

GENERAL TERMS AND CONDITIONS - VAN EMST LEGAL B.V.

Applicability

1. Van Emst Legal B.V. ("Van Emst Legal") is a limited liability company based in Amsterdam and registered with the Chamber of Commerce under number 98887092. Van Emst Legal is a company under Dutch law with a practice in advocacy and legal services.
2. The provisions in these general terms and conditions also apply for the benefit of the shareholder and director of Van Emst Legal, J.M. van Emst; legal or natural persons who work or have worked for Van Emst Legal, on whatever basis; and for all legal or natural persons for whose acts or omissions Van Emst Legal might be held liable (all of these legal or natural persons are hereinafter referred to as "**Parties Involved**"), as well as for any legal successors of the Parties Involved. The provisions of these general terms and conditions constitute an irrevocable third-party clause for the benefit of the Parties Involved who have been engaged in the performance of any assignment of the client, including their possible legal successors, so that not only Van Emst Legal, but also these third parties will be able to rely on these general terms and conditions.
3. These terms and conditions apply to any agreement or assignment, follow-up assignment or additional assignment between a client and Van Emst Legal and any non-contractual relationship or obligation relating to that agreement. These general terms and conditions can be consulted at www.vanemstlegal.nl. Any general terms and conditions of the client are expressly rejected.

Assignments

4. An assignment between the client and Van Emst Legal is concluded when Van Emst Legal expressly accepts the assignment.
5. Only the direct client of Van Emst Legal can derive rights from the work (including any advice) of Van Emst Legal.
6. Van Emst Legal is only bound to fulfil the obligations it has expressly assumed and not for obligations of other legal or natural persons with whom Van Emst Legal is jointly carrying out an assignment.
7. All assignments are accepted and carried out exclusively by Van Emst Legal, even if it is the express or implied intention that an assignment be carried out by a specific person. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded.
8. Both the client and Van Emst Legal may terminate an agreement in writing at any time. The client shall always be obliged to pay for the services already performed by Van Emst Legal.

Third parties

9. When engaging third parties, Van Emst Legal shall exercise due care. Van Emst Legal cannot be liable for any damage resulting from shortcomings or actions of third parties. An assignment to Van Emst Legal includes the authority to accept any terms and conditions of third parties, including limitations of liability, on behalf of the client.
10. The client indemnifies Van Emst Legal against all claims of third parties, including any clients of the client, which are in any way related to the work performed for the client, and against the costs of defense of Van Emst Legal. The limitation of liability is an irrevocable third-party clause for the benefit of Van Emst Legal.
11. The client agrees that Van Emst Legal may use digital means of communication, software and data storage services, whether or not offered by third parties, for the purpose of

communication and performance of the agreement with the client. Van Emst Legal cannot be held liable for any damage arising from the use of such products and services.

Liability

12. Only Van Emst Legal can be held liable by the client for the payment of damages in connection with or resulting from the carrying out of an assignment. An assignment given to Van Emst Legal includes a waiver of the right, in as far as legally possible, to (i) hold liable the Parties Involved, including their possible legal successors, on any ground, for the payment of damages in connection with or resulting from the carrying out of an assignment, as well as (ii) take any legal action against the Parties Involved, including their possible legal successors, including, without limitation, the levying of an attachment.
13. Any liability of Van Emst Legal and/or (notwithstanding article 12) the Parties Involved, including their possible legal successors, arising from or in connection with the performance of an instruction is limited to the amount paid out in the matter concerned under the liability insurance(s) taken out by Van Emst Legal, to be increased by the amount of Van Emst Legal's deductible applicable under such insurance(s). Liability for consequential damage, loss of profit, loss of market etc. is expressly excluded.
14. If for whatever reason no payment is made under the insurance(s) mentioned in Article 13, any liability of Van Emst Legal shall be limited to the amount invoiced to the client under the assignment in the year in which the liability arose, with a maximum of EUR 5,000.
15. Any claim against Van Emst Legal and/or (notwithstanding article 12) the Parties Involved, including their possible legal successors, shall lapse if Van Emst Legal has not been informed of the claim in writing (properly supported by evidence) within fourteen days after the client has discovered or reasonably could have discovered the event from which liability arises or could arise. Any claim shall in any event lapse one year after the day on which the client became aware or should have become aware of the existence of the event that may lead to liability.

Cost

16. Unless otherwise agreed in writing, Van Emst Legal's fees shall be calculated on an hourly basis. Van Emst Legal reserves the right to adjust the hourly rates per calendar year. In addition, Van Emst Legal shall charge the expenses and disbursements incurred for the benefit of the client, including but not limited to courier costs, travel and accommodation expenses, registration costs, court registry fees and bailiff costs. Unless otherwise stated, all amounts mentioned by Van Emst Legal are exclusive of VAT. Fees and expenses are charged on a monthly basis.
17. Payment of invoices of Van Emst Legal shall take place within 14 days after the date on the invoice. Van Emst Legal is entitled to require the client to make an advance payment on the fee. The client cannot invoke set-off or suspension with respect to the fulfilment of payment obligations.
18. If payment is not made on time, the client shall owe statutory (commercial) interest without further notice of default. All unpaid invoices shall become immediately due and payable and all consequences of non-performance shall take effect immediately. All (extra)judicial costs and expenses incurred by Van Emst Legal in connection with the collection of its invoices shall be at the expense of the client.

Other

19. Van Emst Legal is entitled to amend these general terms and conditions at any time. The amended terms and conditions shall be deemed to have been accepted if the client has not

objected within 14 days after the amended terms and conditions have been sent to him or have become known to him.

20. Van Emst Legal does not accept cash payments. Payments are only made by bank transfer. Van Emst Legal does not receive third-party funds and is not affiliated to a third-party funds foundation.
21. These general terms and conditions have been drawn up in Dutch and English. In the event of disputes concerning the content or scope of these general terms and conditions, the Dutch text shall be binding.
22. The services provided by Van Emst Legal are subject to a complaints procedure as required by the Netherlands Bar Association. This procedure can be consulted via www.vanemstlegal.nl. If a complaint is not resolved after treatment in accordance with the complaints procedure, it may be submitted to the court mentioned in article 23 of these general terms and conditions.
23. The assignment agreement and any non-contractual obligation arising out of or related to that agreement shall be governed exclusively by Dutch law. All disputes arising out of any of these legal relationships shall be decided exclusively by the competent court in Amsterdam.

Valid from 1 December 2025