

**GENERAL TERMS AND CONDITIONS OF DE BRAUW BLACKSTONE WESTBROEK N.V.
AND OF DE BRAUW BLACKSTONE WESTBROEK LONDON B.V. AND DE BRAUW BLACKSTONE WESTBROEK SINGAPORE PTE LTD.**

1 GENERAL TERMS AND CONDITIONS

1.1 General

- (a) These general terms and conditions apply to every agreement for services between a Client and De Brauw.
- (b) In these terms and conditions:
"De Brauw" means De Brauw Blackstone Westbroek N.V.;
"Client" means the person engaging De Brauw to provide services; and
"Person Affiliated with De Brauw" means every lawyer (*advocaat*), civil law notary, candidate civil law notary or tax lawyer and every other person working at De Brauw or at a subsidiary of De Brauw (regardless of whether this is on the basis of an employment agreement or on any other basis, and including persons working in the FlexPool of De Brauw), every subsidiary of De Brauw, every shareholder of De Brauw, and Stichting Beheer Derdengelden De Brauw Blackstone Westbroek. Persons Affiliated with De Brauw include persons formerly affiliated with De Brauw and legal successors of Persons Affiliated or formerly affiliated with De Brauw.
- (c) These general terms and conditions are available in Dutch and English. Both versions have the same legal force.
- (d) The information to be disclosed pursuant to article 6:230b of the Dutch Civil Code (*Burgerlijk Wetboek*) or, for notarial services provided to individuals pursuant to the rules of the Royal Dutch Association of Civil-law Notaries, can be found on www.debrauw.com/legal-information/.

1.2 Engagement

- (a) An agreement for services between a Client and De Brauw will only come into existence when De Brauw or a lawyer, civil law notary, candidate civil law notary or tax lawyer working at De Brauw accepts a Client's instructions.
- (b) A Client's engagement of a Person Affiliated with De Brauw will not result in an agreement with that person or with any other Person Affiliated with De Brauw.
- (c) If the Client requests that, as part of the engagement, work be carried out or continued by a specific Person Affiliated with De Brauw, De Brauw shall meet that request where possible, taking into account the limitations imposed by De Brauw's business and the demands of its other Clients. Articles 7:404 and 7:409 of the Dutch Civil Code will not apply.
- (d) If De Brauw is engaged to provide services together with another person, legal entity or firm, De Brauw will only be liable for the performance of those obligations that are explicitly De Brauw's obligations. Article 7:407(2) of the Dutch Civil Code will not apply.
- (e) The Client shall provide De Brauw with any information, which De Brauw, its shareholders or subsidiaries, third parties or banks engaged by it/them, need in order to meet any obligations to establish the identity of Clients and persons affiliated with Clients, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*). De Brauw has an obligation to report unusual transactions to the authorities.
- (f) Under Council Directive (EU) 2018/822 of 25 May 2018, De Brauw is obliged to file information on reportable cross-border arrangements with the tax authorities in certain circumstances.

1.3 Invoice

- (a) The Client will owe De Brauw the agreed fee. If no fee has been agreed, the Client will owe a fee based on De Brauw's standard rates.
- (b) Expenses incurred by De Brauw (including courier, travel and accommodation costs, registration and court fees, and costs, including interest, charged by persons not affiliated with De Brauw and banks) will be for the Client's account.
- (c) Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided De Brauw with a valid VAT number, or is established outside the European Union.
- (d) The Client may notify De Brauw of any objections to an invoice for thirty days after the date of the invoice. If the Client fails to do this, the invoice will be deemed to have been accepted.
- (e) The Client shall pay all invoices within thirty days of the invoice date.

1.4 Liability

- (a) De Brauw's liability is limited to the amount that is paid out for the relevant claim under De Brauw's insurance, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to EUR 5,000,000.
- (b) Every compensation claim will expire one year after the date on which the Client became aware of the damage and of De Brauw's liability for the damage.
- (c) The professional liability of every lawyer, civil law notary, candidate civil law notary and tax lawyer working at De Brauw and its subsidiaries is limited as set out in the first sentence of paragraph (a) above. Any other liability on their part and on the part of other Persons Affiliated with De Brauw is excluded. This paragraph is an irrevocable third-party clause for the benefit of every Person Affiliated with De Brauw.
- (d) The Client indemnifies De Brauw and all Persons Affiliated with De Brauw against any claims made by third parties and any other damage suffered by De Brauw or a Person Affiliated with De Brauw in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under De Brauw's insurance, plus the applicable excess. 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 De Brauw.

1.5 Engaging third parties

- (a) In providing the services, De Brauw may engage persons not affiliated with De Brauw (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. De Brauw may engage those persons in its own name or, as an authorised representative, in the Client's name.
- (b) The Client is bound by the conditions agreed between De Brauw (in its own or the Client's name) and the other persons engaged by De Brauw. De Brauw is not liable for any damage caused by any action or omission of other persons engaged by it.

- (c) If De Brauw holds funds of a Client or a third party, the Client is bound by the conditions imposed by the bank holding the funds. De Brauw is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Beheer Derdengelden De Brauw Blackstone Westbroek holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden De Brauw Blackstone Westbroek.
- (d) Paragraphs 1.8(a) and (c) above apply equally to non-contractual obligations of Persons Affiliated with De Brauw that arise out of, or are connected with, the agreement for services. This paragraph is an irrevocable third-party clause for the benefit of every Person Affiliated with De Brauw.

1.6 Confidentiality and files

- (a) De Brauw and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services. De Brauw and the Client shall take reasonable measures to ensure that Persons Affiliated with De Brauw do the same.
- (b) The first sentence of paragraph (a) above does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of De Brauw, where disclosure is desirable with a view to providing the services.
- (c) De Brauw shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, De Brauw may destroy documents without notifying the Client.

1.7 Termination of the engagement

- (a) The Client may terminate the engagement at any time, but only by giving written notice to its contact at De Brauw.
- (b) De Brauw may terminate the engagement by giving the Client fourteen days' prior notice, or immediate notice if the Client does not pay an invoice within thirty days of the due date, but always only by giving notice in writing.
- (c) If the engagement is terminated, the Client will owe the fees for the work carried out by De Brauw before the end of the engagement and for any subsequent work that De Brauw may need to do in order to transfer the matter to the Client or a third party.

1.8 Governing law; complaints and disputes

- (a) The agreement for services (including paragraph (c) below) and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- (b) De Brauw's complaints procedure – which can be found on www.debrauw.com – applies to work carried out by any Persons Affiliated with De Brauw. In addition, the Complaints and Disputes Procedure Regulation of the Royal Dutch Association of Civil-law Notaries (*Verordening Klachten- en geschillenregeling van de Koninklijke Notariële Beroepsorganisatie*) – which can be found on <http://wetten.overheid.nl/jci1.3:c:BWBR0032565&z=2015-10-18&q=2015-10-18> – applies to notarial work carried out by any De Brauw civil law notaries and candidate civil law notaries. Information about the latter procedure can be found on www.degeschillencommissie.nl.
- (c) Subject to paragraph 1.8(b) above, the Amsterdam District Court, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.

2 AGREEMENTS FOR SERVICES WITH DE BRAUW LONDON AND DE BRAUW SINGAPORE

- (a) In these general terms and conditions, "**De Brauw London**" means De Brauw Blackstone Westbroek London B.V., and "**De Brauw Singapore**" means De Brauw Blackstone Westbroek, Singapore Pte Ltd.
- (b) If a request for services is accepted by De Brauw London, De Brauw Singapore, or a lawyer, civil law notary, candidate civil law notary or tax lawyer working in either of those offices, an agreement for services will be entered into between the Client and De Brauw London or De Brauw Singapore, respectively.
- (c) These general terms and conditions apply equally to any agreement for services between a Client and De Brauw London or De Brauw Singapore.
- (d) In so applying these general terms and conditions, any references to "**De Brauw**" will, where appropriate, be read as references to De Brauw London or, as the case may be, De Brauw Singapore, references to the "**Client**" will be read as references to the person who has engaged De Brauw London or De Brauw Singapore to provide services, and "**Persons Affiliated with De Brauw**" will also mean De Brauw.

3 PERSONAL DATA

- (a) Terms defined in the General Data Protection Regulation ("**GDPR**") have the same meaning in this article 3.
- (b) The Client shall indemnify De Brauw and all Persons Affiliated with De Brauw against any claims made by third parties and any other damage suffered by De Brauw or a Person Affiliated with De Brauw in connection with an alleged unlawful processing of personal data in the course of the engagement, to the extent that De Brauw has received these personal data from the Client or at the Client's instruction.
- (c) The Client shall provide the data subject with the information on the processing of personal data in the course of the engagement as required under the GDPR. The Client will do so within the applicable term under the GDPR. De Brauw shall be the contact point for data subjects exercising their rights under the GDPR towards De Brauw.
- (d) Each of the parties shall inform the other without undue delay after having become aware of a personal data breach in connection with personal data processed in the course of the engagement. The Client and De Brauw will consult with each other before submitting any notification to supervisory authorities and data subjects.
- (e) Each of the parties shall inform the other without undue delay after having become aware of an investigation of a supervisory authority in connection with personal data being processed in the course of the engagement.