

TERMS AND CONDITIONS (“CONDITIONS GÉNÉRALES”)

The present general terms and conditions govern the business relation of Weidema van Tol Luxembourg S.à r.l., a Luxembourg *société d’avocats* with registered address at 33, rue du Puits Romain, L-8070 Bertrange, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number RCS B 175450 and having a share capital of EUR 12,500.- (twelve thousand five hundred euros) (“**Weidema van Tol Luxembourg**”) and the clients of Weidema van Tol Luxembourg.

Weidema van Tol Luxembourg is a law firm incorporated, existing and acting under the form of a Luxembourg private limited company (*société à responsabilité limitée*) duly registered as such with the Luxembourg Bar Association (*Barreau de Luxembourg*).

These general terms and conditions contain a limitation of liability clause. The applicability of any other general terms and conditions is hereby expressly excluded unless the client signs with Weidema van Tol Luxembourg an engagement letter that expressly overrides (clauses of) the present terms and conditions.

General terms and conditions

Article 1: The agreement

These general terms and conditions set out the general terms and conditions applicable to the terms of any engagement between Weidema van Tol Luxembourg and its clients and is applicable to and shall govern the relationship between Weidema van Tol Luxembourg and its clients unless the client signs with Weidema van Tol Luxembourg an engagement letter that expressly overrides (clauses of) the present terms and conditions. These general terms and conditions have been prepared for the benefit of Weidema van Tol Luxembourg, its partners, all individuals employed by or working in association with Weidema van Tol Luxembourg, all individuals engaged by Weidema van Tol Luxembourg and generally all (other) individuals for whose acts or omissions Weidema van Tol Luxembourg may be held liable. Some individuals performing services for or on behalf of Weidema van Tol Luxembourg are referred to as “partner”. Such individuals and all persons performing professional services for Weidema van Tol Luxembourg are performing such services for the exclusive account of and at the risk of Weidema van Tol Luxembourg S.à r.l. and may in no case be held liable personally. The exact title of each professional rendering services for Weidema van Tol Luxembourg can be found on our website (www.wvant.com) or can be provided upon simple request.

Article 2: Liability

2.1. If the rendering of legal services by Weidema van Tol Luxembourg gives rise to liability, this liability shall in each case and under all circumstances be limited to the amount paid out in the case concerned under the relevant professional liability insurance policy of Weidema van Tol Luxembourg plus the deductible that is for Weidema van Tol Luxembourg's account under the relevant insurance policy in the case concerned. A copy of the current professional liability policy will be sent to the client on request.

2.2. If, for whatever reason, no payment is made by the insurance company under professional liability insurance policy referred to in 2.1. above, any liability of Weidema van Tol Luxembourg and its partners will be limited to an amount equal to three times the amount invoiced for legal fees in the case concerned, subject to a maximum amount of EUR 200,000 (two hundred thousand euros).

2.3. The instructions that have been given shall be carried out exclusively for the client. Third parties cannot derive any rights from the content of the work carried out.

2.4. The right to compensation for damages shall terminate thirty-six months after the date upon which the other contracting party discovered, or should reasonably have discovered, the occurrence of the event that caused, whether directly or indirectly, the damages for which Weidema van Tol Luxembourg is liable. This shall also apply, if compensation is claimed for damages on the grounds of a right taken over or acquired from a third party.

Article 3: Client's obligations

3.1. If the client allows a third party to take cognizance of the content of the work carried out by Weidema van Tol Luxembourg for the benefit of the client, the client shall bring these general terms and conditions to the attention of the third party and ensure that they are also accepted by this third party.

3.2. The client shall indemnify and hold harmless Weidema van Tol Luxembourg, its partners, all individuals employed by or working in association with Weidema van Tol Luxembourg and all individuals engaged by Weidema van Tol Luxembourg, against any claims by third parties who claim that they have suffered damage as a result of or in connection with the work carried out by Weidema van Tol Luxembourg on behalf of the client or against claims by third parties who claim that they have suffered damage as a result of a disclosure mistakenly made by Weidema van Tol Luxembourg, or its partners, or all individuals employed by or working in association with Weidema van Tol Luxembourg, or all individuals engaged by Weidema van Tol Luxembourg except in cases of intent or willful recklessness on the part of Weidema van Tol Luxembourg.

3.3. Payment of Weidema van Tol Luxembourg's invoices shall take place within 30 days of the invoice date, without suspension or set off. Except if the client protests promptly upon receipt of Weidema van Tol Luxembourg's invoice. Weidema van Tol Luxembourg is entitled to set off monies received for or from the client against, or use them in payment of, whatever the client owes. All judicial or extrajudicial costs connected with the collection of outstanding amounts – with a minimum of 25% over and above the amount to be collected – shall be for the client's account. Judicial costs are not limited to the nominal costs of the procedure awarded by the court, but shall be for the account of the client in full if it is judged to be in the wrong (to a preponderant degree).

Article 4: Engagement of third parties

4.1. Wherever possible and within reason Weidema van Tol Luxembourg will make its choice of third parties to be engaged in a case in consultation with the client and under observance of due care and attention. Weidema van Tol Luxembourg cannot be held liable for the acts and/or omissions on the part of such a third party, except in the case of willful intent or gross negligence on the part of Weidema van Tol Luxembourg.

4.2. To the extent that such third parties wish to limit their liability in connection with the carrying out of instructions from the client, Weidema van Tol Luxembourg shall assume and, if necessary, hereby confirms that all instructions issued to it by the client contain the (implicit) authority to accept such a limitation of liability on behalf of the client.

Article 5: Fees

Weidema van Tol Luxembourg is entitled to amend its basic hourly fee and costs charged by it for travel expenses for travel by car, air carrier or train. If the amendment involves an increase of more than 10%, or if an increase takes place within three months of the effective date of the engagement/engagement letter between Weidema van Tol Luxembourg on the one hand and the client on the other hand, the client shall be entitled to terminate the professional services agreed upon under the engagement letter/engagement acceptance. The right to terminate the professional services still to be rendered under the engagement letter/engagement acceptance lapses on the 15th day after the invoice date of the first invoice sent to the client following the increase of the basic hourly fee and/or the aforementioned costs for travel expenses.

Article 6: Money Laundering

6.1 Weidema van Tol Luxembourg is required to verify the identity (and ultimate financial beneficiary) of its clients before entering into a business relationship.

6.2 Throughout the relationship with its clients, Weidema van Tol Luxembourg is also required to report, under certain conditions required by law, suspicious activities in the event where money or property used by the client is subject to money laundering. In such a case, the legal obligation of Weidema van Tol Luxembourg to report to the authorities will prevail over the professional secrecy obligation of Weidema van Tol Luxembourg and Weidema van Tol Luxembourg may not be held liable for any prejudice of the client where it arises as a result of the disclosures that would need to be made by Weidema van Tol Luxembourg.

Article 7. Data protection

7.1 Weidema van Tol Luxembourg can collect and store (during the term of the business relationship and subject to legal requirements) the personal data that its clients will have communicated in order to enable it to provide the services required or comply with its legal obligations.

7.2 Weidema van Tol Luxembourg shall not transfer client's data to third parties except if the client does expressly authorize it to do so or if it is required by law.

7.2 The client is expressly informed that it has the right, without incurring any cost, to access and amend such data and also to object to the processing of such data for marketing purposes.

Article 8: Miscellaneous

8.1 Luxembourg law applies to these general terms, all engagement and engagement letters between the client and Weidema van Tol Luxembourg as well as to any instructions to or for Weidema van Tol Luxembourg.

8.2 Disputes shall be settled exclusively by the competent court of and in Luxembourg. Weidema van Tol Luxembourg does nevertheless have the right to submit disputes to the competent court in the client's place of domicile with the understanding that Weidema van Tol Luxembourg shall continue to have power to take legal action in a court of law that would have had jurisdiction over disputes with Weidema van Tol Luxembourg if the above election of jurisdiction had not been made.