

TERM AND CONDITIONS OF BUSINESS

of F.J.C. Legal B.V., acting under the name Steadfast banking and securities law

1. F.J.C. Legal B.V. ("**F.J.C. Legal**") is a limited liability company whose object is the practice of law, in the broadest meaning of the term, as attorneys-at-law. F.J.C. Legal acts under the trade name Steadfast.
 2. These Terms and Conditions of Business apply to any and all engagements performed by F.J.C. Legal, including any follow-up engagements that are granted to F.J.C. Legal, its directors or staff members. The applicability of any other general terms and conditions is expressly excluded.
 3. The fee charged for the work performed by F.J.C. Legal is based on hourly rates, unless otherwise agreed between F.J.C. Legal and the client. Since the hourly rate is typically revised annually, the rate may be varied in the course of an engagement. Expenses incurred by F.J.C. Legal on behalf of client may be charged separately.
 4. Payment of invoices is due by client within 15 days of the invoice date. If no payment is received within the above period, client will be in default without any further notice and F.J.C. Legal shall be entitled to claim, without any notice of default being required and without prejudice to any further rights it may have, the legal commerce interest rate (*wettelijke handelsrente*).
 5. As lawfirm, F.J.C. Legal is obliged to have a professional liability insurance. The minimum amount that should be covered by the insurance is - at the time of writing - EUR 500.000. In order to better protect its clients, F.J.C. Legal has chosen for an insurance that covers loss up to the amount of EUR 1.000.000. F.J.C. Legal will provide a copy of the insurance policy to client at client's first request.
 6. Any liability of F.J.C. Legal is limited to the amount paid out under the professional liability insurance in the specific matter together with any applicable amount of own risk margin (in Dutch: *eigen risico*). If no amount is paid out under the insurance, the liability of F.J.C. Legal is limited to the amount of fees charged for the specific professional services rendered, however not exceeding EUR 50.000,- (fifty thousand euro).
- Warning:** The scope of the services of F.J.C. Legal is advising the financial industry. F.J.C. Legal is aware that loss incurred by client may be substantial and may exceed the insured amount (or any insurable amount) and the amount of liability of F.J.C. Legal. By making use of the services of F.J.C. Legal, Client confirms to understand and accept this.
7. F.J.C. Legal is authorised to engage third parties in carrying out an engagement for client and F.J.C. Legal will exercise due care in selecting such third parties. F.J.C. Legal expressly disclaims any liability for any failure in the services performed by such third party. If third parties who have been engaged in connection with the performance of a client assignment wish to limit their liability in relation thereto, F.J.C. Legal has the authority to accept such limitation of liability on behalf and for the account of client.
 8. All instructions are given to F.J.C. Legal as a firm, even if it is the express or implied intent that a specific person will be in charge of a specific matter. The applicability of article 7:404 of the Dutch Civil Code, which addresses the situation referred to in the last sentence, and article 7:407 of the Dutch Civil Code, which imposes a joint and several liability when an instruction is given to two or more persons, is expressly excluded. By using the services of F.J.C. Legal, client agrees that managing directors and staff of F.J.C. Legal bear no liability whatsoever. These persons can in any and all cases disclaim any liability and invoke this exclusion of liability as made on their behalf (*derdenbeding*).
 9. Client will hold F.J.C. Legal harmless against all claims of third parties who allegedly have suffered costs and damages in connection with the services performed by F.J.C. Legal for client.
 10. Any services performed by F.J.C. Legal for client are exclusively governed by Dutch law. The courts of the Netherlands shall have exclusive jurisdiction over any dispute arising between F.J.C. Legal and client.

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