



## General conditions

1. Good Law B.V. is a Dutch private limited liability company. Good Law B.V. is established in Ouderkerk aan de Amstel.
2. These general conditions apply to all engagements granted to Good Law B.V. by the client unless agreed otherwise in writing in advance. Applicability of the client's general conditions is excluded.
3. When carrying out the work in connection with an instruction given, Good Law B.V. shall, insofar as reasonably possible, exercise due care. All instructions shall relate to obligations to perform to the best of one's ability and not to obligations to guarantee certain results. All instructions are accepted and carried out by Good Law B.V. only, even if it is the express or implied intention that an instruction is carried out by a specific person. Applicability of Article 7:404 and 7:407 section 2 of the Dutch civil code is excluded.
4. Good Law B.V. may engage third parties when carrying out instructions of the client. Good Law B.V. will exercise due care in engaging such third parties. Good Law B.V. will, in as far possible, consult the client before instructing third parties. Good Law B.V.'s liability for third parties' faults or shortcomings is excluded. Good Law B.V. is authorized to accept third parties' general conditions and limitations of liability on behalf of the client.
5. For instructions carried out by Good Law B.V., the client is due fees and disbursements and, if applicable, VAT, due. Unless otherwise agreed in writing, fees shall be calculated on the basis of the number of hours worked, multiplied by the hourly rate applicable to the instructions involved. Good Law B.V. may request the payment of an advance. Advance payments made will be set off against the final invoice related to the instruction at place. By engaging the services of Good Law B.V., the client accepts that Good Law B.V. may change its rates.
6. In general, clients are invoiced for the services rendered on a monthly basis, subject to payment within 14 days after the date of the invoice. Should payment



not be received in time, the client shall be deemed in default without any further notice being required and Good Law B.V. is authorized to charge legal interest. The client cannot claim suspension or set off.

7. Good Law B.V. has entered into an agreement with Stichting Beheer Derdengelden Good Law, which administers the third-party account for the benefit of Good Law B.V. Good Law B.V. and Stichting Beheer Derdengelden Good Law are authorized to set off amounts received for or from the client against what is owed to them by the client, or to use such funds towards payment for what is owed to them, unless the client objects to this in writing.
8. Good Law B.V. will take appropriate measures to ensure the confidentiality of the client relationship. The applicable regulations, including the Money Laundering and Terrorist Financing Prevention Act, oblige Good Law B.V. to establish the identity of its clients and under circumstances also to report certain unusual transactions to the authorities. The client is aware of such legal obligations and accepts that Good Law B.V. shall fulfil those obligations. The client shall not oppose fulfilment of those legal obligations by Good Law B.V.
9. Good Law B.V. liability is limited to the amount which is paid out under Good Law B.V.'s liability insurance in the matter concerned, plus the amount of deductible which under the conditions of the relevant insurance policy must be borne by Good Law B.V. if, for any reasons, no monies are paid out under such insurance policy, any and all liability will be limited to the amount of fees charged by Good Law B.V. in the matter concerned. Without prejudice to the provisions contained in Article 6:89 of the Dutch civil code a claim for compensation will in any case lapse, if Good Law B.V. has not been notified in writing of such a claim within twelve months after the client has become aware or could reasonably have become aware of the event or omission that gave rise to the damage.
10. The client shall indemnify Good Law B.V. and hold it harmless in respect to all claims of third parties connected in any way with the activities performed for the client. The client shall compensate Good Law B.V. for reasonable costs for defending such claims.



11. These general conditions are also stipulated for the benefit of all, natural or legal, persons who are or have been employed, working or engaged by Good Law B.V. in connection with any instruction.
12. The legal relationship between Good Law B.V. and the client is governed by Dutch law. Disputes shall be submitted exclusively to the competent court in Amsterdam.

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