

1. APPLICABILITY OF TERMS AND CONDITIONS

These Terms and Conditions are applicable to all services that have been or will be provided (the **Services**) by Mr J.W. Andringa Advocaat B.V. with trade name Andringa Legal (**Andringa Legal**). The applicability of any other terms and conditions is explicitly dismissed.

2. THE AGREEMENT

All Services are deemed to have been assigned to Andringa Legal only, not to any Andringa Legal Affiliate. This shall also apply if it is the intention of the parties that the Services will be performed by a certain person affiliated to Andringa Legal. Andringa Legal Affiliates shall include all individuals who and entities which are involved, either directly or indirectly, in the Services that have been or will be performed (the **Affiliates** or the **Affiliate**). The effect of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these Terms and Conditions, **Client** means any individual or entity engaging Andringa Legal to perform the Services. Andringa Legal has the right to terminate the Services in the event of a change of control at the side of Client. Client herewith consents that Andringa Legal provides client information to Affiliates, for purposes related to: (i) the provision of the Services, (ii) complying with regulatory and legal obligations to which Andringa Legal is subject, (iii) conflict checking, and (iv) other administrative and technology support services. In the event of a change of entity form of Andringa Legal though not a change of control of Andringa Legal, the Client hereby in advance consents to the transfer of this agreement.

3. LIMITATION AND EXCLUSION OF LIABILITY

Andringa Legal has taken out professional liability insurance. In all situations where this insurance does not provide cover, Andringa Legal's liability for errors and omissions – with a series of errors or omissions with the same cause being regarded as one single error or omission – shall never exceed an amount of €10,000. The total and cumulative liability of Andringa Legal for the total of errors and omissions within a relationship with the Client shall never exceed €50,000. Error or errors shall be understood to mean any attributable shortcoming or any attributable wrongful act.

4. NO LIABILITY DIGITAL COMMUNICATION

Andringa Legal shall not be liable for consequences that the use, i.e., the transmitting and receiving, of any electronic or digital communications may have. It is always the responsibility of the Client to take measures of internal and external protection against infections of their computers and IT systems caused by malware, spyware, phishing, hacking or by other harmful or malicious software. If the Client requires Andringa Legal to transmit electronic communications in an encrypted form Andringa Legal and the Client must make further arrangements to that effect in writing.

5. OBLIGATION TO COMPLAIN

Any error or omission in the Services performed must be reported in writing by the Client to Andringa Legal within one year after the error or omission was or reasonably should have been detected, under penalty of loss of (claim)rights. All rights of action relating to such error or omission shall lapse in the event the Client has not instituted legal action within one year after the aforementioned term of one year.

6. INDEMNIFICATION

The Client indemnifies Andringa Legal and any Affiliates against any claims from third parties (including employees, self-employed persons engaged by the Client, persons and companies affiliated with the Client and other contract parties of the Client) and against any resulting liabilities, loss, damage, compensation, costs and expenses (including any external and internal costs of legal assistance) arisen in connection with the Services.

7. THIRD-PARTY CLAUSE

Not only Andringa Legal but also the Affiliates can rely on these Terms and Conditions. The Affiliates are not liable to the Client for any errors or omissions as mentioned hereinabove. This clause is an irrevocable third-party clause, as defined in Section 6:253 of the

Dutch Civil Code, for the benefit of the Affiliates.

8. AML

The Dutch Anti Money Laundering and Terrorist Financing Prevention Act (the **Act**) requires Andringa Legal to report any actual or contemplated unusual transactions to the Financial Intelligence Unit-Netherlands (**FIU-Netherlands**). By engaging Andringa Legal, the Client confirms that they are aware of this. Lawyers who report any such transactions to FIU-Netherlands are prohibited by the Act to inform the Client about such reporting. Pursuant to the Act, Andringa Legal is obliged to report discrepancies between the UBO-information known by us and the data as included in the UBO-register of the Chamber of Commerce.

9. MANDATORY DISCLOSURE REGIME

Based on the mandatory statutory obligation to disclose cross-border (tax) structures, advisors must disclose certain cross-border structures to the relevant tax authority (**Disclosure Obligation**). Lawyers are exempted from such Disclosure Obligation under their applicable legal professional privilege. The Disclosure Obligation does apply to other relevant advisors. In the event that no other advisors are involved, the Disclosure Obligation will apply to the Client or any of the group companies of the Client as the relevant taxable person. This exemption from the Disclosure Obligation may not apply to any foreign lawyer or civil-law-notary who needs to be involved, who therefore may have a Disclosure Obligation with his local tax authorities.

10. SET-OFF AND DISPOSAL

The Client is not entitled to any set-off, discount, deduction or suspension in respect of what the Client owes to Andringa Legal. Andringa Legal does not accept cash payments or cheques in settlement of its invoices. If an invoice is not paid within 15 days following the due date, Client shall be in default by operation of law. As from the due date, Andringa Legal may charge the statutory commercial interest rate and/or any extrajudicial costs to the Client. In such situation, Andringa Legal also reserves the right, with due observance of our professional rules and regulations, to suspend, postpone or terminate the Services and take collection measures. If the Client designates a third party or third parties to pay the invoice, the Client shall remain jointly and severally liable in addition to such third party or third parties. The Client is not allowed to dispose of or encumber for the benefit of any third party any claims against Andringa Legal or any lawyer employed by Andringa Legal. Claims from third parties shall not be recognized, nor will any of the lawyers employed by Andringa Legal honor any such third-party claims. Andringa Legal has the right to demand security for the payment obligations of the Client.

11. PRIVACY

For the provision of the Services Andringa Legal processes client information, including personal data. Client information including personal data is processed in accordance with the relevant applicable laws and Andringa Legal takes appropriate technical and organizational security measurements to protect the aforementioned personal data. Please refer to www.andringalegal.nl.

12. APPLICABLE LAW AND DISPUTE SETTLEMENT

The Services performed or to be performed as well as all contractual or non-contractual obligations arising from such Services performed or to be performed are governed by and shall be interpreted in accordance with Dutch law. Any disputes relating to Services performed or to be performed as well as any contractual or non-contractual obligations or matters arising therefrom shall in the first instance be subject to the exclusive jurisdiction of the courts in Rotterdam, the Netherlands. The Services provided by Andringa Legal are also subject to the internal complaints procedure. Please refer to www.andringalegal.nl.

13. OTHER PROVISIONS

The present Terms and Conditions are available in Dutch and English versions, will be provided on request and can be downloaded at www.andringalegal.nl. The wording and interpretation of the Dutch version prevail over the English version and are binding.

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