

General terms and conditions of FOCUS advocaten

1. FOCUS advocaten is a partnership under Dutch law with trade register number 89065654.
2. In the unlikely event that you are not satisfied with our services, please let us know. Our services are subject to an office complaints procedure. Our office complaints procedure can be consulted via www.focus-advocaten.nl/complaintsprocedure
3. All assignments are accepted and carried out exclusively by FOCUS advocaten, setting aside articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code. This also applies when the principal grants his assignment expressly or tacitly with a view to execution by one or more particular persons connected with FOCUS advocaten. Only the immediate principal of FOCUS advocaten may derive any rights from the advice or other activities of FOCUS advocaten. In these general terms and conditions "connected persons" means any person who directly or indirectly works or has worked for FOCUS advocaten, including in any event all present and former employees, contractors, advisors, directors and/or partners. A "person" may be either a natural person or a legal entity.
4. Except insofar as this is legally impossible, all liability of FOCUS advocaten, its associated persons and all persons involved in the execution of the assignment or on whom any liability might rest in any way in connection therewith (including joint and several liability) shall be limited in total to the amount paid in the relevant case under the liability insurance(s) taken out for FOCUS advocaten, increased by the applicable excess under such insurance(s). Liability for damages which are (partly) the result of the failure to inform FOCUS advocaten fully, in full or in a timely manner is excluded. All liability shall lapse, if FOCUS advocaten has not been informed in writing, giving reasons, of the claim within 12 months of the discovery of an event or circumstance which gives rise or may give rise to liability, and if no legal action has been instituted against FOCUS advocaten in respect thereof within 12 months of such holding. FOCUS lawyers is insured for its professional liability with AIG Europe S.A.
5. FOCUS advocaten is authorized to engage third parties in the execution of its work, including bailiffs, experts, other law firms, couriers and translators. FOCUS advocaten may also make use of digital services ("digital services"), whether or not offered by third parties, such as digital communications, applications by which information can be shared or stored digitally, e-discovery, automated due diligence, or other applications by which information can be searched, analyzed, stored, edited or translated, whether or not automated or with (intelligent) software. This may include transferring information to servers operated by third parties. FOCUS advocaten will of course exercise due care in the selection of third parties and digital services. FOCUS advocaten is not liable for the acts or omissions of these third parties or for damage arising from the use of digital services. FOCUS advocaten may accept the terms and conditions of these third parties or of the provider of digital services, including any limitations of liability, on behalf of Client and/or itself and assert them against Client.
6. Without prejudice to the provisions of article 3, these general terms and conditions including the limitations of liability contained herein shall not only apply for the benefit of FOCUS advocaten, but may also be invoked by and for the benefit of all persons involved in the execution of the assignment and/or on whom in connection therewith on any basis whatsoever any liability rests or could rest in any manner, the persons associated with FOCUS advocaten, as well as all its respective legal successors. Client indemnifies FOCUS advocaten and all other persons mentioned in the previous sentence against all claims by third parties which are in any way connected with or arise from the assignment given and/or the work performed for Client. This indemnification includes the costs of legal assistance. The provisions

of this article as well as all other provisions in these general terms and conditions that aim to create rights for the benefit of third parties referred to in the first sentence of this article are also intended as an irrevocable third-party clause against them for no consideration within the meaning of article 6:253 paragraph 4 of the Dutch Civil Code.

7. FOCUS advocaten must, pursuant to, inter alia, the Prevention of Money Laundering and Financing of Terrorism Act and policies derived therefrom, in principle establish the identity of the client and, under circumstances, report unusual transactions to the relevant authorities without informing the client. FOCUS lawyers may also have obligations to report or provide information to authorities or third parties on other grounds, such as on the basis of the General Data Protection Regulation (AVG) and the European Directive 2018/822/EU (DAC6) with respect to tax notifiable cross-border structures. The foregoing may also apply to other persons directly or indirectly involved in the performance of the engagement.

8. FOCUS advocaten only advises, and can only be deemed to advise, with respect to Dutch law.

9. Unless otherwise agreed, the fee will be calculated on the basis of the number of hours worked multiplied by hourly rates to be determined annually by FOCUS advocaten. The fee will be administered per activity and charged in time units of six (6) minutes and multiples thereof. Expenses paid by FOCUS advocaten on behalf of the client will be charged separately. All amounts charged or stated by FOCUS advocaten are - unless expressly stated otherwise - exclusive of VAT and any taxes, surcharges or similar increases owed by a principal, payer or FOCUS advocaten under applicable regulations or to be charged by FOCUS advocaten. If costs, charges or deductions are charged to FOCUS advocaten pursuant to unilaterally imposed or electronically acceptable regulations regarding the method of billing (such as e-billing), these will be charged to the client. The work shall in principle be charged to the client on a monthly basis with a payment period of fourteen (14) days from the invoice date.

If the frequency of billing changes, the fee shall remain due. If an assignment involves several clients, they are jointly and severally liable for payment of the invoice.

FOCUS lawyers is authorized to set off advances from a particular debtor against claims it has against that debtor under other files.

10. These general terms and conditions apply to every assignment accepted by FOCUS Lawyers, including any follow-up assignments and new assignments. These general terms and conditions can be viewed and downloaded on the website: www.focus-advocaten.nl/generalconditions

11. The (execution of the) assignments referred to in Article 3 and the related legal relationship(s) are all exclusively subject to Dutch law, with the exception of rules of international private law that lead to the application of the law of another jurisdiction.

12. Unless otherwise provided for in the complaints procedure or unless the client is a private individual, the court in Amsterdam has exclusive jurisdiction in the first instance to take cognizance of any disputes related to our services. Disputes are also understood to include disputes that are based in whole or in part on non-contractual bases or that concern the nullity, voidability or existence of any legal act or agreement.