

GENERAL TERMS AND CONDITIONS
TAXTURE LEGAL B.V.

1. These are the general terms and conditions of Taxture Legal B.V. (hereinafter the “**BV**”). The BV is a private limited liability company with its statutory seat in Amsterdam and registered with the Trade Register of the Chamber of Commerce under number 83621512.
2. All assignments (including follow-on and supplemental assignments) are governed by these Standard Terms of Engagement and the relevant agreement letter with the BV.
3. Shareholders and other persons who are authorised to accept assignments on behalf of the BV are also referred to as “**Partners**”. A list of the Partners and other persons employed by the BV will be provided upon request.
4. Any assignment is given to the BV and not to any individual person associated with the BV (such as a joint venture partner, a Partner, or such as an employee, advisor, subsidiary company, group company or associated company of the BV or of a joint venture partner or of a Partner – such persons are referred to as being “**associated**”). This includes any assignment that is to be performed by a specific person so associated with the BV. The application of sections 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.
5. If, in the course of an assignment, an event occurs (including a failure to act) that could lead to any liability on the part of the BV, such liability shall be limited to the amount that is paid out in the matter concerned under the professional indemnity insurance of the BV, increased by the amount of the applicable deductible (*eigen risico*) borne by the BV.
6. If the BV is liable for damages to persons or property, such liability shall be limited to the amount paid out in the matter concerned under the general corporate liability insurance (AVB) of the BV, increased by the amount of the applicable deductible (*eigen risico*).
7. If, for whatever reason, no amount is paid out under either of the abovementioned insurances, the liability of the BV shall be limited to an amount equal to the fees up to a maximum amount of EUR 25,000 (exclusive of VAT and disbursements) that was invoiced to and paid by the client to the BV for the matter in relation to which the liability arose, in the year during which the event took place.
8. In the event any third party holds the BV liable in connection with services rendered by or on behalf of the BV to its client, the client shall hold the BV harmless from such liability and any costs in connection therewith, to the extent the BV’s liability to such third party exceeds what would have been its liability had the client taken action against the BV in respect of the liability towards such third party.
9. Claims for damages shall expire after a period of one year following the day on which the client became aware of the damages.
10. We may engage persons not related to the BV, where such engagement is desirable for the provision of our services (each a “**Delegate**” and jointly the “**Delegates**”). If any Delegate is engaged, you will be bound by the terms of engagement agreed by us with such Delegate.
11. If the BV engages a Delegate to perform an assignment from a client, the BV shall not be liable vis-à-vis the client for any error or omission (*fout*) made by such person. By instructing the BV, the client

authorizes the BV to accept on behalf of the client a limitation of liability stipulated by such person (i.e. Delegate).

12. These General Terms and Conditions may be relied on by the BV and each person associated with the BV, including but not limited to any legal successor under universal title of any person associated with the BV, any person formerly associated with the BV, and any legal successor under universal title of a person formerly associated with the BV.
13. The BV will process and (to the extent relevant) control all personal data it receives in the context of its business and, more specifically, services rendered to its clients in accordance with and pursuant to the General Data Protection Act (“**GDPR**”). Generally, the legal grounds on the basis of which the BV processes the relevant personal data will be one of the following: (i) a legal obligation following from applicable laws and regulations such as, amongst others, the Dutch Anti-Money Laundering and Anti-Terrorism Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*); (ii) an engagement letter or an agreement between the relevant party and the BV established otherwise, or (iii) the explicit consent by the relevant party granted to the BV. The BV has the right to apply other legal grounds for processing personal data as reflected in the GDPR. The BV will handle the personal data it receives to the extent necessary to carry out its services with due care as further described in the Privacy Statement. The privacy statement will be provided at request.
14. The BV does not have a foundation for the management of third-party funds (*stichting derdengelden*) with a third-party account (*derdengeldenrekening*) at its disposal and therefore cannot receive third-party funds for safekeeping.
15. Dutch law shall govern the legal relationship between the BV and its clients. Any dispute between the BV and a client shall be resolved in the first instance exclusively by the District Court (*rechtbank*) of Amsterdam, the Netherlands.