

## General Terms and Conditions Fieldfisher N.V.

### 1. General

- 1.1. These General Terms and Conditions apply to all agreements and any other kind of legal relationship among Fieldfisher N.V. ("Fieldfisher") and another party (the "Client") pursuant to which Fieldfisher performs or will perform services (the "Services"). Fieldfisher is a public limited company incorporated under Dutch law with trade register number 67983758, with the object to practice the legal and notarial profession. Those individuals who have been authorized by Fieldfisher to accept a request for Services are referred to in these Terms and Conditions as Partners.
- 1.2. Under applicable legislation – including the Act on the prevention of money laundering and terrorist financing - Fieldfisher is obliged to verify the identity of its Clients and report unusual transactions to the authorities under certain circumstances.
- 1.3. Both Fieldfisher and any person associated or formerly associated with Fieldfisher may rely on these Terms and Conditions. Persons associated with Fieldfisher include employees, advisors, partners, independent contractors and shareholders of Fieldfisher, as well as the Stichting Derdengelden Advocatuur Fieldfisher and its directors.
- 1.4. Fieldfisher shall have the right to amend these General Terms and Conditions. The amended General Terms and Conditions shall apply to all new contracts for Services.

### 2. Standard of care

- 2.1. In the performance of the Services, Fieldfisher shall to the extent possible exercise the standard of care of a good professional service provider (*goed opdrachtnemer*).
- 2.2. Fieldfisher shall at all times be entitled to designate or replace the person or persons who will perform the Services, even if the Services were requested with the intention that they be carried out by a specific person.
- 2.3 Requests for Services are deemed to have been directed to Fieldfisher only and not to any person associated with Fieldfisher. The application of sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded. By means of requesting Fieldfisher to perform Services, the Client waives any right to hold any person associated or formerly associated with Fieldfisher liable on any ground whatsoever. This paragraph 2.3 constitutes a third-party stipulation (*derdenbeding*) that any person associated or formerly associated with Fieldfisher may always invoke.

### 3. Electronic means of communication

- 3.1. In the event that the Client and Fieldfisher engage in communication through electronic means, including (without limitation) email and other forms of data transmission, both parties shall adopt standard means of virus protection.
- 3.2. Neither party shall be liable towards the other party 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. The transmission of emails and other forms of data transmission shall be non-encrypted unless the Client, with respect to any specific message, has requested the usage of encryption means currently in use with Fieldfisher.

### 4. Fees and Invoicing

- 4.1. Invoicing for services shall take place monthly, in accordance with Fieldfisher's then-current hourly rates of the persons involved in the performance of the services at the time the services are performed, unless otherwise agreed in writing. Fieldfisher shall have the right to amend its hourly rates annually.
- 4.2. Fieldfisher shall pass on costs not included in its hourly rates to the Client, including (but not limited to) travel expenses, court registry fees, courier costs, translation costs and in general all costs of third parties retained in consultation with the Client.
- 4.3. Before commencing performance of the Services, Fieldfisher may require payment of a retainer fee. Fieldfisher shall not be obliged to perform any Services until the required retainer fee has been paid. This retainer fee shall be set off against the last invoice for the Services to which the payment of the retainer fee relates.
- 4.4. All amounts shall be exclusive of V.A.T..

## **5. Payment**

- 5.1. Payments must be made in Euro within fourteen days after the date of invoice, by transfer of the amount payable to the bank account stated on the invoice or otherwise to be designated by Fieldfisher.
- 5.2. In the event of late payment, the Client shall owe to Fieldfisher statutory interest (*wettelijke rente*) or, as applicable, commercial statutory interest (*wettelijke handelsrente*), on the amount not paid on time, as of the due date of the relevant invoice, up to and including the day of payment in full.

## **6. Liability**

- 6.1. Any liability of Fieldfisher for damage arising from or in connection with a breach of contract or wrongful act, or based on any other legal ground, shall be limited to the amount paid out in the matter concerned under the professional liability insurance policy of Fieldfisher, plus the amount of the deductible under that insurance policy.
- 6.2. In the event that the insurer declines to pay a claim, the liability for the total damages arising out of or connected with the agreed-upon Services shall be limited to the amount received by Fieldfisher from the Client for those Services.
- 6.3. The Client indemnifies Fieldfisher and any person associated or formerly associated with Fieldfisher against any claims by third parties arising from or in connection with the performance of the Services. This indemnification includes any associated costs.

## **7. Other professional service providers**

- 7.1. In the event that Fieldfisher retains the services of third parties in the performance of Services, Fieldfisher shall not be liable for any damage that is caused by the errors or omissions of such third parties. In the event such a third party wishes to limit its liability, Fieldfisher shall have the right to accept such limitation on the Client's behalf.
- 7.2. Fieldfisher shall assign the rights it can enforce towards the relevant third party in connection with damage caused by that third party to the Client at the Client's first request.

## **8. Data protection**

- 8.1. In order to provide the best possible service and to comply with its statutory obligations, Fieldfisher is a controller with respect to personal data of the Client and persons working there.
- 8.2. Fieldfisher retains files during the period that is determined by the applicable professional practice standards and applicable laws. After that period, Fieldfisher may destroy such files.
- 8.3. Personal data of the Client and persons working there are processed only insofar as necessary for the services of Fieldfisher. Fieldfisher will take appropriate technical and organisational measures to protect personal data against destruction, loss, modification or unauthorised disclosure or unauthorised access to processed personal data.
- 8.4. For more information, please see the Privacy Notice on our website: <https://www.fieldfisher.com/en/privacy-notice#privacynotice>.

## **9. Termination**

- 9.1. The agreement may be terminated by either party by giving written notice, if desired with immediate effect. The Client shall be obliged to pay all fees for the Services performed until the moment of termination.

## **10. Miscellaneous**

- 10.1. Claims by the Client expire twelve months after the Services to which the claim relates have been performed. In addition, any claim for compensation of damage will expire one year after the date on which the Client became aware of the damage as well as Fieldfisher's liability for such damage.
- 10.2. Netherlands law governs the legal relationship among Fieldfisher and the Client. Any disputes between the Client and Fieldfisher shall in the first instance be submitted to the competent Court in Amsterdam, the Netherlands, without prejudice to Fieldfisher's right to submit a dispute to any other competent court.
- 10.3. Fieldfisher's complaint procedure applies to all Services provided by Fieldfisher's attorneys (*advocaten*). See: <https://www.fieldfisher.com/en/locations/netherlands/legal-information>