

# WAGENAAR LAWYER

## CORPORATE & FINANCE

### GENERAL TERMS AND CONDITIONS

1. Wagenaar Lawyer B.V. is a Dutch law private limited liability company whose purpose is to practice law and provide legal advice.
2. The general terms and conditions apply to all our services and all mandates and instructions in connection therewith between a principal (client) and Wagenaar Lawyer B.V. and all other additional and subsequent mandates and instructions in connection therewith. Any general terms and conditions of the client shall not apply.
3. All mandates and instructions are accepted with express exclusion of articles 7:404 and 7:407 (2) of the Dutch Civil Code.
4. Each liability of Wagenaar Lawyer B.V. shall in aggregate be limited to the amount paid under the professional liability Insurance, increased with the excess amount (if any) under the applicable policy.
5. In the execution of any mandate or instruction, Wagenaar Lawyer B.V. is entitled to use third parties. Wagenaar Lawyer B.V. shall in no case be liable for any faults or shortcomings of such third parties.
6. This limitation of liability also applies in connection with malfunction of any equipment, software, information and data, registers or other things, without any exceptions, which are used in the execution of the mandate or instruction.

7. The client indemnifies and holds Wagenaar Lawyer B.V. harmless from and against all third party claims, including legal costs, arising in whatsoever matter from the activities carried out for the client, unless such claims result from gross negligence or willful misconduct by Wagenaar Lawyer B.V.
8. All invoices must be paid by the client within 14 days, failing which the client will be in default without any notice being required. Any objections against the invoice must be notified in writing within 14 days after the date of the invoice.
9. These general terms and conditions may also be invoked by persons and legal entities associated with Wagenaar Lawyer B.V., whether directly or indirectly, and that are involved in any manner in the services provided by or on behalf of Wagenaar Lawyer B.V.
10. The relations between the client and Wagenaar Lawyer B.V. shall be governed by the laws of the Netherlands. The court in Almelo, The Netherlands shall be exclusively competent to settle any dispute between the client and Wagenaar Lawyer B.V.
11. These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising as to the content or purport of these general terms and conditions, the Dutch language version shall prevail.