

GENERAL TERMS AND CONDITIONS ENVIR ADVOCATEN B.V.

June 2020

1. ENVIR Advocaten B.V. ("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.
2. These General Terms and Conditions are applicable to every assignment accepted by ENVIR, including any additional and follow-up assignments. 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 General Terms and Conditions, the Dutch text will prevail.
3. All assignments 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 gives an assignment with a view to its performance by one or more specific persons associated with ENVIR. The applicability of Articles 7:404 and 7:407 (2) Dutch Civil Code is expressly excluded.
4. If in the performance of a client's assignment an event should occur that results in liability, such liability will be limited to the amount paid out under the applicable liability insurance taken out by ENVIR in the specific case, increased by the deductible that payable by ENVIR under the insurance agreement in the specific case. An event as referred to in the first sentence shall be deemed to include any omission.
5. If, for any reason whatsoever, no payment is made under the insurance referred to at 4., any and all liability will be limited to an amount of EUR 10,000 or, if the fee charged by ENVIR in the relevant case is higher, to the amount of said fee with a maximum of EUR 30,000.
6. A claim will lapse in any event if ENVIR has not been notified in writing of the liability within one year of the discovery of the event or circumstance that gives rise, or can give rise, to the liability.
7. The stipulations in these General Terms and Conditions are made not only for the benefit of ENVIR, but also for the benefit of all Partners, all other persons employed by ENVIR and all third parties engaged by ENVIR for the performance of any assignment.
8. 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 authorised by the client to accept any third-party limitations on liability on behalf of the client.
9. Not only ENVIR, but every other person associated with ENVIR may rely on these General Terms and Conditions. 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.
10. In the context of the performance of assignments, ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten B.V. may hold monies of clients or third parties. ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten B.V. will deposit such monies with a bank selected by ENVIR. ENVIR and Stichting Beheer Derdengelden ENVIR Advocaten B.V. are not liable if this bank should fail to perform its obligations.
11. Unless agreed otherwise, the fee will be calculated based on the number of hours worked multiplied by the hourly rates to be determined by ENVIR each year. The expenses paid by ENVIR for the benefit of the client will be billed separately. To cover general costs (such as reasonable postage, telephone, fax and copying costs and the like), a percentage of the fee will be billed.

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12. All amounts are exclusive of VAT and exclusive of any tax, surcharge or similar increase that a client, a payer or ENVIR is obliged to pay or ENVIR is required to charge based on applicable regulations. As a rule, the work will be billed to the client on a monthly basis, with a payment deadline of fourteen days, calculated from the invoice date.
 13. 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 to report unusual transactions under certain circumstances to the authorities. By giving ENVIR an assignment, the client confirms to be aware of this and, to the extent necessary, to give permission.
 14. ENVIR processes personal data. ENVIR's privacy statement applies to the processing of personal data by ENVIR. This privacy statement is annexed to and form an integral part of these general conditions. The privacy statement is also posted on ENVIR's website: 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.
 15. On every assignment between ENVIR and her clients, the complaints procedure "Kantoorklachtenregeling ENVIR" is applicable. This complaints procedure is posted on ENVIR's website: www.envir-advocaten.com and will be provided upon request.
 16. ENVIR has its registered office in Amsterdam, the Netherlands, and is registered in the Trade Register under number 60582146. These General Terms and Conditions are posted on ENVIR's website: www.envir-advocaten.com. Barring any agreement to the contrary, ENVIR expressly rejects the applicability of any of the client's general terms and conditions.

PRIVACY STATEMENT ENVIR ADVOCATEN B.V.

This privacy statement addresses:

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

This privacy statement applies to the processing of personal data by ENVIR. 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
ENVIR Advocaten B.V.
Jan van Goyenkade 10 III
1075 HP Amsterdam
T +31 20 737 20 66
Chamber of Commerce no. 60582146
www.envir-advocaten.com
info@envir-advocaten.com

Leeuwarden office
ENVIR Advocaten B.V.
Romkeslaan 59
8933 AR Leeuwarden
T +31 20 236 10 24
Chamber of Commerce no. 60582146
www.envir-advocaten.com
info@envir-advocaten.com

2. Personal data and the processing thereof

Personal data is any information relating to an identified or identifiable natural person. Processing of personal data involves collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data.

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

ENVIR processes personal data pursuant to the lawful bases of execution of agreements, legitimate interests, compliance with legal obligations and consent. ENVIR processes personal data for the following purposes:

- In order to be able to contact you
- For the preparation of quotations and agreements
- To execute agreements with our clients and suppliers
- To send our contacts occasional newsletters, updates on laws and regulations, other office announcements and invitations to our events
- For conducting job application procedures
- In order to comply with our legal obligations, including identification obligations

We only process personal data that is necessary for these purposes. In order to perform these purposes, we process the following personal data:

- First and last name
- Gender
- Address data
- Phone number
- E-mail address
- Bank account number

In the case of job application procedures:

- Personal data provided to ENVIR as part of the job application process

If required by law:

- Copy passport or passport data
- Date of birth

4. Provision of personal data to third parties

ENVIR will never sell your personal data to third parties. ENVIR does not create profiles or make automated decisions that could have a significant impact on you.

ENVIR shares personal data with third parties engaged by ENVIR as part of its services, such as other law firms and technical advisors. To the extent necessary for the provision of its services, ENVIR shares personal data with relevant third parties, such as counterparties, third parties, government authorities and judicial authorities. In order to perform our services, it may be necessary for ENVIR to send personal data to recipients in countries outside the European Economic Area. In such case, ENVIR shall ensure that such transfer takes place in accordance with applicable laws and regulations.

Third parties with whom ENVIR shares personal data are themselves responsible for processing such personal data. ENVIR is not responsible or liable for the processing of your personal data by third parties.

ENVIR also shares personal information with external service providers, such as an accountant. ENVIR does not share more personal data with such service providers than is necessary for the provision of the service. These external service providers process your personal data on behalf of ENVIR, which acts as the data controller. In order to take care of your personal data, ENVIR concludes processing agreements with these external service providers.

5. 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 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 processed 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 consent you have given and the right to data portability. You can send your request to 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.

6. 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.

7. 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 within one month after the completion of the job application procedure, unless otherwise agreed with the job applicant.

8. Amendment to the privacy statement

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