

GENERAL TERMS AND CONDITIONS | THE NETHERLANDS

- 1.** B-Real Advocaten B.V., whose registered office is in Hilvarenbeek, is a private company with limited liability incorporated under Dutch law with the objective to exercise the legal profession and acts under the name SOLID. Attorneys.
- 2.** SOLID. attorneys is the trade name legally used by the following entities:
 - a) B-Real Advocaten B.V., a private limited liability company incorporated and existing under the laws of The Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 76365522;
 - b) GWLegal B.V., a private limited liability company incorporated and existing under the laws of Curacao, registered with the Curacao Chamber of Commerce;
 - c) EMP attorneys at law B.V., a private limited liability company incorporated and existing under the laws of Curacao, registered with the Curacao Chamber of Commerce.
- 3.** B-Real Advocaten B.V. shall operate as sole contracting party of the client. The applicability of articles 404 and 407 (2) of Book 7 of the Dutch Civil Code is expressly excluded. Where reference is made to **SOLID.** in these general terms and conditions, it refers exclusively to B-Real Advocaten B.V.
- 4.** These general terms and conditions apply to all assignments accepted by SOLID., including any follow-up assignments and further assignments from the client as well as any legal relationship between SOLID. and the client in relation to or deriving from such assignment.
- 5.** Instructions are carried out by SOLID. for the benefit of the client only. Third parties may not rely on (the results of the) activities performed by SOLID. nor may they derive any rights from the instruction and any activities performed in relation thereto.
- 6.** The choice of any third parties to be engaged by SOLID. will, insofar customary and reasonable in relation to the client, be made in consultation with the client and with due observance of the requirements of due care. SOLID. will not be liable for any shortcomings on the part of any third parties engaged by SOLID. SOLID. is hereby authorized by the client to accept any third parties' limitations of liability on the client's behalf.
- 7.** The client shall indemnify and hold SOLID. harmless from and against any and all claims from third parties as well as any costs to be incurred with respect thereto by SOLID., including the cost of legal aid, arising from the activities performed by SOLID. for the benefit of the client. The client shall moreover indemnify and hold SOLID. harmless from and against any and all claims from third parties against SOLID. further to a disclosure that was (mistakenly) made within the context of the Disclosure of Unusual Transactions (Financial Services) Act (*Wet Melding Ongebruikelijke Transacties*).
- 8.** Any liability of SOLID. is limited to the amount paid out under its professional liability insurance policy, increased by the amount of the deductible that is not for the account of the insurer under the policy terms and conditions.
- 9.** SOLID. does not have a third party account at its disposal. Where appropriate, it shall be ensured that the funds will be transferred directly to the client.
- 10.** These general terms and conditions have been drawn up both in Dutch and in English. In the event of a dispute about the contents or scope of these general terms and conditions, the Dutch text shall be binding.
- 11.** The legal relationship between SOLID. and the client is governed exclusively by Dutch law. Any disputes will be submitted to the competent court of Zeeland-West-Brabant.