

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are used by the public limited company LXA N.V., with its registered office in 's-Hertogenbosch, the Netherlands, and its principal places of business in 's-Hertogenbosch, Eindhoven and Amsterdam, as well as by the legal or natural persons designated by it.

These General Terms and Conditions have been filed with the Chamber of Commerce under number 51413779 and may also be viewed at [www.lxa.nl/en/terms-and-conditions/](http://www.lxa.nl/en/terms-and-conditions/).

### Article 1. Definitions

In these conditions the terms below have the following meanings:

LXA: the public limited company LXA N.V., its successor(s) in title and/or any legal or natural persons designated by it.

Client: any legal or natural person giving an assignment to LXA or any of its lawyers or employees.

### Article 2. Applicability

1. These conditions apply to all assignments given to LXA.
2. All assignments are accepted exclusively by LXA, even if it is the explicit or implicit intention that an assignment be performed by a specific person. Contrary to the provisions of articles 404, 407(2) and 409 of Book 7 of the Dutch Civil Code, the lawyers and other persons working for LXA, whether or not employed by it, shall not be personally bound, responsible or liable.
3. Notwithstanding the above, these conditions are also stipulated for the benefit of the Stichting Derdengelden LXA and any third party, whether or not employed by LXA, engaged in the performance of an assignment or which is liable or may be held liable in connection with an assignment.
4. These general conditions are available both in Dutch and in English. In the event of a difference in interpretation between the Dutch and English versions, the Dutch text shall prevail.
5. These general terms and conditions or any contract to which they apply may be amended by written agreement only. Any evidence to the contrary shall be excluded. This provision constitutes an agreement as to burden of proof within the meaning of article 900 of Book 7 of the Dutch Civil Code.

### Article 3. Assignments

1. The Client guarantees that it will provide LXA, on request or otherwise, with all data and documents of which it knows or can reasonably assume that they are or may be relevant for the performance of the assignment. The Client guarantees the accuracy and authenticity of the data and documents provided by it.
2. The Client accepts that the assignments accepted and performed by LXA are subject to the applicable legislation and regulations, such as the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financiering van terrorisme (Wwft)) and the Rules of Conduct.
3. LXA is authorized and entitled at all times to decide which of its lawyers will perform the assignment, even if it is the intention that an assignment be performed by a specific lawyer. Temporary or permanent absence of this specific lawyer, or the lawyer in charge of the case, shall not result in termination of the assignment.
4. LXA is authorized and entitled at all times to assign all or part of the performance of the assignment to third parties (including translators, interpreters and external lawyers). LXA shall not be liable for any mistakes made by these third parties, at least not for an amount exceeding the amount of the fees invoiced by these third parties. LXA is authorized to accept conditions applicable to its relationship with a third party or stipulated by a third party on the Client's behalf.
5. LXA accepts only best efforts obligations and no obligations of result.
6. Copyrights relating to any works created by LXA will remain its property at all times. LXA will at all times be entitled to have its name included in or with the works created by it.
7. The assignments will be performed exclusively for the benefit of the Client. Without the explicit written permission of LXA, parties other than the Client will not be allowed to rely on or derive any rights from any work performed for the Client or the results thereof.

### Article 4. Rates and payment

1. Unless expressly agreed otherwise in writing, the fee due to LXA will be determined by multiplying the number of hours spent in the performance of an assignment by the applicable hourly rate. The hourly rate depends on the experience of the lawyer or lawyers involved and on the nature and importance of the assignment. The hourly rates will be reviewed at regular intervals, usually each calendar year.
2. Unless expressly stated otherwise, the rates specified in offers and assignment confirmations are in euros, excluding six per cent (6%) office expenses, VAT, travel and accommodation expenses, administrative charges, court fees and fees charged by any third parties engaged by LXA, such as bailiffs and foreign lawyers.
3. LXA will be entitled at all times to charge advance payments and/or require security for the payment of its claims, and to suspend the performance of its obligations until the Client has paid the advances charged or provided the requested security. If the Client remains in default of such advance payment or provision of security, LXA will be entitled to terminate the contract. The Client must compensate LXA for all losses arising for it from such suspension and/or termination.
4. LXA will in principle charge any payments due by the Client monthly in arrears.
5. Payments must be made within fourteen days of the invoice date, failing which the Client will be in default by operation of law. The Client will not be entitled to suspension or setoff.
6. The claim for payment of all amounts due to LXA will be immediately due and payable if and as soon as the Client is in default towards LXA, the control over the Client changes - through a change in the board of directors, a share transfer or otherwise - , the Client discontinues its business wholly or in part or alienates it in any way, the Client is declared insolvent or applies for a moratorium, a debt management scheme (WSNP) is declared applicable to it, an application has been filed for a guardianship order, all or part of its property is attached, all or part of its assets are put under administration or it otherwise loses the control and/or disposition over its assets either in whole or in part, as well as when the Client - if it is a general partnership or private or private limited company - is in liquidation or is dissolved.

### Article 5. Complaints

1. Complaints relating to invoices must be submitted to LXA in writing, together with the reasons, within thirty days of the invoice date, failing which the relevant rights of the Client will lapse.
2. All other rights alleged by the Client owing to failure by LXA in the performance of its obligations must be submitted to LXA in writing within two months after the Client has discovered the failure or reasonably could have discovered it, failing which the relevant rights of the Client will lapse.

### Article 6. Liability

1. Neither LXA nor the persons employed with LXA, both now and in the past, or whose services have been engaged by LXA for the performance of any assignment, shall be liable for any damage resulting from or in connection with the provision of services, or envisaged provision of services, irrespective of the ground for such liability, with the proviso that, if the damage is covered by LXA's liability insurance, liability for damage shall be limited to the actual amount paid out under such liability insurance in that specific case, plus the amount of the excess. LXA has taken out liability insurance for the amounts and in conformity with the terms customary in the sector, and will always report any case of damage to its insurance company. A copy of the policy of the liability insurance will be made available on request.
2. If for some reason LXA's liability insurance does not provide cover in a specific matter, or if the loss concerned is not covered by any insurance, LXA's liability shall be limited to an amount not exceeding the amount invoiced by LXA to the Client in connection with the assignment concerned during the last twelve calendar months during which LXA worked on the assignment.
3. LXA shall never be liable for any loss of profits, consequential damage or indirect loss.
4. Without prejudice to the provisions of Article 5 of these general conditions relating to complaints, all claims for compensation brought against LXA, except those which have been acknowledged by LXA, as well as in the event of intent and/or deliberate recklessness, shall lapse by the mere expiry of three (3) months after the Client has discovered or should reasonably have discovered the damage, and in any case upon expiry of a period of twenty-four (24) months after the work has been performed by LXA.
5. The Client indemnifies LXA against any third-party claims due to damage occurring during the performance of an assignment for the Client.
6. Notwithstanding the above, any conditions limiting, excluding or establishing liability which third parties can invoke against LXA can also be invoked by LXA against the Client. If and in so far as LXA has engaged third parties in the performance of an assignment, the Client shall not be entitled to enforce any rights against LXA other than those enforceable by LXA against the third parties concerned.

### Article 7. Third-party clause

The clauses in these general terms and conditions do not apply for the benefit of LXA only, but also for the benefit of the legal or natural persons employed by LXA, both now and in the past, or whose services have been engaged by LXA for the performance of any assignment. These legal or natural persons, as well as their successors by universal title, may at all times rely on this irrevocable third-party clause stipulated for their benefit.

### Article 8. Applicable law and competent court

1. All contracts to which these general conditions apply, as well as any disputes arising from these contracts, shall be governed by Dutch law.
2. Any disputes shall be submitted, at the discretion of LXA, to the competent court in the district of Utrecht, unless LXA decides to bring the matter to a court in the Client's place of business.