

General terms and conditions

Taylor Wessing N.V.

1. General

- 1.1 Taylor Wessing is a trade name of Taylor Wessing N.V., having its registered office in Eindhoven, the Netherlands, and recorded in the trade register of the Chamber of Commerce in Eindhoven as number 17282726. These general terms and conditions can be found at www.taylorwessing.com.
- 1.2 Replacing the provisions of articles 7:404, 7:407 subsection 2 and 7:409 Dutch Civil Code all instructions are exclusively accepted and performed by Taylor Wessing. Taylor Wessing will be the sole contracting party of the client ("the Client").
- 1.3 These general terms and conditions are and will be applicable to all current and new agreements between Taylor Wessing and the Client and furthermore to all (legal) acts by Taylor Wessing with, for or in relation to the Client. All stipulations in these general terms and conditions are also made for the benefit of individuals involved in the performance of the instructions and/or individuals having any liability in connection with such performance. These general terms and conditions constitute an irrevocable third-party clause for the benefit of all lawyers, consultants and associates of Taylor Wessing.

2. Relationship Taylor Wessing - the Client

- 2.1 Taylor Wessing will use its best endeavours to perform the agreement with the Client with the care and expertise required. The agreement will be performed for the benefit of the Client only. The Client will provide to Taylor Wessing, both when requested and of its own accord, all information that may be relevant for the correct implementation of the agreement. The Client vouches for the accuracy and completeness of all information provided to Taylor Wessing.
- 2.2 The Client is deemed to have given the instruction to third parties called in by Taylor Wessing for the Client's benefit, notwithstanding the rules of conduct of professional organisations. Taylor Wessing is authorised to accept a restriction of liability when calling in third parties on behalf of the Client. The applicability of article 6:76 Dutch Civil Code is excluded.

3. Liability Taylor Wessing

- 3.1 The Complaints Procedure Taylor Wessing N.V. is applicable to all services rendered by Taylor Wessing. Details in the complaints procedure can be found at www.taylorwessing.com. As soon as the Client has discovered or should reasonably have discovered possible grounds for Taylor Wessing's liability, it will be bound to communicate in writing and properly substantiated by evidence the existence of such claim on Taylor Wessing to Taylor Wessing without delay though in any case within three months, on pain of forfeiture of its claim. Each claim on Taylor Wessing will lapse one year after the Client communicated or should have communicated its claim unless such claim has been taken to court.
- 3.2 The liability of Taylor Wessing and that of all its lawyers, consultants and associates in person will at all times be restricted to the amount paid out under the (professional) liability insurance policy/ies in the event concerned to be increased by the excess not chargeable to these insurance companies under the policy conditions.

- 3.3 Taylor Wessing will never be liable for indirect damage and/or consequential damage. Taylor Wessing's liability will never exceed the provisions of these general terms and conditions. Any parties other than the Client cannot derive any rights from the agreement and its (non) performance. The Client indemnifies Taylor Wessing against any and all third party claims.

- 3.4 During the performance of the instructions Taylor Wessing and the Client may communicate via electronic mail. Taylor Wessing and the Client will not be liable to each other for any losses arising from the use of electronic mail on the proviso that both parties will take all steps reasonably required to avoid any risks such as the spreading of viruses.

4. Fees

- 4.1 Taylor Wessing's fees will in principle be calculated on the basis of the number of hours spent on the case multiplied by the applicable hourly rate, increased by a fixed compensation for office costs and any expenses incurred. Taylor Wessing will be entitled to change its hourly rate and the expenses charged from time to time, which in principle will take place as per 1 January. Any changes will apply even if not communicated in advance. Taylor Wessing is at all times entitled to require a retainer from the Client.
- 4.2 Taylor Wessing's invoices must be settled within 14 days following the invoice date, or without delay in the event of any shortcoming of the Client. The Client will be required to make any objections against the contents of the invoice to Taylor Wessing in writing in time, i.e. within 30 days of the invoice date, failing which any claims will lapse. The Client will not be entitled to set off or suspend performance. All (extra)judicial collection charges incurred by Taylor Wessing relating to collection of its claims will be charged to the Client. These are set at 15% of the principal for corporate clients and for private clients at the amount owed under the BIK (extrajudicial collection costs scale).
- 4.3 In the event Taylor Wessing performs work for several parties all such parties will be jointly and severally liable for the discharge of their obligations in relation to Taylor Wessing.

5. Miscellaneous

- 5.1 Any processing of personal details by Taylor Wessing, whether in relation to the performance of instructions or otherwise, will take place in accordance with the External Privacy Statement Taylor Wessing N.V., which can be found at www.taylorwessing.com. By signing the agreement the Client consents to automatic processing of any personal details collected and to be collected by Taylor Wessing.
- 5.2 Taylor Wessing is bound by statutory regulations to inter alia establish and monitor the identity of the Client and any Ultimate Beneficial Owner(s) pursuant to the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet te voorkoming van witwassen en financieren van terrorisme (Wwft)*). The Client acknowledges it is familiar with and agrees to this policy and to provide all details required when requested.

- 5.3 In certain cases Taylor Wessing is bound by statutory provisions to report:
- a. any unusual transactions (Wwft) (contemplated) during the performance of the instructions to the relevant authority/authorities;
 - b. any cross-border (tax) structure within the meaning of EC Directive 2018/822 either set up or contemplated (In certain circumstances this duty to report may rest with the client) to the relevant authority/authorities without delay.

The client confirms it is aware of, and agrees to, the foregoing and that it will provide all required information. Taylor Wessing will never be liable for any adverse effects of any report made by Taylor Wessing, even if such report turns out to be unfounded in retrospect, unless the Client proves the reporting was unacceptable in the circumstances according to the standards of reasonableness and fairness. In the latter case the restriction of losses provided for in article 3.2 will be applicable. The Client indemnifies Taylor Wessing against all third-party claims arising from application of the provisions concerned by Taylor Wessing.

- 5.4 Current and future intellectual or industrial property rights relating to the performance of the agreement are exclusively vested in Taylor Wessing and are its exclusive property. The Client may not remove and/or change any notice relating to copyrights, trademarks, trade names and/or other intellectual or industrial property rights, including notices regarding the confidential nature and non-disclosure. The Client is furthermore prohibited from duplicating, publishing or exploiting any of Taylor Wessing's products including lawyer opinions, reports, processes and (model) contracts, in the broadest sense of the term, whether or not by calling in third parties, without the prior written permission of Taylor Wessing.
- 5.5 Any provision of the agreement and these general terms and conditions that should turn out to be (fully or partly) invalid or unenforceable is hereby replaced by a valid and enforceable provision having the same purport as the invalid or unenforceable provision as much as possible. As far as necessary the parties will confer in good faith on the exact phrasing of the provision replaced.
- 5.6 The agreement and these general terms and conditions are governed by Dutch law to the exclusion of any other legal systems that may be applicable. Neither party will make any communications to third parties concerning any disputes relating to or arising from the agreement. Any disputes will be exclusively brought before the competent court (District Court Oost-Brabant, the Netherlands) subject to mandatory jurisdiction rules.

Eindhoven, 1 October 2020