

GENERAL TERMS OF DILLINGER LAW B.V.

1. Dillinger Law. B.V. ("**Dillinger Law**"), having its registered office in Amsterdam (Chamber of Commerce number 66741785), is a private limited liability company under Dutch law whose objective is to practice law.
2. These general terms apply to all engagements granted to Dillinger Law, including amended, additional and/or follow-up engagements and all legal relationships between Dillinger Law and its clients arising from or in connection with said engagements, regardless of whether those services are performed in the capacity of attorney, attorney of record, legal or other assistant, bankruptcy trustee, executor, liquidator, arbitrator, third party charged with giving a binding opinion, mediator, advisor or otherwise.
3. Dillinger Law's general terms apply, inter alia, to (i) all professional companies with which Dillinger Law has or had a management agreement, including their shareholders and directors, (ii) all current and former associates and other persons who perform and/or performed work for, or are and/or were associated and/or are or were employed by, Dillinger Law and to their heirs.
4. These general terms should be read in conjunction with the appropriate engagement letter. In the event of any discrepancies between these general terms and the engagement letter, the provisions of the engagement letter will prevail. Dillinger Law is not responsible for advice or services that fall beyond the scope of the engagement described in the engagement letter.
5. All engagements will be deemed to have been granted exclusively by the client and to have been accepted and performed by Dillinger Law, even if it is explicitly or implicitly the intention that it is to be performed by a specific person. The applicability of articles 404, 407(2) and 409 of Book 7 of the Dutch Civil Code is explicitly excluded.
6. To achieve the client's objectives, it is paramount that Dillinger Law be notified by the client as soon as possible about any and all changes in the client's objectives. Clients are expected to promptly provide Dillinger Law with the information necessary to carry out their instructions. Clients are required to inform Dillinger Law immediately if and when they become

aware of any changes in the information provided or if and when new information becomes available that might have implications for the services provided by Dillinger Law.

7. Dillinger Law will perform the engagement exclusively for the client and in order to achieve the objectives specified by the client. Other persons may not use any legal advice given and/or documents drafted in connection with the performance of the engagement, nor may they rely on such advice and/or documents or use them for other purposes. As such, clients must agree not to share any details of the engagement performed with other persons and not to rely on details of the engagement for purposes other than their own.
8. The client indemnifies Dillinger Law for all claims from third parties as well as all associated costs incurred by Dillinger Law, including the costs of legal assistance, where the claims or costs ensue from the work Dillinger Law has performed for the client.
9. It is possible that laws and regulations will be amended or that changes regarding the correct interpretation or application thereof will occur after Dillinger Law has performed all or part of the engagement. Unless explicitly stated otherwise in the engagement letter, Dillinger Law is not obliged to advise the client about such amendments/changes or the resulting consequences, nor is Dillinger Law obliged to review, revise or qualify any part of the engagement, or else the entire engagement, that had already been performed at the time that the amendment/changes were made.
10. Dillinger Law is not liable for failures in performance on the part of third parties whom Dillinger Law contracts in connection with the performance of the engagement and who are not employed by Dillinger Law, including but not limited to bailiffs, investigators, specialist attorneys, attorneys associated with other firms and accountants. Insofar as is common practice or within reason, Dillinger Law will select the third parties to be contracted with input from the client. The client authorises Dillinger Law to accept any third party's limitations of liability or conditions on the client's behalf.
11. Based on prevailing legislation (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financiering van terrorisme*)), Dillinger Law is required to establish the identities of its clients and, under certain circumstances, report

unusual transactions to the authorities. The client is deemed to be aware of this and, to the extent necessary, to grant permission to do so. The client furthermore indemnifies Dillinger Law for any and all claims from third parties in respect of Dillinger Law that are associated with incorrect reports made in this connection.

12. If an unfortunate event occurs in connection with the performance of an engagement as the result of an act or omission, leading to liability on the part of Dillinger Law in respect of the client, that liability will in all instances be limited to the amount that will be paid out under Dillinger Law's professional liability insurance, plus the amount of the excess that Dillinger Law must pay in the case in question based on the insurance contract. If, for whatever reason, the insurance referred to above does not pay out any amount, Dillinger Law's liability will be limited to an amount of EUR 25,000 or, if the fee net of VAT that was paid for the performance of the engagement to which the claim relates is greater than EUR 25,000 net of VAT, an amount that is equal to the fee paid subject to a maximum of EUR 75,000. Dillinger Law rejects all liability – including for the benefit of its associated Stichting Derdengelden – that results from or is in any way related to the insolvency of, or other form of non-compliance with obligations by, any bank, financial institution or other third parties.
13. The client will owe Dillinger Law a fee for the performance of the engagement, plus disbursements (where applicable) and VAT. Unless agreed otherwise in writing, the fee will be calculated by multiplying the number of hours of work by the hourly rates established by Dillinger Law from time to time. All amounts listed are stated net of VAT. By engaging the services of Dillinger Law, the client accepts that Dillinger Law may change its rates.
14. Dillinger Law generally issues invoices to its clients on a monthly basis and invoices are payable within 30 days, calculated from the invoice date. Dillinger Law reserves the right to suspend or cancel performance of the engagement until all outstanding invoices have been paid in full if an invoice is not paid within 30 days of the invoice date. Dillinger Law rejects all liability for any and all loss and/or damage that may arise as a consequence of suspension or cancellation of the engagement. In addition, in the event of a failure to pay within the term specified above, the client will be in breach of contract without any notice of breach being required and the client will be liable to pay statutory interest within the meaning of article 119a of Book 6 of the Dutch Civil Code. If payment continues to be unforthcoming after a payment reminder has been sent, Dillinger Law will

be entitled to pass on extrajudicial collection costs to the client. The amount of the extrajudicial collection costs that must be compensated will be calculated in accordance with the graduated scale included in the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding buitengerechtelijke incassokosten*) (Dutch Bulletin of Acts and Decrees 2012, 141 and 142).

15. If the client has paid an advance on an invoice, Dillinger Law is entitled to use that advance to settle any and all outstanding invoices.
16. Any clients' funds that Dillinger Law has in its possession now or in the future for the benefit of the client will only be used to settle outstanding invoices after the client has given prior written consent to that effect, or after Dillinger Law has obtained approval from the competent professional organisation.
17. Dillinger Law reserves all intellectual and other property rights, including but not limited to copyrights and database rights, to all works and other intangible property developed, designed, generated or created in connection with the performance of the engagement from the client, including all reports, written opinions, documents, data, expert reports, working documents and all other material and documents that the client receives from Dillinger Law.
18. Dillinger Law is entitled to delete files and all documents contained in said files, including documents belonging to the client and/or third parties, from its archives and to destroy them without any further notification being required if 7 years or more have passed since the case handled by Dillinger Law was closed.
19. These general terms are available in Dutch and in English. In the event of a dispute regarding the contents or purport of these terms, the Dutch text and its interpretation under Dutch law will be binding.
20. The legal relationship between Dillinger Law and the client is governed by Dutch law. Disputes will in the first instance be settled by the competent court in Amsterdam. Failures in the performance and all claims for damages will lapse if Dillinger Law is not notified thereof in writing within 14 months of their discovery.

Amsterdam, 1 October 2016