



## **GENERAL TERMS AND CONDITIONS EVERSHEDS FAASEN B.V.**

The General Terms and Conditions governing the services to be provided by or on behalf of Eversheds Faasen B.V., hereinafter to be referred to as: "Eversheds Faasen".

1. The object of Eversheds Faasen is the practice of law, in the broadest meaning of the term, by attorneys-at-law (advocatuur) and (candidate) civil law notaries (notariaat).
2. All assignments shall be accepted and performed exclusively by Eversheds Faasen for the benefit of the client, with Articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code (Burgerlijk Wetboek) not applying. The aforementioned even applies if it is the express or implicit intention that an assignment should be performed by a specific person. Third parties shall not derive any rights from the work performed.
3. Eversheds Faasen is authorised to engage the services of (one or more) third parties in the performance of assignments, including, but not limited to, foreign lawyers. Eversheds Faasen is not liable for any acts and/or omissions of such third parties. Eversheds Faasen is authorised, without prior consultation of the client, to accept on the client's behalf any limitation of liability imposed by third parties that it engages.
4. The client shall allow Eversheds Faasen and the persons involved in carrying out an assignment by or on behalf of Eversheds Faasen to share information relating to the client and an assignment awarded by the client with other persons connected with Eversheds Faasen, to the extent required or useful for the purposes of carrying out an assignment and/or client relations management.
5. Unless otherwise agreed, the fee charged for the work performed by Eversheds Faasen shall be based on hourly rates (increased with office costs). Since the hourly rates shall be revised annually with effect from 1 October, the rates may be varied in the course of an engagement. Unless explicitly stated otherwise, all fees and other expenses charged by Eversheds Faasen, including office expenses, are quoted exclusive of VAT.
6. If the client fails to pay by the agreed due date, a reminder will be sent, followed by a demand for payment. If no due date has been agreed, a payment term of 15 working days after the invoice date shall apply. If payment is not received in response to this demand, the client shall be held in default, in which case Eversheds Faasen reserves the right to take any and all measures provided and permitted by law to collect payment.
7. Any liability on the part of Eversheds Faasen for compensation for the entire damages sustained by a client, that is a consequence of an event (including a failure to act) or series of connected events, shall be limited to: (i) the amount paid out, if any, under the professional liability insurance policy of Eversheds Faasen plus the amount of any deductible ("own risk") sum payable by Eversheds Faasen under such insurance or (ii) should no insurance payment be made, for whatever reason, an amount equal to the fees charged by Eversheds Faasen in the matter concerned up to a maximum of in total EUR 450,000.



8. Any claim and right to compensation for damages shall lapse twelve months after the occurrence of the event (including a failure to act), that caused, whether directly or indirectly, the damages for which Eversheds Faasen is liable.
9. The client shall indemnify Eversheds Faasen against any and all claims by third parties for loss sustained as a consequence of or in connection with work performed by Eversheds Faasen on the client's behalf and shall compensate Eversheds Faasen for any reasonable costs incurred in order to defend itself against such claims.
10. Not only Eversheds Faasen but also those natural persons or legal entities, including its shareholders, directors and/or employees that are involved, whether directly or indirectly, in any manner whatsoever for the services provided by or on behalf of Eversheds Faasen may invoke these General Terms and Conditions. The same applies to all these natural persons or legal entities, including their heirs, if they are held liable after they have left Eversheds Faasen.
11. The General Terms and Conditions shall also be applicable to any supplementary or follow-up assignments. The applicability of any General Terms and Conditions referred to in documents originating from the client is hereby expressly excluded.
12. The legal relationship between the client and Eversheds Faasen shall be governed by the law of the Netherlands. Disputes shall be brought exclusively before the competent court in Amsterdam or Rotterdam, at the discretion of Eversheds Faasen.
13. These General Terms and Conditions have been drawn up in Dutch and English. In the event of any discrepancy in content or intent as between the Dutch and English versions of the General Terms and Conditions, the Dutch text of the General Terms and Conditions shall prevail.