

General Terms and Conditions for Services Provided by Alalim Legal B.V. (hereafter 'Terms')

Introduction

1. Alalim Legal B.V. is a law firm incorporated as a limited liability company under the laws of the Netherlands, employing lawyer(s) qualified in the Netherlands and registered with the Dutch Bar Association (*Nederlandse Orde van Advocaten*) (hereafter 'Alalim Legal').

Applicability

2. These Terms are applicable to any instructions, including any subsequent, amended or additional instructions, given to Alalim Legal, and to any legal relationship that arises as a result thereof or in connection therewith.
3. All instructions are solely accepted by and on behalf of Alalim Legal, and will solely be delivered for the use of the instructing client. A person accepting instructions for or on behalf of Alalim Legal, whether or not an employee thereof, will at no time be personally obligated or liable to implement such instructions.
4. These Terms are applicable to any legal relationship that arises as a result of or in connection with the use of any website maintained by Alalim Legal.
5. These Terms are applicable to any legal relationship that is created when advice arising as a result of or in connection with any legal relationship described in articles 2, 3 and 4 is relied upon, whether pursuant to these Terms or not.
6. These Terms apply to benefit anyone who, whether or not in the service of Alalim Legal, is involved in the implementation of any given instructions, or who is or may be liable in connection therewith.
7. Alalim Legal will exercise due care when hiring persons not employed by nor associated with Alalim Legal (hereafter 'Third Parties'), and will consult the relevant client about the selection and costs of such Third Party if this is agreed and is reasonable in the context of that client relationship. Alalim Legal is authorised to agree to terms and conditions that are applicable to the relationship between it and a Third Party or that are stated by a Third Party. Alalim Legal can rely on such terms and conditions in as much as it concerns the implementation of the instructions of the relevant client by such third party. In no circumstance will a client directly claim against such Third Party. Alalim Legal accepts no liability whatsoever for any defects in the performance of any such Third Party.

Fees, additional disbursements and payments

8. Unless otherwise agreed in writing, fees will be based on time worked multiplied by the applicable rates as set from time to time by Alalim Legal. The applicable rates are available upon request at any time, and unless otherwise agreed, disbursements in excess of EUR 150 on a client's behalf will be explicitly communicated with the client beforehand. Such disbursements will be identified as such on invoices and charged to the client. All amounts mentioned in communications exclude value added tax.
9. As a rule, a client will be invoiced on a monthly basis for the work carried out. Payment is due within a period of 14 calendar

days of the invoice date, unless otherwise stated on the invoice. If payment is not made within this time, Alalim Legal may, without further notice, exercise its right to charge and receive statutory interest. An advance payment will always be requested for the initiation of legal procedures to cover anticipated court registration fees (*griffierechten*) and bailiff costs (*deurwaarderskosten*). Advance payments may always be requested for other cases, whether relating to work that has been or will be carried out. Alalim Legal has the right to suspend work if an advance payment is not paid by the due date, whilst all costs made will still be payable.

Confidentiality

10. Alalim Legal will keep all client information strictly confidential, duly observing the confidentiality rules provided in the Dutch lawyers' code of conduct. Although Alalim Legal will make all reasonable effort to protect client confidentiality in the course of using data carriers, it accepts no liability whatsoever for confidential information violated in connection with the inherent risks of the use of data carriers.

Client identification

11. Pursuant to the Act on the Prevention of Money Laundering and of Terrorist Financing [*Wet WFT*], Alalim Legal is obliged to verify the identity of its clients and under certain circumstances, is required to investigate its clients when performing the services set forth in the aforementioned Act. **The client is obliged to provide all information requested in order to establish the client's identity and/or the Ultimate Beneficial Owner of corporate clients** (see the *Wet WFT*). Assignments can and will be suspended until the requested information has been provided. Moreover, with due observance of the duty of confidentiality referred to in the first paragraph of this article 11, the *Wet WFT* obliges Alalim Legal to report 'unusual transactions' in the instances set forth in that Act.

Limitation of liability

12. Any liability of Alalim Legal arising out of or in connection with any instructions is limited to the amount that is paid out for that event under the liability insurance coverage taken out by Alalim Legal, increased by the amount of the applicable deductible (*eigen risico*). If such an event falls outside the scope of the coverage afforded by the said liability insurance, Alalim Legals' liability is limited to the fees paid by the claiming client for the assignment to which the harm or loss relates, and, if for any reason Alalim Legal is found liable in a court, tribunal or similar institution, its liability will, in any event, be maximised to EUR 25,000.

Choice of law and Jurisdiction

13. Unless otherwise explicitly agreed in writing, all legal relationships between the client and Alalim Legal are subject to the laws of the Netherlands.
14. Any dispute or claim must be submitted to the exclusive jurisdiction by the competent court in The Hague, The Netherlands.