

## **WvT (Netherlands) B.V.** General Terms and Conditions

In the Netherlands, the law practice of Weidema van Tol is conducted by WvT Netherlands B.V., having its statutory seat in Amsterdam, The Netherlands (“**WvT Netherlands**”). All services and (other) activities will be carried out under an assignment agreement (“contract”) in accordance with article 7:400 of the Dutch Civil Code (*Burgerlijk Wetboek*). The general terms and conditions of WvT Netherlands are applicable and contain a limitation of liability clause. The applicability of any other general terms and conditions is hereby expressly excluded. Every liability is restricted to the sum paid in the case concerned under the (professional) liability insurance including the amount of the policy excess.

WvT Netherlands 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 and to all current agreements.

In these general terms and conditions:

- “**Client**” means the person engaging WvT Netherlands to provide services;
- “**Third-Party Service Provider**” means any person not affiliated with Weidema van Tol Netherlands (such as couriers, bailiffs, translators, experts and foreign counsel) engaged by WvT Netherlands where this is desirable for the provision of the services to the Client.
- “**Person Affiliated with WvT Netherlands**” means every lawyer, civil law notary, candidate civil law notary or tax lawyer and every other person working at WvT Netherlands or at a group company of WvT Netherlands (regardless of whether this is on the basis of an employment agreement or on any other basis), every shareholder of WvT Netherlands. Persons Affiliated with WvT Netherlands include persons formerly affiliated with WvT Netherlands and legal successors of Persons Affiliated or formerly affiliated with WvT Netherlands.

### **General terms and conditions**

#### **Article 1: WvT Netherlands**

1. WvT Netherlands’s object is practicing law (*‘advocatuur’*) and tax consultancy.
2. The clauses in these general terms and conditions have been included not only for the benefit of WvT Netherlands, but also for the benefit of all Persons Affiliated with WvT Netherlands and all persons engaged by WvT Netherlands in the execution of any instructions and all persons for whose acts or omissions WvT Netherlands could be liable.

#### **Article 2: Review, conflicts of interest and confidentiality**

- 2.1 Before accepting a contract, WvT Netherlands will determine whether WvT Netherlands is able to advise the Client having regard to any applicable legal or professional regulations. WvT Netherlands is not obliged to accept any contract.
- 2.2 The Client agrees that, where permitted by our professional regulations, WvT Netherlands may otherwise act for any other Client, including commercial competitors, even if the interests of the other Client are or may become adverse to Client’s own interest.

- 2.3 WvT Netherlands is required to keep the Client's documents and information acquired during a contract confidential and will not disclose them to any third party without the Client's consent. The Client agrees that WvT Netherlands may disclose confidential information where WvT Netherlands is subject to legal or professional regulations, including to our professional indemnity insurer, or a court order to do so. These obligations in respect of confidential information apply to the firm when acting through attorneys. In the Netherlands, no such Client confidentiality rules apply to tax advisors (*belastingadviseurs*).

### **Article 3: Preventing money laundering and terrorist financing**

- 3.1 WvT Netherlands is subject to legislation aimed at preventing money laundering and terrorist financing and similar legislation in different jurisdictions. In this respect, WvT Netherlands requires that the Client provides evidence verifying the identity and authority of this Client to enter into the contract before accepting the contract by WvT Netherlands. WvT Netherlands will be entitled to charge the Client for any time or costs WvT Netherlands incurs to comply with such legislation. If WvT Netherlands does not receive satisfactory evidence of the Client's identity and its authority to enter into a contact to WvT Netherlands, WvT Netherlands is entitled to refuse or terminate the contract.
- 3.2 The Client should be aware that under such legislation WvT Netherlands may be obliged to report to the relevant authorities any knowledge or suspicion of criminal activity, or involvement in money laundering, or criminal property or terrorist financing by a Client or third party arising during the course of our professional work. In addition, WvT Netherlands may be obliged to terminate or suspend the contract, without being allowed to provide an explanation as to the reasons of such termination.
- 3.3 Finally, under such legislation WvT Netherlands is obliged to keep records, including financial reports, on each contract and WvT Netherlands will keep these records for a period of at least seven years from cessation of any instructions.

### **Article 4: The agreement**

- 4.1 A contract for professional services shall be formed with WvT Netherlands as such. This applies even if the Client's explicit or tacit intention was that the instructions be carried out by a specific person. The effect of article 7:404 of the Dutch Civil Code, which contains rules for the latter case, and the effect of article 7:407 paragraph 2 of the Dutch Civil Code, which establishes several liability in cases in which instructions are given to two or more persons, are hereby excluded.
- 4.2 An agreement for services between a Client and WvT Netherlands will only come into existence when WvT Netherlands or a lawyer, or tax lawyer working at WvT Netherlands accepts a Client's instructions. A Client's engagement of a Person Affiliated with WvT Netherlands will not result in an agreement with that person or with any other Person Affiliated with WvT Netherlands.
- 4.3 A Client's assignment in which reference is made to the Client's general terms and conditions will be accepted by or on behalf of WvT Netherlands only while explicitly rejecting the Client's general terms and conditions.

### **Article 5: Liability**

- 5.1 If the carrying out of instructions by Weidema van Tol Netherlands leads to liability, this liability shall in each case be limited to the amount paid out under the relevant liability insurance of WvT Netherlands plus the deductible (*eigen risico*) that are borne by WvT Netherlands under the relevant insurance agreement in the case concerned.

- The content and conditions of the professional liability insurance exceed the requirements set in this respect by the Netherlands Bar Association having its registered office in The Hague and the Netherlands organization for Tax Consultants, having its registered office in Amsterdam. A copy of the current professional liability policy will be sent to you per your request.
- 5.2 In the event and to the extent that no payment should take place for any reason under the insurance referred to in 5.1., any liability is limited to an amount equal to three times the amount invoiced for legal fees in the case concerned in the last twelve (12) months, subject to a maximum amount of Euro 200.000 (two hundred thousand Euros). In any event, a claim will be unenforceable unless WvT Netherlands receives written notice thereof no later than one year after the discovery of an event or circumstance that gives or may give rise to a claim. The instructions that have been given shall be carried out exclusively for the Client. Third parties cannot derive any rights from the content of the work carried out.
- 5.3

**Article 6: Client's obligations**

- 6.1 If the Client allows a third party to take cognizance of the content of the work carried out by WvT Netherlands for the benefit of the Client, the Client shall bring these general terms and conditions to the attention of the third party and ensure that they are also accepted by this third party.
- 6.2 The Client indemnifies and holds WvT Netherlands and any and any Person Affiliated with Weidema van Tol harmless against claims by third parties who claim that they have suffered damage as a result of or in connection with the work carried out by WvT Netherlands or any Person Affiliated with Weidema van Tol on behalf of the Client or against claims by third parties who claim that they have suffered damage as a result of a disclosure mistakenly made by WvT Netherlands or by any Person Affiliated with WvT Netherlands, except in cases of intent or wilful recklessness on the part of WvT Netherlands. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This paragraph is an irrevocable third-party clause for the benefit of every Person Affiliated with WvT Netherlands.
- 6.3 Payment of WvT Netherlands invoices shall take place within 15 days of the invoice date, without suspension or set off. Except if the Client protests promptly upon receipt of WvT Netherlands's invoice. WvT Netherlands is entitled to set off monies received for or from the Client against, or use them in payment of, whatever the Client owes. All judicial or extrajudicial costs connected with the collection of outstanding amounts – with a minimum of 15% over and above the amount to be collected – shall be for the Client's account. Judicial costs are not limited to the nominal costs of the procedure awarded by the court but shall be for the account of the Client in full if it is judged to be in the wrong (to a preponderant degree).

**Article 7: Engagement of Third-Party Service Providers**

- 7.1 Wherever possible and within reason WvT Netherlands will make its choice of Third-Party Service Providers to be engaged in consultation with the Client and under observance of due care and attention. WvT Netherlands may engage those Third-Party Service Providers in its own name or, as an authorised representative, in the Client's name. WvT Netherlands shall not be liable for any damage that is caused by the errors or omissions of such Third-Party Service Providers.
- 7.2 To the extent that a Third-Party Service Provider wishes to limit their liability in connection with the carrying out of instructions from the Client, WvT Netherlands shall assume and, if necessary, hereby confirms that all instructions issued to it by the Client contain the authority to accept such a limitation of liability on behalf of the Client.
- 7.3 The fees and costs associated with the engagement by Weidema van Tol of a Third-Party Service Provider will only be paid by Weidema van Tol to such Third-

Party Service Provider, once the Client of Weidema van Tol has paid Weidema van Tol's fees.

- 7.4 These general terms and conditions shall apply to engagements with Third-Party Service Providers. This paragraph is an irrevocable third-party clause in relation to Third-Party Service Providers.

**Article 8: Fees**

WvT Netherlands is entitled to amend its basic hourly fee and costs charged by it for travel expenses for travel by car, air carrier or train. If the amendment involves an increase of more than 10%, or if an increase takes place within three months of the contract for professional services between WvT Netherlands on the one hand and the Client on the other hand coming into effect, the Client shall be entitled to dissolve the contract. The right to dissolve lapses on the 15th day after the invoice date of the first invoice sent to the Client after the increase of the basic hourly fee and/or the aforementioned costs for travel expenses.

**Article 9. Data protection**

- 9.1 WvT Netherlands has adopted a privacy policy (hereafter "Privacy Policy") fully disclosed and accessible on its website informing s clients about who WvT Netherlands is what personal data (hereafter "Data") we collect and process, how, why and on which legal basis we process Data, who has access to the Data, if Data gets transferred across borders, how long data is kept, how Data is secured, what Data you must supply and outlines your rights according to the applicable Data protection laws according to the EU General Data Protection Regulation (EU) 2016/679 (hereafter "GDPR") and the Swiss Federal Act on Data Protection.
- 9.2 As confidentiality and privacy is taken very seriously by WvT Netherlands, we ask you to carefully read this Privacy Policy, immediately contact WvT Netherlands if you have any requests, questions or concerns. This Privacy Policy and the applicable Data protection laws apply in addition to our professional duty of confidentiality.
- 9.3 If you send us Data (personal data as defined according to article 4(1) of the GDPR) from other persons than you (for example your employees, family members, etc.) please ensure that the respective persons know this Privacy Policy and please only send us Data if you have the permission to send the Data and the Data is correct.

**Article 10: Automatic exchange of information**

On 13 March 2018, the ECOFIN Council, composed of the EU-28 Finance Ministers, reached political agreement on a Council Directive amending Directive 2011/16/EU (we attach a summary of this Exhibit A) on administrative cooperation in the field of taxation as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements in order to disclose potentially aggressive tax planning arrangements, Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU (also commonly referred to as DAC6) as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements. Our firm intends to fully comply with the provisions under DAC6.

**Article 11: Miscellaneous**

- 11.1 Dutch law exclusively governs the legal relationship and the contract between the Client and WvT Netherlands.

- 11.2 Disputes shall be settled exclusively by the competent court in the court district in which WvT Netherlands has its registered office. WvT Netherlands does nevertheless have the right to submit disputes to the competent court in the Client's place of domicile.
- 11.3 WvT Netherlands has a Legal Practice Complaints Procedure in accordance with the Legal Profession Regulation (*Verordening op de Advocatuur*). WvT Netherlands declares that the Legal Practice Complaints Procedure for Attorneys is applicable to each agreement for services entered into with a Client, and furthermore that the Legal Practice Complaints Procedure for Attorneys exclusively concerns the work that is executed by an attorney or attorneys of WvT Netherlands.
- 11.4 These general terms and conditions have been drawn up in the Dutch and English language. The Dutch text shall be binding in the event of any difference in content or tenor. WvT Netherlands is registered in the Commercial Register of the Chamber of Commerce of Amsterdam under number 34145597.
- 11.5 These terms and conditions are available in the Dutch and English language; in case of discrepancies the Dutch text will be legally binding. These terms and conditions can be consulted on the website: [www.wvant.com](http://www.wvant.com). WvT Netherlands is registered at the Dutch Chamber of Commerce under registration number 34145597.

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