

## GENERAL TERMS AND CONDITIONS

1. Genome Lawyers BV (hereinafter: “**Genome Lawyers**”) is a limited liability company, incorporated under the laws of the Netherlands, with the objective of practicing law. Genome Lawyers has its registered office in Amsterdam and has been registered in the Trade Register of the Chamber of Commerce under number 75570904. There is no partnership of attorneys-at-law in the meaning of article 5.3 Regulation on the Dutch Bar (in Dutch: “Verordening op de advocatuur”).
2. These general terms and conditions govern each and every assignment provided to Genome Lawyers and to all legal relationships resulting from those or connected to those, for as far as parties have not explicitly deviated from that in writing. These general terms and conditions apply without prejudice to all persons connected to Genome Lawyers. Applicability of any general of any other condition of the client is hereby explicitly excluded.
3. The effect of articles 7:404, 7:407 paragraph 2 and 7:409 BW is excluded.
4. Unless the parties have expressly agreed otherwise, Genome Lawyers shall determine which attorney or employee shall execute clients’ instructions.
5. Should, in the opinion of Genome Lawyers, the proper execution of the instructions require, Genome Lawyers will reserve the right to instruct a third party to perform certain services. Genome Lawyers shall not be held liable for any shortcomings by any third party with respect to services provided by those third parties. The client agrees that Genome Lawyers accepts third party liability restrictions on behalf of the client.
6. Any liability shall be limited to the amount paid out under its professional liability insurance policy, increased with the amount of the deductible that, pursuant to the applicable insurance agreement, is borne by the firm. The insured sum under the professional liability insurance of Genome Lawyers is €5.000.000 at maximum per claim.
7. In the event, that for whatever reason. The professional liability insurer is not to proceed to issuing any payment, liability shall remain limited to the amount equal to the legal fees paid by the client to Genome Lawyers, with a maximum of €25.000 (twenty five thousand euro).
8. Genome Lawyers shall not be held liable for any damage, of any kind, incurred by the client resulting from the use of incorrect and incomplete data provided by the client.
9. No rights may be derived by any third party from the content of the services provided. The client shall indemnify Genome Lawyers and all persons connected to Genome Lawyers for the consequences of third party claims deriving from or connected with the services provided, including any costs for legal assistance. Any limitations of liability to the benefit of Genome Lawyers shall also extend to the liability of non-subordinate representatives, assistants and other persons hired by Genome Lawyers.
10. All claims of the client shall lapse immediately in the event that the client did not notify Genome Lawyers immediately after the person concerned became aware or, could reasonable have been aware, of the existence of such right of action or other rights or powers of the possible claim. Any claim to damages shall at all times expire one year after the day on which the client became aware and lapses after three year after the date of the last invoice pertaining to that matter.

11. Pursuant to current laws and regulations, Genome Lawyers is required to establish the identity of the client and to verify it concerns whether intended or performed unusual transactions and to notify the relevant authorities, if needed, without notifying the client. The client confirms to be aware of this and to provide all information needed.
12. If Genome Lawyers processes personal data, whether or not in connection with the performing services, the processing takes place in accordance with its privacy policy. The privacy policy is to be found at: [www.genome-lawyers.com](http://www.genome-lawyers.com).
13. Genome Lawyers does not have a Third party Funds Foundation (in Dutch: “Stichting Beheer Derdengelden”).
14. As to communication, client agrees that Genome Lawyers uses digital communication means and services for the storage of data, whether or not supplied by third parties. Genome Lawyers shall not be held liable for any damage coming forth from the use of any of such services.
15. For the execution of an assignment, the client shall be due costs, which include disbursements (court fees, costs for witnesses and experts, bailiff costs and costs for obtaining documents and excerpts from the public registers) and (if applicable) VAT (high rate). The fees are established on the basis of the hours spent on the assignment, multiplied with the hourly rates set by Genome Lawyers.
16. In principle, invoices shall be sent on a monthly basis. Payment is due within 30 days of the invoice date. In the event of a non-timely payment, Genome Lawyers shall without notice be entitled to charge the statutory interest with the client. Genome Lawyers is entitled to ask for an immediately payable advance for performed or to be performed services and to suspend her services or to terminate in the event the client shall not pay and advance or invoice in a timely fashion.
17. With respect to the service by Genome Lawyers, the Complaints Procedure is applicable. The Complaints Procedure can be found at: [www.genome-lawyers.com](http://www.genome-lawyers.com) and shall be provided upon request.
18. Both the client as well as Genome Lawyers may terminate the instruction, optionally with immediate effect, by giving notice in writing. Upon giving notice, the client is under the obligation to pay the fees for the work carried out until the date of receipt of the notice plus the work related to the transfer of the instruction.
19. The General terms and Conditions are available in both the Dutch and English language and are to be found at: [www.genome-lawyers.com](http://www.genome-lawyers.com). The Dutch text thereof prevails in case of any discrepancy between the Dutch and English version of the General terms and Conditions.
20. Genome Lawyers is authorised to amend these General terms and Conditions unilaterally. If Genome Lawyers exercises the aforesaid authority, it will notify the client of that immediately by providing a copy of the amended General terms and Conditions, after which the latter shall take effect.
21. All existing and future legal relations between client and Genome Lawyers are governed by Dutch law. All disputes arising therefrom shall be submitted to the competent court in Amsterdam, the Netherlands.