

General Conditions Minerva Advocaten B.V.

1. Minerva Advocaten

- 1.1 Minerva Advocaten B.V. ('Minerva') is a private company with limited liability and established in Rotterdam.
- 1.2 Not only Minerva, but also all (legal) persons, including Stichting Beheer Derdengelden who are involved in the execution of any assignment from the Client, can invoke these general conditions.
- 1.3 These general conditions have also been stipulated for the benefit of all those who are involved in the performance of the assignment on behalf of Minerva.

2. The agreement for services

- 2.1 These general conditions shall be applicable to all the assignments accepted by Minerva, any follow-up assignments and all other activities.
- 2.2 Notwithstanding the provisions of Section 7:404 en 7:407 (2) of the Dutch Civil Code all assignments are accepted and performed by Minerva only. This also applies if it is tacitly intended that an assignment will be performed by a specific individual.
- 2.3 The performance of the assignment given shall only be effected for the benefit of the Client. Third parties cannot derive any rights from the content of the activities performed.
- 2.4 If the Client provides the content of the activities performed on his behalf by Minerva to third parties, the Client shall be obliged vis-à-vis Minerva to point out the applicability of these general conditions to that third party. If a third party makes use of the content of those activities in any way whatsoever that third party shall be bound to the contents of these general conditions.
- 2.5 The Client will provide Minerva with the information that Minerva or the banks or other third parties it engages to meet the obligation to establish the identity of Clients and associated persons, and the obligation to obtain unusual transactions with the relevant authorities. report.
- 2.6 The Client can terminate the assignment at any time, but only by written notice to his contact person at Minerva.
- 2.7 Minerva can terminate the assignment with due observance of a cancellation period of 7 days, or with immediate effect if the Client does not pay within 14 days after the payment date, always exclusively by written notice to the Client.
- 2.8 If the assignment ends, the Client owes the fee for the work that Minerva has done before the end of the assignment and for the necessary work that Minerva must perform after the end to transfer the matter to the Client or a third party.

3. Engagement of third parties

- 3.1 The choice of third parties to be engaged by Minerva shall be made with due care and, where possible, in consultation with the Client.
- 3.2 Minerva shall not be liable for any shortcomings of third parties engaged by it and is authorised by the Client to accept any restrictions of liability of third parties on behalf of the Client.

4. Liability

- 4.1 Every liability of Minerva shall be limited to the amount paid out in the relevant case under the professional liability insurance of Minerva, increased by the excess that is not at the expense of the insurer according to the conditions of the policy.
- 4.2 If, and in so far, for any reason whatsoever no payment will be made under the relevant professional liability insurance, the above-mentioned liability shall be limited to € 250,000.--.

5. Indemnification by the Client for claims of third parties

- 5.1 The Client shall indemnify Minerva against all claims of third parties that are related in any way with the activities performed for the Client.
- 5.2 The Client shall indemnify Minerva and also the persons referred to in article 1.2 against claims of third parties that assert to have suffered damage as a result of or in connection with an erroneously made report within the framework of the Money Laundering and Terrorist Financing (Prevention) Act.
- 5.3 The Client agrees that Minerva uses digital means of communication and services for storing data, whether or not offered by third parties. Minerva is not liable for damage resulting from the use of such services.

6. Rates and payment

- 6.1 The fee for the activities performed by Minerva shall be established on the basis of the number of hours worked multiplied by the hourly rates applied by Minerva. In addition shall be charged to the Client a compensation for travelling by car or public transport and, if applicable, turnover tax and disbursements (bailiff's charges, court fees and the like).
- 6.2 Minerva shall be entitled to change the hourly rates and travelling expense allowance applied by it annually.
- 6.3 The payment of fee notes by the Client must be made without reduction, suspension or setoff within 14 days after the invoice date. If case of non-payment within this period Minerva shall be entitled to charge extrajudicial costs on the amount to be collected at the expense of the Client.
- 6.4 Minerva may at all times request an immediately payable advance payment for work to be performed and suspend or terminate its services if the Client does not pay an advance invoice in time. Any advances paid are settled with the final invoice in the context of the assignment.
- 6.5 Minerva Advocaten shall be entitled to suspend the work assigned if invoices, agreed advance invoices or interim fee notes have not been paid in time, the credit risk of the Client is estimated as too high or if the continuity of the operational management of the Client is insufficiently secure.

7. Complaints

- 7.1 A complaint by the Client regarding the creation and execution of an agreement, the quality of service and / or the amount of the invoice, other than a complaint referred to in paragraph 4 of the Dutch Act on advocats, must be submitted in writing to the board of Minerva. The Minerva Complaint Procedure applies to the complaint. The procedure is published on www.lvh-advocaten.nl and will be sent upon request.
- 7.2 If the complaint is not resolved after being reviewed by Minerva, the dispute may be submitted to the District Court of Rotterdam.

8. Miscellaneous subjects

- 8.1 If Minerva processes personal data, whether or not in connection with the execution of an assignment, this processing takes place in accordance with Minerva's privacy policy. This policy can be consulted at www.minerva-advocaten.nl.
- 8.2 All the agreements between the Client and Minerva shall be subject to Dutch law. Disputes shall only be settled by the District Court of Rotterdam.
- 8.3 These general conditions are drafted in the Dutch and English language. In the event of any difference in the contents or tenor, the Dutch text shall be binding.
- 8.4 These general conditions have been filed at the Registry of the District Court of Rotterdam. The general conditions can also be consulted at www.minerva-advocaten.nl.
- 8.5 Minerva has the right to change her applicable General Conditions one-sided. The notification of this change will be published on www.minerva-advocaten.nl.

Minerva Advocaten B.V. is based in Rotterdam and registered in the trade register under no. 74640518.

June 2019