

**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.
APPLICABLE TO ALL DE BRAUW OFFICES**

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;
"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 (on the basis of an employment agreement or otherwise, including in the De Brauw FlexPool), every De Brauw subsidiary, every De Brauw shareholder, 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; and
"person" means legal entity or natural person.
- (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 engagement for services.
- (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, 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 that De Brauw, its shareholders or subsidiaries, or third parties or banks engaged by it/them may need 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 Dutch legislation implementing Council Directive (EU) 2018/822, De Brauw is required to provide information on reportable cross-border arrangements to 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 (such as 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 has thirty days after the invoice date to notify De Brauw of any objections to the amount 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 deductible. Liability for damage caused by an event not covered by any insurance is limited to EUR 5 million.
- (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 1.4(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 deductible. The indemnification does not apply if the claim or damage arises from willful misconduct or gross negligence (*opzet of bewuste roekeloosheid*) at De Brauw's end. 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 it engages.
 - (c) If De Brauw holds the funds of a client or of 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.
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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 them do the same.
- (b) The first sentence of paragraph 1.6(a) 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 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 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 1.8(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), the Amsterdam District Court in the Netherlands has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes about its existence and its validity and any non-contractual obligations.
- (d) Paragraphs 1.8(a) and (c) 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.

- (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 applying these general terms and conditions, any references to "**De Brauw**" will, where appropriate, refer to De Brauw London or, as the case may be, De Brauw Singapore, and references to "**client**" will refer 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 (EU) 2016/679 ("**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 during the engagement, to the extent that De Brauw has received the 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 during the engagement as required under the GDPR. The client shall do so within the applicable term under the GDPR. De Brauw will be the contact point for data subjects exercising their rights under the GDPR towards De Brauw.
- (d) After becoming aware of a personal data breach in connection with personal data processed during the engagement, the client and De Brauw shall inform each other without undue delay. The client and De Brauw will consult with each other before submitting any notification to supervisory authorities and data subjects.
- (e) The client and De Brauw shall inform each other without undue delay of any investigation by a supervisory authority in connection with personal data being processed during the engagement.