

General Terms and Conditions Scott+Scott attorneys at law LLP – Amsterdam branch

1. Scott+Scott Attorneys at Law LLP – Amsterdam branch (hereinafter: “**SCOTT+SCOTT**”) is a limited liability partnership organized and existing under the laws of Connecticut, its object being the practice of law (*advocatuur*).
2. These general terms and conditions shall apply to all services rendered by SCOTT+SCOTT to the client and other services to which these conditions are declared applicable. The client accepts that in the execution of the assignment SCOTT+SCOTT is bound by professional codes of conduct and hereby declares that he/she will always respect SCOTT+SCOTT's obligations arising from such codes.
3. All instructions from clients are accepted and carried out solely by SCOTT+SCOTT, even if it is the client's express or implied intention that instructions will be carried out by one or more specific persons associated with SCOTT+SCOTT. Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded. In these general conditions, “persons associated with SCOTT+SCOTT” means every current or former, direct or indirect subordinate or non-subordinate (*ondergeschikte* or *niet-ondergeschikte*), (seconded) employee, adviser, managing director, shareholder and/or partner of SCOTT+SCOTT. The term “person” includes natural persons and legal persons.
4. Third parties cannot derive any rights from the provision of services by SCOTT+SCOTT to a client.
5. Scott+Scott Attorneys at Law LLP has offices in the United States of America (offices in New York, California, Connecticut, Ohio, Virginia and Nebraska), in Amsterdam and an affiliate office in London. To the extent that legal services are rendered by any another office than SCOTT+SCOTT, such services are exclusively provided pursuant to a direct legal relationship between the client and the relevant office to which the respective general terms and conditions of that office apply. Each of these general terms and conditions include limitations of liability. The client's legal relationship with SCOTT+SCOTT is governed exclusively by Dutch law. SCOTT+SCOTT exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law.
6. Except to the extent that liability cannot be limited, all liability of SCOTT+SCOTT persons associated with SCOTT+SCOTT and all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith is limited to the amount paid out, if any, under the applicable liability insurance policy in the matter concerned, increased by the amount of the applicable deductible (*eigen risico*).
7. In any event, a claim against a person referred to will be unenforceable unless SCOTT+SCOTT receives written notice thereof no later than one year after the claimant has discovered, or should reasonably have discovered, the event or circumstance that gives or may give rise to that claim.
8. If the notice has been provided as prescribed by article 7, the associated claim must be brought before the competent court in Amsterdam, no later than one year after the notice is provided. If the claim is not brought within one year, the right to bring the claim lapses and the claim is unenforceable.
9. SCOTT+SCOTT may engage third parties in connection with the instructions from the client at the client's expense and under the terms stipulated by such third party. SCOTT+SCOTT may accept such

terms, including any limitation of liability, on behalf of the client. SCOTT+SCOTT cannot be held liable for any failure or negligence of a third party engaged in the performance of its services.

10. Without prejudice to the provisions in article 3 above, these general conditions, including the limitations of liability, apply not only to SCOTT+SCOTT, but also to all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith, including persons associated with SCOTT+SCOTT or their respective legal successors. The client indemnifies SCOTT+SCOTT and all other persons mentioned in the preceding sentence against any third party claim that arises from or are in any way connected to the instructions from the client and/or the services performed for the client. This indemnification also includes the costs of legal assistance.
11. Unless otherwise agreed, SCOTT+SCOTT's fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established by SCOTT+SCOTT.
12. Costs paid for by SCOTT+SCOTT on behalf of the client shall be charged separately to the client. An amount equal to a percentage of the professional fees shall be charged to cover general office costs (e.g. postage, phone, fax, photocopying).
13. Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by SCOTT+SCOTT are exclusive of VAT and any other tax, surcharge or similar increase that a client, payer or SCOTT+SCOTT is obliged to pay under applicable laws or regulations or that SCOTT+SCOTT is obliged to charge.
14. The services rendered shall in principle be charged to the client on a monthly basis, subject to payment within fourteen (14) days of the date of the invoice, without any deductions, discounts or set-off, unless otherwise agreed in writing. Objections by the client to the amounts invoiced do not suspend the payment obligations of the client.
15. If the client has granted SCOTT+SCOTT an assignment on behalf of a third party, the client's payment obligation to SCOTT+SCOTT shall not be dependent on payment by the third party to the client. Non-payment or late payment by the third party to the client does not affect the client's obligation to pay SCOTT+SCOTT timely and in full.
16. If the client fails to pay one or several invoices of SCOTT+SCOTT in time or in full, SCOTT+SCOTT shall have the right to suspend further execution of the assignment. Also, in the event of late payment the client will be liable to pay the statutory interest accrued since the due date, and the extrajudicial collection costs incurred by SCOTT+SCOTT with a minimum of EUR 500. SCOTT+SCOTT shall at all times have the right to demand payment in advance for work to be done or expenses to be incurred.
17. The client consents to SCOTT+SCOTT using digital communication and data storage services. SCOTT+SCOTT is not liable for any loss resulting from the use thereof.
18. SCOTT+SCOTT is obliged by law to verify the identity of its clients and to report unusual transactions to the authorities, without informing the client. Under relevant EU legislation, as from 2020, potentially aggressive tax structures applicable on or after 25 June 2018, must be reported to the Dutch tax authorities.
19. SCOTT+SCOTT processes personal data of its clients and persons working for its clients in order to provide its services and to comply with statutory obligations. SCOTT+SCOTT retains its electronic

and/or hard-copy files for at least seven years after the last substantive communication with the client in each respective matter. After expiry of that period, SCOTT+SCOTT may destroy such files.

20. All services provided by our attorneys are subject to SCOTT+SCOTT's complaints procedure. This complaints procedure is available upon the client's request.
21. These general conditions apply to all instructions accepted by SCOTT+SCOTT, including any follow-up instructions and further assignments from clients. These general conditions have been deposited at the Court Registry of the Amsterdam District Court.
22. SCOTT+SCOTT is registered in the Trade Register of the Dutch Chamber of Commerce under number 77423844. The general conditions of our clients or any third party, if any, do not apply and are expressly rejected.
23. All legal relationships with SCOTT+SCOTT are governed by Dutch law. Any disputes that are related to our services shall in the first instance be exclusively decided by the competent court in Amsterdam, the Netherlands. The term disputes shall be deemed to include disputes that are wholly or partially based on non-contractual principles of relate to the nullity, nullification or any legal act or agreement.

Version March 2020