

Terms and Conditions

1. Introduction

DH Legal is a law firm specialized in Financial Law based in Amsterdam and registered in the Trade Register at the Chamber of Commerce in Amsterdam under number 69390541.

These Terms and Conditions have been stipulated for the benefit of all activities of the lawyers of DH legal and those employed by DH Legal. Not only the lawyers of DH Legal, but also all persons and legal entities that the lawyer engages in performing its activities can invoke these terms and conditions.

2. Agreement

All agreements must be regarded as assignment agreements as referred to in article 7:400 of the Dutch Civil Code. Where the client is the principal and the lawyer of DH Legal (hereinafter: the lawyer) with whom the client has entered into the service agreement has to be regarded as the contractor. DH Legal is the contractor for the client specifically for the products and services of the Product Platform.

These terms and conditions apply to and form an integral part of all agreements between the lawyer and the client, and in the case of the products and services of the Product Platform between DH Legal and the client. This also includes all resulting agreements and further (legal) activities of the lawyer and DH Legal, in case of the products and services of the Product Platform, for the client.

The execution of assignments takes place exclusively for the benefit of the client. Third parties cannot derive any rights from this. The applicability of the articles 7:404, 7:407 sub 2 en 7:409 Dutch Civil Code is hereby explicitly excluded.

3. Obligations

The lawyer and DH Legal, in case of the products and services of the Product Platform, will endeavor to execute the agreement with the client with the required care and expertise. However, the lawyer and DH Legal in case of the products and services of the Product Platform respectively does not guarantee the achievement of the intended result and only assumes an effort obligation and not a result obligation.

The client is obliged to provide all facts and circumstances that may be important for the correct performance of the agreement in a timely and complete manner.

4. Fee

The lawyer will charge the client a monthly fee for the work performed during the month through monthly invoices. In principle, this is based on an hourly rate of € 165 to € 250, plus general office costs, value added tax, and costs of third parties. The hourly rate can be made dependent on the results (for example a lower rate if the target is not realized and a higher rate if the target is achieved). Also, a fixed fee is possible. This fixed fee can also be dependent on the results. In the case of a fixed fee and there is a more than 100% cost overrun, a supplement will be due in



consultation with the client. Furthermore, the service can be provided on the basis of a subscription with a fixed fee or hourly rate that is specifically applicable to the subscription.

The lawyer is entitled to adjust the agreed fee periodically. Such an adjustment also applies if this has not been communicated in advance. The lawyer is entitled to demand one or more deductible advances from the client, at any time, both prior to the assignment and during the assignment. A payment received in advance will be settled with the final invoice of the assignment.

In case the client is eligible for subsidized legal aid, the lawyer will inform the client. The client may refrain from using subsidized legal aid. The client must inform the lawyer as soon as possible. Then, the client will be subject to a mutually agreed rate as set out above.

A lawyer of DH Legal, c.q. DH Legal does not accept cases, which are financed through subsidized legal aid. A lawyer, c.q. DH Legal cannot receive third-party funds because there is no third party money foundation available.

Payment of (interim) invoices must take place within 3 weeks of the invoice date, unless otherwise agreed in writing. Only payment to the bank account in the name of DH Legal leads to discharge of the client.

For the services provided by DH Legal for products and services of the Product Platform, specific payment conditions and payment terms apply to each product or service, aimed at providing insight in advance (as much as possible) into the expected end products and services for the client and the associated costs.

Contrary to the foregoing, payment must be made immediately in the event of a shortcoming on the part of the client due to any (partly) non-fulfilment by the client of his payment obligations towards the lawyer or DH Legal for any assignment. If the aforementioned payment term is exceeded, the client shall legally be in default, without notice of default being required, in the event of non-acceptance. The client will have to pay the statutory interest in accordance with article 6: 119 Dutch Civil Code regarding the outstanding amount. However, the client acting in the exercise of any profession or business, or legal entity will have to pay the statutory commercial interest in accordance with article 6: 119 sub a Dutch Civil Code. The client is not entitled to set off or suspend any payment. All (extra) judicial costs of the lawyer, c.q. DH Legal relating to collecting the due amounts will be for the account of the client, with a minimum of 10% of the amounts outstanding.

The lawyer, c.q. DH Legal also has the right to set off what he has conditionally and/or reasonably foreseeable to claim and/or will have to claim from the client against what the lawyer owes or will reasonably owe to the client. For the purpose of this provision, the client also includes group companies and/or majority shareholdings of the client. If the invoice is not paid on time, the lawyer, c.q. DH Legal is entitled to suspend its activities for the assignment.

5. Liability

As soon as the client has discovered or should reasonably have discovered a possible ground for a valid claim against the DH Legal lawyer, the client is obliged to inform the lawyer immediately, providing supporting documents and properly substantiating the claim, of the existence of this claim against the lawyer, in writing, on penalty of forfeiture of right.

Without prejudice to the provisions of article 6: 89 Dutch Civil Code, the right to compensation against the lawyer lapses one year after the event from which the damage results directly or indirectly and for which the lawyer is liable. An event also includes an 'omission'.

Any liability of the lawyer, c.q. DH Legal is always limited to the amount disbursed by the (professional) liability insurance in the relevant case, insofar as the lawyer must maintain this

insurance under mandatory regulations from the Netherlands Bar Association to be increased by the amount of the deductible that is not payable by the insurer under the policy conditions.

If, for whatever reason, no payment is made by the insurer, any liability is limited to the amount charged as the lawyer's fee in the relevant file and paid by the client. In addition, the entitlement is in all cases limited to an amount of € 15,000.

The lawyer, c.q. DH Legal is never liable for indirect damage, consequential damage, and trading loss. The liability of the lawyer never goes beyond what is stipulated in these terms and conditions, regardless of whether there are claims under contract or under other grounds, in particular tort. The aforementioned limitation of liability does not apply to intent or gross negligence on the part of the lawyer, c.q. DH Legal, and/or his employees.

If persons are engaged in the performance of an assignment from the client wish to limit their liability in connection therewith, all assignments given to the lawyer, c.q. DH Legal by the client include the authority to also accept such a limitation of liability towards the client.

If the performance of an assignment from the client entails that a person established outside the Netherlands who is not affiliated with DH Legal and who is not part of a partnership entered into by DH Legal, is engaged to perform work in the context of the assignment given, the lawyer, c.q. DH Legal is not liable for the mistakes made by this person.

6. Destruction of files

After an assignment carried out by the lawyer, c.q. DH Legal has been terminated, the file issued for the assignment will be kept as an archive file during the statutory retention periods and in accordance with the statutory regulations, after which DH Legal has the right to destroy the archive file.

7. Other

The lawyer, c.q. DH Legal and the client always have the right to prematurely terminate or withdraw the assignment with the understanding that the costs and the time already spent on behalf of the client must be reimbursed by the client.

The lawyer, c.q. DH Legal cannot invoke these terms and conditions insofar as this is not permitted (in whole or in part) by the professional organization. In relevant cases, the lawyer, c.q. DH Legal will only exercise rights under these terms and conditions after obtaining permission from the Dean of the applicable Supervisory Board of the Netherlands Bar Association.

If one or more provisions of this agreement prove to be invalid or unenforceable in whole or in part, these provisions are hereby replaced by provisions to which this does not apply, and which approximate the invalid or unenforceable provisions as closely as possible. Insofar as this should be necessary, the parties will consult in good faith about the precise wording of the replacement provisions.

For disputes between the lawyer, c.q. DH Legal and the client there is a complaints procedure which can be found on the DH Legal website (www.dh-legal.nl).

Dutch law is exclusively applicable to the terms and conditions and the assignments, all this with overruling client's own purchasing terms and conditions. In case of any difference of opinion between the parties regarding the content and/or purport of these terms and conditions, the Dutch version of these terms and conditions shall prevail and shall be binding.



LAW FIRM FOR FINANCIAL LAW

Unless arbitration or binding advice has been agreed upon in writing, all disputes from and/or related to the contracts will be settled exclusively by the competent Dutch court.

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