Article 6 handling complaints free of charge

The complainant does not owe compensation for the costs of the handling of the complaint.

Article 7 responsibilities

1. The complaints official is responsible for the timely handling of the complaint.
2. The person who was complained about will keep the complaints official informed about possible contact and a possible solution.
3. The complaints official keeps the complainant informed about the handling of the complaint.
4. The complaints official keeps the complaints file.

Article 8 complaints registration

1. The complaints official registers the complaint and the related subject of the complaint.
2. A complaint can be classified into several subjects.

Article 9

Complainant and the person who was complained about can deviate from this complaints procedure and submit the complaint directly to the district court with mutual agreement.