

## GENERAL TERMS AND CONDITIONS FAIRWAY ADVOCATEN

1. Fairway advocaten ("Fairway") is a partnership of limited liability companies. A list of partners will be sent on request.

### ***Applicability***

2. These General Terms and Conditions shall apply to any assignment given by a client to - and other services provided by - Fairway.
3. Deviation from these general terms and conditions is only possible in writing.

### ***Legal relationship***

4. All assignments and other services are accepted and carried out exclusively by Fairway, irrespective of any other intentions.  
Contrary to the provisions of Articles 7:404, 7:407(2) and 7:409 of the Civil Code, the partners, their directors and those who work for Fairway shall not be personally bound or liable and the assignment shall not terminate by their death, regardless of whether the assignment is given with a view to a particular person.
5. The client is obliged to provide all information, which is important for the execution of the assignment, in a complete, correct and timely manner.  
Fairway shall not be liable for any damage arising from and/or related to the late, incomplete and/or incorrect provision of such information, except in the case of gross negligence or wilful misconduct on the part of Fairway's partners.
6. Assignments given shall be carried out by Fairway exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work carried out. The client is obliged to indemnify Fairway against all such claims by third parties and against the costs related to such claims, including the costs involved in the defence.
7. If the client provides the content of the work carried out by Fairway for the client (for instance, advice, agreements, etc.) to a third party, the client shall be obliged to inform that third party that the work has been carried out under the applicability of these General Terms and Conditions. If a third party makes use of the content of the work in any way, that third party shall be bound by the content of these General Terms and Conditions. The copyright on the documents produced shall remain vested in Fairway.

### ***Fee and invoicing***

8. Unless otherwise agreed, Fairway shall invoice on the basis of time worked at the hourly rates applicable at the time when the work on the assignment is performed, plus 5% to cover general office expenses plus any specific expenses and disbursements incurred in the performance of the assignment.  
The rates of the lawyers vary depending on their experience and specialist knowledge and can be changed from time to time, in any case always on 1 January.
9. Invoices sent by Fairway shall be paid within 14 days from the date of invoice, unless otherwise agreed or stated.  
If this period is exceeded, the client shall be in default and shall owe interest equal to the statutory commercial interest.  
If collection measures are taken against the defaulting client, all costs related to such collection shall be borne by the client.
10. Should, in Fairway's exclusive opinion, the payment behaviour of the client give cause to do so, Fairway shall be entitled, without prejudice to its other rights, to suspend the further execution of the

assignment forthwith, and all sums, on whatever account, owed by the client to Fairway shall become immediately payable.

Fairway may, if the occasion arises, make the (further) execution of the assignment subject to the prior payment of special disbursements, in particular court fees. Fairway shall never be obliged to take legal action on behalf of the client without timely payment of a financial guarantee in respect of court fees and shall not be liable for loss or damage as a result of a possible declaration of inadmissibility by the court due to non-payment of court fees.

### ***Liability***

11. An error or carelessness in the provision of services by Fairway can only lead to liability of Fairway. This liability shall be limited to the amount paid out in the matter in question under the (professional) liability insurance taken out by Fairway, increased by the excess amount under that insurance.
12. If, for whatever reason, no insurance payment is made, Fairway's liability to clients shall be limited to the fee charged for the execution of the relevant assignment, subject to a maximum of € 25,000.
13. Affiliates of Fairway shall in no event be liable. The term "affiliates" shall include all past, present and future (a) direct or indirect shareholders of the partners of Fairway, (b) group-, holding-, operating-, pension- or other related entities of Fairway or its partners, (c) any Foundation for the Administration of Third Party Funds affiliated with Fairway, and (d) employees, consultants, directors, interns, temporary workers and freelancers. Affiliates (and their legal successors) may also invoke these General Terms and Conditions.
14. The client shall indemnify Fairway and its affiliates against all claims by third parties for which Fairway's liability is limited in Articles 11 and 12. This indemnity shall also include the costs involved, including the costs of defence.

### ***Use of third parties***

15. Fairway may engage a third party for the account of the client on the conditions stipulated by this third party. Fairway may accept these terms and conditions, including any limitation of liability, on behalf of the client. Fairway shall not be liable for any failure to perform on the part of that third party.

### ***Communication and data processing***

16. All electronic communications, including e-mail, are considered to be in writing.
17. The client consents to Fairway's use of digital means of communication and services for storing data.
18. Fairway shall not be liable for any loss of data and/or breach of security of, inter alia, but not limited to, equipment, networks, systems, software, cloud data, data registers and databases and/or other processing systems in the broadest sense of the word, whether or not caused by accident or unlawful means, whether or not with an internal or external cause, and whether or not resulting in any damage, inter alia but not limited to, the destruction, loss, use, amendment or unauthorised provision of or access to transmitted, stored or otherwise processed data, irrespective of the cause of the aforementioned data loss and/or infringement and irrespective of the platform where the aforementioned data loss and/or infringement occurs.
19. Fairway processes personal data of its clients and persons working for it for the provision of its services and to comply with legal obligations. For more information, please refer to: <https://fairwayadvocaten.nl/en/privacy-statement>
20. Fairway will retain electronic or paper files for a minimum of seven years after the last substantive communication with the client in the relevant case. At the end of this period, Fairway may destroy these records.

***Compliance***

21. Fairway is required by law to establish the identity of its clients and to report unusual transactions to the authorities without informing the client. For more information, please refer to:  
<https://fairwayadvocaten.nl/en/client-due-diligence>.
22. Fairway will further comply with any other reporting or information requirements that are or become applicable to it.

***Applicable law and forum***

23. The legal relationship between Fairway and its clients shall be governed by Dutch law.
24. All disputes shall in the first instance be submitted exclusively to the District Court in Rotterdam.
25. These general terms and conditions have been drawn up in various languages. In the event of a dispute regarding the content and/or purport, only the Dutch text and its interpretation according to Dutch law shall prevail at all times.