

## Mynta Law B.V. General Terms and Conditions

### Article 1 - Applicability of these General Terms and Conditions

- 1.1 These General Terms and Conditions apply to all offers, proposals, assignments, legal ties and agreements, in whatever name, in which Mynta Law B.V. undertakes, or shall undertake, to perform work for the principal, including all work for Mynta Law B.V. that arises from it.
- 1.2 If there is any lack of clarity or dispute as regards the interpretation of one or more provisions in these General Terms and Conditions, the interpretation must be sought in the spirit of these General Terms and Conditions. If a situation arises between Parties for which these General Terms and Conditions do not provide, this situation should be reviewed in the spirit of these General Terms and Conditions.
- 1.3 If one or more provisions in these General Terms and Conditions might be declared fully or partially void or nullified, the remaining provisions of these General Terms and Conditions will remain effective. In that event, Mynta Law B.V. and the principal shall consult each other to agree on new provisions to replace the void or nullified provisions, in which case the intent and meaning of the original provisions shall be observed as far as possible.
- 1.4 If stringent observance of these General Terms and Conditions is not required by or on behalf of Mynta Law B.V., it does not mean to say that they do not apply. Mynta Law B.V. does not in any way lose the right to require the strict observance of the provisions of these General Terms and Conditions later or in any other cases.
- 1.5 Mynta Law B.V. explicitly excludes the applicability of the General Terms and Conditions of the principal.
- 1.6 Any departures from these General Terms or Conditions, or additions to them, will only be valid if these have been explicitly confirmed in writing or digitally, for example in an agreement or assignment confirmation (in writing).

### Article 2 - Assignment

- 2.1 Assignment  
The acceptance of an assignment by a jurist associated with Mynta Law B.V. creates a legal relationship between the principal and Mynta Law B.V. All assignments will exclusively be accepted and carried out by or on behalf of the company, even if it is the explicit or implicit intention that a certain person carries out the assignment. The acceptance of an assignment does not create a legal relationship between the principal and the natural person who accepts this assignment.
- 2.2 The principal and the client  
The person for whose benefit the assignment is carried out is referred to as the client. If the assignment is given by someone other than the client, both the principal and the client will be jointly and severally liable for payment of all amounts Mynta Law B.V. is entitled to by virtue of the assignment.
- 2.3 Offer  
An offer that was made by or on behalf of Mynta Law B.V. only applies to the relevant assignment. An offer that was made in relation to a specific assignment will not automatically apply to future assignments. Mynta Law B.V. cannot be held to its offer to the extent that this offer, or a component of it, contains an apparent mistake or typing error.

### Article 3 - Provision of information by the principal

- 3.1 Data, documents and information  
The principal is obliged to provide all data, documents and information required by the jurist of Mynta Law B.V. at his discretion for the adequate and timely performance of the assignment in the requested form and manner. The principal guarantees, and if needed, verifies the correctness, completeness and reliability of the data, documents and information provided by or on behalf of him to the jurist of Mynta Law B.V., also if these originate from third parties.
- 3.2 Suspension of work  
If the principal, after having received a clear notification to this extent from the jurist of Mynta Law B.V., still fails to provide timely, correct and complete data, documents and information, all of the jurists of Mynta Law B.V. have the right to suspend their work for the relevant assignment.
- 3.3 Damages due to incorrect data, documents or information  
Mynta Law B.V. is not liable for damages resulting from the failure of the principal to provide data, documents or information timely, completely or correctly. Mynta Law B.V. is also not liable for any resulting damages if a jurist of Mynta Law B.V. uses the data, documents or information that were not provided timely, completely or correctly in good faith. Mynta Law B.V. is not liable for damages that result from a suspension of work in accordance with Article 3.2. If the principal, after having received a clear notification to this extent from the jurist of Mynta Law B.V., still fails to provide timely, correct and complete data, documents and information, the principal is liable for all the damages directly or indirectly caused by this on the part of Mynta Law B.V.

### Article 4 - Carrying out of the assignment

- 4.1 Obligations of Mynta Law B.V.  
Mynta Law B.V. is obliged to perform the assignment to the best of its ability and with correct understanding. However, the acceptance of an assignment by Mynta Law B.V. does not entail an obligation to attain a particular outcome.
- 4.2 Handling by third parties  
The assignment will be carried out by a jurist of Mynta Law B.V. At commencement of the work it is indicated which jurist or jurists will be chiefly occupied with the assignment. Unless the opposite is explicitly agreed, Mynta Law B.V. has the right to have other jurists of Mynta Law B.V. or a third party to be selected by Mynta Law B.V. perform certain work, without prior notification or explicit permission of the client, if a jurist of Mynta Law B.V. deems this desirable. The above does not affect the responsibility of Mynta Law B.V. to carry out the assignment confidentially and adequately.
- 4.3 Intellectual property  
Without the prior written permission of a jurist of Mynta Law B.V. the principal and the client are not allowed to multiply, disclose to the public, exploit, provide to third parties, or distribute in any way whatsoever, the advices, agreements, or other products of the mind, whether or not with or through the engagement of third parties, unless this arises directly from the agreement, this serves the purpose of obtaining an expert opinion on the relevant work of Mynta Law B.V., the client has a legal or professional duty of disclosure, or the client is acting for itself in disciplinary, civil or criminal proceedings in which the disclosure could be of relevance.
- 4.4 Confidentiality  
Mynta Law B.V. will treat all data, documents and information provided by the principal as well as all results obtained through processing this strictly confidentially. This means that Mynta Law B.V. will compel its employees and/or third parties to be engaged to secrecy. The obligation to maintain confidentiality does not entail a duty to secrecy to the extent that legislation, including, but not limited to, the duty to report arising from the Anti-Money Laundering and Anti-Terrorist Financing Act and other national or international regulations of similar scope oppose this. This provision also does not prevent confidential consultation between colleagues within the organisation of Mynta Law B.V.

Mynta Law B.V. does not have the right to utilise the data, documents and information provided by the principal for any other purpose than that for which it was obtained, except in case Mynta Law B.V. or a jurist associated with Mynta Law B.V. acts for itself in civil or criminal proceedings in which regard these data, documents or information could be of relevance.

- 4.5 Archiving  
Unless agreed otherwise between the jurist and the principal and/or client, the case file will be stored at the archive of Mynta Law B.V. for five years.

### Article 5 – Remuneration and fees

- 5.1 Mynta Law B.V. is entitled to the remuneration of the jurist and disbursements. Disbursements are taken to mean: compensation of costs to be specified, such as court registry fees, travel and hotel expenses, valuation expenses, legal charges, costs of extracts, bailiff's costs, courier costs, etc.
- 5.2 Between Mynta Law B.V. on the one hand and the principal and client on the other, the agreed remuneration as it was confirmed in writing or by e-mail by the jurist applies.
- 5.3 Mynta Law B.V. has the right to demand an advance payment of remuneration and disbursements before the start of the work. This advance payment will be set off with the final invoice.

### Article 6 - Expense claims and suspension of work

- 6.1 Expense claims  
Complaints about an expense claim have to be sent in writing within the payment term specified in Article 5 of these Terms and Conditions, on penalty of forfeiture. As long as the assignment has not been completed, the jurist has the right to claim expenses for it.
- 6.2 Suspension of work  
If an invoice is not paid within the payment term specified in Article 7 of these Terms and Conditions, all jurists of Mynta Law B.V. have the right to suspend their work, with regard to both the relevant assignment as well as other assignments for the benefit of the principal and/or client who did not pay the invoice. Mynta Law B.V. is not liable for damages of any nature whatsoever that arises from the suspension of work in accordance with this provision.

### Article 7 – Payment term, interest and collection costs

- 7.1 Payment term and interest  
Invoices have to be paid within 14 days after the invoice date, failing which the principal and the client will be in default without any notice being required, and will owe statutory interest.
- 7.2 Payment method  
Payment must be done in the currency specified in the invoice. If the invoice is paid in cash, the jurist will issue the payer with a written receipt.
- 7.3 Collection costs  
In the case of collection measures, the principal and the client also owe extrajudicial collection costs. These costs will amount to a lump sum of 15% of the owed amount, with a minimum of €120.00.
- 7.4 Objections against the amount of the invoice  
If the principal or the client has objections against the amount of the invoice, this does not suspend the payment obligation or the payment term.

### Article 8 – Limitation of liability

Mynta Law B.V. has taken out professional liability insurance for both the office and all of its associated jurists and employees independently. Each liability is restricted to the amount that, in the case concerned, is paid out under this insurance, increased with the amount of the excess that is owed based on this insurance. The jurist of Mynta Law B.V. will provide the principal with the policy on request. In the event and to the extent that no monies are paid out under the professional liability insurance, for whatever reason, any and all liability for each case shall be limited to twice the amount invoiced for the relevant case, with a maximum of €15,000. The restriction or exclusion of liability referred to in this Article does not apply to the extent damages are the result of a deliberately reckless or intentional shortcoming of Mynta Law B.V.

### Article 9 – Dissolution

- 9.1 Mynta Law B.V. can terminate the agreement wholly or partially if the principal is in default of his obligations, is in liquidation, requests suspension of payment or debt relief for natural persons, has filed for bankruptcy or if the principal wholly or partially ceases or dissolves the company.
- 9.2 If after the conclusion of the agreement it becomes apparent that the execution of the assignment cannot reasonably be expected, and this is due to the information provided by the principal, Mynta Law B.V. has the right to dissolve the agreement. There will be consultations before Mynta Law B.V. uses this right.

### Article 10 – Force majeure

- 10.1 In these General Terms and Conditions, force majeure is taken to mean, in addition to everything it is taken to mean in legislation and case law, all external causes, whether or not foreseeable, that Mynta Law B.V. cannot influence, but because of which Mynta Law B.V. is unable to fulfil its obligations. This includes in any case, but not exclusively: fire, accidents, serious disease, strikes, riots, war, government measures, long-term power outages, transport disruptions and terrorist threats.
- 10.2 During force majeure, the obligations of Mynta Law B.V. are suspended. Mynta Law B.V. will inform the principal of this timely to the extent possible. If force majeure makes performance of the obligation impossible, both parties have the right to dissolve the agreement without the obligation of paying for damages. The principal is still obliged to pay for work already executed.
- 10.3 If at the commencement of force majeure Mynta Law B.V. has already wholly or partially fulfilled its obligations, or can only fulfil its obligations partially, Mynta Law B.V. has the right to invoice the work already done separately, and the principal is obliged to pay the invoice.

### Article 11 – Applicable law

The legal relationships between Mynta Law B.V. and the principal and Mynta Law B.V. and the client and all work by Mynta Law B.V. shall be governed by the Netherlands' laws. All disputes arising from this legal relationship shall exclusively be decided by the Netherlands' courts.

### Article 12 – Filing and registry

These General Terms and Conditions have been filed at the Netherlands' Chamber of Commerce in September 2014. Mynta Law B.V. is registered in the Trade Register of the Chamber of Commerce under number 61369667.