



General Terms and Conditions Lindenbaum B.V.

1. Lindenbaum B.V. ("Lindenbaum") is a private limited liability company organized and established under Dutch law, with its principal place of business in Amsterdam, its object being the practice of law (*advocatuur*).
2. These general terms and conditions shall apply to all services rendered by Lindenbaum to the client. The client accepts that in the execution of the services Lindenbaum is bound by professional codes of conduct and will respect Lindenbaum's obligations arising from such codes.
3. All services provided by our attorneys are subject to Lindenbaum's complaints procedure. If you are not satisfied with our services for any reason, we welcome you to contact us. See for further information www.lindenbaum.nl.
4. All instructions from clients are accepted and carried out solely by Lindenbaum, even if it is the client's express or implied intention that instructions will be carried out by one or more specific persons associated with Lindenbaum. In these general conditions, "persons associated with Lindenbaum" means every current or former, direct or indirect subordinate or non-subordinate (*ondergeschikte or niet-ondergeschikte*), (seconded) employee, adviser, managing director, shareholder and/or partner of Lindenbaum. The term "person" includes natural persons and legal persons.
5. Sections 7:404 and 7:407(2) and 7:409 of the Dutch Civil Code are excluded. If Lindenbaum is instructed or engaged together with another person, Lindenbaum is liable only for the performance of those obligations that are expressly Lindenbaum's obligations.
6. Only the direct client of Lindenbaum can derive any rights from the advice or other services of Lindenbaum.
7. Except to the extent that liability cannot be limited, all liability of persons associated with Lindenbaum and all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith is limited to the amount paid out, if any, under the applicable liability insurance policy in the matter concerned, increased by the amount of the applicable deductible (*eigen risico*).
8. In any event, a claim against a person referred to will be unenforceable unless Lindenbaum receives written notice thereof no later than one year after the claimant has discovered, or should reasonably have discovered, the event or circumstance that gives or may give rise to that claim.
9. If the notice has been provided as prescribed by clause 8, the associated claim must be brought before the competent court in Amsterdam, no later than one year after the notice is provided. If the claim is not brought within one year, the right to bring the claim will lapse and the claim will be unenforceable.
10. Lindenbaum may engage third parties in connection with the instructions from the client at the client's expense and under the terms stipulated by such third party. Lindenbaum may accept such terms, including any limitation of liability, on behalf of the client. Lindenbaum may use digital services offered by third parties, including telecommunication services, applications to share or store data in a cloud or otherwise, e-discovery, applications which allow data to be searched, analyzed, stored, processed or translated automatically or with the use of artificial intelligence or other software. As a result, data may be transferred to servers controlled by third parties. Lindenbaum will exercise the necessary due care in its selection of third parties and such digital services. Lindenbaum cannot be held liable for any failure, negligence or omissions of a third party engaged in the performance of its services, including



ensuing from the use or the unavailability of digital services. Lindenbaum excludes all liability that is directly or indirectly related to or results from the insolvency of or any other default of any bank, financial institution, supplier of digital services or other third party and/or the reduction in or loss of ability to use, operate or access any computer system, network or data and/or a data breach, whether or not as a result of a cyber-attack.

11. Without prejudice to the provisions in clause 4 above, these general conditions, including the limitations of liability, apply not only to Lindenbaum, but also to all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith, including persons associated with Lindenbaum or their respective legal successors. The client indemnifies Lindenbaum and all other persons mentioned in the preceding sentence against all third party claims that arise from or are in any way connected to the instructions from the client and/or the services performed for the client to the extent the claim or damage did not directly result from willful misconduct or gross negligence on the part of Lindenbaum. This indemnification also includes the costs of legal assistance.
12. Unless otherwise agreed, our fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established annually by Lindenbaum.
13. Costs paid for by Lindenbaum on behalf of the client shall be charged separately. An amount equal to a percentage of the professional fees may be charged to cover general office costs (e.g. postage, phone, fax, photocopying).
14. Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by Lindenbaum are exclusive of VAT and any other tax, surcharge or similar increase that a client, payer or Lindenbaum is obliged to pay under applicable laws or regulations or that Lindenbaum is obliged to charge.
15. The services rendered shall in principle be charged to the client on a monthly basis, subject to payment within fourteen (14) days of the date of the invoice. If Lindenbaum issues invoices at other intervals, our fees remain due and payable. All amounts invoiced or mentioned are without any deductions, discounts or set-off, exclusive of VAT and exclusive of any other tax, surcharge or similar increase that a client, payer or Lindenbaum is obliged to pay under applicable laws or regulations or that Lindenbaum is obliged to charge, unless explicitly stated otherwise. If Lindenbaum has more than one client for an engagement, each client is a joint and several debtor of its fees. Lindenbaum may apply an interim increase of its rates on the basis of the consumer price index (CPI) published by the CBS (Dutch Bureau of Statistics). Objections by the client to the amounts invoiced do not suspend the payment obligations of the client.
16. If the client has granted Lindenbaum an assignment on behalf of a third party, the client's payment obligation to Lindenbaum shall not be dependent on payment by the third party to the client. Non-payment or late payment by the third party to the client does not affect the client's obligation to pay Lindenbaum timely and in full.
17. If the client fails to pay one or several invoices of Lindenbaum in time or in full, Lindenbaum shall have the right to suspend further execution of the assignment. Also, in the event of late payment the client will be liable to pay the statutory interest accrued since the due date, and the extrajudicial collection costs incurred by Lindenbaum with a minimum of EUR 500. Lindenbaum shall at all times have the right to demand payment in advance for work to be done or expenses to be incurred.
18. Lindenbaum is obliged by law to verify the identity of its clients and to report unusual transactions to the authorities, without informing the client. Lindenbaum 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 the European



fiscal 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.

19. Lindenbaum processes personal data of its clients and persons working for its clients in order to provide its services and to comply with statutory obligations. Lindenbaum retains its electronic and/or hard-copy files for at least seven years after the last substantive communication with the client in each respective matter. After expiry of that period, Lindenbaum may destroy such files.
20. These general conditions apply to all instructions accepted by Lindenbaum, including any follow-up instructions and further assignments from clients. These general conditions have been deposited at the Court Registry of the Amsterdam District Court.
21. Lindenbaum is registered in the Trade Register of the Dutch Chamber of Commerce under number 88863441. The general conditions of our clients or any third party, if any, do not apply and are expressly rejected.
22. Lindenbaum exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law. Lindenbaum does not provide any fiscal or tax advice.
23. All legal relationships with Lindenbaum are exclusively governed by Dutch law, with the exception of rules of international private law, which may lead to the applicability of the laws from other jurisdictions.
24. Any disputes that are related to our services shall in the first instance be exclusively decided by the competent court in Amsterdam, the Netherlands. The term disputes shall be deemed to include disputes that are wholly or partially based on non-contractual principles of relate to the nullity, nullification or any legal act or agreement.