

General Terms and Conditions of Schuite Legal

1 Schuite Legal

- 1.1 Schuite Legal is the trade name under which Johanna Maria Schuite (commonly known as Annemarie), registered with the Dutch Chamber of Commerce under number 81515596, performs activities as an independent legal advisor.

2 The Engagement Agreement

- 2.1 These general terms and conditions apply to all assignments accepted, performed and yet to be performed by Schuite Legal, including supplementary and follow-up assignments, unless otherwise agreed in writing prior to the formation of an assignment. The applicability of the client's general terms and conditions is expressly rejected by Schuite Legal.
- 2.2 All assignments are exclusively accepted and executed by Schuite Legal on the basis of an engagement agreement, even if it is the explicit or implicit intention that an assignment will be performed by a specific person. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 2.3 Schuite Legal shall exercise the care reasonably expected from a competent legal advisor in the performance of the assignments entrusted to it.
- 2.4 The performance of assignments is exclusively for the benefit of the client. Third parties may not derive any rights from the work performed, advice provided, analyses or documents prepared by Schuite Legal, even if such third parties become aware thereof or are involved therein. The services of Schuite Legal are exclusively intended for use by the client in connection with the relevant assignment.
- 2.5 If the client provides the content of work performed by Schuite Legal to third parties, the client shall inform such third parties that the work was performed subject to these general terms and conditions.

3 Liability

- 3.1 Any liability of Schuite Legal shall be limited to the amount paid out under the professional liability insurance maintained by Schuite Legal in the relevant matter, increased by the applicable deductible.
- 3.2 If, for whatever reason, no payment is made under the aforementioned insurance, any liability shall be limited to the amount of fees invoiced and paid in connection with the relevant assignment.
- 3.3 Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, any claim for damages shall lapse twelve (12) months after the client became aware, or reasonably should have become aware, of the damage and the possible liability of Schuite Legal.

4 Force Majeure

- 4.1 If Schuite Legal is prevented from performing the assignment due to force majeure, it shall be entitled to suspend its performance for the duration of the force majeure situation, without being liable for any damages to the client. In such a case, any failure to perform shall not be attributable to Schuite Legal pursuant to Article 6:75 of the Dutch Civil Code.
- 4.2 Force majeure shall mean any circumstance beyond the control of Schuite Legal that temporarily or permanently makes it impossible to fulfil the assignment, including but not limited to: disruptions in energy or internet supply, government measures, illness of persons involved in the assignment, epidemics, pandemics, strikes, technical failures, fire, flooding or other natural disasters.

4.3 If the force majeure situation continues for more than thirty (30) days, both parties shall be entitled to terminate the assignment in writing, without either party being obliged to pay damages.

4.4 To the extent that Schuite Legal has already performed work at the time the force majeure occurs, or is still able to perform such work, it shall be entitled to invoice that part separately. The client shall be obliged to pay this invoice as if it concerned a separate assignment.

5 Indemnification by the Client for Third-Party Claims

5.1 The client indemnifies Schuite Legal against all claims from third parties that are in any way related to the work performed for the benefit of the client.

6 Engagement of Third Parties

6.1 Schuite Legal is entitled to engage third parties in connection with the performance of an assignment, including experts, advisors, translators, technical specialists and other service providers.

6.2 Schuite Legal shall exercise due care in the selection of such third parties, but shall not be liable for any shortcomings, acts or omissions of such third parties.

6.3 Schuite Legal is entitled to accept any limitations of liability of third parties engaged by it on behalf of the client.

7 Data Protection

7.1 Schuite Legal is obliged to maintain the confidentiality of any confidential information and data provided by or on behalf of the client to third parties who are not involved in the execution of the assignment. This obligation does not apply where Schuite Legal is subject to a legal or professional duty to disclose information or if the client has released Schuite Legal from its duty of confidentiality.

7.2 The client agrees that Schuite Legal uses digital communication tools and data storage services. Schuite Legal shall not be liable for damage resulting from failures in digital communication systems, data storage services, cyber incidents, data breaches, hacking, malware or other security incidents, unless caused by wilful misconduct or deliberate recklessness on the part of Schuite Legal.

7.3 If Schuite Legal processes personal data, such processing shall be in accordance with Schuite Legal's privacy policy, which is available upon request.

7.4 Schuite Legal retains electronic or paper files for seven years after the last substantive communication with the client in the relevant matter. After this period, Schuite Legal is entitled to destroy these files.

8 Fees and Payment

8.1 For the execution of an assignment, the client owes the agreed fee, plus VAT where applicable. The fee for the work performed by Schuite Legal is determined based on the number of hours worked multiplied by the hourly rates applied by Schuite Legal.

8.2 The client must pay invoices without deduction, suspension, or set-off within 14 days of the invoice date. If payment is not made within this period, the client is deemed to be in default without further notice, and Schuite Legal is entitled to charge statutory interest and take any necessary measures to collect the outstanding invoice. All judicial and extrajudicial costs related to the collection of invoices - with a minimum of 15% of the amount to be collected - shall be borne by the client.

- 8.3 If invoices, agreed advance payments, or interim invoices are not paid on time, Schuite Legal is entitled to suspend its work until payment has been made, without any liability for damages resulting from such suspension.
- 8.4 Schuite Legal is entitled to require an advance payment prior to the commencement of work. In the case of new clients, Schuite Legal may require an advance payment of € 500,-- excluding VAT prior to commencing work. Schuite Legal is entitled not to commence or to suspend its activities until such advance payment has been received. Any advance payments received shall be offset against the final invoice.
- 8.5 Schuite Legal reserves the right to periodically adjust its rates and travel reimbursements. The client shall be informed of such adjustment in a timely manner.
- 8.6 Complaints or objections regarding invoices must be submitted to Schuite Legal in writing within fourteen (14) days of the invoice date. Failing this, the invoice shall be deemed accepted by the client.

9 Intellectual Property

- 9.1 All intellectual property rights relating to advice, analyses, models, presentations, documents and other work products prepared by Schuite Legal shall remain vested in Schuite Legal. The client shall only obtain a right of use for the purpose for which the work was performed, unless otherwise agreed in writing.

10 Termination of the Assignment

- 10.1 The client is entitled to terminate the assignment in writing at any time.
- 10.2 Schuite Legal is entitled to terminate the assignment in writing subject to seven (7) days' notice.
- 10.3 Schuite Legal is entitled to suspend or terminate the assignment in whole or in part with immediate effect if:
- invoices are not paid in time;
 - the client fails to timely provide the information or cooperation required for the performance of the assignment;
 - in the opinion of Schuite Legal, there is reasonable doubt as to the client's ability to meet its payment obligations;
 - there is a loss of confidence;
 - continuation of the services gives rise to legal, ethical or reputational risks.
- 10.4 Upon termination of the assignment, the client shall remain obliged to pay for work already performed and costs incurred, including any work reasonably required for the careful transfer of the file.

11 Jurisdiction

- 11.1 All agreements between the client and Schuite Legal are governed by Dutch law. The District Court of The Hague shall have exclusive jurisdiction over all disputes between the client and Schuite Legal, provided that Schuite Legal remains entitled to bring legal proceedings against the client before any court that would have jurisdiction in the absence of this forum selection clause.
- 11.2 These general terms and conditions are drawn up in the Dutch and English languages. In the event of any discrepancy in content or interpretation, the Dutch text shall prevail.
- 11.3 Schuite Legal reserves the right to unilaterally amend its general terms and conditions. Such amendments will be announced by publication on www.schuitelegal.com.