

**GENERAL TERMS AND CONDITIONS
OF LEXENCE N.V.**

1. These General Terms and Conditions are applicable to all agreements, regardless of their nomenclature, with LEXENCE N.V., a public company incorporated under the laws of the Netherlands, registered in the Trade Register of the Amsterdam Chamber of Commerce under number 34191068 (hereinafter also referred to as: **LEXENCE**). The applicability of other general terms and conditions, such as those of LEXENCE's opposite party (hereinafter also to be referred to as: the **CLIENT**), is expressly rejected.
2. These General Terms and Conditions may be invoked by all (legal) persons who are or were in any way involved in agreements entered into with LEXENCE by the CLIENT or for whose acts or omissions LEXENCE could otherwise be liable, along with their heirs (hereinafter also to be referred to as: the **BENEFICIARIES**), including, but not limited to:
 - a) (legal) persons who are or were (indirect) shareholders of LEXENCE;
 - b) Stichting Deringelden Lexence Advocatuur, having its registered office in Amsterdam;
 - c) (legal) persons who, at any time, are or were an authorised representative, director or employee of LEXENCE or the BENEFICIARIES.Every reference in these General Terms and Conditions to LEXENCE is, as the case arises, also a reference to the BENEFICIARIES.
3. The CLIENT exclusively derives claims against LEXENCE from the agreement and the CLIENT waives the right to sue the BENEFICIARIES due to wrongful act or any legal ground whatsoever. Article 7:404 (that provides a rule for the event the intention is for an assignment to be performed by a particular person), Article 7:407(2) (that creates joint and several liability for the event an assignment is given to two or more individuals) and Article 7:409 (stipulating that if an assignment has been granted with a particular individual in mind, the assignments ends a result of that individual's death) of the Dutch Civil Code are not applicable. The use of the term "partner" by individuals who are (indirect) shareholders of LEXENCE or are affiliated with LEXENCE in some other manner, for example in salaried employment, does not change the fact that said individuals solely represent LEXENCE when performing their work.
4. To the extent necessary, the provisions in Articles 2 and 3 constitute a third party beneficiary clause within the meaning of Article 6:253 of the Dutch Civil Code for the benefit of the BENEFICIARIES, which clause is hereby accepted by LEXENCE acting as agent on behalf of the BENEFICIARIES.
5. LEXENCE's total liability in connection with an attributable failure in the performance of an agreement, wrongful act or any legal ground whatsoever is (cumulatively) limited to the amount paid out in the relevant matter under the liability insurance taken out by LEXENCE, increased with the amount of the deductible excess which, according to the policy conditions, is not for the insurers' account (own risk). If, for any reason whatsoever, no payment is made under the aforementioned insurance, each instance of liability is limited to EUR 100,000 or, if the fee charged by LEXENCE in the relevant instance is higher, to a sum equal to that fee (exclusive of VAT), with a maximum of EUR 200,000. Every claim against LEXENCE becomes time barred 12 months after the damaged party was aware of or should have been aware of the harmful event.
6. In connection with its services, LEXENCE is authorised to procure the services of third parties, such as authorised representatives, bailiffs, research agencies, collection agencies, accountants, tax specialists, the land registry, Chamber of Commerce, law firms and/or civil-law notary firms, etc. (hereinafter to be referred to as: **THIRD PARTIES**). The costs related in any way to the work performed for the CLIENT by the THIRD PARTIES will be charged to the CLIENT. LEXENCE is not liable for any shortcomings or wrongful acts by the THIRD PARTIES. It is possible that THIRD PARTIES engaged by LEXENCE in connection with the performance of an assignment will want to limit their liability. LEXENCE presumes, and if necessary, herewith stipulates, that all assignments given to it by CLIENTS entail the authority to accept such a limitation of liability also on behalf of those CLIENTS.
7. LEXENCE invoices on a monthly basis. The payment term is 14 days after the invoice date. The CLIENT waives all rights to invoke suspension or set-off.
8. The legal relationship with and the provision of services by LEXENCE are governed by Dutch law. Disputes ensuing from or related to said legal relationship and/or provision of services will be adjudicated exclusively by the District Court of Amsterdam, without prejudice to the authority of the bodies of the Netherlands Bar Association and the Royal Dutch Association of Civil-law Notaries. The provision of notarial services by LEXENCE is subject to the Complaints and Dispute Settlement Scheme for the Notarial Profession (*Klachten- en geschillenregeling Notariaat*) (www.knb.nl and www.degeschillencommissie.nl). The Lexence Firm Complaints Procedure (*Lexence Kantoorklachtenregeling*) is applicable to the provision of attorney and tax-related services (www.lexence.com).

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