

Eversheds Sutherland (Netherlands) B.V. Standard Terms of Engagement

1. General

In these Terms of Engagement:

- “we”, “us” and “our” means Eversheds Sutherland (Netherlands) B.V.
- “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 (Netherlands) B.V. 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 70126313 and with its principal place of business at Tower Ten, 9th floor, Strawinskylaan 957, 1077 XX Amsterdam, Postbus/PO Box 7902, 1008 AC Amsterdam, the Netherlands and at Fascinatio Boulevard 200, 3065 WB, Rotterdam, the Netherlands, which has as its object the exercise of a legal practise in an integrated association, in the broadest meaning of the term, by attorneys-at-law (advocatuur) and (candidate) civil law notaries (notariaat).

Eversheds Sutherland (Netherlands) B.V. is regulated by the Nederlandse Orde van Advocaten (NOvA) (www.advocatenorde.nl) and the Koninklijke Notariële Beroepsorganisatie (KNB) (www.knb.nl). The rules and principles applicable to the professional conduct of attorneys (*advocaten*) can be found through the link to the website of the NOvA. The rules and principles applicable to the professional conduct of civil law notaries (*notarissen*) can be found through the website of the KNB.

Eversheds Sutherland (Netherlands) B.V. 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. It is authorised and regulated by the Solicitors Regulation Authority (SRA) under registration number 383181. Eversheds Sutherland (Netherlands) B.V. is an overseas practice of Eversheds Sutherland (International) LLP under the SRA’s ‘Overseas and Cross-border Practice Rules’.

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 or affiliated firms (d) the members of Eversheds Sutherland (Europe) Limited and (e) the members of Eversheds Sutherland (Africa) 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 under number 10501301, with its registered office at 2 New Bailey, 6 Stanley Street, Salford, Greater Manchester, M3 5GS, 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 2 New

Bailey, 6 Stanley Street, Salford, Greater Manchester, M3 5GS, United Kingdom. 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.

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Each Eversheds Sutherland Entity operates and carries on business as an independent, separate and autonomous legal entity. They are not one international or global partnership and the Eversheds Sutherland Entities are not legal partners with each other.

Each Eversheds Sutherland Entity provides legal 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.

3. Our contract with you

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

You will be responsible for ensuring that all algorithms, formulae, models or numerical data included in any documents to be entered into by you have been accurately completed and recorded, do not contain any errors and meet your objectives. We will not have any duty to assess or advise on these and have no responsibility for them where these are either included in any documents prepared by you, your advisers or other third parties or where you supply them to us to include in documentation prepared by us.

5. Your relationship with Eversheds Sutherland (Netherlands) B.V.

Your contractual relationship is with Eversheds Sutherland (Netherlands) B.V. only and not with any other Eversheds Sutherland Entity 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 (Netherlands) B.V. only and not against any other Eversheds Sutherland Entity or any of their individual partners, employees, directors, consultants or agents.

Please note that when we refer to "a partner" or "partners" of Eversheds Sutherland (Netherlands) B.V., the term "partner" indicates a member of Eversheds Sutherland (International) LLP or an employee or consultant of Eversheds Sutherland (International) LLP with equivalent standing and qualifications who is designated as a partner. It should not be construed as indicating that the members/partners of Eversheds Sutherland (International) LLP are carrying on business in partnership for the purposes of the Partnership Act 1890. A list of names of the members/partners of Eversheds Sutherland (International) LLP together with a list of those non-members who are designated as partners and their professional qualifications is available for inspection at One Wood Street, London EC2V 7WS.

All instructions will be accepted and performed solely by Eversheds Sutherland (Netherlands) B.V. 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 EUR 10 million 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, a single liability cap of EUR 10 million in aggregate will apply to be shared by all of those clients.

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.

Where we prepare standard or template documents for you, all claims arising from one matter, error or omission or one series of related matters, errors or omissions will be regarded as one claim.

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 (Netherlands) B.V. (whether direct or indirect) and (ii) group companies, holding companies, operating companies, pension companies and other related entities of Eversheds Sutherland (Netherlands) B.V. or of any of its partners or (direct or indirect) shareholders, (b) entities established or to be established by an Eversheds Sutherland Entity for the purpose of holding or managing client funds, including entities having the status of a so called Stichting Beheer Derdengelden and (c) individuals working for and associated with Eversheds Sutherland (Netherlands) B.V. 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 (Netherlands) B.V. 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 (Netherlands) B.V. 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 to the Land Registry or the court. 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 and our client account**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 (Netherlands) B.V. 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 10 below.

Our fees are payable free of any withholding or deduction in respect of any taxes or duties. If you are required by law to withhold or deduct any tax or duties, we shall be entitled to increase the amount of our invoice so that after any withholding or deduction we receive a net sum equal to the amount of the fees owed to us.

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.

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

Our client account

We bank with a number of financial institutions. Our main client accounts are held with ING Bank, but we also hold monies with other banks from time to time (details are available on request). Unless you request otherwise, we will hold monies for you in our client accounts with any one of these institutions. Please contact your Client Partner if you have specific banking requirements. If we are subject to banking fees for holding money on your behalf in our client accounts, we reserve our right to pass such fees onto you.

Where we hold monies for you in our client account, or in accounts held jointly with others, please note that these are treated as if you had deposited them direct with the relevant financial institution. We are not liable for the default of any financial institution where we have deposited your funds.

9. 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 in such circumstances we will maintain an 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.

10. 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, including those imposed by the NOvA and KNB, 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.

11. 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 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 agree 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 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.

12. 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.

13. Data Protection

In these Terms of Engagement, "Data Protection Legislation" means all applicable 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.

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; "special category personal data" (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 controller (as defined in the Data Protection Legislation). To the extent you provide personal data relating to other individuals, you do so as 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 Notice, which is available on our website at www.eversheds-sutherland.com. Where appropriate, you will make our Privacy Notice available to your employees whose personal data is provided to us by you.

We will process the personal data we hold: to provide legal or related 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 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, the UK 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 22 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 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.

14. 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.

15. Confidentiality

We will keep information about you and your affairs, which is not in the public domain, confidential, unless you agree to us disclosing the information (including as permitted below) or we are required or permitted to disclose it by law.

Sharing with Eversheds Sutherland Entities and our usual business operations

You agree that we may disclose information about you:

- (a) to any Eversheds Sutherland Entity, for the purposes of (without limitation) cross-matter working, conflict analysis, establishing your identity ("Know Your Client"), compliance, insurance,

business development, financial planning, banking, billing, research, practice management including financial performance and reward, governance, training and development and administration;

- (b) as necessary, to our insurers, auditors and bankers, suppliers and subcontractors (including third parties to whom we outsource certain tasks or which provide services to us including without limitation IT service providers, IT support and translation services);
- (c) to your other professional advisers, unless you instruct us otherwise; and
- (d) to local legal counsel in other jurisdictions in order for them to provide you or us with a quotation or advice.

Use of cloud services

You agree that we may store your information in a protected cloud hosted by a third party service provider.

Data analytics

You agree that we may use information about you for our own internal business purposes, such as financial, pricing and other analyses, benchmarking, developing operational efficiencies, identifying market trends and improving client service delivery.

Other

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

- (a) disclose your information, as necessary, to 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; and
- (b) disclose any relevant information in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceedings.

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.

This paragraph 15 will apply both during the retainer with us and after it comes to an end.

16. E-mails

We will use e-mail to communicate with you. You acknowledge that communications sent by e-mail are not secure. We can provide fully encrypted extranet facilities at additional cost.

17. Portals

As part of our services, we may offer the use of collaborative portals which may be cloud based (and unless we inform you otherwise these will be hosted in the UK or EEA). Your use of these and any data you transmit to us to be uploaded to them or which you upload will be subject to separate terms of use. Unless we agree otherwise with you or as set out in those separate terms of use, the limitation of liability set out in paragraph 6 of these Terms of Engagement will include our liability for any claims arising from your use of such portals and the services we provide in respect of the same. If you use any of these portals: (a) you are responsible for ensuring the secure transfer of any

data to us and that no original data is transmitted by you to be held or uploaded on such portal; (b) you confirm you have all necessary consents and licences for this data to be stored in the portal; and (c) you acknowledge that data contained in these portals is segregated and agree that you will not access any data in any part of a portal where you are not authorised to access the same.

18. Legal professional privilege

In general, communications between clients and their legal advisers recording or referring to advice enjoy special protection from being disclosed in litigation or other circumstances. However, this privilege can be lost if advice given to you is circulated beyond the original recipient. Although this is a complex area, our general advice is that you should treat communications relating to legal matters as confidential and avoid circulating them any more widely than necessary.

19. 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.

20. 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 will at all times comply with our professional and regulatory duties to our clients, including under the SRA Code of Conduct, if applicable, and provided these duties do not conflict with the duties imposed by the NOvA and/or KNB. In some circumstances, we may also apply the US conflict rules. You confirm and agree in advance for any Eversheds Sutherland Entity to act for another client against you and/or your affiliates in matters: (a) that are non-contentious; (b) that are not substantially related to matters in which we act, or have acted, on your behalf; and (c) where we have no confidential information about you that is material to that matter.

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 on 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.

21. Litigation and arbitration matters

In all Matters involving a dispute that may lead to court or tribunal proceedings, the need to comply with court/tribunal rules places responsibilities on clients and lawyers. Failure to comply with your responsibilities may lead to the imposition of sanctions for which we cannot accept responsibility.

Such sanctions could include the striking out of the claim or the defence, limitation on presentation of evidence to the court and the restriction or removal of the ability to recover costs from the other parties if the claim is successful.

22. 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.

If you require us to retrieve or migrate specific documents or files then we may charge you at our discretion for the time and expense taken for such retrieval or migration. 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.

23. 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 legal 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.

Alternatively, the details of our complaints handling procedure can be found on our website ([ES-NL-Complaints-procedure.pdf \(eversheds-sutherland.com\)](#)).

Our notarial services are also governed by a complaints procedure that is available via [www.degeschillencommissie.nl](#) or [www.knb.nl](#) (further information in Dutch only).

24. 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.

25. Anti-slavery

We will comply with all applicable laws relating to anti-slavery and human trafficking in the jurisdictions in which we operate and are committed to taking appropriate steps to address the risk of slavery and human-trafficking within our business and supply chains.

26. Anti-bribery and corruption

We will comply with all applicable laws relating to anti-bribery and corruption in the jurisdictions in which we operate. We are committed to operating to the highest ethical standards and acting with integrity in all our business dealings and relationships and take a zero tolerance approach to bribery and corruption. Our detailed anti-bribery and corruption programme is designed to protect Eversheds Sutherland, our people, our clients and third parties we work with from breaches of applicable anti-bribery and corruption laws.

27. Sanctions

Various sanctions, restrictions and requirements ("Sanctions Restrictions") may apply and be binding on us and/or our insurers, insurance brokers, banks and/or third parties who may be involved in a Matter. If the effect of Sanctions Restrictions is that (i) we become restricted or prevented in performing all or part of the services forming part of a Matter, (ii) our professional

indemnity insurance is, or may be, restricted, excluded, suspended or not respond to any claim relating to a Matter or (iii) any banking transactions relating to a Matter (including, without limitation, payment of our fees) are or may be prohibited, suspended or disrupted or unduly difficult (each being a "Sanctions Event"), then we shall be entitled to cease acting for you in such Matter and to terminate the agreement between us relating to such Matter, by giving immediate written notice to you. We will also have no liability to you for any failure to perform any part of the services relating to such Matter and us ceasing to act. Additionally, if a Sanctions Event arises and you make any claim against us we will not be liable to make any payment to you by way of compensation in excess of the amount we are able to recover from our insurers or, if higher, such minimum amount as the SRA or other relevant regulatory authority may require us to pay (but in any event not in excess of any limitation of liability agreed with you).

28. 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.

29. 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.

30. 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.

31. Jurisdiction

If paragraph 30 (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 28 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.

32. Further information

For further information about Eversheds Sutherland (Netherlands) B.V., please visit our website at [www.eversheds-sutherland.com](#). For 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.com/usefulinformation](#).