

GENERAL TERMS AND CONDITIONS BOS.LEGAL B.V.

Article 1 APPLICABILITY

- 1.1 Bos.Legal B.V. (Bos.Legal) is a private company with limited liability, registered with the Chamber of Commerce under number 87577593, whose objective is to act as lawyer and legal counsel.
- 1.2 These general terms and conditions shall apply to and form part of all agreements between Bos.Legal and contracting parties (Clients), as well as to any ensuing agreements, work performed for the Client and further (legal) acts of Bos/Legal with, for or vis-à-vis the Client. Once the General Terms and Conditions apply, they also apply, without further declaration of applicability, to new agreements between the parties and to all non-contractual relationships between the parties, including relationships in tort.
- 1.3 In the event of modification of these terms and conditions by Bos.Legal, the modified terms and conditions will apply as of the day of publication on terms and conditions. Bos.Legal, with the understanding that this will only apply to new assignments as of that date.
- 1.4 These general terms and conditions have also been stipulated for the benefit of those persons or legal entities which are directly or indirectly involved in any way in the provision of services by Bos.Legal and/or which could be liable in connection therewith.

Article 2 PRIVACY

- 2.1 Bos.Legal considers the privacy of its clients and website visitors to be of great importance and complies with what is included in the General Data Protection Regulation (GDPR). Bos.Legal has included further information on how it deals with the processing of personal data in its privacy statement. This privacy statement can be consulted on the website of Bos.Legal.

Article 3 OBLIGATIONS OF PARTIES

- 3.1 Bos.Legal shall endeavor to execute the agreement with the Client with due care and expertise. Bos.Legal cannot, however, give any guarantee or guarantee that the intended result will be achieved.
- 3.2 The Client is obliged to provide Bos.Legal, in a timely and complete manner, with all facts and circumstances which may be relevant to the proper execution of the agreement, as well as with all data and information required by Bos.Legal. The customer guarantees the correctness and completeness of all data and information provided to Bos.Legal.

Article 4 HONORARY AND PAYMENTS

- 4.1 Bos.Legal will charge a fee for its work (to be multiplied by VAT), as well as estimated disbursements. Disbursements are the actual costs incurred by Bos.Legal on behalf of the client (such as court fees, bailiff fees, costs of third parties called in, as well as accommodation and travel costs).
- 4.2 Unless explicitly agreed otherwise between the parties, the fee shall be determined on the basis of the time spent and the hourly rate applicable to the relevant order.
- 4.3 The hourly rate shall be determined on the basis of the basic hourly rate to be established periodically by Bos.Legal. Unless explicitly agreed otherwise, Bos.Legal shall be entitled to change the above-mentioned basic hourly rate, even during the term of an assignment. If the

basic hourly rate is increased by more than 10% at once, or within three months of commencement of the assignment, the principal may dissolve the assignment contract. The right to do so will lapse after the expiry of the term of payment of the first invoice following the increase in the basic hourly rate.

- 4.4 Bos.Legal is always entitled to demand from the Client an advance payment on the fee. An advance payment will be settled at the end of the assignment, unless agreed otherwise or Bos.Legal decides to settle earlier.
- 4.5 Payment of Bos.Legal's invoices shall take place within 14 days of the invoice date. The Client shall not be entitled to set off or to suspend payment.
- 4.6 Notwithstanding the foregoing, in the event of a failure by Client to comply with its applicable payment obligation, payment shall be made promptly.
- 4.7 If the aforementioned term of payment is exceeded, the Client shall be in default by operation of law and the default interest shall be equal to the then current statutory interest pursuant to Section 6:119 of the Dutch Civil Code. In the event that the Client acts in the exercise of a profession or business or legal entity, the Client shall, notwithstanding the foregoing, owe the commercial interest pursuant to Section 6:119 a of the Dutch Civil Code.
- 4.8 If payment is not made even after a reminder, all judicial and extra-judicial collection costs are due, which are at least 15% of the invoice amount, with a minimum of € 50. For consumers, the collection costs are calculated based on a percentage of the principal amount with a minimum of € 40. Any payment shall first be applied to settle the costs, then the interest owed and finally the principal sum and the current interest.
- 4.9 If an invoice, or advance payment, is not paid within the term of payment, Bos.Legal may suspend its activities, after notifying Client of this. Bos.Legal shall not be liable for any loss or damage arising as a result of such suspension of activities.
- 4.10 Bos.Legal does not have a foundation for third-party funds.

Article 5 LIABILITY

- 5.1 As soon as the Client discovers or ought reasonably to have discovered a possible ground for a valid claim against Bos.Legal, the Client shall be obliged to notify Bos.Legal of the existence of such a claim, in writing, without delay, on pain of forfeiture of rights. Without prejudice to the provisions of Article 6:89 of the Civil Code, entitlement to indemnification with respect to Bos.Legal shall expire one year after the event from which the damage directly or indirectly results and for which Bos.Legal is liable. An event as referred to in the preceding sentence shall be understood to mean an omission.
- 5.2 Any liability of Bos.Legal shall always be limited to the amount paid out in the case in question under its (professional) liability insurance policy or policies, to be increased by the amount of the deductible which is not for the account of the insurers under the policy conditions. Upon request, a copy of the relevant policy will be provided. Where, for whatever reason, no payment is made by the insurer, any liability shall be limited to twice the amount paid by the Client to Bos.Legal in the relevant calendar year for work performed for the Client, up to a maximum of EUR 10,000 (including VAT).

- 5.3 Bos.Legal shall never be liable for indirect damage, consequential damage and trading loss. Bos.Legal's liability shall never exceed the provisions of these general terms and conditions, irrespective of whether it is a matter of claims on account of an agreement or on account of any other grounds, in particular tort.
- 5.4 If persons engaged in connection with the execution of an order by Client wish to limit their liability in connection therewith, all orders given to Bos.Legal by Client shall imply the authority to accept such a limitation of liability also on behalf of Client.
- 5.5 Bos.Legal shall exercise all due care that may reasonably be required of it in protecting the data of its clients and third parties. Bos.Legal is not liable for loss of data or unauthorized access to data that occurs despite the care exercised by Bos.Legal. Nor shall Bos.Legal be liable for any loss of data or unauthorized access arising from the transmission of data over public networks or from the use of third-party networks and systems.
- 5.6 If the execution of an order of the Client entails the involvement of third parties, Bos.Legal shall not be liable for any loss-causing events of these third parties.
- 5.7 Any provisions in this Article limiting damages shall not apply to damages resulting from Bos.Legal's intentional acts or gross negligence.
- 5.8 The Client shall indemnify Bos.Legal against any third-party claims, including the reasonable costs of legal assistance, which are in any way connected with the work performed for the Client, unless such claims are the result of an intentional act or omission or gross negligence.

Article 6 DISPUTES

- 6.1 Disputes concerning the realization or execution of the assignment given by the Client to Bos.Legal, the amount of the invoice(s) and the non-payment or collection thereof, shall be settled in accordance with the arbitration procedure of the Disputes Committee for the Legal Profession, to the exclusion of the legally competent court. The provisions of Article 1020(4)(b) of the Code of Civil Procedure shall apply by analogy to disputes concerning the amount of the invoice(s).
- 6.2 In the event that the Client is a natural person not acting in the course of a profession or business, the provisions of the above paragraph will apply only insofar as the Client does not indicate, within one month of being notified in writing by Bos.Legal of the commencement of arbitration proceedings before the Disputes Committee for the Legal Profession, that he wishes to opt for arbitration before the court having jurisdiction under the law.

Article 7 GENERAL PROVISIONS

- 7.1 If one or more provisions of the contract should turn out to be wholly or partly invalid or unenforceable, they will be replaced by provisions to which this does not apply and which, as far as possible, regulate the same as the invalid or unenforceable provision. As far as necessary, parties will consult in good faith on the exact wording of the provisions to be replaced.
- 7.2 These terms and conditions are also provided in the Dutch language. In the event of a dispute about the contents or purport, the Dutch text shall be binding.
- 7.3 Dutch law shall exclusively apply to the general terms and conditions and the assignments, all this to the exclusion of the Client's own (general) terms and conditions.