

# GENERAL TERMS AND CONDITIONS LE POOLE BEKEMA B.V.

1 January 2018

1. Le Poole Bekema B.V. is a company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), established under Dutch law for the purpose of carrying on a law practice. In these General Terms and Conditions, "Le Poole Bekema" means Le Poole Bekema B.V. The term "persons affiliated with Le Poole Bekema" is taken to mean the persons that act or acted for or on behalf of Le Poole Bekema and/or one of its group companies, whether or not in the service of Le Poole Bekema.

2. These General Terms and Conditions are applicable to any instructions given to Le Poole Bekema and to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions are also stipulated for persons affiliated with Le Poole Bekema, any third party who, whether or not in the service of Le Poole Bekema, is involved by Le Poole Bekema in the execution of any instructions or who is or may be liable in connection therewith, as well as all the respective successors by universal title. The applicability of any general terms and conditions of the client are specifically excluded.

3. By way of derogation from the articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, instructions are deemed to have been accepted and executed by Le Poole Bekema only, even where the expressed or implied intention is for such instructions to be executed by a specific person affiliated with Le Poole Bekema. By way of derogation from article 7:409 of the Dutch Civil Code the persons affiliated with Le Poole Bekema are not personally obligated or liable to execute such instructions and the death of any of them does not terminate the instructions, even if given with a view to them being provided by a specific person.

4. Under the current regulations Le Poole Bekema is obliged, when accepting instructions, to establish the identity of the client, to verify whether there is no reasonable evidence that the purpose of the instructions is to prepare, support or protect illegal activities, and to report unusual transactions

conducted or intended to the relevant authorities without the permission from and without informing the client. By giving instructions to Le Poole Bekema the client confirms that it is aware of the above obligations and to provide the relevant identity information, if necessary.

5. Instructions are executed exclusively for the benefit of the client giving the instructions. Unless Le Poole Bekema expressly consents in writing, no one other than the client may rely on or has any rights in connection with the result of such instructions or the manner of execution thereof.

6. The client consents to the processing of the (personal) information provided within the organisation of Le Poole Bekema, whether or not in connection with the instructions, to all those within the organisation of Le Poole Bekema for whom it is useful to have such information in connection with the execution of the instructions or the administration of the relationship with the client. The client also consents to the use of any method of communication customarily used at that time, including in particular the internet and e-mail. Le Poole Bekema is not liable for any damage resulting from the transmission of viruses and/or other irregularities in electronic communication, and/or for messages or data, which are not received or received in non-correct or damaged format.

7. Le Poole Bekema is entitled to engage third parties for the execution of the instructions and is authorised to agree to terms and conditions that are applicable to the relationship between it and a third party or that are stated by a third party. In the relationship with the client Le Poole Bekema can rely on such terms and conditions in as much as it concerns the execution of the instructions by such third party. In no circumstances will a client directly claim against such third party. The client indemnifies Le Poole Bekema and the persons affiliated with Le Poole Bekema against any claim of third parties that arises from or is related to the execution of the instructions for the client.

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8. As part of the execution of instructions the Stichting Beheer Derdengelden Le Poole Bekema (*Foundation Clients' Funds Management Le Poole Bekema*) affiliated with Le Poole Bekema is authorized to keep clients' funds in its custody. The client indemnifies Le Poole Bekema and the persons affiliated with Le Poole Bekema against any claim that arises from or is related to the possible insolvency of the bank or financial institution with which the clients' funds have been deposited or to their failure to comply with their obligations.

9. Unless agreed otherwise in writing, the fee will be based on time worked multiplied by the applicable rates, which rates will be set by Le Poole Bekema at the beginning of each calendar year and which rates are based on seniority, expertise and experience of the persons affiliated with Le Poole Bekema carrying out the instructions.

10. The expenses paid by Le Poole Bekema for the client will be charged separately to the client. As part of such rates, a percentage of 5% of the fees will be charged to cover general office costs, including postage by regular mail, telephone charges, charges for electronic communications, photocopy expenses and expenses for the preparation of documents. All amounts to be mentioned exclude value added tax.

11. Unless agreed otherwise in writing, a client will be invoiced on a monthly basis for the work carried out. Payment is due within a period of 14 days starting on the date of the invoice. If payment is not made within this time, Le Poole Bekema may, without further notice, exercise its right to charge statutory interest to the client. An advance payment may be requested at any time for work that has been or will be carried out. Le Poole Bekema has the right to suspend work if the client fails to pay the invoice or if an advance payment is not provided.

12. Any liability arising out of or in connection with any instructions is limited to the amount that is paid out for that event under the liability insurance coverage taken out, plus the amount of the

deductible applicable to this insurance coverage. In the event Le Poole Bekema, for whatever reason, cannot claim payment under its professional liability insurance, the liability of Le Poole Bekema shall be limited to the amount of professional fees that Le Poole Bekema has charged in the relevant matter. Claims for compensation expire if proceedings are not commenced in the competent court within one year of discovery thereof.

13. The legal relationship between Le Poole Bekema and a client, as well as any claim for liability, is subject to Dutch law. Any dispute arising out of such legal relationship must be submitted to the competent court in Amsterdam.

14. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version is binding. Le Poole Bekema has the right to amend these General Terms and Conditions. The amended General Terms and Conditions shall apply to all new contracts for services and to all current agreements.

Le Poole Bekema B.V. has its registered office in Haarlem and is listed in the Trade Register of the Chamber of Commerce under number 60696885.