

General terms and conditions of Van Bladel Advocaten B.V.

1. Van Bladel Advocaten is a private company with limited liability incorporated under Dutch law. Its object is to exercise the legal profession, including the provision of local counsel services. On request a list of the persons by whom shares in Van Bladel Advocaten are held through their holding companies (the 'partners') will be provided.
2. These general terms and conditions have also been drawn up for the benefit of the partners, former partners and all persons who, in whatever manner, work or have worked for Van Bladel Advocaten.
3. All work will be performed on the basis of an agreement for services concluded with Van Bladel Advocaten (hereinafter: the agreement) as recorded in a letter of engagement. Sections 404 and 407(2) of Book 7 of the Dutch Civil Code do not apply.
4. The assignment will be performed exclusively for the benefit of the client (hereinafter: the client). Third parties cannot derive any rights from the work of Van Bladel Advocaten and its results.
5. Invoices to be sent by Van Bladel Advocaten must be paid within 14 days, failing which the client will be in default.
6. Van Bladel Advocaten is entitled to engage third parties in the performance of the assignment. It will do this as far as possible in consultation with the client. It will not be liable for errors or shortcomings of these third parties. Van Bladel Advocaten is authorized to accept a limitation of liability of a third party on behalf of the client.
7. Van Bladel Advocaten's liability is limited to the amount paid out under its professional liability insurance, increased by the amount of excess as referred to in the policy conditions. Information about the policy conditions will be provided upon the client's written request.
8. If, for whatever reason, no insurance payment is made, Van Bladel Advocaten's liability will be limited to the amount of the fee charged by Van Bladel Advocaten in respect of the assignment.
9. All claims of the client and third parties against Van Bladel Advocaten will lapse as soon as a period of one year has passed after the client or third party became aware, or could reasonably have become aware, of the existence of those claims.
10. Contrary to Section 7:412 of the Dutch Civil Code, legal action against Van Bladel Advocaten for the delivery of documents that it has received in respect of the assignment will be time-barred by the passage of one year after the commencement of the day following the day on which its involvement ended.
11. Van Bladel Advocaten cannot guarantee the timely and correct receipt of the messages it sends, regardless of the method of transmission. In the event of communication by electronic means, such as email, Van Bladel Advocaten is not liable for any damage and/or loss resulting from viruses and/or other irregularities in the communication.
12. The client indemnifies Van Bladel Advocaten against all claims from third parties. He/she/it will reimburse Van Bladel Advocaten for the reasonably incurred costs of defence against such claims.
13. Both the client and Van Bladel Advocaten are entitled to terminate the agreement, if desired with immediate effect, by giving written notice of termination. In the event of termination, the client is obliged to pay the fee for the work performed up to the moment of termination.
14. Van Bladel Advocaten participates in the Complaints and Disputes Settlement Scheme for the Legal Profession (Klachten- en Geschillenregeling Advocatuur). All disputes arising from the conclusion and/or performance of the agreement, including all invoice disputes, will be settled in accordance with the Legal Profession Disputes Committee Rules (Reglement Geschillencommissie Advocatuur). If the dispute concerns an assignment from a private client, the Rules provide a binding opinion, unless the client applies to the ordinary court within one month after the complaint has been dealt with by the lawyer. In the event of the collection of a claim against a private client, a binding opinion will only be given if the client pays the outstanding amount to the Disputes Committee. If he/she fails to do so, the collection will

be subject to arbitration. If the dispute concerns the assignment of a business client, the Rules provide for arbitration. If Van Bladel Advocaten fails to resolve any complaints about the performance of the agreement with the client, the client may submit a complaint to the Disputes Committee for the Legal Profession.

15. In the context of the services provided by Van Bladel Advocaten, the client may provide Van Bladel Advocaten with personal data of persons employed by the client or of third parties. Pursuant to the General Data Protection Regulation (GDPR), both Van Bladel Advocaten and the client qualify as controller within the meaning of the GDPR. In order to fulfil the obligation under Article 26 of the GDPR, the following applies with regard to the services provided by Van Bladel Advocaten:
 - The client warrants and guarantees, when providing personal data to Van Bladel Advocaten, that the personal data provided are accurate, complete and necessary in the context of the assignment to Van Bladel Advocaten;
 - The client warrants and guarantees that – to the extent necessary – he/she/it has fulfilled his/her/its obligation to inform the data subjects, all this as referred to in Article 13 of the GDPR;
 - The professional secrecy imposed on Van Bladel Advocaten means that Van Bladel Advocaten is not legally obliged to provide information to data subjects within the meaning of the GDPR regarding the processing by Van Bladel Advocaten of the personal data it receives from the client;
 - It is the joint responsibility of Van Bladel Advocaten and the client to ensure the secure processing of personal data, in keeping with the nature of the services and the nature of the data provided;
 - It is the joint responsibility of Van Bladel Advocaten and the client to ensure that appropriate technical and organizational measures are taken to guarantee and demonstrate that the processing of personal data is carried out in accordance with the GDPR.
 - In the event a data subject within the meaning of the GDPR applies to Van Bladel Advocaten to exercise a right arising from the GDPR, the parties will consult each other to determine whether and to what extent this right should be honoured, as well as which party should respond to the request.
16. These general terms and conditions apply to all assignments accepted by Van Bladel Advocaten, including any additional assignments and/or follow-up assignments. Van Bladel Advocaten is authorized to amend these general terms and conditions unilaterally. If Van Bladel Advocaten makes use of this right, it will inform the client immediately and send the amended general terms and conditions, which will then be applicable.
17. The agreement is exclusively governed by Dutch law.

Van Bladel Advocaten B.V. has its registered office in Utrecht and is listed in the Commercial Register under number 85205281.