

TERMS OF SERVICE STONEWATER

1. APPLICABILITY

- 1.1 These terms of service are applicable to and form an integral part of the engagements for all activities and services, including follow-up engagements and new engagements, which are or will be carried out by or on behalf of Stonewater B.V. (**Stonewater**), whether these services have been or will be performed in the capacity of attorney, tax attorney, paralegal, process agent, trustee, receiver, liquidator, executor, arbitrator, binding adviser, mediator as well as by authorization or power of attorney or otherwise. All engagements are, in disregard of Article 7: 404 and 7: 407 paragraph 2 Dutch Civil Code, exclusively accepted and executed by Stonewater, even if it is the express or implied intention of the client or parties that an engagement is performed by a specific person associated with Stonewater.
- 1.2 These terms of service also apply to all current, future and former partners, employees, trainees, paralegals, attorneys, tax attorneys, administrators, other direct or indirect subordinates or (hired) employees, advisers, members and shareholders of Stonewater as well as their professional legal entities and Stonewater Third-Party Account Foundation (*Stichting Beheer Derdengelden Stonewater*), all other persons engaged for any assignment by Stonewater (including but not limited to aforementioned persons and officers of any other legal entity operating under the trade name Stonewater) and all persons for whose acts or omissions Stonewater could be liable or on whom a liability rests or could rest and the successors under general title of all of the above (legal) persons (each (legal) person as referred to in this article hereinafter: an "associated person"). All aforementioned (legal) persons may rely on and invoke these terms and conditions. Therefore, this provision qualifies as a third party stipulation in the sense of Article 6:253 et seq. Dutch Civil Code, which provision is hereby deemed to have been accepted by these (legal) persons.

2. RELATIONSHIP

- 2.1 The client merely has a relationship with Stonewater and not with any other entity belonging to the Stonewater group nor with any associated person. All engagements are deemed and construed to be provided to and performed by Stonewater exclusively and never to or by an associated person. Each associated person performing activities for Stonewater in the exercise of his professional work carries out these activities exclusively for the account and risk of Stonewater. No associated person is liable to the client at any time.
- 2.2 Unless agreed otherwise in writing, client's instructions apply on a case-by-case basis only and not on an ongoing basis.
- 2.3 All agreements, engagements and services rendered concern obligations by Stonewater on a best efforts basis only and never concern obligations to reach that result.
- 2.4 Stonewater is authorized to assemble and amend the team that will carry out the engagement and to appoint and discharge the team members, including the authority to engage third parties thereto.

- 2.5 Stonewater is authorized to decline in full or in part any of client's instructions if Stonewater deems this to be in the best interest of the client or if the relevant attorney or other associated person deems such instruction to be contrary to any applicable law or regulation, including applicable disciplinary rules.
- 2.6 Taking into account the interests of the client, Stonewater independently determines how, at what location and at what time it carries out its activities.
- 2.7 Stonewater is authorized to engage third parties (including other attorneys) on behalf and for the account of the client. Stonewater is thereby authorized to accept on behalf of client the terms of service as used by these third parties.
- 2.8 Stonewater only provides legal services and explicitly no commercial, financial, notarial, human resource or other services. Fiscal services are solely provided to the extent expressly agreed upon in writing.
- 2.9 Stonewater provides its services solely for the benefit of the client. No third party can derive any rights from the services rendered for or advice given to the client.
- 2.10 The opinions and advices provided by Stonewater are intended for the client only and are solely intended for the purpose as stated in the engagement. No document prepared by Stonewater may be disclosed to any third party without Stonewater's prior written consent.
- 2.11 Unless otherwise agreed, Stonewater is authorized to act on the basis of verbal instructions and to take instructions from all client's directors, officers and employees.

3. FEES AND INVOICING

- 3.1 Each calendar year Stonewater is authorized, also for continuing engagements, to adjust the hourly rates in accordance with the Dutch CBS Consumer Price Index (January 2022 = 100), whereby the hourly rates are rounded to the nearest EUR 5.00. To the extent such price adjustment has not occurred for a certain year, such adjustment can still be made in any subsequent year. Stonewater is authorized to change the hourly rate of paralegals, trainees and associates due to an increase in the number of years of work experience of the relevant person.
- 3.2 For certain types of services rendered (including specialist or international activities or activities with an increased risk or exposure for Stonewater) or when the services must be carried out under considerable time pressure or at unusual times, Stonewater is allowed to charge rates higher than its usual rates.
- 3.3 Stonewater will invoice on a monthly basis, unless it considers at any time a different billing period more appropriate. The term of payment is 14 days after the invoice date. Payments must be made in euros as per instructions as indicated on the invoice. Failing payment, (i) the client is automatically and without any notification legally in default (*verzuim*), (ii) a default interest at the statutory rate for commercial transactions (*wettelijke handelsrente*) or, in case the client qualifies as a consumer, for non-commercial transactions (*wettelijke rente*) is due by the client, (iii) Stonewater is entitled to charge extrajudicial collection costs (*buitengerechtelijke kosten*) which are determined beforehand at 15% of the outstanding balance, and (iv) Stonewater is entitled to

cease its services immediately. If (debt collection) legal proceedings take place between the client and Stonewater and the judge decides fully or partially in Stonewater's favour then, contrary to the usual liquidation rate (*liquidatietarief*), a full reimbursement of the actual litigation costs incurred by Stonewater and by the debt collection lawyer or legal expert engaged by Stonewater is due by the client. Stonewater is entitled to at its own discretion carry out the extrajudicial and / or judicial collection measures and / or (debt collection) legal proceedings (fully or partially) by itself or to have third parties (like a debt collection lawyer or legal expert) carry out (all or part of) these measures and / or proceedings. Stonewater is entitled to charge the (former) client for its usual fees for (partially or fully) carrying out these measures and / or proceedings or assistance of aforementioned third parties (like the debt collection lawyer or legal expert). Received payments shall, regardless of any reference made on the wiring instruction, be offset against the oldest outstanding invoices.

- 3.4 Stonewater is entitled at any time to demand advance payments prior to its engagement or continuation of services. In default of payment thereof, Stonewater is upon given notice entitled not to commence its activities or to suspend or terminate these. Unless expressly agreed otherwise, each advance payment will be deducted from the final invoice relating to the case in question. In addition, Stonewater is entitled to set-off the advance payment with any outstanding invoice relating to the case in question as well as relating to any other case of the client. Also in case of such set-off, Stonewater is authorized to request an additional advance payment.
- 3.5 If a fixed price or target price has been agreed upon, Stonewater is authorized to adjust this price in case of circumstances that were not anticipated at the moment of commencement of the services rendered in the case in question. An agreed budget is only a cost indication from which can be deviated, unless it has been explicitly agreed in writing that this is a binding budget.
- 3.6 The client is not entitled to suspend any payment on any grounds whatsoever nor to offset any invoice of Stonewater with any claim or claims against Stonewater, contingent or otherwise.

4. TAXES

- 4.1 All amounts shall be increased with VAT and other relevant taxes and charges, except in situations where in the opinion of Stonewater this tax or charge may be shifted to the client.
- 4.2 If Stonewater has reverse-charged VAT or otherwise has invoiced without VAT and the tax authorities or Stonewater subsequently find that invoicing should have been made with VAT, then Stonewater is authorized to charge such VAT amount to the client and the client is obliged to pay such amount to Stonewater, including any statutory interest and collection costs.
- 4.3 If the client is obliged to make any withholding or reduction on the payment to Stonewater, client shall pay such higher sum as to ensure that after this withholding or reduction, Stonewater shall receive the same amount as under the original invoice.

5. DOCUMENTATION AND DATA

- 5.1 All documents prepared by Stonewater are and remain the intellectual property of Stonewater and may be used by Stonewater for other clients, provided that the confidentiality towards the client is not harmed. Client is entitled to use these documents for personal use.
- 5.2 Stonewater has the right to return client's documents and materials only upon full payment of all outstanding invoices.
- 5.3 Stonewater will store all documents relating to a case for a period of five years after completion of such case. After this period, it is entitled to destroy these documents, without prior notice to the client. Alternatively, Stonewater will continue to store these documents for a longer period, whereby storing costs will be charged to the client.
- 5.4 Stonewater will handle all client data as confidential, unless it reasonably can assume that this information is not confidential. When third parties are engaged for rendering services to the client, Stonewater is authorized to make such information available to these third parties, unless the client has previously stated that its consent is required. Pursuant to the Act on Prevention of Money Laundering and Financing of Terrorism or any other law or regulation, Stonewater can be obliged to provide information about the client, client's anticipated or executed transactions and its ultimate beneficial owners to the relevant authorities without notifying the client thereof. The client accepts this and confirms not to oppose thereto and shall not prevent or hinder Stonewater's legal obligations in this respect.

6. COMPLAINTS PROCEDURE

- 6.1 The Stonewater office complaints policy is applicable to the engagement letter between Stonewater and the client and the services rendered by Stonewater. This Stonewater office complaints policy can be found at the Stonewater website under www.stonewater.nl. Any complaint can be submitted to Stonewater via the contact details mentioned in the engagement letter or on the website. A complaint (not being a disciplinary complaint as referred to in paragraph 4 of the Law on Attorneys (*Advocatenwet*)) not resolved after completing the internal complaints procedure, can be submitted by the complainant to the Dutch Arbitration Institute in accordance with article 9.5 of these Stonewater terms of service. A disciplinary complaint as referred to in paragraph 4 of the Law on Attorneys (*Advocatenwet*) can be submitted by the complainant to the dean of attorneys further to paragraph 4 of the Law on Attorneys (*Advocatenwet*), also without prior use of the Stonewater office complaints policy.

7. LIMITATION OF LIABILITY

- 7.1 The client can only hold Stonewater liable for non-performance or claims for damages of whatsoever kind and not any other Stonewater legal entity or any attorney, tax attorney, paralegal or other employee or staff member related to Stonewater, nor any director, member, shareholder or any professional legal entity related to Stonewater or to any of the aforementioned related persons. This article is considered a third-party clause in the sense of Article 6:253 et seq. Dutch Civil Code that is or is deemed to have been accepted by these third parties.
- 7.2 Stonewater is not liable for any act or omission or any damages related thereto caused by a third party engaged by Stonewater or proposed to the client nor for third parties that are members of

a national or international network or cooperation in which Stonewater participates. Stonewater is, in the case of engaging a third party, authorized to accept on behalf and for account of the client any limitation of liability used by such third party.

- 7.3 The client indemnifies Stonewater and its associated persons for any claim (including the costs incurred and to be incurred by Stonewater and its associated persons relating to this claim) made by any third party to the extent, in any way, connected with or arising from (i) the engagement and / or services rendered by Stonewater and/or any associated person or (ii) any defect therein or arising from tort, except in cases of wilful misconduct or gross negligence by Stonewater.

- 7.4 Any professional liability of Stonewater is limited to the amount paid in the relevant case under Stonewater's professional liability insurance, increased with the amount of the insurance deductible as stated in the policy conditions and not payable by the insurer. The professional liability insurer of Stonewater is Allianz Nederland Schadeverzekering, Coolsingel 120, 3011 AG Rotterdam, the Netherlands. Further details regarding the professional liability insurance are available upon request. If for any reason whatsoever no payment under the insurance policy takes place, the total liability arising out of or in connection with the services rendered (or lack thereof) is limited to the amount paid by the client to Stonewater related to the services rendered in connection to the damage caused during the period of 12 months prior to the liability claim, subject to a maximum of EUR 50,000. The aforementioned limitation shall not apply in cases of wilful misconduct or deliberate recklessness of Stonewater.

- 7.5 In the event of any damage to persons or property caused by Stonewater, the aforementioned article 7.4 of these terms of service shall apply mutatis mutandis to the general liability insurance of Stonewater, whereby in the absence of any payment under this general liability insurance, the liability of Stonewater is limited to EUR 25,000.

- 7.6 The time limit (*vervaltermijn*) for the validity of any claim made against Stonewater and / or any (legal) person mentioned in article 2 of these terms of service is 6 months after the claimant party was aware or should have been aware of the circumstances causing the damage and in any way 12 months after the relevant services having been performed by Stonewater, without prejudice to any applicable shorter statutory period. If the client is a consumer, aforementioned 12 month period shall not be applicable and aforementioned 6 month period shall be extended to 12 months.

- 7.7 Neither Stonewater nor any (legal) person related to Stonewater is liable for any damage arising out of or in any way connected to the insolvency of or any other failure of performance by any bank, financial institution or other third party. This provision qualifies as a third party stipulation in the sense of Article 6:253 et seq. Dutch Civil Code, which provision is hereby deemed to have been accepted by these (legal) persons.

- 7.8 The limitations of liability as stated in these terms of service also apply to the improper functioning of equipment, software, e-mail, internet, cloud, computer systems, databases, registers or other means as used by Stonewater for providing its services, all without any exception, as well as the interception of audio and / or data transmissions by telephone, fax or e-mail. All e-mail, data, audio, fax and telephone communications are unencrypted unless the client explicitly requests otherwise in writing beforehand and pays for the additional expenses. Stonewater is, using standard virus protection, not liable for any damages in connection with or arising from viruses,

including but not limited to damages associated with or caused by defects resulting from conveyed or transferred data files, damage to other files or data on the client's or third party's computer systems and the costs of remedying or repairing such damage.

- 7.9 When the client has sent messages to Stonewater that are important in his view, the client needs to verify whether these messages have timely and without any defect reached the addressee at Stonewater.
- 7.10 Stonewater is not liable for any loss of data or unauthorized access to data occurring in spite of the care taken by Stonewater. Stonewater is not liable for loss of data or unauthorized access resulting from the transmission of data over public networks or the use of third party's networks and systems.

8. NOTICE OF TERMINATION

- 8.1 Each party is entitled to terminate the engagement and the provision of services by giving notice to the other party, if requested with immediate effect. The client remains liable to pay for the services rendered prior to such notice.

9. MISCELLANEOUS

- 9.1 The Stonewater attorneys are registered as attorney in The Netherlands with the Dutch Bar Association, Prinses Beatrixlaan 5, 2595 AK The Hague, The Netherlands, +31 70 335 35 35, info@advocatenorde.nl.
- 9.2 The client is not allowed to assign or encumber any of his rights and obligations under any matter. This provision has effect under property law.
- 9.3 Stonewater is entitled to amend or substitute these terms of service as well as the office complaints policy at any time. These amended or substituted terms of services shall apply to all new and ongoing engagements, unless the client notifies in writing not to accept these amended or substituted terms of services within two weeks after receipt thereof.
- 9.4 The legal relationship between the client and Stonewater and the services rendered by Stonewater are exclusively governed by Dutch law, without regard to any choice of law rules of Dutch private international law.
- 9.5 Any disputes that may arise in connection with the agreement between Stonewater and the client, or any further agreements that may result therefrom, shall be settled exclusively in the first instance by the District Court of Amsterdam. Where the client is a consumer, the client is entitled, within one month of Stonewater invoking this clause in writing against the client, to opt for the dispute to be settled by the court having jurisdiction under the law. A dispute concerning a complaint as referred to in Section 4 of the Advocatenwet may also be submitted by the complainant to the Dean competent under Section 4 of the Advocatenwet. These general terms and conditions have been drawn up in Dutch and English and have been filed with the Trade Register of the Chamber of Commerce under number 72818948 and published on www.stonewater.nl. The text of the Dutch terms and conditions shall prevail over the English text.

The terms and conditions are available on Stonewater's website, are also available for inspection at Stonewater's offices and will be sent free of charge upon request.

STONEWATER OFFICE COMPLAINTS POLICY

1. DEFINITIONS

1.1 In this office complaints policy the following definitions apply:

- 1.1.1 Complaint: any written complaint, submitted in accordance with article 5 paragraph 3 of this complaints procedure or any other notice by the complainant stating that he wishes to have its complaint treated in accordance with this complaints policy, by or on behalf of the client against the attorney or any person working under his responsibility containing a statement of dissatisfaction regarding the engagement and the execution thereof, the quality of services rendered or the amount of the invoice, including a disciplinary complaint as referred to in paragraph 4 of the Law on Attorneys (*Advocatenwet*) if such disciplinary complaint has not yet been submitted to the dean of attorneys;
- 1.1.2 Complainant: the client or its representative filing a complaint;
- 1.1.3 Complaints officer: the attorney in charge of handling the complaint;
- 1.1.4 Terms of service: the Stonewater terms of service as applicable between Stonewater and the client.

2. APPLICABILITY

- 2.1 This office complaints policy applies to every engagement between Stonewater and the client and to the persons operating under Stonewater's responsibility.
- 2.2 Each Stonewater attorney takes care of the handling of complaints in accordance with this office complaints policy.

3. GOALS

- 3.1 This office complaints policy aims to:
 - 3.1.1 record a procedure for handling of complaints made by complainant within a reasonable period and in a constructive manner;
 - 3.1.2 record a procedure in order to determine the causes of the complaints;
 - 3.1.3 continue and improve the existing relationships by means of a sound complaints handling procedure;
 - 3.1.4 train partners and employees to respond to complaints in a client oriented manner; and
 - 3.1.5 improve the quality of services rendered by means of the handling and analysis of complaints.

4. INFORMATIE AT COMMENCEMENT OF SERVICES

- 4.1 This office complaints policy has been made public on www.stonewater.nl. Stonewater informs the client prior to commencement of its services about this office complaints policy and the applicability thereof to the services that are to be rendered.
- 4.2 Stonewater has included in its terms of service by means and on its website www.stonewater.nl at which independent party or agency a complaint, which despite handling has not been resolved, can be filed in order to obtain a binding ruling. Stonewater has notified the client hereof together with its engagement letter.
- 4.3 Litigating against Stonewater (and / or the person being complained about) is not possible if the complaint is not submitted timely (as referred to in Article 5.2 of this complaints procedure) and complete (as referred to in Article 5.3 of this complaints procedure).

5. INTERNAL COMPLAINTS PROCEDURE

- 5.1 If a client approaches Stonewater with a complaint, this complaint will be directed to the complaints officer mentioned in the engagement letter under the heading "Quality". If no complaints officer is designated in the engagement letter or if this complaints officer is no longer working at Stonewater, the most experienced lawyer of Stonewater, who is not involved in the case or dispute, shall act as the complaints officer.
- 5.2 The client must submit the complaint within the term as stated in Article 7.6 of the Stonewater terms of service. If a complaint is submitted after the aforementioned period, the complaints officer may decide not to process the complaint. The complaints officer will inform the client about this as soon as possible.
- 5.3 The complaint will only be processed if the client thereby provides at least the following information:
 - 5.3.1 the name and address details of the client;
 - 5.3.2 the name of the lawyer against whom the complaint is directed;
 - 5.3.3 a description of the act or omission of the lawyer or of the statement that gave rise to the complaint;
 - 5.3.4 the case number to which the complaint relates;
 - 5.3.5 the statement that the complaint must be handled via the office complaints procedure; and
 - 5.3.6 the date of submission of the complaint and signature.
- 5.4 If the complaint does not meet the requirements as stated in Article 5.3 of this complaints procedure and the complaints officer expects or reasonably should expect that the client intended his complaint to be in accordance with Article 5.3, the complaints officer will inform the client

about this after receiving the complaint. In that case the client will have the opportunity to provide the missing information within the aforementioned period of three months, failing which the complaints officer will not process the complaint. The complaints officer will inform the client in writing if the latter takes place.

- 5.5 The complaints officer shall notify the person about whom a complaint has been filed of the filing of such complaint and offers the complainant and the person about whom a complaint has been filed the opportunity to further explain or respond to this complaint.
- 5.6 The person about whom a complaint has been filed shall try to find a solution together with the complainant, with or without intervention by the complaints officer.
- 5.7 The complaints officer shall within four weeks after receipt of the complaint notify the complainant and the lawyer against whom the complaint is directed in writing of his decision on the complaint and state the reasons thereto or shall otherwise within this term handle the complaint. If this does not take place within this term, he will inform the complainant and the lawyer against whom the complaint is directed of a different estimated handling period, stating the reasons for such delay.
- 5.8 The complaints officer informs the complainant and the person about whom a complaint has been filed in writing of his judgment on the merits of the complaint and may provide recommendations.
- 5.9 If the complaint has been dealt with satisfactorily, the complainant, the person about whom a complaint has been filed as well as the complaints officer shall sign this judgment on the merits of the complaint.
- 5.10 No fee shall be due by the complainant for the handling of its complaint.
- 5.11 The complainant can submit any complaint that has not been settled satisfactorily to the Netherlands Arbitration Institute in accordance with article 9.5 of the Stonewater terms of service. In case the client is a consumer, the client is entitled to choose for the competent court according to Dutch law within a month after Stonewater has invoked this article against the client in writing. A disciplinary complaint as referred to in paragraph 4 of the Law on Attorneys (*Advocatenwet*) can be submitted by the complainant to the dean of attorneys further to paragraph 4 of the Law on Attorneys (*Advocatenwet*).

6. CONFIDENTIALITY AND COMPLAINTS HANDLING FREE OF CHARGE

- 6.1 The complaints officer and the person about whom a complaint has been filed shall treat all information received during the handling of the complaint as confidential.
- 6.2 No fee will be applicable for the internal complaints procedure.

7. RESPONSIBILITIES

- 7.1 The complaints officer is responsible for the timely handling of the complaint.

- 7.2 The person about whom a complaint has been filed informs the complaints officer on any contact with the complainant and a possible solution.
- 7.3 The complaints officer informs the complainant on the handling of the complaint.
- 7.4 The complaints officer keeps record of the complaint.

8. REGISTRATION OF THE COMPLAINT

- 8.1 The complaint officers registers the complaint and the subject of the complaint.
- 8.2 A complaint can be divided into several subjects.
- 8.3 The complaints officer regularly reports on the handling of complaints and makes recommendations for preventing new complaints and for improvement of the complaint handling procedures.
- 8.4 At least once per year the reports and recommendations shall be discussed at the Stonewater offices and be submitted for decision-making.
- 8.5 This office complaints policy is drawn up in Dutch and English language and has been published on www.stonewater.nl. The Dutch text shall prevail over the English text.
