

## General Terms and Conditions Rockwater Legal B.V.

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### 1. General

- 1.1. These general terms and conditions apply to every agreement for services between a Client and Rockwater Legal.
- 1.2. In these terms and conditions the following terms have the following meaning:
  - **Rockwater Legal:** Rockwater Legal B.V.;
  - **Client:** the (legal) person engaging Rockwater Legal to provide services;
  - **Person affiliated with Rockwater Legal:** every lawyer (*advocaat*) or other (legal or natural) person that is or has been employed by or on behalf of Rockwater Legal, as an employee or otherwise, every current or former shareholder of Rockwater Legal and - if existing - a *Stichting Beheer Derdengelden Rockwater Legal*
- 1.3. These general terms and conditions are available in Dutch and English. In the event of any discrepancy between the Dutch and English versions of these terms conditions, the Dutch version shall prevail.

### 2. Engagement

- 2.1. An agreement for services between a Client and Rockwater Legal will only come into existence when Rockwater Legal or a lawyer working at Rockwater Legal accepts a Client's instructions.
- 2.2. All instructions will be deemed to have been given to, accepted by and carried out by Rockwater Legal exclusively, even if the intention is for instructions to be executed by one or more specific persons(s) affiliated with Rockwater Legal. Articles 7:404 and 7:409 of the Dutch Civil Code do not apply.
- 2.3. If Rockwater Legal is engaged to provide services together with another person, legal entity or firm, Rockwater Legal will only be liable for the performance of those obligations that are explicitly Rockwater Legal's obligations. Article 7:407 (2) of the Dutch Civil Code does not apply.
- 2.4. The Client shall provide Rockwater Legal with any information which Rockwater Legal, its shareholders or banks or other third parties engaged by it/them, need in order to meet any obligations to establish the identity of the Client and persons affiliated with the Client, and any obligations to report unusual transactions to the relevant authorities.
- 2.5. The Client may terminate the engagement at any time, but only by giving written notice to its contact at Rockwater Legal.
- 2.6. Rockwater Legal may terminate the engagement by giving the Client seven days' prior notice, or immediate notice if the Client does not pay an invoice within fourteen days of the due date, but always only by giving notice in writing.
- 2.7. If the engagement is terminated, the Client will owe the fees for the work carried out by Rockwater Legal before the end of the engagement and for any necessary subsequent work that Rockwater Legal may need to do in order to transfer the matter to the Client or a third party.

## 3. Invoices

- 3.1. The Client will owe Rockwater Legal the fee agreed in writing for performing the services. If no fee has been agreed, the Client will owe a fee based on Rockwater Legal's standard rates. Unless agreed otherwise in writing, fees will be based on time worked multiplied by the applicable rates as set from time to time by Rockwater Legal. The applicable rates are available upon request at any time.
- 3.2. Expenses incurred by Rockwater Legal in relation to the engagement (including courier costs, translation costs, bailiff fees, court fees and necessary travel and accommodations costs) will be for the Client's account.
- 3.3. Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided Rockwater Legal with a valid VAT number or is established outside the European Union.
- 3.4. Unless agreed otherwise, the services will be invoiced to the Client on a monthly basis, at the beginning of the next calendar month. Invoices shall be paid within fourteen days of the invoice date.
- 3.5. The Client may notify Rockwater Legal of any objections to an invoice within fourteen days after the date of the invoice. After this term the invoice is considered to be agreed with.
- 3.6. Rockwater Legal may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the Client does not pay an invoice for advance payment on time. Any advance payments made will be set off against the final invoice in connection with the services rendered.

## 4. Liability

- 4.1. Rockwater Legal's liability is limited to the amount that is paid out for the relevant claim under Rockwater Legal's insurance, plus the applicable excess (own risk). Liability for damage caused by an event not covered by any insurance is limited to the amount (excluding VAT) invoiced by Rockwater Legal and paid by the Client in relation to the relevant engagement, to a maximum of EURO 25.000.
- 4.2. Every compensation claim will expire one year after the date on which the Client became aware or could reasonably have become aware of the damage and of Rockwater Legal's liability in relation thereto and will in any event expire three years after this moment.
- 4.3. The professional liability of every lawyer working at Rockwater Legal is limited as set out in the first sentence of clause 4.1 above. Any other liability on their part and on the part of other persons affiliated with Rockwater Legal is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with Rockwater Legal.
- 4.4. The Client indemnifies Rockwater Legal and all persons affiliated with Rockwater Legal against any claims made by third parties and any other damage suffered by Rockwater Legal or a person affiliated with Rockwater Legal in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Rockwater Legal's insurance, plus the applicable excess (own risk). Third parties include every group company, shareholder and managing or supervisory director of the Client, any person working at or for the Client and any family member of the Client. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with Rockwater Legal.



## 5. Engagement of third parties

- 5.1. In providing services, Rockwater Legal may engage third parties not affiliated with Rockwater Legal (such as (flex)lawyers, couriers, translators, experts and foreign counsel) where this is desirable for providing the services. Rockwater Legal may engage those persons in its own name or, as an authorized representative, in the Client's name.
- 5.2. The Client is bound by the conditions agreed between Rockwater Legal and the third parties engaged by it. Rockwater Legal may accept provisions limiting the liability of such third parties also on behalf of the Client.
- 5.3. Rockwater Legal is not liable for any damage caused by any action or omission of third parties engaged by it.
- 5.4. If Rockwater Legal holds funds of a Client or a third party, the Client is bound by the conditions imposed by the bank holding the funds. Rockwater Legal is not liable for damages caused by any act or omission of the bank. The previous two sentences apply equally if a Stichting Beheer Derdengelden Rockwater Legal holds funds. The previous sentence is an irrevocable third-party clause for the benefit of such Stichting Beheer Derdengelden Rockwater Legal.
- 5.5. The Client agrees that Rockwater Legal may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. Rockwater Legal is not liable for damage or loss ensuing from (the use of) such services.

## 6. Confidentiality and files

- 6.1. Rockwater Legal and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services, except where disclosure is mandatory pursuant to the law or binding decision of a court or government body or, in the case of Rockwater Legal, where disclosure is necessary or desirable with a view to providing the services.
- 6.2. Rockwater Legal shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, Rockwater Legal may destroy documents without notifying the Client.
- 6.3. If Rockwater Legal processes personal data, whether or not in relation to the execution of the services, this processing will be done in accordance with Rockwater Legal's privacy policy. This policy can be found at [www.rockwaterlegal.com/contact](http://www.rockwaterlegal.com/contact).

## 7. Applicable law, complaints and disputes

- 7.1. The agreement for services and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 7.2. Rockwater Legal's complaints procedure applies to services rendered by any persons affiliated with Rockwater Legal. The complaints procedure can be found at [www.rockwaterlegal.com/contact](http://www.rockwaterlegal.com/contact).
- 7.3. Subject to clause 7.2 above, the District Court in Amsterdam has exclusive jurisdiction to settle all disputes out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual disputes.

Rockwater Legal B.V. is established in Amsterdam and registered with the Trade Register of the Chamber of Commerce in the Netherlands under number 34387299.

