

1. Stibbe New York B.V. is a private limited liability company organised and existing under Dutch law with a branch office Stibbe New York B.V. P.C. in New York and with its registered seat in Amsterdam, its object being the practice of law (*'advocatuur'*) and Dutch civil law notary functions (*'notariaat'*).
2. All instructions from clients are accepted and carried out solely by Stibbe New York B.V., 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 Stibbe New York B.V. Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded. In these general conditions, 'persons associated with Stibbe New York B.V.' 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 Stibbe New York B.V. The term 'person' includes natural persons and legal persons.
3. Stibbe New York B.V. itself exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law.
4. Except to the extent that liability cannot be limited, all liability of Stibbe New York B.V., persons associated with Stibbe New York B.V. 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, plus the applicable deductible (*'eigen risico'*).

In any event, a claim against a person referred to in this article will be unenforceable unless Stibbe New York B.V. receives written notice thereof no later than one year after the discovery of an event or circumstance that gives or may give rise to that claim.
5. Stibbe New York B.V. may engage third parties in connection with the instructions from the client and shall exercise the necessary due care in its selection of third parties. Stibbe New York B.V. is not liable for any acts and/or omissions of third parties. The client hereby authorises Stibbe New York B.V. to accept any limitations of liability of third parties on its behalf. Stibbe New York B.V. excludes – also for the benefit of Stichting Dergengelden Stibbe Advocaten (Foundation Clients' Funds Stibbe Attorneys) – all liability that is in any way connected with the insolvency of or any other default of any bank, financial institution or other third party.
6. Without prejudice to the provisions in article 2 above, these general conditions, including the limitations of liability, apply not only to Stibbe New York B.V., 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 Stibbe New York B.V., Stichting Dergengelden Stibbe Advocaten and other Stibbe offices (to the extent that no separate agreements or general conditions apply) or their respective legal successors. The client indemnifies Stibbe New York B.V. and all other persons mentioned in the preceding sentence against all third party claims that arise 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. This provision in this article and all other provisions in these general conditions which purport to create rights for third parties referred to in the first sentence of this article also serve as irrevocable third party stipulations without any consideration (*'onherroepelijk derdenbeding om niet'*) as referred to in Section 6:253 (4) of the Dutch Civil Code.
7. Unless otherwise agreed, our fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established annually by Stibbe New York B.V.
8. Costs paid for by Stibbe New York B.V. on behalf of the client shall be charged separately. An amount equal to a percentage of the professional fees shall be charged to cover general office costs (e.g. postage, phone, fax, photocopying).
9. Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by Stibbe New York B.V. are exclusive of VAT and any other tax, surcharge or similar increase that a client, payer or Stibbe New York B.V. is obliged to pay under applicable laws or regulations or that Stibbe New York B.V. is obliged to charge. The services rendered shall in principle be charged to the client on a monthly basis, subject to payment within 14 days of the date of the invoice.
10. All services provided by our attorneys are subject to Stibbe New York B.V.'s Complaints Procedure (Attorneys). Our Dutch civil law notary services are subject to Stibbe New York B.V.'s Complaints Procedure (Civil Law Notaries). Our civil law notaries are also subject to the regulation of the dispute resolution committee for civil law notaries (www.knb.nl) to the extent that any dispute falls within the scope of this regulation. Stibbe New York B.V.'s Complaints Procedures are available on www.stibbe.com/important-information.
11. Unless agreed otherwise between Stibbe New York B.V. and its client, these general conditions apply to all instructions accepted by Stibbe New York B.V., including any follow-up instructions and further assignments from clients. The Dutch version of these general conditions shall prevail in the event of any ambiguity or differences between the English text and the Dutch text. These general conditions have been deposited at the Court Registry of the Amsterdam District Court under number 47/2016 and are also available on the Stibbe website: www.stibbe.com/generalconditions.

Stibbe New York B.V. is registered in the Trade Register of the Dutch Chamber of Commerce under number 33261662. The general conditions of our clients or any third party, if any, do not apply and are expressly rejected.
12. The agreement to carry out the instructions referred to in article 2 and all legal relationship that are related therewith, are exclusively governed by Dutch law with the exception of rules of international private law which may lead to the applicability of the laws from other jurisdictions.
13. Unless stipulated otherwise in article 10 of these general conditions, 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 or relate to the nullity, nullification or existence of any legal act or agreement.

Please refer to our website for more information about us and our services: www.stibbe.com/important-information