

## GENERAL TERMS AND CONDITIONS ENVIR ADVOCATEN B.V.

February 2021

1. ENVIR Advocaten B.V. ("ENVIR") has its registered offices in Amsterdam and is registered with the Chamber of Commerce under number 60582146. ENVIR is a private limited liability company incorporated under Dutch law. Its object is the practice of law. A list of persons who hold shares in ENVIR through their holding companies (the "Partners") will be provided upon request. The information to be disclosed pursuant to Article 6:230b of the Dutch Civil Code, can be found on: [www.envir-advocaten.com](http://www.envir-advocaten.com).
2. These general terms and conditions are applicable to any offer made by and/or any agreement entered into with ENVIR and to any legal relationship that has arisen - whether or not in the context of or related to (the execution of) an agreement - between ENVIR and a client, an intended client or a third party, regardless the legal basis of that legal relationship.
3. These general terms and conditions will be sent to an applicant upon request and are available for inspection at the offices of ENVIR in Amsterdam. These general terms and conditions have been registered at the Chamber of Commerce in Amsterdam. The terms and conditions can also be downloaded from ENVIR's website: [www.envir-advocaten.com](http://www.envir-advocaten.com).
4. The legal relationship between ENVIR and the client, intended client or third party is exclusively governed by Dutch law. These general terms and conditions have been drawn up in Dutch and English. In the event of any dispute regarding the contents or the purport of these two versions, the Dutch version will take precedence.
5. All engagements entrusted to ENVIR are deemed to have been given to ENVIR only, and not to any person associated with ENVIR. This also applies where the client expressly or tacitly entrusts an engagement with a view to its performance by one or more specific persons associated with ENVIR. The applicability of Articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is expressly excluded.
6. ENVIR has taken out professional liability insurance with a maximum payout of EUR 5,000,000 per claim and EUR 10,000,000 per year. The liability of ENVIR is limited in all circumstances and for all claims to the amount of the damages directly resulting from a breach or from other legal grounds, that is directly attributable to ENVIR up to the amount actually paid out by our professional liability insurance in relation to the claim in question, with the addition of the applicable deductible for own risk under the professional liability insurance.
7. In the event that the professional liability insurance of ENVIR fails to pay out in full or in part in any given case, the total liability of ENVIR is in all cases limited to an amount of EUR 10,000 or, if the fee paid for the assignment concerned by the party holding ENVIR liable is higher, to the amount of said fee with a maximum of EUR 30,000.
8. Damages and other legal claims resulting from alleged liability of ENVIR must be notified to ENVIR in writing no later than 30 days after the loss-causing event is discovered or should have been discovered, on penalty of forfeiture of rights / claims. ENVIR reserves the right to invoke this provision regardless of whether its interests are harmed by a later notification. The statute of limitations for all legal claims is 12 months after a loss-causing event has occurred.
9. The stipulations in these general terms and conditions are made not only for the benefit of ENVIR, but also for the benefit of all persons associated with ENVIR, including all Partners and their holding companies (including their directors and shareholders), all other persons employed by ENVIR and all third parties engaged by ENVIR for the performance of any assignment. The same applies to successors under universal title of associated persons, former associated persons, and the legal successors under universal title of former associated persons. These

general terms and conditions constitute a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code in respect of all persons and legal entities referred to in this Article. They are thus entitled to invoke these general terms and conditions as and when required.

10. ENVIR will observe due care when engaging third parties and will consult with the client in this respect in advance as much as possible. ENVIR is not liable for failures of third parties. ENVIR is authorized by the client to accept any third-party limitations on liability on behalf of the client.
11. In the context of the performance of assignments, ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten may hold monies of clients or third parties. ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten will deposit such monies with a bank selected by ENVIR. ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten are not liable should this bank fail to perform its obligations or fail to do so in a timely fashion.
12. Unless agreed otherwise, the fees are established based on the number of hours worked multiplied by the applicable hourly rates, which rates are set from time to time by ENVIR. Expenses paid by ENVIR for the benefit of the client will be billed separately.
13. All amounts are exclusive of VAT and exclusive of any tax, surcharge or similar increase that a client, a payer or ENVIR is required to pay or ENVIR is required to charge based on applicable regulations. The work will generally be billed to the client on a monthly basis, with a payment deadline of 14 days, calculated from the date of the invoice. In the absence of timely payment, ENVIR will have the right, without any further notice of default being required, to charge the client with statutory (commercial) interest. If payment is still not made after a reminder, the client shall owe all judicial and extrajudicial collection costs. ENVIR may suspend the performance of the work if the client fails to pay the invoice(s) of ENVIR. ENVIR shall not be liable for any damage arising as a result of this suspension.
14. An advance payment may at all times be stipulated for work performed or to be performed and expenses to be incurred for the client. After prior notice, ENVIR may suspend the performance of the work if the client fails to submit the advance payment. Unless otherwise agreed, the advance payment will be set off against the final invoice. ENVIR is also entitled to set off the advance payment against invoices that have not been paid or not paid in full in the assignment concerned or in other assignments.
15. As a result of applicable regulations (including the Act on the Prevention of Money-Laundering and Financing of Terrorism), ENVIR is required to ascertain the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By engaging ENVIR, the client is deemed to be aware of this reporting obligation and, where applicable, gives its consent for such reports to be filed.
16. All electronic communication, including email, constitutes written notification. ENVIR makes every effort - using techniques and applications accepted in the business service industry - to ensure that communications, electronic or otherwise, take place in a reliable and secure manner. ENVIR explicitly notes that this does not mean that such communications are completely secure nor that they cannot be intercepted, manipulated, infected, delayed or incorrectly sent or forwarded, including as a result of viruses and spam filters. ENVIR cannot be held liable for losses caused by or in relation to digital unavailability, faults in the internet, the telephone network, the electricity grid or computer systems, by electronic communication not being secure or cybercrime, nor can it be held liable for electronic communication being intercepted, manipulated, infected, delayed or incorrectly sent or forwarded, including as a result of viruses and spam filters.
17. ENVIR processes personal data. ENVIR's privacy statement applies to the processing of personal data by ENVIR. This privacy statement is annexed to and forms an integral part of these general terms and conditions. The privacy statement can also be downloaded from ENVIR's website:

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[www.envir-advocaten.com](http://www.envir-advocaten.com). By giving ENVIR an assignment, the client confirms to be aware of this and, to the extent necessary, to give permission.

18. All agreements between ENVIR and its clients are subject to the "Office complaints procedure ENVIR Advocaten". This complaints procedure can be downloaded from ENVIR's website: [www.envir-advocaten.com](http://www.envir-advocaten.com) and will be provided upon request.
19. The parties shall endeavor to resolve complaints as referred to in the "Office complaints procedure ENVIR Advocaten" made by or on behalf of a client through application of said complaints procedure. Regardless of whether the "Office complaints procedure ENVIR Advocaten" has been followed, the competent court in Amsterdam has exclusive jurisdiction to settle all disputes arising from or related to the existence or performance of agreements concluded or to be concluded with ENVIR and the services rendered by ENVIR. The foregoing is without prejudice to ENVIR's right to refer a dispute to the competent court in the country or place of establishment of the client or third party.

## PRIVACY STATEMENT ENVIR ADVOCATEN B.V.

This privacy statement addresses:

1. Our contact details
2. On which basis and for what purposes ENVIR processes which personal data
3. The third parties with whom we share your personal data
4. What your rights are
5. What ENVIR does to ensure that your personal data is processed securely
6. How long your personal data will be stored

This privacy statement applies to the processing of personal data by ENVIR Advocaten B.V. ("ENVIR" or "we"). ENVIR will process your personal data in accordance with this privacy statement and the General Data Protection Regulation (2016/679/EU).

### 1. Our contact details

Head office	Leeuwarden office	Almelo office
ENVIR Advocaten B.V.	ENVIR Advocaten B.V.	ENVIR Advocaten B.V.
Jan van Goyenkade 10 III	Romkeslaan 59	Twentepoort West 10
1075 HP Amsterdam	8933 AR Leeuwarden	7609 RD Almelo
T +31 20 737 20 66	T +31 20 236 10 24	T +31 546 898 246
Chamber of Commerce: 60582146	Chamber of Commerce: 60582146	Chamber of Commerce: 60582146
<a href="http://www.envir-advocaten.com">www.envir-advocaten.com</a>	<a href="http://www.envir-advocaten.com">www.envir-advocaten.com</a>	<a href="http://www.envir-advocaten.com">www.envir-advocaten.com</a>
<a href="mailto:info@envir-advocaten.com">info@envir-advocaten.com</a>	<a href="mailto:info@envir-advocaten.com">info@envir-advocaten.com</a>	<a href="mailto:info@envir-advocaten.com">info@envir-advocaten.com</a>

### 2. On which basis and for what purposes does ENVIR process which personal data?

ENVIR processes personal data pursuant to one of the lawful bases: execution of agreements, legitimate interests, compliance with a legal obligation, or consent. This paragraph describes the types of personal data may be processed by ENVIR and for what purposes.

In relation to providing our legal services we may collect and process (amongst others) the following personal data:

- First and last name
- Gender
- Address details
- Phone number
- Email address
- Bank account number

If required by law, identity details:

- Copy passport or passport data

When you have signed up for receiving our newsletter, or when we provide or have provided legal services to you, we may incidentally approach you with information about our services, legal updates, publications, events or other notifications regarding our firm. You are able to sign out from these newsletters at any time via an opt-out link.

If you apply for a job with us, we will process certain personal data of you, such as education and career details or any other personal information that we receive from or about you.

### 3. Provision of personal data to third parties

ENVIR will never sell your personal data to third parties. ENVIR does not create profiles or make decisions based on the automated processing of personal data or based on profiles.

ENVIR only shares personal data with third parties to the extent necessary for the provision of its services, or if ENVIR is legally obliged to do so. Such third parties may include counterparties, IT-providers, government authorities or judicial authorities.

Your personal data will generally not be transferred to third parties or countries outside the European Economic Area (EEA). In the event the transfer of personal data to third parties or countries outside the EEA is necessary in order to perform our services, ENVIR shall ensure that such transfer takes place in accordance with applicable laws and regulations.

Third parties with whom ENVIR shares personal data are independently responsible for processing such personal data. ENVIR is not responsible or liable for the processing of your personal data by these third parties. To the extent third party service providers process your personal data on behalf of ENVIR (e.g. the IT-provider), these service providers will qualify as 'processor' with whom ENVIR will conclude a data processing agreement.

#### **4. Your rights**

Would you like to know which personal data ENVIR has processed about you? Please send an e-mail to [info@envir-advocaten.com](mailto:info@envir-advocaten.com) requesting access to your personal data. You will receive a response to the request within four weeks at the latest.

Is your personal data incorrect, incomplete, irrelevant for the purposes for which they were collected or in any other way contrary to the General Data Protection Regulation or other legislation? In that case, you are entitled to have your personal data corrected. Correction means the improvement, addition, deletion or blocking of your personal data. In addition, you have the right to object to the processing of your personal data, the right to have less data processed, the right to withdraw the provided consent and the right to data portability. You can send your request or complaint to [info@envir-advocaten.com](mailto:info@envir-advocaten.com). You will receive a response to the request within four weeks at the latest. You also have the possibility to lodge a complaint with the Dutch Data Protection Authority.

#### **5. Security**

Your privacy is important to ENVIR. That is why we apply appropriate technical and organisational measures to process your personal data securely. To secure your personal data, we use among other things security software such as a virus scanner and firewall, passwords for electronic systems, a secure internet connection and backups.

#### **6. Retention of personal data**

ENVIR will not retain your personal data for longer than is strictly necessary for the purposes for which the personal data is processed. If statutory regulations apply to the storage, the personal data will not be stored any longer than is legally prescribed.

If personal data has been provided to ENVIR in the context of a job application procedure and the applicant does not join ENVIR, ENVIR will delete these personal data ultimately one month after the completion of the job application procedure, unless the job applicant has consented to the longer retention which will then be ultimately twelve months.

#### **7. Amendment to the privacy statement**

We may change our privacy statement. We recommend that you check regularly whether our privacy statement has been amended.