

### General Conditions of Booij Bidders B.V.

1. Booij Bidders B.V. (Ch. of Comm. 65757262) (further herein: 'Booij Bidders') is a private company with limited liability and its object is to practice the profession of attorney and mediator.
2. The stipulations in these General Terms are not only made for the benefit of Booij Bidders but also for the shareholders and directors as well as, insofar the shareholders and directors are legal entities, the shareholders and directors of those legal entities, all persons employed by Booij Bidders or who were employed at the time of carrying out their activities for Booij Bidders or all persons engaged by Booij Bidders in performing any contract, or all persons for whose acts or omissions Booij Bidders could be liable. Therefore they can also rely on these General Conditions. Where in these General Conditions Booij Bidders is mentioned, this also includes the persons referred to above.
3. All instructions are exclusively accepted and carried out by Booij Bidders. This also applies if it is the explicit or tacit intention that instructions are to be carried out by a specific person. The operation of Section 7:404 of the Dutch Civil Code providing regulations for the latter case and the operation of Section 7:407 sub-section 2 of the Dutch Civil Code establishing a joint and several liability in cases where two or more persons have received instructions, is explicitly excluded.
4. If a client wants to have the performance of the activities carried out by a particular employee of Booij Bidders, Booij Bidders will reserve the right to transfer the activities to another employee with application of the same arrangements. This might for instance occur in connection with specific knowledge which the other employee has or when the distribution of the work load requires it.
5. In connection with the performance of the instructions Booij Bidders is entitled to engage third parties on behalf of the client. If possible this will take place in consultation with the client.
6. These General Conditions apply to all letters of engagement which are formed between a client and Booij Bidders (including additional and follow-up letters of engagement) as well as to the phase prior to the formation of a letter of engagement.
7. The client indemnifies Booij Bidders against any claims by third parties and the costs to be incurred by Booij Bidders in this connection, if they are in any way related to the activities carried out for the client.
8. Instructions are exclusively carried out for the benefit of the client. Third parties cannot derive any rights from their contents.
9. The General Conditions are formulated in the Dutch and English languages. The Dutch text is binding.
10. If the income of the client is below the income and capital thresholds determined by the Minister of Justice in connection with the Dutch Legal Aid Act (*Wet op de Rechtsbijstand*), the client is or might be eligible for legal aid. However, the client has explicitly taken the choice of not making use of this legal aid option - even when there would be reason to do so due to subsequent circumstances during the engagement - so that the agreed financial conditions are and remain applicable.
11. The rates of the attorneys and legal assistants working for Booij Bidders vary depending on experience and specialist knowledge. Booij Bidders is entitled to amend periodically the rates it applies. Under certain circumstances alternative arrangements can be made.
12. Booij Bidders will at all times be entitled to demand advances or a deposit for activities to be carried out and costs to be incurred. These will be settled at the conclusion of the engagement or as required in the meantime.
13. In connection with the activities financial time records are kept on the basis of which the invoices are calculated. In addition, the client will be charged a fixed surcharge of 5% of the fee for office costs, plus (if applicable) value added tax and any disbursements (such as court fees, bailiff costs, etc.).
14. The costs of disbursements, travel expenses and external experts engaged will be passed on to the client.
15. The payment of the invoices to be sent by Booij Bidders, without any deduction, discount or set-off, must take place within 14 days after the invoice date, failing which the client will be in default. In that case the client will be obliged to reimburse Booij Bidders for all extrajudicial and judicial collection costs including the full legal fees incurred to this end as well as the statutory interest.
16. Any objections (which must be notified in writing within two weeks) to the amount of the invoices submitted shall not suspend the payment obligation.
17. Third party funds will be managed in a third-party account in the name of a foundation.
18. Booij Bidders does not accept any liability for inaccuracies or any faults in the performance of the activities, except and insofar as the insurer of the professional liability insurance taken out

mandatorily by Booij Bikkers provides entitlement to a payment, as the case may be, or if the inaccuracies or faults are caused by the intention or gross negligence of Booij Bikkers.

19. Liability for indirect loss or consequential loss is excluded under all circumstances.
20. When Booij Bikkers engages third parties, Booij Bikkers can never be held liable by the client for any failures of that third party.
21. When the client sues the third party directly, the client will indemnify Booij Bikkers against any claims by the third party in connection with being held liable as well as for all associated costs of Booij Bikkers.
22. All rights of action and other entitlements of the client with regard to Booij Bikkers in connection with the activities carried out by Booij Bikkers will lapse as soon as a period of one year has expired after the day on which the client became aware or could reasonably have become aware of the existence of those rights and entitlements.
23. In the event of a liability claim by a client with regard to activities carried out by Booij Bikkers, the liability declaration must be sent to Booij Bikkers for the attention of the board.
24. In the event that the insurance company proceeds to pay compensation, the insurance payment will be increased by the excess borne by Booij Bikkers according to the applicable policy conditions. If the insurer does not provide cover and nevertheless liability cannot be excluded, the liability will be limited to the fee that Booij Bikkers received for performing the specific instructions.
25. The policy conditions will be provided for perusal on request.
26. Booij Bikkers has an office complaints scheme at its disposal. In the event of a complaint by a client about the activities carried out or the invoice, this must be submitted in writing to Booij Bikkers for the attention of the attorney to which the complaint relates. After having studied the complaint, the respective attorney will consult the client as soon as possible but not later than within four weeks in order to consider the way in which the complaint can be solved. If these consultations do not lead to a satisfactory solution, the complaint will be escalated to the complaints officer of Booij Bikkers. If Booij Bikkers and the client do not manage to solve the issue in mutual consultation, the complaint will be submitted to the Dutch Bar Disputes Committee (*Geschillencommissie Advocatuur*).
27. In the event of complaints by a client involving disciplinary rules with regard to the activities carried out by Booij Bikkers, Booij Bikkers will inform the client if necessary about these complaints procedures of the Netherlands Bar Association (*Orde van Advocaten*).
28. Booij Bikkers is entitled to terminate an agreement with immediate effect if at the discretion of Booij Bikkers the agreement cannot be reconciled with the Code of Conduct for Advocates or other regulations of the Netherlands Bar Association, or if the client does not provide information which has been explicitly requested, does not fulfil his payment obligations or other obligations towards Booij Bikkers, or otherwise interferes with Booij Bikkers in carrying out the instructions.
29. If and insofar as pursuant to reasonableness and fairness or its unreasonably onerous nature a party cannot invoke any stipulation in the General Conditions and/or the letter of engagement, a corresponding meaning shall be given in any event as much as possible to the respective stipulation with regard to its contents and purport, so that it can indeed be invoked.
30. The stipulations in the General Conditions and the letter of engagement will also continue to be effective and bind the parties after termination of the instructions.
31. The legal relationships to which these General Conditions apply are governed by Dutch law.
32. Any instructions given to Booij Bikkers will never serve to give advice on foreign law.