

General Terms and Conditions of Lamsma Veldstra & Lobé Advocaten

Article 1: Definitions

1. Lamsma Veldstra & Lobé Advocaten, hereinafter referred to as 'the Firm', is a partnership of legal entities. A list of the partners will be provided on request. The Firm is based in Rotterdam and is registered in the Commercial Register at the Chamber of Commerce under number 24447897.
2. Client(s): the natural person or legal entity who or which instructs the Firm and with whom the Firm enters into the contract for services. A third party on whose behalf work is carried out shall not be regarded as a Client and may not derive any rights therefrom, unless otherwise agreed in writing.
3. Partner(s): a member of the partnership of the Firm as referred to in Article 1.1.
4. In these general terms and conditions, the term 'persons affiliated with the Firm' refers to any person who works or has worked, directly or indirectly, on behalf of the Firm, including in any event all current and former employees, contractors, advisers, directors, shareholders and/or partners (as well as their legal successors/heirs). A 'person' may be either a natural person or a legal person.

Article 2: Applicability

1. These general terms and conditions apply to all work carried out by the Firm and to all instructions given by the Client to the Firm. Any deviation from these general terms and conditions must be agreed in writing.
2. The applicability of the Client's general terms and conditions is excluded.
3. These general terms and conditions are also stipulated for the benefit of the (directors and shareholders of) Partners of the Firm, as well as the related persons referred to in Article 1.4.

Article 3: Assignment

1. An assignment comes into effect once it has been accepted by the Firm.
2. All assignments are accepted exclusively for and on behalf of the Firm. This also applies where the Client places their assignment, either expressly or impliedly, with a view to its performance by a specific person. The provisions of Articles 7:404, 7:407(2) and 7:409(1) of the Dutch Civil Code, as well as Article 6:162 of the Dutch Civil Code, are hereby excluded from application.
3. If the Firm receives an assignment jointly with another person, the Firm shall only be liable for the fulfilment of those obligations which are expressly the Firm's obligations. Only the Firm's Client may derive any rights from the advice or other work provided by the Firm.
4. The engagement is limited to the performance of work as further described in the engagement letter. Subsequent engagements shall be regarded as part of the original engagement.
5. Any intellectual property rights and rights of use in works produced by or on behalf of the Firm shall vest in the Firm. The Client shall be granted a non-exclusive and non-transferable right to use the documents produced by the Firm for the purpose for which they were provided.

6. If work is carried out for several Clients and/or the engagement is awarded jointly by several Clients, these Clients shall be jointly and severally liable for the fulfilment of their related obligations towards The Firm.
7. The Firm processes personal data in the course of providing its services. This is done in accordance with the privacy statement, which can be consulted on the Firm's website. The Firm will retain its files in physical and/or digital form for at least the statutory retention period. Thereafter, the Firm may destroy files, documents and other data carriers without further notice.
8. The Firm must, amongst other things, comply with the applicable laws and regulations for the prevention of money laundering and terrorist financing (such as the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and, if and when it comes into force, the European Anti-Money Laundering Regulation (AMLR)), sanctions legislation and regulations, the professional and conduct rules applicable to solicitors, as well as other regulations and internal policies and procedures. The Client accepts the implementation thereof and shall comply with all obligations required for this purpose.

Article 4: Engagement of third parties

1. When engaging third parties not belonging to its organisation, including bailiffs, experts, other law firms, couriers and translators, the Firm shall exercise due care and, where it deems it necessary, shall consult with the Client regarding the selection of such third parties. The aforementioned engagement of third parties shall always be at the Client's expense, whereby the Client irrevocably and unconditionally authorises the Firm to issue instructions to third parties and to accept, on the Client's behalf, any limitations of liability imposed by the third parties engaged by the Firm.
2. The Client shall indemnify the Firm against any liability towards third parties insofar as such liability arises from or is otherwise related to the assignment, unless the liability is caused by the Firm's wilful misconduct or gross negligence.
3. The Firm may also make use of digital or other services, whether or not provided by third parties ("digital services"), such as telecommunications services, applications enabling information to be shared or stored digitally or via a cloud, the internet, e-discovery, automated due diligence, or other applications whereby information may be searched, analysed, stored, processed or translated, whether or not automatically or using (intelligent, including (Gen)AI) software or tools. In doing so, information may be transferred to servers managed by third parties.
4. The Firm shall not be liable for any acts or omissions of any third party or parties engaged by it, on whatever grounds or for whatever reason.
5. If the third party engaged is a lawyer based abroad, the Client shall be deemed to be a client of that third party.
6. The Firm excludes, also on behalf of the Lamsma Veldstra & Lobé Advocaten Third-Party Funds Management Foundation (and its directors), any liability that is in any way directly or indirectly related to the insolvency or other failure to fulfil obligations on the part of or by any bank, financial institution, digital service provider or other third party, and/or with any restriction

on or loss of the ability to use or access computers, networks or data and/or a data breach, whether or not resulting from a cyberattack.

Article 5: Liability

1. Except to the extent that this is legally impossible, all liability on the part of The Firm, its affiliated persons and all persons involved in the performance of the assignment or on whom any liability might in any way rest in connection therewith (including joint and several liability), shall in total be limited to the amount paid out in the relevant case under the liability insurance policy or policies taken out on behalf of the Firm, plus the applicable excess under such policy or policies.
2. A claim against any person referred to in this article shall in any event lapse if The Firm has not been notified of the claim in writing within one year of the discovery of an event or circumstance giving rise to, or likely to give rise to, liability. Any liability on the part of the Firm and any related rights against the Firm shall in any event lapse one year after the start of the day following that on which the work was completed. The Firm's work shall be deemed to have ended, at the latest, on the date of the written notification that the file has been closed, or – if this occurs earlier – on the date of dispatch of the final invoice, or at the latest one year after the last written correspondence (including email correspondence) with the Client.
3. The scope of the insurance cover is set out in the applicable policy. The Firm shall provide the Client with a copy of the relevant policy conditions free of charge upon request.
4. If and insofar as, for whatever reason, no payment is made under the aforementioned insurance policies or any other insurance, any liability for damage, costs or otherwise shall be limited to the fee charged by the Firm in the matter in question, up to a maximum of €7,500.00. Any liability for consequential damage, loss of profit, loss or loss of business opportunities is excluded in all cases.
5. The provisions set out above regarding liability and its limitation are also stipulated for the benefit of, and apply equally to, all those who work or have worked for or on behalf of the Firm as employees, contractors or in any other capacity.
6. Persons who work or have worked for the Firm are bound by their duty of confidentiality and may, where applicable, invoke their own right to refuse to give evidence or that derived from a solicitor, irrespective of the Client's position.

Article 6: Invoices and payments

1. Unless otherwise agreed, the fee shall be calculated on the basis of the number of hours worked multiplied by the agreed hourly rate and/or the hourly rates to be determined and adjusted annually by the Firm. The hourly rate is determined, amongst other things, on the basis of the experience and specialism of the person actually carrying out the work, as well as the (financial) significance and the degree of urgency involved in the work. This hourly rate is increased by office costs (6%), VAT and any untaxed and taxed disbursements. Outlays include, amongst other things, expenses incurred by the Firm on behalf of the Client, such as court fees, bailiff's fees and costs of third parties engaged.
2. In principle, the work carried out by the Firm is invoiced to the Client on a monthly basis. The payment term is fourteen (14) days from the date of the invoice. The Firm does not accept

cash payments or cheques in settlement of its invoices. The Client expressly waives in advance any right to suspension, discount, deduction or set-off.

3. If payment of the invoice is not made within the specified (initial) period, the Firm is entitled to charge collection costs.
4. The Firm has entered into an agreement with Stichting Beheer Derdengelden Lamsma Veldstra & Lobé Advocaten for the management of third-party funds in connection with a case being handled by the Firm. Any negative interest charged by the bank to the Stichting Beheer Derdengelden Lamsma Veldstra & Lobé Advocaten or to the Firm in connection with the management of third-party funds in a specific case may be passed on by the Firm to the Client concerned.

Article 7: Dispute Resolution and Final Provisions

1. The Firm has an internal complaints procedure, which forms part of the agreement with the Client. The Client must first follow this procedure before taking legal action. The Complaints and Disputes Procedure for the Legal Profession of the Bar Association does not apply to the services provided by the Firm.
2. These terms and conditions are also available in English. In the event of any discrepancy between the English text and the Dutch text, or the interpretation thereof, the Dutch text shall prevail.
3. The agreement between the Client and the Firm is governed by Dutch law.
4. To the extent permitted by law, the District Court of Rotterdam shall have exclusive jurisdiction to hear disputes arising out of or in connection with an agreement with the Firm or any other legal relationship between the Firm and the Client. This also includes disputes that are wholly or partly based on non-contractual grounds or relate to the nullity, voidability or existence of a legal act or agreement. Mandatory rules on jurisdiction, including rules for the protection of consumers, remain fully applicable.

Rotterdam, 1 August 2026