

## General Terms and Conditions of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch

1. Services are provided by Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, with seat in Zurich and registered with the Zurich Commercial Register (*Handelsregister des Kantons Zürich*) under number CHE-107.455.431.
2. Any addressee should be aware that all services provided by Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, are governed by these General Terms and Conditions. If an engagement letter has been signed by the client, the terms of such engagement letter prevail over these General Terms and Conditions in case of discrepancies.
3. In accordance with general professional customs certain persons who perform professional services for Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, may be referred to by or on behalf of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, as "partner". The person referred to as such acts exclusively on behalf of and for the account and risk of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, in performing his or her professional services.
4. Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, assumes no liability for other than direct losses. Moreover, Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch's liability for losses caused by acts or omissions of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch's agents, auxiliary persons or other third parties is expressly excluded.
5. We may utilize digital or other services, whether or not offered by third parties which include telecommunication services, software programs, applications to transmit, share or store data digitally or in a cloud or otherwise, internet, e-discovery, automated due diligence or other applications which allow data to be processed, searched, analysed, translated, including with the use of artificial intelligence ("digital services"). As a result, data could be transferred to servers or a cloud controlled by third parties. We will exercise due care in our selection of these third parties and such digital services. We are however not liable for any acts and/or omissions of these parties (including their insolvency or default) or for any damage or loss ensuing from the use, unavailability, loss or restricted use of such digital services. We exclude any liability resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or the data or (b) any data breach, whether or not as a result of a data leak or a cyberattack.
6. **Any liability** of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, is **limited to CHF 3,000,000** (three million Swiss francs).
7. These General Terms and Conditions may also be invoked by persons or legal entities associated with Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, whether directly or indirectly, including but not limited to Loyens & Loeff Switzerland LLC, or by those who are involved in any manner in the services provided by or on behalf of Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch.
8. Loyens & Loeff (Zwitzerland) BV, Amsterdam, Zurich branch, is expressly authorized to **share confidential information with other entities operating under the name Loyens & Loeff**, including but not limited to Loyens & Loeff Switzerland LLC, subject to observance of confidentiality obligations.

9. Loyens & Loeff (Zwitserland) BV, Amsterdam, Zurich branch, reserves the right to amend these General Terms and Conditions at any time. The current version of these General Terms and Conditions is available on [www.loyensloeff.com](http://www.loyensloeff.com).
10. The relations between the client and Loyens & Loeff (Zwitserland) BV, Amsterdam, Zurich branch, shall be governed by Swiss substantive law. **Zurich shall be the exclusive place of jurisdiction** for all disputes between the client and Loyens & Loeff (Zwitserland) BV, Amsterdam, Zurich branch.