

1. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all agreements concluded and to be concluded by HVG Law B.V. (**HVG Law**) with the Client and to the work performed and to be performed arising from or related to those agreements (**Services**). The applicability of any other general terms and conditions is expressly rejected.

2. THE AGREEMENT

The Services are deemed to have been assigned exclusively to HVG Law, and not to HVG Law Affiliated Persons. This also applies if it is the intention of the parties that Services will be carried out by certain HVG Law Affiliated Persons. HVG Law Affiliated Persons are understood to mean all natural persons, legal entities and other entities that are or have been directly or indirectly involved in the Services (the **Affiliated Persons**). The application of Sections 7:404 (*assignment with a view to a specific person*) and 7:407(2) (*joint and several liability of multiple contractors*) of the Dutch Civil Code is excluded. In these general terms and conditions, **Client** is understood to mean: a (legal) person or entity that enters or has entered into an agreement with HVG Law and any other party affiliated with the Client that instructs HVG Law to perform Services. HVG Law has the right to terminate the Services in the event of a change of control on the part of the Client. Services performed up to the time of termination may be charged at the agreed rate. The Client gives permission for client information to be shared with Affiliated Persons engaged by HVG Law for purposes relating to: (i) the performance of the Services, (ii) compliance with supervisory and/or legal requirements applicable to HVG Law and/or to its Affiliated Persons, (iii) the prevention of conflicts of interest, and (iv) other administrative and/or technological support services. In the event of a change in the legal form of HVG Law but no change in control, the Client hereby grants permission in advance for the transfer of this agreement. The work products resulting from the Services, including advice, reports and opinions, are intended exclusively for the Client and will not be shared by the Client with third parties, unless agreed otherwise.

3. LIMITATION AND EXCLUSION OF LIABILITY

HVG Law is insured against (professional) liability. Affiliated Persons are never liable towards the Client, on any legal basis whatsoever. The total liability of HVG Law, based on any legal basis whatsoever, is limited to the amount paid out by HVG Law's insurer, plus the excess. If the insurer does not pay out, HVG Law's liability is limited to liability for damage resulting from errors and omissions (where a series of errors or omissions with the same cause is considered to be one error or omission), up to an amount of €100,000, on the understanding that HVG Law's total liability for damage resulting from errors and omissions is limited to €500,000. Errors or omissions are understood to mean an attributable shortcoming or an attributable wrongful act. If HVG Law is obliged or authorised to suspend and/or terminate the Services, HVG Law shall not be liable for the consequences thereof.

4. DIGITAL SERVICES

The risk of the consequences that the use (sending and receiving) of electronic and digital communications and services may have lies with the Client; HVG Law is not liable for this. It is always the responsibility of the Client to take internal and external protective measures against contamination of its computers and IT systems by malware, spyware, phishing, hacking or other harmful or malicious software. If the Client wishes HVG Law to send encrypted electronic messages, HVG Law and the Client must make further agreements in writing. The Client agrees that HVG Law is authorised to use Artificial Intelligence for the performance of the Services.

5. COMPLAINT OBLIGATION

Any claim arising from or in connection with the Services performed must be reported in writing by the Client to HVG Law within one year after the event or circumstance giving rise to the claim has been discovered or should reasonably have been discovered, under penalty of loss of (claim) rights. All aforementioned rights (to claim) will lapse if the Client has not instituted legal proceedings within one year of the one-year period referred to in the previous sentence.

6. INDEMNIFICATION

The Client indemnifies HVG Law and the Affiliated Persons against all claims from third parties (including employees of the Client, self-employed persons engaged by the Client, persons and entities (present and future) affiliated with the Client, and other contracting parties of the Client) and the resulting liabilities, damages, compensation, costs and expenses (including external and internal legal costs) arising in connection with the Services.

7. THIRD-PARTY CLAUSE

The provisions in Articles 2 1st and 4th sentence, 3, 4, 6, 12 and 13 are an irrevocable third-party clause within the meaning of Article 6:253 of the Dutch Civil Code in favour of the Affiliated Persons.

8. WWFT

HVG Law is obliged under the Dutch Money Laundering and Terrorist Financing Prevention Act (**Wwft**) to report (proposed) unusual transactions to the Financial Intelligence Unit-Netherlands (**FIU-Netherlands**). By instructing HVG Law to perform the Services, the Client confirms that it is aware of this. The Wwft prohibits the lawyer or (candidate or deputy) civil-law notary who reports to FIU-Netherlands from informing the Client thereof. Under the Wwft, HVG Law is required to report any discrepancies between the UBO data known to HVG Law and the UBO data as recorded in the UBO register to the Chamber of Commerce. HVG Law is authorised to suspend the Services immediately if a request is received from FIU-Netherlands to suspend the Services on the basis of Section 17a of the Wwft.

9. REPORTING OBLIGATION FOR CROSS-BORDER (TAX) STRUCTURES

Under the statutory reporting obligation for cross-border structures, certain advisors are required to report certain cross-border structures to the tax authorities (**Reporting Obligation**). Lawyers and civil-law notaries are exempt from the Reporting Obligation on the basis of the statutory right of non-disclosure (**Legal Privilege**). The Reporting Obligation may, however, rest with other advisers involved with the Client, including certain related parties. If no other advisers are involved, the Reporting Obligation rests with the Client or one of the Client's group companies as taxpayer(s). We point out to the Client that if we need to engage a foreign lawyer, notary or other advisor in the provision of our Services to the Client, they may not be able to invoke the right of Legal Privilege and may therefore have a Reporting Obligation to their local tax authority.

10. TRUST ACCOUNT OF CIVIL-LAW-NOTARIES

HVG Law may hold funds belonging to the Client or third parties in connection with the performance of notarial work. These funds are held in the trust account of the notaries affiliated with HVG Law (**Trust Account**). All costs incurred by HVG Law in connection with deposits made by or on behalf of the Client or third parties into the Trust Account shall be borne by the Client, including administration costs, management costs, any negative interest and judicial and extrajudicial costs arising from a dispute between the Client and a third party about the entitlement to the distributable share of the balance in the Trust Account. The Client acknowledges that HVG Law is bound by the terms and conditions of the bank where the funds are held. HVG Law is not liable for any damage resulting from any act or omission on the part of this bank.

11. SET-OFF AND PAYMENT

The Client is not entitled to any set-off, discount, deduction or suspension with regard to the amount owed by the Client to HVG Law. HVG Law does not accept cash payments or cheques in settlement of its invoices. If an invoice is not paid within 14 days of the due date, the Client will be in default by operation of law. HVG Law may charge the Client statutory commercial interest and/or extrajudicial costs from the due date of the invoice. In that case, HVG Law also reserves the right to suspend or terminate the Services and to take collection measures. If the Client designates a third party or third parties to pay the invoice, the Client remains jointly and severally liable for this, alongside the third party or parties. HVG Law is at all times entitled to demand security for the fulfilment of the Client's payment obligations towards HVG Law.

12. PRIVACY AND CONFIDENTIALITY

HVG Law processes client information, including personal data, in the context of performing the Services. Client information, including personal data, is processed in accordance with applicable legislation, and appropriate technical and organisational security measures are taken to protect it. More information about the processing of personal data by HVG Law is available at <https://www.hvglaw.nl/legal>. The Client shall not disclose any information relating to HVG Law, or any information pertaining to or obtained in connection with the Services, to third parties, except where such disclosure is customary in the ordinary course of the Services or where prior written consent has been obtained from HVG Law.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

The Services, as well as all (non-)contractual obligations arising from this Services, shall be governed by and shall be interpreted in accordance with Dutch law. All disputes relating to the Services based on any legal ground whatsoever, as well as all (non-contractual) obligations or matters arising therefrom, are in the first instance subject to the exclusive jurisdiction of the court in Rotterdam, the Netherlands. The notarial Services provided by HVG Law are also subject to the Notarial Complaints and Disputes Scheme (*Klachten- en Geschillenregeling Notariaat*) (see: www.knb.nl and www.degeschillencommissie.nl). The Services provided by the lawyers of HVG Law are also subject to the internal complaints scheme for the legal profession (*interne klachtenregeling advocatuur*) (see: www.hvglaw.nl).

14. OTHER PROVISIONS

These general terms and conditions are available in Dutch and English, both of which have been filed with the Chamber of Commerce. The content and interpretation of the Dutch version prevail over that of the English version and is binding. The information that must be stated in accordance with Section 6:230b of the Dutch Civil Code or, for notarial work for natural persons, in accordance with the regulations of the KNB, can be found at www.hvglaw.nl.