

TERMS AND CONDITIONS

Article 1 - Definitions:

In these terms and conditions, they are intended as:

- a. The office: the partnership Van Gemert & Jonkers advocaten.
- b. Client: the natural or legal person who instructs Jonkers & Van Gemert advocaten to provide services.
- c. Agreement: the agreement whereby a client instructs the office or the lawyer to perform certain legal activities and the office accepts this assignment.
- d. Honorarium: The costs that the office charges for the work to be performed.
- e. Disbursements: any reimbursement of costs to be specified such as court fees, travel and accommodation costs, valuation costs, bailiff's costs, documents, etc., as well as any reimbursement of office costs that are not specified.
- f. Third party funds: the funds that the firm receives on behalf of the client.
- g. The Foundation for the Administration of Third Party Funds: the administration, as intended by the Boekhoudverordening of the bar association of the Netherlands, with the purpose of supporting the firm and for the administration of funds for other parties than the firm. The foundation is registered with the Chamber of Commerce under the name of: "Stichting beheer derdengelden Bruins en partners". The account number of the foundation is: NL38INGB0007950135.
- h. Complaint: every written expression of dissatisfaction by, or on behalf of the client, towards the solicitor or the person(s) active under that person's responsibility concerning the realisation and execution of a commission contract, the quality of the provision of services or the expenses claim, other than a complaint as intended in paragraph four of the Advocatenwet.
- i. Complainant: the client or their representative making the complaint known.
- j. Complaints official: the lawyer who is responsible for handling the complaint.

Article 2 - Legal form and accessibility

- a. Jonkers & Van Gemert advocaten is a partnership established under Dutch law that is registered as such with the Chamber of Commerce under number 65421434 with the name: Jonkers & Van Gemert advocaten. The partnership aims to practice the practice of lawyer in the broadest sense of the word. The partnership has both an advisory and a litigation practice and is mainly active in the criminal justice area. The partnership is located at Stadsplateau 7, 3521 AZ Utrecht. The partnership can be reached via the telephone number 030 - 240 8008 or by email via info@jonkersvangemert.nl.
- b. Jonkers & Van Gemert advocaten is registered with the tax authorities under VAT number NL856105156B01.
- c. All lawyers affiliated with Jonkers & Van Gemert attorneys are registered as such with the Dutch Bar Association, located at Neuhuyskade 94, 25 96 XM The Hague, via telephone number 070 - 335 35 35, or by e-mail via info@advocatenorde.nl.

Article 3 - Applicability

- a. These general terms and conditions apply to every agreement between Jonkers & Van Gemert advocaten and the client, to the extent that parties do not deviate from this in writing explicitly.

- b. These general terms and conditions also apply to any follow-up assignments, additional and amended assignments.
- c. The general terms and conditions have also been made for the benefit of all those who work for Jonkers & Van Gemert advocaten, whether or not by virtue of an employment contract.
- d. In the event of differences between the Dutch text of these general terms and conditions and translations thereof, the Dutch text prevails.
- e. The applicability of general terms and conditions to which documents originating from the client refer are hereby expressly excluded.

Article 4 - Establishment contract of assignment

- a. An agreement is only established after the assignment has been accepted by Jonkers & Van Gemert advocaten.
- b. All work accepted by Jonkers & Van Gemert advocaten is carried out on the basis of an assignment agreement with Mr. R. Jonkers or mr. Van Gemert.
- c. Jonkers & Van Gemert advocaten accepts assignments, including any follow-up assignments, additional and changed assignments, only subject to the applicability of these general terms and conditions.
- d. All assignments are, with the exclusion of articles 7: 404 of the Dutch Civil Code and 7: 407 paragraph 2 of the Dutch Civil Code, deemed to be exclusively commissioned and accepted by Jonkers & Van Gemert advocaten for the benefit of the client.
- e. The acceptance of the assignment is done in writing by signing the contract of assignment by the lawyer or by written confirmation of the acceptance of the assignment by letter, fax or e-mail.

Article 5 - Execution of agreement

- a. The obligations arising from the agreement shall apply from the written confirmation by Jonkers & Van Gemert advocaten to the client.
- b. The client accepts the fact that Jonkers & Van Gemert advocaten must respect the legal rules and regulations imposed by the Bar Association in the application of the practice.
- c. Assignments are performed exclusively for the benefit of the client and not for the benefit of third parties. Third parties cannot derive any rights from the work performed and the results thereof.
- d. If Jonkers & Van Gemert advocaten considers this to be useful or necessary, Jonkers & Van Gemert advocaten is at all times authorised to have third parties assist in carrying out the work, or to have the work or part of it carried out by third parties (including foreign lawyers, accountants, insurance-experts, tax-experts, bailiffs, experts, consultants or service providers). Jonkers & Van Gemert advocaten will exercise due care when engaging third parties. Jonkers & Van Gemert advocaten is not liable for errors or shortcomings of these third parties. Mentioned use always takes place at the expense and risk of the client.
- e. Assignments to Jonkers & Van Gemert lawyers result in obligations of best effort, not in obligations of result.

f. Contracts agreed with Jonkers & Van Gemert advocaten in the context of assignments are considered as target dates, not as deadlines.

g. Jonkers & Van Gemert advocaten has the authority to cancel the assignment if the lawyer is not prepared to carry out the assignment according to the wishes of the client for serious reasons and on reasonable grounds.

Article 6 - Obligations of the client

a. The client shall ensure that all data of which Jonkers & Van Gemert advocaten, or of which the client should reasonably understand, that these are necessary for the execution of the agreement, will be provided to the office in time.

b. The client guarantees the accuracy, completeness and reliability of the information, data and documents made available to Jonkers & Van Gemert advocaten, even if these come from third parties.

c. If the data referred to in the previous paragraph and required for the execution of the agreement have not been provided to the office in time, Jonkers & Van Gemert advocaten has the right to suspend the execution of the agreement and / or the additional costs arising from the delay, according to the usual rates to the client. If Jonkers & Van Gemert lawyers ends the agreement with the client it will do so diligently in order to minimize the damages for the client.

Article 7 - Honorarium and declaration

a. Unless expressly agreed otherwise in writing, assignments will be carried out on an hourly basis at the usual hourly rates of Jonkers & Van Gemert advocaten (except for governmental subsidised legal aid). VAT will be calculated on the amount thus obtained. In special cases, such as in urgent cases and cases with considerable interest, the aforementioned usual rates may be deviated from in consultation with the client.

b. Jonkers & Van Gemert advocaten reserves the right to adjust the agreed hourly rates annually on January 1st.

c. In addition to the fee, Jonkers & Van Gemert advocaten will charge disbursements and other costs that the activities bring with them to the client. The disbursements consist of the actual costs incurred by Jonkers & Van Gemert advocaten for the client in the context of the assignment (such as court fees, bailiff costs, costs of external experts, travel and accommodation costs, translation costs, excerpts, etc.).

d. Except insofar as otherwise ensues from the nature of the work and subject to further claim, the fee and the costs are charged to the client by means of interim invoices. This does not affect the possibility that invoices are sent to the client at other times for work already performed or costs incurred. The client always has the right to request a detailed timesheet of the activities performed by Jonkers & Van Gemert advocaten.

e. Jonkers & Van Gemert advocaten can demand payment of an advance payment in connection with fees and disbursements owed by the client, or expenses that have to be incurred for him, before commissioned by the client, if the nature of the case so requires. Work will be commenced or continued. Any advances paid will be settled with the (final) declaration.

f. Jonkers & Van Gemert advocaten can also agree on a total price agreement with the client, which is then explicitly stated in the written contract.

Article 8 - Subsidised legal aid

a. For agreements that are entered into on the basis of the legal system of subsidised legal aid ('toevoeging'), the client does not owe the lawyer's fee. Instead, the client owes a personal contribution to be determined by the Dutch Board of Legal Aid, which own contribution is based on the income and capital of the client (and their partner) in the reference year (= in principle the year of application minus two).

b. When entering into the first agreement, the lawyer examines on the basis of the financial information provided by the client whether they are eligible for subsidised legal aid. The client is responsible for the correctness of the (verbally) provided information. When in doubt, an addition is requested as a precaution.

c. If the financial situation of the client changes in the meantime or in a subsequent agreement, the client is obliged to report this immediately to the lawyer.

d. The lawyer is always entitled to demand payment of an advance from the client as long as the legal aid is not performed on the basis of subsidised legal aid. The amount of the advance will be determined in consultation with the client.

e. Registry fees or standing charges, costs of witnesses and experts, excerpts from the public registers, telegrams, international telex, international telefax, international telephone conversations and role transactions in cases handled by the subdistrict court are not covered by the Council Legal assistance issued addition and are passed on to the client.

f. If the Dutch Board of Legal Aid rejects or withdraws the application for subsidised legal aid, the client shall owe the lawyer's fee, disbursements and other costs that the work involves as stipulated in the previous article.

Article 9 - Payment

a. Claims, other interim invoices and final invoices must be paid no later than 14 days after the invoice date.

b. Advance payment invoices must be paid immediately.

c. Aforementioned periods are fatal terms as referred to in art. 6:83 sub a of the Dutch Civil Code. If payment does not take place within this period, the client is legally in default. In that case, the client will owe legal interest on the outstanding amount with effect from the fifteenth day after the date of the invoice.

d. Jonkers & Van Gemert advocaten is in that case immediately entitled to suspend the execution of the work without this leading to any liability for damages of Jonkers & Van Gemert advocaten. If payment after the expiry of the term of payment as mentioned above fails and Jonkers & Van Gemert advocaten proceeds to extrajudicial collection measures, the client will owe extrajudicial collection costs. If Jonkers & Van Gemert lawyers ends the agreement with the client it will do so diligently in order to minimize the damages for the client.

e. Payments must be made by transfer of the amount owed to the bank account number stated on the invoice or to the office of Jonkers & Van Gemert advocaten by means of a legal tender.

f. If the client is unable to pay the (fully) due amount within the term of payment referred to in the first paragraph, he will request a payment arrangement, motivated and substantiated, before the expiry of the payment term. If Jonkers & Van Gemert advocaten agrees to a payment arrangement, it will be confirmed in writing at all times. Payment arrangements must

be strictly complied with by the client, under penalty of forfeiture, whereby the amount due will be immediately due and claimable again.

g. In the event of liquidation, (imminent) bankruptcy or suspension of payment of the client, the obligations of the client are immediately due and payable in full.

Article 10 – Reclaims

a. Reclaims regarding declarations/invoices have to be – on the penalty of nullity – submitted in writing within 14 days after the due date of the invoice.

b. Reclaims regarding compliance of the agreement have to be – on the penalty of expiration – submitted in writing within 30 days after the ending of the assignment.

Article 11 - Third party funds

Jonkers & Van Gemert lawyers does not possess a third party fund ("Stichting Beheer Derdengelden) to receive manage funds or assets for clients.

Article 12 - Liability

a. Jonkers & Van Gemert advocaten is not liable for damage of any nature, caused by incorrect and / or incomplete information provided by the client.

b. Jonkers & Van Gemert advocaten is not liable for damage resulting from a suspension of work for the client, if this suspension is the result of the client's failure to timely pay the invoices from the office. If Jonkers & Van Gemert lawyers ends the agreement with the client it will do so diligently in order to minimize the damages for the client.

c. Third parties cannot derive any rights from the content of the work performed. The client indemnifies Jonkers & Van Gemert advocaten against claims of third parties who claim to have suffered damage by or in connection with activities performed by Jonkers & Van Gemert advocaten on behalf of the client. The client is obliged to pay the reasonable costs of defence against such claims to Jonkers & Van Gemert advocaten.

d. Jonkers & Van Gemert advocaten is not liable for any shortcomings of activities carried out by third parties in connection with the agreement.

e. In the event that the third parties engaged by Jonkers & Van Gemert advocaten limit their liability, Jonkers & Van Gemert advocaten is entitled to, without prior consultation and also on behalf of the client, accept a possible limitation of liability (or exclusion) on behalf of the client.

f. Any liability of Jonkers & Van Gemert advocaten is limited to the amount paid out under the professional liability insurance taken out by Jonkers & Van Gemert advocaten. Information about the professional liability insurance is sent on request.

g. Jonkers & Van Gemert advocaten is insured for professional liability at HDI Global SE. The details of this insurer can be consulted via www.hdi.global. The coverage is limited to EUR 500,000 per claim. The cover only covers liability for matters within the Netherlands.

h. Limitations of liability in favour of Jonkers & Van Gemert advocaten also serve the benefit of all those who work for Jonkers & Van Gemert advocaten, whether or not by virtue of an employment contract.

i. Jonkers & Van Gemert advocaten is not liable for damage resulting from the use of (electronic) means of communication,

including damage as a result of non-delivery or delay in the delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software or equipment used for electronic communication and transmission of viruses and other malicious software. Furthermore, Jonkers & Van Gemert advocaten cannot guarantee the confidentiality of (electronic) means of communication.

j. Although Jonkers & Van Gemert has put great effort in building and maintaining the content of the website www.jonkersvangemert.nl, Jonkers & Van Gemert advocaten does not accept any liability for the consequences of inaccuracies or incompleteness thereof. Information on this internet site is for information purposes only. The data cannot be interpreted or used as professional advice (legal or otherwise). No responsibility is accepted for actions / actions that are based on data derived from this website.

Article 13 - Intellectual property rights

Without prior written permission, the client is not permitted to reproduce, publish and / or exploit third-party advice, contracts or other products produced by or on behalf of Jonkers & Van Gemert advocaten.

Article 14 - Archiving

Unless otherwise provided by law or specific regulations of the Dutch Bar association, original documents will be offered to the client at the latest after the end of the assignment, against payment of the actual costs to be incurred for sending the documents. Relevant files will be kept for seven years after the date of closure, after which Jonkers & Van Gemert advocaten will have the right to destroy the file.

Article 15 - Office complaints regulation

a. This office complaints procedure applies to every assignment contract between the office and the client. The office and associated lawyers are responsible for handling complaints in accordance with the office complaints regulations mentioned in this article. The office complaints procedure also applies to all work performed by persons working under the responsibility of the lawyer.

b. Jonkers & Van Gemert advocaten informs the client before entering into the contract of engagement that the office applies an office complaints procedure and that this applies to the service provision.

c. The filing of an official complaint is made in writing by addressing a letter of complaint to "the complaints officer of Jonkers & Van Gemert advocaten".

d. If the office is approached with a complaint, the complaint will be forwarded to J.W.C. Bruins, who acts as a complaints officer. The complaints officer notifies the person who is the subject of the complaint about the filing of the complaint and gives the complainant and the person against whom the complaint has been made an opportunity to explain the complaint.

e. The person about whom the complaint is made will try to find a solution together with the complainant, before or after the intervention of the complaints officer.

f. The complaints officer is responsible for the timely handling of the complaint. The complaints officer will handle the

complaint within four weeks of receipt or will inform the complainant about deviating from this period, stating the reasons for the decision on the complaint.

g. The person complained about keeps the complaints officer informed about possible contact and a possible solution. The complaints officer keeps the complainant informed about the handling of the complaint. The complaints officer keeps the complaint file. The complaints officer periodically reports on the handling of the complaints and makes recommendations to prevent new complaints and to improve procedures.

h. The complaints officer informs the complainant and the person about whom the complaint is made in writing of the opinion on the validity of the complaint, whether or not accompanied by recommendations. If the complaint has been handled satisfactorily, the complainant, the complaints officer and the person who is the subject of the complaint will sign the decision on the merits of the complaint.

i. The complaints officer and the person who is the subject of the complaint will observe confidentiality during the complaint handling.

j. The complainant does not owe any compensation for the costs of handling the complaint.

k. Complaints as referred to in Article 1 sub h of these general terms and conditions that have not been resolved after being dealt with, will be submitted to the Dutch Disputes Committee for the Legal Profession.

Article 16 – Dutch Disputes Committee for the Legal Profession

a. If the complainant and the complaint officer cannot come to a resolution of the complaint, the complainant can turn to the Dutch complaints and disputes committee for a binding decision.

b. The complainant can submit a complaint to the Dutch Disputes Committee for the Legal Profession (in Dutch: 'geschillencommissie advocatuur') by contacting this organisation in writing.

c. Disputes are settled by means of an arbitration agreement, referred to in Article 1020 of the Dutch Code of Civil Procedure or by means of a settlement agreement, as referred to in Article 900 of Book 7 of the Dutch Civil Code.

d. If the Disputes Committee for the Legal Profession does not have jurisdiction, the complainant can turn to the Dutch civil court.

e. If the complainant submits a complaint to the Disputes Committee for the Legal Profession, the regulations of the Disputes Committee for the Legal Profession is applicable.

f. Jonkers & Van Gemert advocaten can submit unpaid invoices to the Disputes Committee for the Legal Profession for collection.

g. Article 12 of the General Terms and Conditions of Jonkers & Van Gemert advocaten is unaffected.

Article 17 - Applicable law and choice of forum

Only Dutch law applies to the legal relationship between the client and Jonkers & Van Gemert advocaten. All disputes will - besides or instead of the aforementioned dispute procedure - only be submitted and settled by the competent court in Utrecht, unless otherwise agreed in writing.