

1. Blenheim is a Dutch partnership under Dutch private law (burgerlijke maatschap) whose partners are private limited companies (besloten vennootschappen met beperkte aansprakelijkheid) incorporated under Dutch law (praktijkvennootschappen). On request, Blenheim will provide the client with a list of the partners constituting Blenheim.
2. All engagements are accepted and carried out by Blenheim on the exclusive basis of the application of these general terms and conditions, to the exclusion of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code. The acceptance of an engagement by Blenheim gives rise to an obligation on Blenheim's part to attempt to achieve a given outcome (inspanningsverplichting), but not any obligation to actually achieve that outcome (resultaatverplichting). Engagements are carried out exclusively for the client's benefit. Third parties cannot derive any rights from such engagements. Engagements are not taken on personally by any persons affiliated with Blenheim. This also applies if the parties intend engagements to be performed by a specific person affiliated with Blenheim. For the purpose of these general terms and conditions "persons affiliated with Blenheim" means: every current or former direct or indirect subordinate, (agency) employees, advisers, directors, partners and/or private companies affiliated with Blenheim. Any subsequent, additional or new instructions of the client shall also be exclusively subject to these general terms and conditions. The applicability of any general terms and conditions of the client is hereby specifically rejected.
3. By engaging Blenheim, the client waives his or her right to hold persons affiliated to Blenheim liable on the basis of breach of contract or tort (onrechtmatige daad) in relation to Blenheim's performance of the engagement.
4. Blenheim is insured against professional liability with a Dutch insurance company. This professional liability insurance covers loss up to a sum of € 9,999,900 per claim, with a maximum of twice the insured amount for any claims submitted to the insurer in any insurance year. If the client's insured interest exceeds the insured amount, Blenheim will make an effort to take out additional insurance cover on the client's written request and at the client's expense.
5. Except to the extent that this is legally impossible, Blenheim limits any and all liability to the amount paid out, if any, under Blenheim's professional liability insurance policy in the matter concerned, plus the amount of the deductible (eigen risico) applicable under the terms of the insurance policy. In the event and to the extent that no monies are paid out under the professional liability insurance, for whatever reason, Blenheim limits any and all liability to an amount of € 25,000.00, or, if the fees charged by Blenheim in the matter concerned are higher, to the amount of such fees up to a maximum of € 100,000.00.
6. Not only Blenheim, but also any third parties engaged by Blenheim to carry out the client's engagements, including in any event any persons affiliated to Blenheim, may rely on these general terms and conditions against Blenheim's client. The same shall apply to the directors and shareholders of the partners of Blenheim (partnership companies), including all their legal successors under universal title, as well as to former employees, including their potential heirs, if they are held liable after they have left Blenheim.
7. Without prejudice to the provisions of article 6:89 of the Dutch Civil Code, any damages claim against Blenheim will lapse if the matter is not brought before the competent courts or the Disputes Commission for the Legal Profession (Geschillencommissie Advocatuur) within one year after the facts on which the claim is based becoming known to the client or could have been reasonably known to the client.
8. Blenheim can only be expected to interrupt any running limitation period (verjaringstermijn) or expiry period (vervaltermijn) if and insofar as Blenheim and the client have expressly agreed on this in writing in the contract for services.
9. Blenheim is entitled to engage third parties for the performance of its activities. Blenheim shall, as far as possible, consult the client before instructing third parties (except for in case of assistance of a bailiff) and shall in any event exercise due care in its selection of third parties. Blenheim is not liable for any acts and/or omissions of third parties that it engages. Blenheim is hereby authorised by the client to accept (also) on his or her behalf any terms and conditions (including limitations of liability of third parties) applicable in the relation between it and third parties, or any terms and conditions stipulated by the third party. The client indemnifies and holds Blenheim harmless from and against any and all third-party claims, including reasonable legal costs, related in any way to the activities carried out for the client, unless they result from gross negligence or wilful misconduct by Blenheim.
10. Unless otherwise agreed in writing, professional fees shall be calculated based on the number of hours worked, multiplied by the hourly rates established annually by Blenheim. Blenheim may request payment of a retainer. Retainers shall be settled with the final statement of expenses. Any expenses paid for by Blenheim on the client's behalf shall be charged separately. A percentage of the professional fees shall be charged to cover general office disbursements (such as costs of postage, telephone, facsimile and photocopying).
11. The client will generally be charged for services on a monthly basis. Invoices shall be payable within eight (8) days of the date of the invoice. The client cannot derive rights from this principle. Once the

payment deadline has expired, Blenheim may claim statutory interest and out-of-court collection costs. These out-of-court costs shall be fixed at 15% of the principal due or such a lower percentage as required by mandatory law. Blenheim sends its invoices digitally. The client is deemed to have accepted that it will receive invoices digitally. The parties agree that the data from Blenheim's digital accounts and invoicing system constitute conclusive evidence that the invoice in question has been sent.

12. In the absence of written notification of objections to an invoice within 30 days of receipt, the client shall be deemed to have accepted the invoice, as well as the underlying activities and records.
13. Blenheim and the foundation Stichting Beheer Derdengelden Blenheim may retain client or third party funds in the context of an engagement. Blenheim excludes any liability resulting from a failure of the bank which is entrusted with retaining such funds to comply with its obligations as well as any liability for loss incurred by the client or third parties as a result of incorrect payment instructions from the client. This exclusion of liability also applies for the benefit of Stichting Beheer Derdengelden Blenheim.
14. Blenheim shall only be deemed to provide advice in relation to Dutch law, unless otherwise expressly agreed in writing.
15. Blenheim may, under some circumstances, be obliged to establish the identity of the client and its representatives and to report any unusual transactions (ongebruikelijke transacties) to the authorities, for example pursuant to the Dutch Anti-Money Laundering and Financing of Terrorism Act (Wet ter voorkoming van witwassen en financieren van terrorisme, Wwft). The client is aware of this legal obligation.
16. With the exception of files to which separate statutory retention guidelines apply, following the completion of the engagement, relevant correspondence, agreements, deeds of pledge, proof of registration and procedural documents (including judgements and other decisions) forming part of the case file will, unless handed over to the client after the case file has been closed (whether or not on request), be retained by Blenheim for five years (starting from the date the final invoice is sent), after which Blenheim may destroy the file without further notification, unless Blenheim and the client expressly agree otherwise in writing. The client may obtain the case file documents throughout the retention period; the client shall pay the costs of extracting the file.
17. Blenheim's services are subject to the Blenheim Dispute Resolution Procedure and the Netherlands Bar Association Complaints and Disputes Procedure (Geschillenregeling Advocatuur). Any disputes in relation to the formation and/or the performance of the contract for services, the quality of Blenheim's services and the invoice amounts shall be resolved pursuant to the Regulations of the Disputes Commission for the Legal Profession (Reglement Geschillencommissie Advocatuur), without prejudice to Blenheim's right to (at its discretion) refer the matter to the ordinary court if the client has not submitted the dispute to the Disputes Commission within one month after payment has been demanded in writing.

If the dispute relates to an engagement from a private client (consumer), the Disputes Commission for the Legal Profession will make a ruling on the matter by way of binding opinion (bindend advies) unless the client applies to the national courts within one month after the complaint has been handled by Blenheim. If a private client has failed to pay for the disputed service in whole or in part, the private client shall deposit the outstanding invoice amount excluding interest and costs with the Disputes Commission for Consumer Cases trust account (Stichting Geschillencommissies voor consumentenzaken). If the client fails to do so, arbitration will apply to the collection dispute as provided for under in division 3 of the Regulations of the Disputes Commission for the Legal Profession. In the event a debt is to be collected from a business client, the Regulations of the Disputes Commission for the Legal Profession provide for arbitration. Further information about the arbitration rules can be found on our website and may be forwarded on request free of charge.
18. The legal relationship between the client and Blenheim is exclusively governed by Dutch law. If a dispute is submitted to an ordinary court or if a dispute between parties is not suitable to be handled by the Dispute Commission for the Legal Profession, or ensues from the handling by or from a decision given by the Dispute Commission for the Legal Profession, the dispute shall at first instance be exclusively resolved by the District Court of Amsterdam. The District Court of Amsterdam has exclusive jurisdiction in the first instance, including over any applications for preliminary relief or any other provisional summary proceedings, in disputes arising from or in connection with the relationship with the client. If the client is based outside the European Union, the competent courts of the place of the client's domicile shall also have jurisdiction, at Blenheim's exclusive discretion.
19. In the event that one or more provisions of the agreement is or are fully or partly void or unenforceable, they shall hereby be replaced by valid and enforceable provisions which as closely as possible approximate the void or unenforceable provisions; this shall not affect the remaining provisions. Where necessary, the parties will consult with each other in good faith about the precise wording of the replacement provisions.
20. These general terms and conditions are available in Dutch, English and German versions. In the event of any discrepancies between these general terms and conditions in the Dutch and/or English and/or German languages, the Dutch text shall prevail.

These general terms and conditions were filed at the registry of the Amsterdam District Court on 7 November 2017 under number 73/2017. They can also be consulted on and downloaded from Blenheim's website.