



General Terms and Conditions

1. These general terms and conditions apply to all work performed or to be performed by or on behalf of DLL Legal, a sole proprietorship under Dutch law, established in Amsterdam and registered in the Trade Register of the Chamber of Commerce under number 94278091.
2. The term "persons associated with DLL Legal" includes: (a) the owner, (b) a - if applicable - foundation for third-party funds related to DLL Legal ("*Stichting Beheer Derdengelden*"), and (c) persons who work or worked for or are otherwise associated with DLL Legal as an employee, advisor, freelancer, or in any other capacity. A reference in these general terms and conditions to "persons" includes a reference to natural persons, legal entities, and other entities.
3. The term "client" (*opdrachtgever*) means a person who enters or will enter into a contract for services (*overeenkomst van opdracht*) or other agreement with DLL Legal with a view to the performance of work by DLL Legal or who otherwise has a legal relation with DLL Legal in respect of that work. The term "work" includes the provision of services and other performances by any name. The performance of assignments by DLL Legal is exclusively for the benefit and for the account and risk of the client. Third parties cannot derive any rights thereof.
4. All engagements (*opdrachten*) are accepted and, subject to clause 7, are performed exclusively by DLL Legal. This also applies if it is expressly or implicitly the intention for an engagement to be carried out by one or more persons affiliated with DLL Legal. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is explicitly excluded. This clause 4 applies by analogy if work is performed otherwise than under a contract for services.
5. Any liability of the persons affiliated with DLL Legal on any ground towards the client and third parties affiliated with the client (including but not limited to present or previous managing directors, employees, shareholders or group companies of the client) is expressly excluded. Insofar as necessary the client hereby waives, also on behalf of the third parties affiliated with the client, all rights and claims that they may have or acquire on any ground in relation to the persons affiliated with DLL Legal.
6. Without prejudice to clause 4 and clause 5, these general conditions and the exclusion or limitation of liability they contain may also be relied on by and for the benefit of (i) every person who is involved in the performance of the engagement or who in that regard is or becomes liable on any ground; and (ii) the persons affiliated with DLL Legal and their successors by universal title.
7. If DLL Legal engages a third party, not being a person affiliated with it, with regard to the work assigned to (*opgedragen aan*) DLL Legal, it selects that third party - where possible in consultation with the client - with due care. DLL Legal is not liable for any error or breach by that third party in the performance of his or her work. DLL Legal may accept on behalf of the client a limitation of liability stipulated by a third party.
8. The client is obliged to provide or make available in the required form and manner all information and documents, which DLL Legal deem necessary to carry out the assignment properly and in time. The client is responsible for ensuring that the information and documents reach the responsible person(s) within DLL Legal. Any extra costs and extra fees caused by not, not timely or not properly providing the requested

information and documents shall be borne by the client. The client is responsible for the correctness, completeness and reliability of the information and documentation made available to DLL Legal.

9. The client is responsible for collecting and providing information and evidence and any other information and documents relevant to the case. The client is responsible for ensuring that the information and documents are provided in digital form - and upon request also in copy form - to DLL Legal. If the client provides original documents to DLL Legal, the risk of losing such information and documents will be for the client; DLL Legal accepts no liability whatsoever. If and to the extent that the client requests it, the information and documents made available by the client will be returned to the client. After the case DLL Legal will only retain a digital archive copy of the file. If the client, after more than three (3) months after the end of the case, requests copies of the documents or records from the file, DLL Legal shall be entitled to charge a fee for providing copy of such documents or records.
10. Any liability of DLL Legal for work performed or to be performed by or on behalf of DLL Legal or otherwise related to a contract for services or other legal relation entered into by DLL Legal in respect of work, irrespective of the legal basis of that liability, is limited to the amount paid or payable in the case in question under the professional liability insurance taken out by DLL Legal, increased by the amount of the deductible (*eigen risico*) payable by DLL Legal under the insurance in the case in question. This limitation of liability of DLL Legal applies irrespective of whether the liability is based on an agreement, the law (such as a wrongful act) or any other legal ground.
11. If for some reason no payment is made in the case in question under the professional liability insurance taken out by DLL Legal, the liability of DLL Legal is limited to an amount of ten thousand euros (EUR 10.000,00), irrespective of the legal ground. Or in case the fees charged by DLL Legal in the particular case concerned are higher, the liability of DLL Legal shall be limited to such higher amount with a maximum of twenty five thousand euros (EUR 25.000,00).
12. All rights of claim against DLL Legal related to the work performed by or assigned to DLL Legal (including but not limited to claims for reimbursement of loss) expire one (1) year after the date on which the client became aware or could reasonably have been aware of the existence of these rights of claim or of the loss and the possible liability of DLL Legal. These rights of claim in any event expire two (2) years after performance of the work by or on behalf of DLL Legal.
13. Except in the event of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) on the part of DLL Legal, the client indemnifies DLL Legal and the persons affiliated with DLL Legal and holds them harmless from and against all claims and actions that a third party may at any time have or institute, respectively, against DLL Legal or a person affiliated with DLL Legal and that arise from or are related to work performed for the client by or on behalf of DLL Legal. This indemnity includes the cost of legal assistance.
14. Clauses 4, 5, 12 and 13 and all other provisions of these general conditions that are intended to create rights for the benefit of the persons affiliated with DLL Legal are also intended as irrevocable third-party clauses, entered into for no consideration, for the benefit of the persons affiliated with DLL Legal within the meaning of Section 6:253(4) of the Dutch Civil Code.
15. Unless otherwise agreed in writing, a fee is payable by the client to DLL Legal that is calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates set by DLL Legal from time to time. In addition to the fee, the disbursements (external costs) incurred by DLL Legal on behalf of the client and a percentage compensation for general office costs (such as postage, telephone, fax and photocopies) are also payable by the client to DLL Legal. All amounts due are increased by the turnover tax due on those

amounts at the rate that applies at that time. In case of urgent assignments or necessary work in the evenings and / or weekends and / or public holidays, these hourly rates may be increased to a rate of not more than double the applicable hourly rate. The client is expected to be familiar with and agrees with the applicable hourly rates. A specification of the fees charged by DLL Legal will be handed over upon request of the client. In collection cases the client may agree on a fixed or variable fee equal to a percentage of the amount collected for the benefit of the client, known as collection costs. The percentage of the collection costs per case will be agreed in writing with the client. The foregoing shall not affect the competence of DLL Legal to, after acceptance and during the execution of the assignment, whenever DLL Legal deems it necessary, request a deposit or an amount to pay (an advance on the) agreed fee plus disbursements, office expenses of the client. All amounts are exclusive of governmental taxes and/or levies.

16. The invoices of DLL Legal must be paid within fourteen days after the invoice date. In the event of late payment, DLL Legal has the right to charge the statutory interest on the unpaid amount as from the fifteenth day after the invoice date. In that case, DLL Legal shall have the right to suspend its services until full payment of the amount outstanding. In case DLL Legal must take collection measures (judicial, extrajudicial or budgetary procedures) to collect unpaid invoices from the client, it is entitled to 20% (twenty percent) collection charges on the unpaid amount.
17. Under the applicable legislation and regulations, including the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*) (the "Act"), DLL Legal must verify the identity of its clients and their ultimate beneficiaries and must in certain circumstances report unusual transactions within the meaning of the Act to the authorities. The Act prohibits DLL Legal from informing the client or any other party that it has made such a report to the authorities. To enter into and continue the engagement with DLL Legal, the client must always provide DLL Legal with all necessary information truthfully about the persons associated with the client who qualify as ultimate beneficiaries within the meaning of the Act and/or politically exposed persons ("PEPs"). The costs of this KYC compliance are borne by the client. DLL Legal and the persons involved in the assignment are legally obliged to report any discrepancy between information about the ultimate beneficiary within the meaning of the Act as evidenced by the trade register and information about the ultimate beneficiary from other sources. In connection with this report, an involved lawyer cannot invoke a duty of confidentiality.
18. Electronic communication, including email, is regarded as written communication. The client agrees to electronic communication and acknowledges that it is unsafe. DLL Legal is not liable if any electronic communication is intercepted, manipulated, delayed, misdirected or infected by a virus. If the client acts in a professional or commercial capacity, the applicability of Section 6:227b(1) of the Dutch Civil Code (relating to the provision of information in e-commerce) and Section 6:227c of the Dutch Civil Code (relating to the manner in which agreements are entered into in e-commerce) is excluded.
19. DLL Legal or - if applicable - the Stichting Beheer Derdengelden affiliated with it may receive moneys from a client or a third party related to the performance of work that are credited to a bank account of DLL Legal or Stichting Beheer Derdengelden at a bank designated by them. DLL Legal and Stichting Beheer Derdengelden are not liable if that bank fails to perform its obligations under the current-account agreement with DLL Legal or Stichting Beheer Derdengelden. No interest will be paid out to the persons entitled to such funds, while DLL Legal reserves the right to set off such funds against outstanding invoices. If funds (other than deposits or advances) of the client are being retained at or passed through one of the bank accounts of the Stichting Beheer Derdengelden, it will be entitled to charge a fee of 5 ‰ (five per thousand) of the total amount which is held for the client with a minimum of ten euros (EUR 10,00).

20. If the bank referred to in clause 19 charges DLL Legal or - if applicable - the Stichting Beheer Derdengelden affiliated with it negative interest in respect of the deposited moneys of the client or a third party, that negative interest is payable by that client or third party and is deducted from the deposited amount.
21. DLL Legal is the controller regarding the personal data processing related to its services. DLL Legal processes personal data in accordance with its Privacy Statement.
22. Every contractual and non-contractual legal relation between DLL Legal and the client resulting from or related to the work performed by or on behalf of or assigned to DLL Legal is governed by Dutch law. Insofar there is a legal relation between a person affiliated with DLL Legal and the client, that legal relation is also governed by Dutch law.
23. All disputes arising out of or in connection with the services performed by or on behalf of DLL Legal, or otherwise relating to the legal relationship between DLL Legal and the client, shall in the first instance be subject to the exclusive jurisdiction of, and shall be decided solely by, the competent court in Amsterdam, the Netherlands, subject to the provisions set out below:
 - a) If the client is a private individual (consumer), disputes may be submitted to the Disputes Committee for the Legal Profession – Consumers (*Geschillencommissie Advocatuur Consumenten*), in accordance with the Rules of the Disputes Committee for the Legal Profession (*Geschillencommissie Advocatuur*).
 - b) If the client is an entrepreneur (business client), disputes may be submitted to the Disputes Committee for the Legal Profession – Business (*Geschillencommissie Advocatuur Zakelijk*), in accordance with the Rules of the Disputes Committee for the Legal Profession.
 - c) The Disputes Committee for the Legal Profession is competent to decide on disputes concerning the formation and/or performance of the engagement agreement, the quality of the services provided and/or the amount of fees charged, as well as on claims for compensation of damages up to a maximum of € 10,000 (ten thousand euros).
 - d) If the client submits the dispute to the Disputes Committee for the Legal Profession, DLL Legal shall be bound by such submission. If DLL Legal submits the dispute to the Disputes Committee for the Legal Profession, the client shall have one month after such submission to opt instead for the competent court.
 - e) The services of DLL Legal are at all times subject to the Complaints and Disputes Procedure for the Legal Profession (*Klachten- en Geschillenregeling Advocatuur*).
24. These general conditions have been drawn up in Dutch and translated into English. In the event of a discrepancy between the Dutch text and the English text or their interpretation, the Dutch version of these general conditions is binding.
25. DLL Legal may amend these general conditions from time to time and without prior notice. The amended general conditions then govern all subsequent legal relationships with the client.

Amsterdam, 1 October 2025

DLL Legal