

GENERAL CONDITIONS OF TURING ADVOCATEN B.V.

1. Turing Advocaten is a tradename of Turing Advocaten B.V., a limited liability company (in Dutch: besloten vennootschap) incorporated under the laws of the Netherlands, trade register number 60328959, whose object is to practice the profession of lawyer (in Dutch: advocaat) (“Turing”).
2. These general conditions are applicable to all instructions (including, without limitation, supplemental and further instructions) rendered to and accepted by Turing, unless explicitly agreed otherwise in writing prior to the acceptance of any instructions.
3. All instructions are deemed to be instructions rendered to and accepted by Turing only, pursuant to a contract for professional services (in Dutch: overeenkomst van opdracht), even if it is the express or implied intent that an instruction will be performed by a specific person. The operation of article 7:404 of the Dutch Civil Code, and the operation of article 7:407 (2) of the Dutch Civil Code is excluded. In acting upon an instruction, Turing may call upon the assistance, under its responsibility, of employees of Turing and, where appropriate, may engage the services of third parties.
4. Turing shall exercise due care in performing an instruction and selecting and engaging the services of third parties. When engaging the services of third parties, Turing shall (except in the case of local counsel engaged to file papers in Dutch courts outside The Hague (in Dutch: procureur) and bailiffs (in Dutch: deurwaarders)), as far as practically possible, select such third parties after consultation with the client. Any and all liability in respect of such third parties is excluded.
5. If the performance of an instruction by Turing gives rise to liability, this liability shall at all times be limited to the amount which is paid under Turing’s liability insurance in respect of the matter concerned plus the amount of any deductible (in Dutch: eigen risico) which under the terms of the insurance policy is for the account of Turing. Turing is insured at AIG Europe Limited and will, at your request, provide a copy of the applicable liability insurance.
6. If, for whatever reason, the insurer makes no payment under the insurance policy referred to above, any liability shall be limited to a sum equal to the amount paid by the client to Turing in relation to the matter, or the relevant part thereof, in respect of which the liability has arisen, subject to a maximum of EUR 50,000. Without prejudice to the provisions set forth in article 6:89 of the Dutch Civil Code, the right to compensation for damages shall at any rate terminate twelve months after the occurrence of the event that caused, whether directly or indirectly, the damages for which Turing is liable.
7. Performance by Turing of instructions shall be exclusively on behalf of the instructing client. The (contents of) the works and services performed shall not confer any rights on third parties.
8. In respect of instructions performed, fees shall be payable by the instructing client and, if applicable, disbursements and V.A.T. Invoices must be paid within the period stated on the invoice or, in the absence thereof, within thirty (30) days from the date of the invoice. Should payment not be received within such period, the client shall be deemed to be in default, without any further notice being required.

9. Turing shall have the right to request the instructing client to make an advance payment prior to any work being undertaken. Any such advance shall be set-off against the final invoice in the relevant matter.
10. Turing processes personal data in accordance with its privacy statement (see Turing's website: www.turing.law).
11. The relationship between Turing and the instructing client is governed by the laws of The Netherlands. The court of The Hague, the Netherlands shall have exclusive jurisdiction over any dispute which may arise between Turing and a client. Notwithstanding the above, Turing shall have the right to take legal action against the client in a court of law that would have had jurisdiction over disputes between the client and Turing if the above nomination of jurisdiction had not been made.
12. Notwithstanding your right to institute proceedings before the District Court of The Hague, performances by Turing are subject to its complaint and dispute resolution rules, which rules are attached to these general conditions..
13. These general conditions are stipulated not only for the benefit of Turing, but also for the benefit of its shareholders and their managing director, managing directors of Turing, employees and all persons engaged by Turing in relation to the performance of an instruction.
14. In the event of any conflict between the Dutch text of these general conditions and the text of any translation thereof, the Dutch text shall prevail.

COMPLAINTS PROCEDURE OF TURING ADVOCATEN B.V.

Our firm will take every effort to have its services rendered in the best possible way.

Nevertheless, it may occur that you are dissatisfied with a certain aspect of our provision of services. In such situation, you may use our internal complaints procedure.

1. Definitions

The following terms are used in this complaints procedure:

- Turing: Turing Advocaten B.V. a limited liability company incorporated under Dutch law whose purpose is the pursuit of the legal profession;
- Complaint: any written expression of dissatisfaction from or on behalf of the client directed at an attorney-at-law or the persons working under its responsibility regarding the establishment and performance of or under an engagement, the quality of the provision of services or the amount of the invoice, not being a complaint as referred to in paragraph 4 of the Act on Advocates (*Advocatenwet*);
- Complainant: the client or its representative expressing a complaint;
- Complaints officer: the attorney-at-law who is in charge of handling a complaint.

2. Scope of application

- 2.1 This complaints procedure applies to every engagement agreement between Turing and the client.

2.2 Each attorney-at-law of Turing ensures that complaints are handled in conformity with the office complaints procedure.

3. Purposes

The purpose of this complaints procedure is to:

- a. establish a procedure for constructively dealing with a client's complaint within a reasonable period of time;
- b. establish a procedure for determining the cause of a client's complaint;
- c. maintain and improve existing relationships by dealing with complaints correctly;
- d. train staff how to respond to complaints with the client's preferences in mind;
- e. improve the quality of the provision of services through the handling of complaints and the analysis thereof.

4. Information at commencement of provision of services

4.1 This complaints procedure has been published. Before entering into the engagement agreement, the attorney-at-law will point out to the client that the firm uses a complaints procedure and that it applies to the provision of services. This complaints procedure is part of the general conditions and applies to every engagement agreement entered into by Turing with clients.

4.2 Complaints as referred to in article 1 of this complaints procedure that have not been resolved after being dealt with, will be submitted to the court district The Hague in conformity with article 12 of the general conditions of Turing Advocaten B.V.

5. Internal complaints procedure

5.1 If the firm has been approached to consider a complaint, it is passed on to mr. A.P or, in case a complaint is lodged regarding the provision of services of mr. A.P. de Wit, to mr. H.A.J. de Jong.

5.2 The complaints officer will inform the person involved in the complaint of the complaint.

5.3 Both the complainant and the person involved in the complaint will be given the opportunity to provide for an explanation regarding the complaint.

5.4 The person involved in the complaint will take reasonable efforts to find a resolution together with the client whether or not the complaints officer has intervened.

5.5 The complaints officer will finalise his view of the complaint within four weeks of its receipt or he will notify the complainant about the deviation from this deadline together with the reasons thereof and a specification of a new deadline for finalising the complaint.

5.6 The complaints officer will inform the complainant and the person involved in the complaint on the outcome of the merits of the complaint, whether or not accompanied by recommendations.

5.7 If the complaint has been satisfactorily resolved, the complainant, the complaints officer and the person involved in the complaint will sign the outcome of handling the complaint.

6. Confidentiality and free complaints handling

6.1 The complaints officer and the person involved in the complaint will maintain confidentiality whilst handling the complaint.

6.2 No compensation is due for any cost incurred the complaint.

7. Responsibilities

7.1 The complaints officer is responsible for a timely finalisation of the complaint.

7.2 The person involved in the complaint will keep the complaints officer informed of his or her correspondence with the client and of any possible resolution.

7.3 The complaints officer will keep the complainant informed of the complaint.

7.4 The complaints officer will keep record of the complaint file.

8. Complaints record

8.1 The complaints officer ensures a proper registration of the complaint, specifying its subject matter.

8.2 A complaint may be classified into several subject categories.

8.3 The complaints officer will periodically report on the handling of complaints and will make recommendations in order to prevent new complaints, as well as for the improvement of procedures.

8.4 The reports and the recommendations will be reviewed at the firm and presented for decision-making at least once per year.