

General Terms and Conditions Heron Legal B.V.

1. Heron Legal B.V. ("**Heron**") is a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, registered at the Dutch Chamber of Commerce under number 64088197. Its objective is the practice of the law.
2. All instructions (*opdrachten*) from clients shall be deemed to be given to, and accepted and carried out by, Heron only, also if it is the client's express or implied wish that work be carried out by one or more specific persons associated with Heron and/or if instructions are given to such individuals. Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek "DCC"*) shall not apply. "Persons associated with Heron" shall include any current or former director, shareholder, person employed by Heron either directly or indirectly or any of its advisors.
3. These general terms and conditions ("**GTC**") apply to all instructions (including continued, supplemental or amended instructions) given to Heron or persons associated with Heron, as well as all legal relationships arising from or in connection therewith. The client's general terms and conditions, if any, are hereby expressly rejected.
4. The GTC also apply to any legal relationship (*rechts-betrekking*) that may arise from any third party relying, either within or outside the limits set by the GTC, upon advice provided by Heron in connection with an instruction referred to in article 3.
5. The GTC inure to the benefit of all persons associated with Heron and third parties, whether employed by Heron or not, involved in carrying out client instructions, who may be considered in any way to be liable in connection therewith. This article is an irrevocable third-party beneficiary clause for the benefit of the aforementioned persons.
6. Heron will, and shall be deemed to, exclusively advise on matters of Dutch law, including the applicable laws of the European Union.
7. Instructions are carried out for the benefit of the client only. Unless expressly agreed to the contrary by Heron in writing, third parties may not rely on work carried out by Heron for the client and Heron shall not be liable towards them. The client shall indemnify and hold harmless Heron and any persons associated with Heron against and from any third party claim arising in connection with the client's instruction and/or any work performed for the client. This indemnification includes the cost of legal assistance.
8. In carrying out an instruction, Heron shall endeavour to ensure confidentiality regarding the client-attorney relationship. Unless expressly agreed otherwise, the client hereby grants permission to Heron (i) to pass on information to persons associated with Heron for whom such information may be important for carrying out the instruction or for purposes of client relationship management and (ii) to use modes of communication commonly used at the time, including but not limited to the internet.
9. Heron may engage third parties in carrying out client's instruction whilst exercising due care in the selection of such third parties. In so far as practicable, reasonable and common practice in the industry, Heron shall in selecting such third parties consult with the client. Heron shall not be liable for any acts and/or omissions of such third parties. The client hereby authorizes Heron to accept any terms and conditions (including any limitations of liability) of such third parties on the client's behalf. With regard to the execution of instructions given to such third parties, Heron may rely on and invoke against the client, such terms and conditions.
10. Unless otherwise agreed Heron's fees and expenses shall be invoiced monthly. Payments are due 14 days from the invoicing date. The client may notify Heron of any objections to an invoice for 30 days after the date of the invoice. If the client fails to do this, the invoice will be deemed to have been undisputed and approved.
11. Contrary to Article 7:408 paragraph 2 DCC, Heron is entitled to terminate the relationship with the client at all times, provided always that the Dutch Rules of Conduct for Lawyers shall be complied with.
12. Any and all liability arising out of or in connection with the execution of client instructions by Heron shall be limited to the sum paid out under Heron's applicable liability insurance, increased with the amount of Heron's excess (*eigen risico*) under the insurance. In the event and to the extent that no payment is made under the liability insurance, for any reason whatsoever, Heron's liability shall be limited to the aggregate amount (excluding VAT) paid by the client in the matter giving rise to the claim during the calendar year in which the claim arose. Any claim shall expire if Heron has not received written notice of such claim within one year after the client has – or could reasonably have – become familiar with the event or circumstance giving rise to the claim.
13. Any and all legal relationships referred to in these GTC between Heron and the client shall be governed by the laws of the Netherlands. Any dispute, arising from or in connection therewith will be settled by the court in Amsterdam, the Netherlands. However, if Heron acts as plaintiff/demanding party, Heron is - in deviation from the preceding sentence - entitled to bring the dispute before the court that is competent in accordance with the customary rules of (international) jurisdiction. A client who is a natural person and who does not act in the pursuit of a profession or business, can, within a period of one month after Heron has referred in writing to this stipulation, opt for the judge that is competent in accordance with the law for the settlement of the dispute.
14. Heron's complaint procedure, available at www.heronlegal.com, shall apply to all instructions.
15. These GTC are available in Dutch and in English. In case of any discrepancy in the text or its interpretation, the Dutch text will prevail.
16. These GTC are available at www.heronlegal.com.

