

**General terms and conditions HM Law B.V. dated 1st September 2021 (hereinafter “General Terms and Conditions”)**

1. All instructions given, whether directly to HM Law B.V. or to individual lawyers employed by HM Law B.V., shall, setting aside Sections 7:404, 7:407 and 7:409 of the Dutch Civil Code, be accepted and carried out exclusively by HM Law B.V., even if it is the express or implied intention that an instruction be carried out by a particular lawyer. In particular, the effect of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, which establishes joint and several liability in the event that two or more persons have received an instruction, is completely excluded.
2. These General Terms and Conditions shall apply to any assignment, including any follow-up assignment or amended or supplementary assignment, granted to HM Law B.V., as well as to all other agreements entered into with HM Law B.V., and to all services rendered by HM Law B.V., as well as to anything which may arise as a result of or in connection with such agreements, including follow-up assignments and/or amended assignments. The applicability of any other general terms and conditions is hereby expressly excluded by HM Law B.V.
3. These General Terms and Conditions are made for the benefit of HM Law B.V., as well as for the benefit of the professional companies participating therein, the lawyers and employees working at HM Law B.V., persons otherwise working for or through HM Law B.V., all third parties engaged or to be engaged by HM Law B.V., any person for whose acts or omissions HM Law B.V. is or may be liable, as well as any heirs and legal successors of the aforementioned persons (hereinafter "HM Law group").
4. All and any personal liability of HM Law group is hereby expressly excluded. Only HM Law B.V. is liable for any errors made.
5. All and any liability of HM Law B.V. and/or HM Law group shall in any event be limited to the amount paid in the relevant case under the professional liability insurance taken out by HM Law B.V., increased by the amount of the deductible which according to the policy terms and conditions is not for the account of the insurers. If for any reason whatsoever (including but not limited to fault or negligence of HM Law B.V. and/or HM Law group) no payment should be made under the said insurance, all and any liability of HM Law B.V. or the HM Law group respectively shall be limited to the amount of fees charged in the case and paid on time by the client, up to a maximum of EUR 10,000 (in words: ten thousand euros) excluding VAT. The latter also applies if HM Law B.V. or HM Law group can be blamed for the lack of payment under the insurance policy mentioned.
6. Notwithstanding the foregoing, HM Law B.V.'s liability for consequential damages as referred to in Dutch law respectively all direct or indirect loss of, inter alia, income, profit, production, business opportunities and the like is excluded in its entirety.
7. HM Law B.V. is entitled to engage third parties in the performance of its assignment or activities. The choice of third parties to be engaged by HM Law B.V. will, where possible and reasonably

appropriate, be made in consultation with the client and with due care. HM Law B.V. is not liable for shortcomings of these third parties, except in case of intent or gross negligence of HM Law B.V.

8. HM Law B.V. will agree with the client either a fixed price or an hourly rate. In case an hourly rate has been agreed, HM Law B.V. is entitled to adjust the hourly rate on January 1 of each year following the year in which the instruction was accepted, in accordance with the consumer price index as published by the CBS (Dutch Office for Statistics).
9. Unless otherwise agreed in writing, payment must be made within 14 days of the invoice date, failing which client shall be in default by operation of law (i.e. without any reminder or further notice of default being required). In the event of default, client shall owe default interest of 1% per month or part of a month on the invoice amount or the unpaid portion thereof, calculated from the due date until the date of payment. Extrajudicial collection costs are set at a minimum of 15% of the unpaid portion of the invoice amount (including VAT).
10. HM Law B.V. has a complaints procedure which sets out the procedure used by HM Law B.V. for dealing with complaints of clients of HM Law B.V. about the services provided by a lawyer of HM Law B.V. If HM Law B.V. does not succeed in resolving complaints of a client about the services provided by a lawyer of HM Law B.V. in a manner acceptable to that client by means of this complaints procedure, that client may, within twelve months after the written final handling of the complaints procedure, submit the complaints exclusively in the first instance to the District Court of Amsterdam.
11. The legal relationship between HM Law B.V. and the client is governed by Dutch law.
12. These General Terms and Conditions have been drawn up in Dutch and English. In case of ambiguities or differences in the Dutch and English texts of the General Conditions, the Dutch text will be decisive.
13. HM Law B.V. may amend these General Terms and Conditions from time to time. The most recent version of these Terms and Conditions will always apply.