

Eversheds Sutherland Consulting BV Terms of Engagement

1. General

In these Terms of Engagement:

- “we”, “us” and “our” means Eversheds Sutherland Consulting BV
- “you” and “your” refer to you, as our client
- “Client Partner” means the partner with responsibility for your relationship with us and who is identified as such in our engagement documentation
- “Matter” is an individual instruction for work from you to us

Eversheds Sutherland Consulting BV is a private limited liability company, incorporated under the laws of the Netherlands, registered with the trade register of the Chamber of Commerce under registration number 72325771 and its principal place of business at De Cuserstraat 85a, 1081 CN Amsterdam and Bahialaan 400, 3065 WC, Rotterdam, the Netherlands, which has as its object to provide legal, compliance and consulting services as well as risk management, organizational and transactional management advice.

Eversheds Sutherland Consulting BV operates under the following registered trade names: ES Advisory, ES Advisory Netherlands and ES Advisory Nederland.

Eversheds Sutherland Consulting BV is a wholly owned subsidiary of Eversheds Sutherland (Netherlands) BV. Eversheds Sutherland (Netherlands) BV is a wholly owned subsidiary of Eversheds Sutherland (International) LLP. Eversheds Sutherland (International) LLP is a limited liability partnership, registered under the Limited Liability Partnerships Act 2000 with number OC304065. Its registered office is at One Wood Street, London EC2V 7WS, UK. Eversheds Sutherland (International) LLP is a law firm and is authorised and regulated by the Solicitors Regulation Authority (SRA).

2. Our structure

Eversheds Sutherland is the name and brand under which (a) Eversheds Sutherland (International) LLP (b) Eversheds Sutherland (US) LLP (c) their respective controlled, managed and affiliated firms and (d) the members of Eversheds Sutherland (Europe) Limited, provide legal or other services to clients around the world. Each of these is referred to as an “Eversheds Sutherland Entity” and together as the “Eversheds Sutherland Entities”.

Eversheds Sutherland (International) LLP and Eversheds Sutherland (US) LLP are members of Eversheds Sutherland Limited, a company limited by guarantee, registered in England with registered number 10501301 and with its registered office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES, United Kingdom. Eversheds Sutherland Limited does not, directly or indirectly, provide legal or other services to clients. Its purpose is to act as a coordinating entity for its members.

Eversheds Sutherland (Europe) Limited is a company limited by guarantee, registered in England under number 05625509, with its registered office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES, UK. Eversheds Sutherland (Europe) Limited does not, directly or indirectly, provide legal or other services to clients. Its purpose is to act as a coordinating entity for its members. Eversheds Sutherland (International) LLP and a number of

law firms are members of Eversheds Sutherland (Europe) Limited.

Each Eversheds Sutherland Entity provides legal or other services in particular jurisdictions and is subject to the laws and professional regulations of the particular jurisdiction or jurisdictions in which it operates. No Eversheds Sutherland Entity is responsible for the acts or omissions of nor has any authority to bind any other Eversheds Sutherland Entity including, without limitation, Eversheds Sutherland Limited or Eversheds Sutherland (Europe) Limited.

Eversheds Sutherland Consulting BV is not part of, and is legally distinct from, Eversheds Sutherland (Netherlands) BV.

3. Our contract with you

These Terms of Engagement apply to all services and any goods provided by Eversheds Sutherland Consulting BV to you, unless and to the extent only that we agree otherwise in writing and supersede any previous terms of engagement that we may have supplied to you.

We may amend these Terms of Engagement from time to time by notice in writing to you and the amended Terms of Engagement will apply to any future Matters unless otherwise agreed in writing by us.

For each Matter we will agree with you in writing at the outset the scope of work you require, together with a costs estimate and details of your client service team. This information may be set out in an engagement letter, record of instructions or other document or e-mail. We may also put in place a framework agreement to apply to all Matters on which we are instructed. These Terms of Engagement should be read in conjunction with such other engagement documentation/terms we send to you.

These Terms of Engagement, together with such other written terms issued by us or agreed in writing by us, shall constitute the entire agreement and understanding between us for the relevant Matter. If any term in any other written terms you receive from us or which we agree in writing conflicts with these Terms of Engagement, that other term shall apply.

If you do not confirm your agreement to our engagement documentation in writing, then we will treat the fact that you agree to us beginning work as deemed acceptance.

4. Our role

For each Matter we will advise you of important dates that arise during the course of that Matter to the extent that this is reasonable, taking into account the extent to which other professionals may be responsible for advising you of such dates. However, once our work on that Matter is completed we will not be responsible for reminding you of any deadlines or other important dates.

Our role will be to provide advice on each Matter. We will not be responsible for advising on the commercial merits or course of action to be taken in relation to the Matter.

You will provide us, and will instruct your other professional advisers to provide us, with all relevant information, on which we are entitled to rely without verification.

5. Your relationship with Eversheds Sutherland Consulting BV

Your contractual relationship is with Eversheds Sutherland Consulting BV only and not with any other Eversheds Sutherland Entity, Eversheds Sutherland Limited or Eversheds Sutherland (Europe) Limited or any of their individual partners, employees, directors, consultants or

agents. It is a condition of our acting for you that you agree that any claims that you may have in respect of loss or damage suffered by you arising in any way out of or in connection with our engagement will be made against Eversheds Sutherland Consulting BV only and not against any other Eversheds Sutherland Entity, Eversheds Sutherland Limited or Eversheds Sutherland (Europe) Limited or any of their individual partners, employees, directors, consultants or agents.

Where legal services are being provided, such services do not qualify as legal services provided by civil law notaries (notarissen) and/or attorneys at law (advocaten). Eversheds Sutherland Consulting BV is not regulated by the Solicitors Regulation Authority (SRA).

All instructions will be accepted and performed solely by Eversheds Sutherland Consulting BV on the basis of a contract for professional services (*overeenkomst van opdracht*). This applies even if it is the express or implied intention that an instruction be carried out by a specific person. The applicability of section 7:404 of the Dutch Civil code (*Burgerlijk Wetboek*, "DCC"), which relates to the situation referred to in the preceding sentence, and of section 7:407 paragraph 2 DCC, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded insofar as necessary.

6. Our liability

You confirm that you are acting as principal and not as an agent for anyone else. No other person may use or rely on our advice or these Terms of Engagement or any other engagement documentation or other terms agreed between you and us without our prior written consent. In particular, where you are a company, we will not accept duties to any other member of your group or to any of your affiliates.

We limit our liability for any claims made in respect of our negligence and/or breach of contract (including in respect of any omission) or in any other way arising from each Matter to a maximum of (i) EUR 10 million in aggregate or (ii) should no insurance payment be made, for whatever reason, an amount equal to the fees charged by Eversheds Sutherland Consulting BV in the Matter concerned up to a maximum of EUR 450,000 in aggregate, unless for that Matter we have agreed a different level of liability with you in writing in which case that will apply. Where we act for multiple clients on any Matter, this liability cap will apply to be shared by all of those clients.

Any different limit will apply only to the specific matter that is referred to in the variation, unless expressly stated to the contrary.

If, in relation to a specific Matter, you need a higher limit on our liability, then you need to tell us in advance of our starting to act on that Matter so that we can discuss with you and agree and document an appropriate limit. We reserve the right to increase our fees in the event that you require a higher limit on our liability. Any different limit will apply only to that specific Matter unless we otherwise agree in writing.

If we are liable to you and another person is also liable to you in respect of the same loss or damage, or if you have been contributorily negligent, then any compensation payable by us will be reduced in proportion to our contribution to that loss or damage.

Nothing in these Terms of Engagement will limit or exclude our liability for death or personal injury caused by our negligence, for fraud, fraudulent misrepresentation or reckless disregard of our professional obligations or in other

circumstances where and to the extent that the law prohibits us from doing so.

The following individuals and entities are not liable to you: (a) past, present and future (i) partners and shareholders of Eversheds Sutherland Consulting BV (whether direct or indirect) and (ii) group companies, holding companies, operating companies, pension companies and other related entities of Eversheds Sutherland Consulting BV or of any of its partners or (direct or indirect) shareholders and (b) individuals working for and associated with Eversheds Sutherland Consulting BV and/or any Eversheds Sutherland Entity or for and with any of the individuals and entities referred to under (a) or (b), such employees, advisers, board members, trainees, flex workers and freelancers (in the past, present or future).

Eversheds Sutherland Consulting BV is not liable for any damages which result from or which in any way are in connection with the insolvency of any bank, any financial institution and or any other third party.

7. Charges

We will charge you as follows:

Professional fees

Unless agreed otherwise in writing, the fees charged for the work performed by Eversheds Sutherland Consulting BV shall be based on hourly rates (increased with a 6% surcharge for office costs). Our charge out rates may be increased from time to time in which case we will inform you in advance.

Our time spent on the instruction is recorded in 6 minute increments, with a minimum of 6 minutes, unless required to be recorded in a different way based on applicable rules and regulations.

Disbursements and other expenses

We may make payments on your behalf, for example courier costs and registration costs. Other disbursements may include experts', agents' or (overseas) lawyers' fees. We may also incur expenses for items such as travel or accommodation. We will add these to our invoices at cost (including VAT as applicable). If appropriate we may render "disbursements only" invoices or ask you to pay us money in advance of incurring any disbursements.

Consolidated charges

We will charge you fixed fees for providing specific services which are the consolidation of any payment we have to make to a third party plus our charge for providing the service. These charges are shown separately on our invoices to you.

VAT

Any hourly charge-out rates, fee estimates or quotes given by us are given net of VAT, which will also be charged where required by law on our fees and on any of our other costs that are liable to such tax.

We reserve the right to require you to make advance payments on account of our costs. Any such payments will be held for you by us in our office account until presentation of invoices for this Matter and will be offset against such invoices. It may be that a further sum on account will then be needed.

8. Billing, payment of bills

Billing

We will usually send you invoices on a monthly basis unless we agree otherwise in writing.

Payment of bills

Our invoices are due to be paid on presentation. If they are not paid within 30 days a reminder will be sent, followed by a demand of payment. Eversheds Sutherland Consulting BV reserves the right to take any and all measures provided and permitted by law to collect payment, including but not limited to (a) charge interest to you on the overdue amount at the legal rate for commercial late payments (*wettelijke handelsrente*) plus 4%, starting from presentation and compounded on a monthly basis on the last day of each month, (b) to apply any advance payments and (c) to suspend work or to terminate our relationship with you as set out in paragraph 9 below.

We cannot accept payment in cash. Please make payment by way of bank transfer.

Where you have requested that we invoice you via a third party e-billing provider we will engage with your preferred e-billing provider to do so. However we cannot accept any liability for any claim made in respect of the e-billing provider's negligence and/or breach of contract including (without limitation) its failure to process your data in accordance with legal requirements. You warrant that you are entitled to permit us to access and use any such e-billing service and agree to indemnify us in respect of any costs, losses or other liabilities we may incur as a result of us engaging with your e-billing provider.

In the event that our work on any Matter is conducted for more than one party, all parties will be jointly and severally responsible for the payment of any and all charges for that Matter to us and we may recover those charges from any or all parties.

If a third party is to be responsible for payment, all invoices must be addressed to you but, to the extent we are permitted to do so, our invoices will be sent to and payable by the nominated third party. If for whatever reason such third party fails to pay our invoices, you will be liable to do so.

Please note that in certain circumstances we may be entitled to keep any documents or other property belonging to you until payment of all outstanding charges has been made (known as 'exercising a lien').

If you have any objection against (the amount of) the invoice of Eversheds Sutherland Consulting BV, you are obliged to submit such objection within 4 weeks after the date of the invoice to Eversheds Sutherland Consulting BV in writing, failing which any right to dispute that we may demand the invoiced amount from you, shall expire.

9. Suspension and termination of your instructions

You may terminate your instructions to us in relation to any Matter at any time by contacting any member of your client service team.

We will only cease acting for you on reasonable grounds, for example if you fail to pay our invoices on time (as set out in paragraph 8 above), if you fail to pay us monies on account when requested in time, you instruct us to take any action which is illegal or contrary to any regulations applicable to our services or if it is clear that the relationship of mutual trust and confidence between us has broken down. Please

note that this is not an exhaustive list. We will always give you notice of our intention to suspend work. If we give you notice that we intend to suspend work this does not affect our rights to subsequently cease to act for you.

Upon termination of our relationship, whether by you or by us, you will be liable to pay all costs incurred up to and including the date of termination (whether invoiced before or after the date of termination). The rights given to us in these Terms of Engagement will continue after termination of our relationship.

10. Appointment of third parties

We may need to procure the services of third parties who are not Eversheds Sutherland Entities, such as barristers, experts, agents and overseas lawyers, to act on your behalf during the course of handling an engagement for you. Where we do so we will be acting as your agent in procuring their services and the contract for their services will be with you directly unless we agreed otherwise in writing. We will not be responsible for any negligent advice or other default on their part. Your cause of action will be direct against the third party and you will have no cause of action against us. You will be responsible to them directly for payment of their fees, together with VAT as appropriate whether you receive invoices from them directly or whether their fees and costs are included as disbursements on our bill.

11. Searches

Where searches of public registers (e.g. trade register of the Chamber of Commerce, Land Registry, insolvency register) are undertaken as part of our work on any Matter, you acknowledge that the search results will be delivered to you by us on the assumption that the information held by the relevant registry is complete, accurate and up to date at the time the search was conducted.

12. Data Protection

In these Terms of Engagement, "Data Protection Legislation" means all relevant laws relating to data protection, the processing of personal data and privacy, including: the General Data Protection Regulation (EU) 2016/679, the Dutch GDPR implementation act (UAVG) and the Telecommunications Act (as may be replaced by the proposed Regulation on Privacy and Electronic Communications).

In connection with our engagement by you we may process "personal data", meaning information about identifiable individuals, provided to us by you in the course of that engagement.

The personal data we may process

The personal data we may process will vary depending on the nature of your instructions to us, but may include: personal information such as name, address, contact details, nationality, date of birth; details of accounting and financial information; opinions relating to or held by individuals; employment information and history; "sensitive personal data or sensitive categories of personal information" (as defined in the Data Protection Legislation, including health information or information about religious beliefs) and criminal conviction or offences information.

This personal data may be about you, your employees or other staff, other individuals related to the subject matter of our engagement including third parties, or any person who corresponds with us in relation to our engagement.

We will process this personal data as data controller. To the extent you provide personal data relating to other individuals, you do so as data controller.

How and why we process personal data

Where we process personal data provided by you, or the personal data of your employees, we will do so in accordance with our Privacy Statement, which is available at www.eversheds-sutherland.com

We will process the personal data we hold: to provide services to you and to deal with enquiries that you may make or authorise; to contact you or appropriate persons within your organisation, or third parties in relation to our engagement; to procure third party services on your behalf in relation to our engagement; for the purpose of compliance with applicable laws and regulations, or to defend ourselves in claims under such laws, or where necessary to exercise our legitimate business interests; (where relevant) for other legal, administrative and management purposes such as audits and research.

As a data controller, the Data Protection Legislation imposes on us obligations to implement appropriate security measures to protect the personal data that we process, and to put in place appropriate safeguards if such personal data is transferred outside the Netherlands and the European Economic Area.

Where we transfer personal data to service providers or advisers in other countries, we will do so on the basis that they will provide appropriate technical and organisational measures against unauthorised or unlawful processing of this personal data and its accidental loss, destruction or damage. However, such information may be accessible by law enforcement agencies and other authorities in those countries.

How long we will process personal data for

We will process personal data in relation to our engagement in accordance with our normal procedures as set out in paragraph 19 below.

Your data protection obligations

You warrant that you are entitled, under the Data Protection Legislation, to provide us with any personal data that you provide us with, and that our use of that personal data in accordance with these terms will not put us in breach of the Data Protection Legislation.

You also warrant that the personal data you provide to us is accurate, adequate, relevant and limited to what is necessary for us to provide the services under this engagement.

Any personal data supplied by us to you about our employees and/or third parties may only be used for the express purposes for which that data is provided to you.

Data subject rights

In our respective roles as data controller, you acknowledge that we are each independently required to comply with any lawful request to exercise a data subject right under the Data Protection Legislation. This could include requests from individuals to receive a copy of the personal data we hold about them, or for us to stop processing, or erase, their data.

To the extent that either of us is notified of a requirement to rectify inadequate or incomplete personal data, or to erase personal data, which is processed in connection with our engagement, we will notify the other of that request.

13. Copyright

We retain ownership of any and all copyright or other intellectual property rights in any documents and materials

created by us for you (in whatever form), at all times. You will have the non-exclusive right to use those documents and materials for the purposes for which they have been prepared for you.

In order to be able to deliver the best advice to you we maintain a searchable internal know-how management system. You agree that we may keep hard and/or electronic copies of documents and other materials created or obtained in connection with your instructions within such system and to permit other Eversheds Sutherland Entities to access such system, subject always to our duty of confidentiality to you.

14. Confidentiality

We have a professional and legal obligation to keep information about you and your affairs, which is not in the public domain, confidential unless you instruct us to disclose information or we are compelled to disclose it by law.

You agree that we may disclose your information to any Eversheds Sutherland Entity, including but not limited to, for the purposes of cross matter working, conflict analysis, establishing your identity ("Know Your Client"), compliance, insurance, business development, financial planning, banking, billing, research, practice management, governance, training and development and administration. Each Eversheds Sutherland Entity will in turn keep this information confidential, to the extent it is not already in the public domain.

You also agree that we (and any relevant Eversheds Sutherland Entity) may:

- a) disclose your information, as necessary, with our insurers, auditors and bankers, suppliers and subcontractors (including third parties to whom we outsource certain tasks or which provide services to us), professional advisers instructed by us, third parties and their advisers in connection with any merger, acquisition or disposal of all or part of our business, local legal counsel in other jurisdictions in order for them to provide you or us with a quotation or advice, provided in all cases that we impose a duty of confidentiality upon them;
- b) disclose your information to your other professional advisers, unless you instruct us otherwise;
- c) disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceedings; and
- d) store your electronic information in a private and protected cloud located within the EEA and hosted by a third party service provider.

This paragraph will apply both during the period for which we provide our services to you and after our provisioning of services has come to an end.

You agree to keep information about us or any other Eversheds Sutherland Entity and their affairs which are not in the public domain confidential, unless: you are compelled to disclose it by law; to the extent required to co-operate with a criminal investigation or prosecution or to report an offence to a law enforcement agency; or for the purposes of reporting misconduct, or a serious breach of regulatory requirements to anybody responsible for supervising or regulating the matters in question. You may also disclose such confidential information as necessary to your insurers, auditors and bankers and any other third party with our consent, provided you impose a duty of confidentiality on them.

15. Emails

We will use ordinary e-mail to communicate with you and to send you documents. You acknowledge that communications sent by e-mail are not secure. Please contact us if you wish to use our secure, fully encrypted extranet facilities in relation to a specific Matter and we will arrange for a cost quote to be provided and for the facilities to be put in place.

16. Anti-Money laundering

We are obliged to comply with the Act on prevention of money laundering and terrorist financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*). As part of our compliance we carry out identity checks and other due diligence on clients and individuals instructing us within the client. We carry out such checks at the outset of a Matter and throughout the course of the Matter. We may not be able to begin work on a particular Matter until we have completed such checks.

17. Conflicts

From time to time an actual or potential conflict may arise between your interests and our interests or the interests of another of our clients or of another Eversheds Sutherland Entity. In such cases, where permissible and appropriate we will seek to discuss the issue with you to determine the appropriate course of action. However, if there is a conflict of interests we may have to cease to act for you and/or the other client.

We and other Eversheds Sutherland Entities do, however, reserve the right to act for other clients on any matter in which you or your affiliates have an interest, provided that you or that affiliate has instructed another law firm and in so acting, we do not breach any of our duties, including that of confidentiality.

We will only consider you a current client for conflict purposes where we are retained on at least one current Matter for you. A matter in respect of which a final bill has been submitted or a Matter which has been inactive for more than 12 months is not a current Matter for these purposes.

18. Inside information

If you are a traded company and are subject to the disclosure and transparency rules imposed by the Dutch Financial supervision Act and the regulations promulgated thereunder, or the EU Market Abuse Regulation, then you agree to notify us in circumstances where we are receiving inside information and confirm to us if you want us to keep part of your insider list (with details of our staff) on your behalf.

Please also inform us on each occasion that any inside information previously disclosed ceases to be inside information.

19. Documents, data and papers

We will store and file any papers and documents relating to your Matters electronically and/or physically.

Generally, unless you provide us with written instructions to the contrary we will retain files and papers relating to work that we carry out for you electronically or in physical storage in accordance with our document retention policies and/or applicable laws and regulations, after which they will be destroyed or returned to you.

If you have instructed us to continue to retain files, papers, title deeds, wills or similar items in safe custody then we will make charges for that storage and we will retain those documents subject to the terms provided to you from time

to time. We will pass on to you the costs charged to us by any external storage facilities and if you require us to retrieve specific documents or files then we may charge you for the time taken for such retrieval. Please note that all of our internal working papers, such as notes, working drafts and internal communications and records belong to us and will be retained and/or destroyed by us in accordance with our normal procedures

20. Reasonable adjustments

We are committed to making reasonable adjustments for all our clients to ensure that they are not prevented from using our services due to disability or other special circumstances. If you require additional assistance in order to make the most of our services, please do not hesitate to contact your Client Partner so that we can discuss your needs and accommodate you.

21. Sanctions

Various international sanctions, restrictions and requirements ("Sanctions Restrictions") may apply and be binding on us and/or our insurers, insurance brokers, banks and third parties who may be involved in a Matter. Our professional indemnity insurance may be excluded or suspended in the event our insurers may be exposed to Sanctions Restrictions. If we become restricted or prevented in performing services for you, or our professional indemnity insurance is, or may be, excluded or suspended as a result of Sanctions Restrictions ("Sanctions Event"), we will not be liable to you and we reserve the right to cease acting for you in such circumstances. We will notify you as soon as reasonably practicable and permissible should any Sanctions Event arise. Additionally, if a Sanctions Event arises in relation to a claim you make against us, we will not be liable to make any payment to you by way of compensation, unless and until an indemnity is provided by our insurers and Sanctions Restrictions allow us to make such a payment.

22. Our complaints procedure

Our aim is to provide a service of the highest quality. If you feel that we have not met the standards you expect, please let us know immediately. You may raise concerns with the adviser who has been doing the work for you, your Client Partner or any member of your client service team. They will supply you with a copy of our complaints handling procedure upon request.

23. Severability

If any part of these Terms of Engagement or any other part of our contract with you is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed and will be ineffective but without affecting any other provisions which will remain in full force and effect.

24. Governing law

These Terms of Engagement and any non-contractual obligations arising out of or in connection with them will be governed by the law of the Netherlands.

25. Unilateral Jurisdiction

Except as set out below, the courts of Amsterdam, the Netherlands have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms of Engagement (including (without limitation) in relation to any non-contractual obligations). The agreement contained in this paragraph is included for our benefit only. We retain the right to bring proceedings in any other court of competent jurisdiction. You waive any objection to, and

agree to submit to, the jurisdiction of any court referred to in this paragraph. You also agree that a judgment or order of any such court is binding upon you and may be enforced against you in the courts of any other jurisdiction.

26. Jurisdiction

If paragraph 25 (or any part thereof) is found by any court, body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable it will be deemed to be severed from these Terms of Engagement and paragraph 23 will apply. In that case, the courts of Amsterdam will have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms of Engagement (including (without limitation) in relation to any non-contractual obligations) although either of us may seek specific performance, interim or final injunctive relief (or any other relief of similar nature or effect) in any court of competent jurisdiction.

27. Further information

For further information about Eversheds Sutherland Consulting BV, please visit our website at www.eversheds-sutherland.com/ESAdvisoryNL or more specific guidance on our insurance cover, money laundering compliance, data protection, insurance mediation, complaints handling procedures, insider dealing and other matters mentioned in these Terms of Engagement please visit www.eversheds-sutherland.com/ESAdvisoryNL.