

1. Stibbe N.V. is a public limited liability company organised and existing under Dutch law and established 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 N.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 N.V. Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded. In these general conditions, 'persons associated with Stibbe N.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 N.V. The term 'person' includes natural persons and legal persons.
3. Stibbe N.V. ('Stibbe Amsterdam') is part of an international network of Stibbe offices in Amsterdam, Brussels, Dubai, Hong Kong, London, Luxembourg, and New York (comprising of a separate Dutch law branch office and a Luxembourg law branch office), each practising as independent legal entities or partnerships. To the extent that legal services are rendered by any other Stibbe office than Stibbe Amsterdam, such services are exclusively provided pursuant to a direct legal relationship between you and the relevant Stibbe office to which the respective general terms and conditions of that office apply. Each of these general terms and conditions include limitations of liability and are available on www.stibbe.com/generalconditions. Your legal relationship with Stibbe Dubai, London and the Dutch law branch office in New York is governed exclusively by Dutch law, with Stibbe Brussels and Hong Kong by Belgian law, and with Stibbe Luxembourg and the Luxembourg law branch office in New York by Luxembourg law. Stibbe N.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 N.V., persons associated with Stibbe N.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 N.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 N.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 N.V. is not liable for any acts and/or omissions of third parties. The client hereby authorises Stibbe N.V. to accept any limitations of liability of third parties on its behalf. Stibbe N.V. excludes – also for the benefit of Stichting Derdengelden 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 N.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 N.V., Stichting Derdengelden 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 N.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 N.V.
8. Costs paid for by Stibbe N.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 N.V. are exclusive of VAT and any other tax, surcharge or similar increase that a client, payer or Stibbe N.V. is obliged to pay under applicable laws or regulations or that Stibbe N.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 N.V.'s Complaints Procedure (Attorneys). Our Dutch civil law notary services are subject to Stibbe N.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 N.V.'s Complaints Procedures are available on www.stibbe.com/important-information.
11. These general conditions apply to all instructions accepted by Stibbe N.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 46/2016 and are also available on the Stibbe website: www.stibbe.com/generalconditions.

Stibbe N.V. is registered in the Trade Register of the Dutch Chamber of Commerce under number 34198700. 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