

GENERAL TERMS AND CONDITIONS

January 2024

1. Windt Le Grand Leeuwenburgh B.V. is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) founded under Dutch law, with the objective to engage in the practice of law. In these General Terms and Conditions, "Windt Le Grand Leeuwenburgh" means Windt Le Grand Leeuwenburgh B.V. The phrase "persons attached to Windt Le Grand Leeuwenburgh" refers to anyone who acts or has acted for or on behalf of Windt Le Grand Leeuwenburgh and/or one of its group companies, whether or not in their employ or service.
2. These General Terms and Conditions apply to all engagements awarded to Windt Le Grand Leeuwenburgh and to all legal relationships arising therefrom or related thereto. These General Terms and Conditions are also stipulated on behalf of all persons attached to Windt Le Grand Leeuwenburgh, any third parties who are called in by Windt Le Grand Leeuwenburgh to assist with the performance of engagements, whether or not in its employ, or who may be liable in connection therewith, as well as all respective legal successors under a universal title. The applicability of any of the client's terms and conditions is expressly excluded.
3. These General Terms and Conditions (as amended from time to time) are an inextricable part of the engagement letter and together these represent the entire agreement. If and insofar as any of the General Terms and Conditions should be inconsistent with the terms of the engagement letter, the engagement letter shall prevail.
4. Windt Le Grand Leeuwenburgh may amend or replace its General Terms and Conditions at all times, subject to notifying the client. Unless the client declares within 14 days that it will not accept the amended General Terms and Conditions, they shall become part of the engagement.
5. Contrary to the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code (*BW*), an engagement will be deemed to have been accepted and performed exclusively by Windt Le Grand Leeuwenburgh, even if it was expressly or implicitly intended to be performed by a specific person attached to Windt Le Grand Leeuwenburgh. Contrary to the provisions of Section 7:409 *BW*, any persons attached to Windt Le Grand Leeuwenburgh shall not be personally bound or liable, nor shall the death of any of them terminate the engagement, even if the engagement was intended to be performed by a specific person.
6. The engagement shall not include the giving of advice or the conducting of proceedings related to tax matters and/or matters other than those related to Dutch law (meaning the European part of the Kingdom of the Netherlands), irrespective of whether such matters arise or may arise out of the engagement.
7. Engagements shall be performed exclusively for the client's benefit. Unless expressly accepted in writing by Windt Le Grand Leeuwenburgh, parties other than the client shall not be entitled to rely on the results of the engagement or its performance, nor shall they be entitled to derive any rights therefrom.
8. The client consents to the processing of its (personal) data, supplied within the organisation of Windt Le Grand Leeuwenburgh, whether or not in connection with the engagement, and to the disclosure of these data to those persons within Windt Le Grand Leeuwenburgh, for whom cognisance of these data is conducive in connection with the performance of the engagement or management of the relationship with the client.
9. In case third parties are engaged, Windt Le Grand Leeuwenburgh shall be authorised to accept, on the client's behalf, any limitations on liability and other terms and conditions stipulated by these third parties. Windt Le Grand Leeuwenburgh shall not be liable for any of these third parties' errors or omissions.
10. The foundation managing client monies attached to Windt Le Grand Leeuwenburgh (*Stichting Beheer Derdengelden Windt Le Grand Leeuwenburgh*) shall be authorised to keep client funds in escrow within the scope of the performance of the engagement. The client shall indemnify Windt Le Grand Leeuwenburgh and any persons attached to Windt Le Grand Leeuwenburgh against all claims arising from or in connection with the possible insolvency or non-fulfilment of obligations on the part of the bank or financial institution with which the client funds have been deposited.
11. The client shall be invoiced separately for any expenses paid by Windt Le Grand Leeuwenburgh on the client's behalf. To cover general office costs (such as postage by regular mail, telephone charges, the costs of electronic communications, photocopies and preparing documents), Windt Le Grand Leeuwenburgh shall invoice a percentage of its fee as part of its rates. All amounts mentioned shall be exclusive of VAT.
12. Unless otherwise agreed in writing, the client shall be charged for duties performed on a monthly basis. Payment shall be due within 14 days from date of invoice. In case of late payment, Windt Le Grand Leeuwenburgh shall be entitled to charge the client statutory interest without further notice of default. An advance payment may be requested at any time for duties that have been or will be performed. Duties may be suspended by Windt Le Grand Leeuwenburgh, should the client fail to pay the invoice or if no advance payment is available to cover these duties.
13. Windt Le Grand Leeuwenburgh has taken out professional liability insurance in accordance with the requirements imposed therein. Any liability arising from or in connection with the performance of an engagement shall be limited to the amount paid out under this insurance policy in the relevant case, increased by Windt Le Grand Leeuwenburgh's applicable excess under these policies. Claims for

damages shall lapse if not brought before the competent court within one year from the loss or damage having been identified.

14. If the client suffers any loss for which Windt Le Grand Leeuwenburgh is jointly and severally liable with any third party or third parties, the extent to which such loss shall be recoverable from Windt Le Grand Leeuwenburgh shall be limited to the extent of Windt Le Grand Leeuwenburgh's share in the total culpability for such loss as agreed between all the parties or, in the absence of agreement, as decided in a final judgement by the competent court under these General Terms and Conditions. Windt Le Grand Leeuwenburgh's liability shall not be adversely affected by any limitation of liability that the client may have agreed with any other party; Windt Le Grand Leeuwenburgh shall not be liable vis-à-vis the client for any amount in excess of its actual share in the joint and several liability, for which excess amount it has no right of recourse against any other party on account of the client's agreement with this party.
15. None of the partners or any (legal) entity attached to Windt Le Grand Leeuwenburgh shall be personally liable vis-à-vis the client for the performance of the engagement or for any loss or damage arising out of or related to the engagement, irrespective of whether such claim for breach of contract or damages is based on an agreement or on any other grounds, and the client shall renounce all such rights of action, except if such personal liability be imposed by imperative law.
16. The legal relationship between Windt Le Grand Leeuwenburgh and a client as well as any liability claims shall be governed exclusively by Dutch law. All disputes arising out of such legal relationship shall be submitted exclusively to the competent court in Amsterdam. All services provided shall be subject to the Dutch Complaints Procedure for the Legal Profession (*Kantoorklachtenregeling Advocatuur*).
17. These General Terms and Conditions are available in Dutch and in English. In the event of a dispute about the contents or intent of these General Terms and Conditions, only the Dutch version shall be binding.
18. Windt Le Grand Leeuwenburgh B.V. has its registered office in Rotterdam and is entered in the Trade Register of the Chamber of Commerce under number 65604172.
19. These General Terms and Conditions have been filed with the registry of the District Court in Rotterdam and can be found on www.windtlegal.com.