

General Terms and Conditions Kruitwagen & Partners B.V. (version 1 April 2024)

1. General

- 1.1. In these General Terms and Conditions:
 - (a) **“Kruitwagen & Partners”** means Kruitwagen & Partners B.V., a private limited liability company, established under Dutch law with the aim of conducting a legal practice, having its registered office in Arnhem (the Netherlands) and registered in the Business Register under Chamber of Commerce number 91980038;
 - (b) **“client”** means the person or persons retaining Kruitwagen & Partners for an assignment and, if applicable, any other person on behalf of whom Kruitwagen & Partners perform an assignment;
 - (c) **“person affiliated to Kruitwagen & Partners”** means any lawyer or other person who is or was employed by Kruitwagen & Partners, any current or former partner, professional company, director or shareholder of Kruitwagen & Partners, any current or former director or shareholder of any current or former professional company of Kruitwagen & Partners, and legal successor of any such person;
 - (d) **“third party”** means any person other than Kruitwagen & Partners, persons affiliated to Kruitwagen & Partners and the client;
 - (e) **“person”** means a legal entity or natural person.
- 1.2. These General Terms and Conditions apply to all assignments for which Kruitwagen & Partners is retained, including any follow-up assignments and new assignments. Kruitwagen & Partners expressly excludes the applicability of any other general terms and conditions.
- 1.3. Without prejudice to Article 2.1, these General Terms and Conditions, including the limitations of liability, the time limits and the indemnity obligation specified in Articles 2.5 and 4, may also be relied upon by persons affiliated to Kruitwagen & Partners, who may at any time rely upon this third-party clause that has been agreed for their benefit irrevocably for no consideration as defined in Article 6:253, paragraph 4 of the Dutch Civil Code. Where necessary, the words ‘Kruitwagen & Partners’ used in these General Terms and

Conditions will be read as ‘person affiliated to Kruitwagen & Partners’.

- 1.4. These General Terms and Conditions have been drawn up in both Dutch and English. In the event of any inconsistency, the Dutch-language text prevails.

2. Assignment

- 2.1. All assignments are deemed to have been given to and accepted exclusively by Kruitwagen & Partners, regardless of whether an assignment is expressly or implicitly intended to be performed by one or more specific persons. The applicability of Articles 7:404 and 7:409 of the Dutch Civil Code is completely excluded.
- 2.2. If an assignment is given to Kruitwagen & Partners together with another person, Kruitwagen & Partners is only liable for the performance of those obligations that are express obligations of Kruitwagen & Partners. The applicability of Article 7:407, paragraph 2 of the Dutch Civil Code is completely excluded.
- 2.3. Unless otherwise agreed, assignments are performed exclusively for the benefit of the principal, and no other person can derive any rights from work performed by Kruitwagen & Partners or from the way in which it has been performed.
- 2.4. Kruitwagen & Partners and persons affiliated to Kruitwagen & Partners provide advisory services only in relation to Dutch law.
- 2.5. Kruitwagen & Partners is authorised to hire one or more third parties in connection with the performance of an assignment, and may do so in its own name or as holder of power of attorney of the client. They include without limitation: couriers, bailiffs, translators, experts, legal advisors and banks. The client is bound by the conditions that Kruitwagen & Partners has agreed or will agree with such third party. Kruitwagen & Partners is not liable for any damage or loss due to an act or failure to act of a third party.

3. Fee statements

- 3.1. Unless otherwise agreed, the fee that is paid to Kruitwagen & Partners is calculated by multiplying the time spent on the assignment, including any

travel time, by the hourly rates that are annually set by Kruitwagen & Partners, increased by VAT.

- 3.2. The client will also be charged expenses that Kruitwagen & Partners incurs on behalf of the client, including courier and bailiff's charges, court registry fees, travel and accommodation expenses and bank charges.
- 3.3. Objections to a fee statement may be filed by the client in writing with Kruitwagen & Partners within 14 (fourteen) days of the date of the fee statement, failing which the fee statement is deemed to have been accepted.
- 3.4. Unless otherwise agreed, the client must pay fee statements within 14 (fourteen) days of the date of the fee statement.

4. Liability

- 4.1. Any liability of Kruitwagen & Partners, regardless of its nature or basis, will be limited to the amount of the payment that is made in connection with the relevant claim under the insurance policy or policies taken out by Kruitwagen & Partners, increased by the applicable excess.
- 4.2. If, regardless of the reason, no insurance benefit is paid in connection with a claim, the liability of Kruitwagen & Partners, regardless of its nature or basis, will be limited to the fee (exclusive of VAT) that Kruitwagen & Partners charged for the relevant assignment, with a maximum of EUR 25,000 (twenty-five thousand euros). If multiple claims arise from an assignment, this limitation applies to all the claims collectively.
- 4.3. Any liability of persons affiliated to Kruitwagen & Partners is completely excluded, regardless of the nature of or basis for it.
- 4.4. Any legal action for compensation becomes time-barred after one year and expires three years after the date on which the client becomes aware of both the loss and the person liable for it.
- 4.5. The client indemnifies Kruitwagen & Partners against any third-party claim in connection with the assignment or its performance, without prejudice to Kruitwagen & Partners' liability against the client.

5. Identification, reporting obligations and privacy

- 5.1. The client will provide Kruitwagen & Partners with the information needed for compliance with the requirements to establish the identities of clients and persons affiliated to them, including those

under the (Dutch) Money Laundering and Terrorism Financing Act (Wwft).

- 5.2. Kruitwagen & Partners is obliged to report unusual transactions to the relevant authorities without involving its client under some conditions, including under the (Dutch) Money Laundering and Terrorism Financing Act (Wwft). Alternatively, the obligation for Kruitwagen & Partners to report or provide information to third parties may arise from other grounds, including the General Data Protection Regulation (AVG) and European Directive 2018/822 regarding cross-border (tax) arrangements.
- 5.3. Kruitwagen & Partners is a data controller within the meaning of the General Data Protection Regulation (AVG) and processes personal data in accordance with its privacy statement, which is available for inspection on www.kruitwagenenpartners.nl/privacy.

6. Governing law, complaints and disputes

- 6.1. The legal relationship between Kruitwagen & Partners and the client is governed exclusively by Dutch law.
- 6.2. The work of persons affiliated to Kruitwagen & Partners is governed by Kruitwagen & Partners' office complaints procedure, which is available for inspection on www.kruitwagenenpartners.nl/klachtenregeling.
- 6.3. Without prejudice to the provisions of Article 6.2, the Court of Arnhem will have exclusive jurisdiction in first instance to hear any disputes, regardless of their nature or basis, that may arise in connection with this assignment.
