

GENERAL TERMS AND CONDITIONS, SEPTEMBER 1, 2021

Applicability and legal relationship

1. These general terms and conditions apply to all instructions for services (*opdracht*) to CB Law BV, a private limited liability company, having its corporate seat in Amsterdam, the Netherlands, and its office address at Keizersgracht 520H, 1017 EK, Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 83610898 (**CB Law**) and on all legal relationships resulting therefrom or in connection therewith. The applicability of any general or other terms and conditions of the client or third parties is expressly rejected.
2. All instructions will be deemed to have been given to, and accepted and carried out by CB Law exclusively, even if the intention is for instructions to be executed by one or more specific person(s) affiliated with CB Law. The effect of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these general terms and conditions, 'persons affiliated with CB Law' means any legal or natural person that is or has been employed by or on behalf of CB Law or one of its group companies, as an employee or otherwise.
3. These general terms and conditions, including the limitations of liability, apply not only to CB Law. They also apply to all persons involved in carrying out instructions from the client, or who are or may in any way be liable in connection with these activities, including persons associated with CB Law (insofar as no separate agreement(s) or own general terms and conditions apply) or their respective legal successors. The provisions of this paragraph and all other provisions of these general terms and conditions which purport to create rights for third parties also serve as irrevocable third party stipulations for no consideration (*onherroepelijk derdenbeding om niet*) as referred to in Section 6:253(4) of the Dutch Civil Code.

Indemnification and liability

4. The client indemnifies CB Law and all persons affiliated with CB Law for the consequences of claims by third parties arising from or related to the execution of instructions, including any costs of legal support.
5. Except to the extent that liability cannot be limited, all liability of CB Law, persons associated with CB Law and all persons involved in carrying out instructions from the client or who are or may in any way be liable, including joint and several liability, in connection or related therewith is limited in aggregate to the amount paid out under the applicable liability insurance policy in the matter concerned, plus the

applicable deductible (*eigen risico*). In any event, a claim against a person referenced in this paragraph will be unenforceable unless CB Law receives written notice to this effect no later than one year after the discovery of an event or circumstance that gives or may give rise to that claim. Should the insurer not pay out under said professional liability insurance, CB Law's total liability is limited to the amount that CB Law received from the client for the work in connection with which the liability arose. In that case, the client is solely entitled to claim damages from CB Law for this limited amount.

Engagement of third parties

6. CB Law may engage third parties at the client's expense and under the terms stipulated by such third parties. CB Law may accept such terms, including any limitation of liability, on behalf of the client. CB Law cannot be held liable for any failure or negligence of third parties engaged in the performance of its services.

Fees and invoicing

7. Unless agreed otherwise, the fee owed to CB Law will be calculated on the basis of the hours spent executing the instructions, multiplied by CB Law's hourly rates, which will be adjusted from time-to-time and are based on the seniority, expertise and experience of the persons in question. Additional costs incurred in relation to the instructions will be charged separately. To cover general office costs, a fixed percentage of 6% of the fee will be charged.
8. The applicable VAT and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by CB Law. Invoices must be paid within 15 days from the invoice date. If payment is not made within this term, CB Law may, without further notice, exercise its right to charge statutory interest. CB Law may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the client does not timely pay an invoice or an invoice for advance payment.

Privacy and data protection

9. All electronic communication, including emails, shall be deemed to be in writing. The client consents to CB Law using digital communication and data storage services. CB Law cannot be held liable for any loss resulting from the use thereof.

10. CB Law processes personal data of its clients and persons working for its clients in order to provide the best possible service and to comply with statutory obligations. See for further information our privacy and cookie policy on www.cblawpractice.com

Compliance

11. CB Law exclusively advises – and can only be deemed to advise – on matters of Dutch law, including EU law.
12. Pursuant to, among other things, the Money Laundering and Terrorist Financing (Prevention) Act, CB Law must ascertain the client's identity prior to providing services and, under certain circumstances, report unusual transactions to the relevant authorities without informing the client.
13. CB Law may also be obliged on other grounds to report or provide information to the authorities or third parties, including on the basis of the European General Data Protection Regulation (GDPR) and European tax directive 2018/822/EU (DAC6) on reportable cross-border arrangements. The foregoing may also apply to other persons directly or indirectly involved in carrying out the instructions from the client.

Office complaints regulation

14. If you are not satisfied with our services for any reason, we would like to hear from you. All our services provided are subject to CB Law's Office Complaints Regulation. This is available at www.cblawpractice.com.

Language, law and jurisdiction

15. These general terms and conditions have been drawn up in Dutch and in English. The Dutch text of these general terms and conditions shall prevail in the event of any ambiguity or any differences between the English and the Dutch text. These general terms and conditions have been deposited at the Court Registry of the Amsterdam District Court under number 51/2021, and are also available to download from the website: www.cblawpractice.com.
16. All legal relationships with CB Law, including any liability claims thereunder, are governed by Dutch law, except where the law of another jurisdiction applies when applying the rules of international private law. Any dispute shall be submitted in the first instance to the District Court of Amsterdam, the Netherlands.