

GENERAL CONDITIONS OF AMICE ADVOCATEN B.V.

Filed with the Utrecht Chamber of Commerce on March 16, 2021.

1. Amice Advocaten B.V. (“Amice Advocaten”) is a private limited company incorporated under Dutch law.
2. Amice Advocaten’s object is to practice law in the broadest sense. To do this, Amice Advocaten is assisted by persons it engages to perform its clients’ instructions.
3. All client instructions are deemed to have been given exclusively to Amice Advocaten, even if there is an express or tacit intention that a specific person will perform the work. The applicability of the provisions of Section 7:404 and Section 7:407(2) of the Dutch Civil Code is expressly excluded.
4. Amice Advocaten has professional indemnity insurance. In the unlikely event that an incident occurs while performing an instruction for a client which leads to liability, that liability will be limited to the amount or amounts that qualify for payment under the professional indemnity insurance, including the excess that Amice Advocaten must pay under that insurance. An incident as referred to above also includes an omission. If there is no payment for any reason whatsoever under the insurance, any liability is limited to €25,000, excluding VAT. A copy of the relevant professional indemnity insurance policy will be provided upon request.
5. When performing an instruction for a client, any persons engaged may wish to limit their liability in that regard. Amice Advocaten assumes, and if necessary hereby stipulates, that all instructions given to it also include the authority to accept such limitation of liability on behalf of such clients. The limitation of liability also applies if Amice Advocaten is liable for the errors of third parties it engages or for the improper functioning of the equipment, software, data files, registers or other items (without exception) that it uses to perform the agreement. All rights of action and other entitlements that a client may invoke against Amice Advocaten, on whatever grounds, will lapse one year after the client became aware, or could reasonably have become aware, of the existence of those rights and entitlements. The client indemnifies Amice Advocaten against third-party claims, including the reasonable costs of legal assistance, in any way related to the services provided to the client, unless these claims result from gross negligence or intent.
6. If the instruction performed for a client involves engaging someone who is based outside the Netherlands and who is not employed by Amice Advocaten, to perform work in connection with that instruction, Amice Advocaten will not be liable for any errors this person makes.
7. Besides Amice Advocaten, anyone engaged to perform any instruction for a client may also rely on these general conditions. The same applies to former partners and employees, including their heirs, if they are held liable after leaving Amice Advocaten.
8. Under the applicable supervisory laws and regulations and rules of conduct, including (in certain circumstances) the Money Laundering and Terrorist Financing (Prevention) Act [*Wet ter voorkoming van witwassen en financieren van terrorisme*; ‘Wwft’], Amice Advocaten is obliged to establish and verify the submitted identity of its clients (and, where applicable, a client’s representative and ultimate beneficial owner(s)). Amice Advocaten accepts a client’s instruction on the condition precedent that the client’s identity can be established and verified. If the Wwft applies, Amice Advocaten is obliged in certain circumstances to report

unusual transactions performed or intended by or on behalf of the client to the competent authority.

9. These general conditions also apply to additional or follow-up instructions that a client gives to Amice Advocaten, even if their applicability is not referred to again.
10. Unless otherwise agreed, the costs of the work will be charged to the client monthly, based on the actual time worked at the hourly rates specified in the engagement letter, plus VAT and office expenses. Costs that Amice Advocaten has incurred to perform the instruction, such the costs of a bailiff or court fees, will also be passed on to the client. Amice Advocaten may always request an advance payment from a client. An advance payment is first deducted from the final invoice under the relevant agreement.
11. The rates may be revised on 1 January of each year. This may also be done based on adjustments by Statistics Netherlands. Price changes are announced in writing and apply to current instructions from 1 January of the year concerned unless the law requires a different period for a consumer.
12. Unless otherwise agreed in writing, payment must be made within 14 days of an invoice date. If the client exceeds the payment term, they will be in default by operation of law and owe Amice Advocaten default interest at the statutory rate/statutory commercial rate that applies to their relationship. Payments made by or on behalf of a client are first applied to the costs incurred, then to the interest due, and lastly to the longest outstanding invoice, even if contrary instructions are given when payment is made by or on behalf of the client. A client may not set off amounts due to Amice Advocaten against any counterclaims. If Amice Advocaten takes collection measures against a client in default, the client must reimburse all judicial and extrajudicial costs that Amice Advocaten actually incurs in connection with that collection, subject to a minimum of 15% of the outstanding invoices.
13. The personal data of Amice Advocaten's clients are processed solely to perform their instructions. Amice Advocaten bears responsibility for processing personal data in accordance with the GDPR rules.
14. Dutch law applies to the legal relationship between Amice Advocaten and its clients. Only Dutch courts will have jurisdiction to take cognisance of any dispute that may arise between a client and Amice Advocaten.