

1. GENERAL

- 1.1. These general terms and conditions apply to every agreement for services between a client and De Brauw.
- 1.2. In these terms and conditions:
 - "4DArbitration" means 4DArbitration B.V.;
 - "client" means the person engaging 4DArbitration to provide services;
 - "person affiliated with 4DArbitration" means every attorney (*advocaat*) and every other person working at 4DArbitration, as an employee or otherwise, and every shareholder of 4DArbitration. Persons Affiliated with 4DArbitration include persons formerly affiliated with 4DArbitration; and
 - "person" means legal entity or natural person.
- 1.3. These general terms and conditions apply in full to all persons affiliated with 4DArbitration and all third parties engaged by 4DArbitration for the execution of any instructions (irrevocable third-party clause).
- 1.4. These general terms and conditions are available in Dutch and English. Both versions have the same legal force.

2. ENGAGEMENT

- 2.1. An agreement for services between a client and 4DArbitration will only come into existence when 4DArbitration or an attorney working at 4DArbitration accepts a client's engagement for services.
- 2.2. All instructions will be deemed to have been given to, accepted by and carried out by 4DArbitration exclusively, even if the intention is for instructions to be executed by one or more specific person(s) affiliated with 4DArbitration. Articles 7:404 and 7:409 of the Dutch Civil Code shall not apply.
- 2.3. If 4DArbitration is engaged to provide services together with another person, 4DArbitration will only be liable for the performance of those obligations that are explicitly 4DArbitration's obligations. Article 7:407(2) of the Dutch Civil Code shall not apply.
- 2.4. The client shall provide 4DArbitration with any information that 4DArbitration or third parties engaged by it may need to meet any obligations to establish the identity of clients and persons affiliated with clients, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*).
- 2.5. The client may terminate the engagement at any time, but only by giving written notice to its contact at 4DArbitration. 4DArbitration may terminate the engagement by giving the client fourteen days' prior notice, or immediate notice if the client does not pay an invoice within fifteen days of the due date, but always only by giving notice in writing.
- 2.6. If the engagement is terminated, the client will owe the fees for the work carried out by 4DArbitration before the end of

the engagement and for any subsequent work that 4DArbitration may need to do to transfer the matter to the client or a third party.

3. INVOICES

- 3.1. The client will owe 4DArbitration the agreed fee. If no fee has been agreed, the client will owe a fee based on 4DArbitration's standard rates.
- 3.2. Expenses incurred by 4DArbitration (such as courier, travel and accommodation costs, registration and court fees, and costs, including interest, charged by persons not affiliated with 4DArbitration) 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 4DArbitration with a valid VAT number, or is established outside the European Union.
- 3.4. The client has fifteen days after the invoice date to notify 4DArbitration of any objections to the amount of the invoice. If the client fails to do this, the invoice will be deemed to have been accepted.
- 3.5. The client shall pay all invoices within fifteen days of the invoice date.

4. LIABILITY

- 4.1. 4DArbitration's liability is limited to the amount that is paid out for the relevant claim under 4DArbitration's insurance, plus the applicable deductible. Liability for damage caused by an event not covered by any insurance is limited to the amount (excluding VAT) invoiced by 4DArbitration and paid by the client in relation to the relevant engagement, to a maximum of EUR 50.000.
- 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 4DArbitration's liability for the damage.
- 4.3. The professional liability of every lawyer working at 4DArbitration is limited as set out in the first sentence of Article 4.1 above. Any other liability on their part and on the part of other persons affiliated with 4DArbitration is excluded.
- 4.4. The client indemnifies 4DArbitration and all persons affiliated with 4DArbitration against any claims made by third parties and any other damage suffered by 4DArbitration or a person affiliated with 4DArbitration in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under 4DArbitration's insurance, plus the applicable deductible. A third party includes every group company, shareholder and managing or supervisory director of the client, any persons working at or for the client and any family member of the client.

5. ENGAGING THIRD PARTIES

- 5.1. In providing the services, 4DArbitration may engage persons not affiliated with 4DArbitration (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. 4DArbitration may engage those persons in its own name or, as an authorised representative, in the client's name.
- 5.2. The client is bound by the conditions agreed between 4DArbitration (in its own or the client's name) and the other persons engaged by 4DArbitration. 4DArbitration is not liable for any damage caused by any action or omission of other persons it engages.
- 5.3. If 4DArbitration holds the funds of a client or of a third party, the client is bound by the conditions imposed by the bank holding the funds. 4DArbitration is not liable for damage caused by any act or omission of the bank.

6. CONFIDENTIALITY, DATA PROTECTION AND FILES

- 6.1. 4DArbitration 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. 4DArbitration and the client shall take reasonable measures to ensure that persons affiliated with them do the same.
- 6.2. The first sentence of Article 6.1 does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of 4DArbitration, where disclosure is desirable with a view to providing the services.
- 6.3. 4DArbitration processes personal data in conformity with its privacy policy. This policy can be found on: www.4DArbitration.com.
- 6.4. The Client consents to 4DArbitration using digital communication and data storage services. 4DArbitration cannot be held liable for any loss resulting from the use thereof.
- 6.5. The client shall indemnify 4DArbitration and all persons affiliated with 4DArbitration against any claims made by third parties and any other damage suffered by 4DArbitration or a person affiliated with 4DArbitration in connection with an alleged unlawful processing of personal data during the engagement, to the extent that 4DArbitration has received the personal data from the client or at the client's instruction.
- 6.6. 4DArbitration shall retain its files and all documents and other data carriers at its disposal in connection with the services during the statutory retention period. After this period, 4DArbitration may destroy documents without notifying the client.

7. GOVERNING LAW, COMPLAINTS AND DISPUTES

- 7.1. All legal relationships with STAUNCH, including non-contractual obligations, are exclusively governed by Dutch law. This choice of law equally applies to Article 7.3 below.

- 7.2. 4DArbitration's complaints procedure – which can be found on www.4DArbitration.com – applies to work carried out by any persons affiliated with 4DArbitration.
- 7.3. Subject to Article 7.2 above, the Rotterdam District Court, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.
- 7.4. Articles 7.1 and 7.3 above apply equally to legal relationships and disputes between the client and persons affiliated with 4DArbitration that arise out of, or are connected with, the agreement for services.