
GENERAL TERMS AND CONDITIONS OVIDIUS LAW B.V.
(version 20230927)

INTRODUCTION

- (A) **About us.** We are Ovidius Law B.V. ('Ovidius'). Ovidius is a Dutch boutique firm with both a law practice and a mediation practice. For more information about our services and expertise, please visit our website at ovidius.law. Ovidius has its seat in Amsterdam and is registered with the commercial register of the Dutch Chamber of Commerce under number 61229857.
- (B) **About our third party funds foundation.** The third party funds foundation associated with Ovidius is called the Stichting Beheer Derdengelden Ovidius Law, a foundation under Dutch law, registered with the commercial register of the Dutch Chamber of Commerce under number 61612146 (the 'Stichting Derdengelden').
- (C) **About these general terms and conditions.** These general terms and conditions (the 'general conditions') apply to our provision of services. We use "we" and "us" to refer to Ovidius. We use the term "a person associated with Ovidius" or "our team" to refer to our advisors (e.g. 'of counsel' or 'special counsel'), (interim) associates, directors, employees, hired help (e.g. freelancers), partners and shareholders of Ovidius. Where we refer to "you" or "your", we mean our principal (our client). Where relevant in these general conditions, we take into account the exceptions that may apply if you are a natural person, not acting in the capacity of a profession or business (a 'Consumer').

1 APPLICABILITY | AMENDMENTS | LANGUAGE

- 1.1 These general conditions apply to each engagement and to all instructions given to Ovidius and to all services we perform for you. These general conditions also apply to any other (legal) relationships that are the result of or related to the engagement given to us or the performance thereof by us. General conditions used by you or by third parties are not applicable.
- 1.2 We are allowed to amend our general conditions at any time. Our (amended) general conditions will apply from the date on which they were made public at ovidius.law/terms-and-conditions. The amended general conditions apply for all quotes with effect from that date, agreements we entered into after such date, to work assigned to and performed by us after such date (even if such work falls within the scope of existing agreements), and to (legal) relationships arising after such date.
- 1.3 The general conditions are drawn up in the Dutch language and translated in the English language. In the event of a dispute regarding the content or meaning of the general conditions, the Dutch language version shall have precedence and will prevail.

2 ENGAGEMENT AND OUR PERFORMANCE OF SERVICES

- 2.1 If you engage us and we perform work for you, you and Ovidius enter into to an engagement (a.k.a. agreement for services; *overeenkomst van opdracht*) under Dutch law. Ovidius will always be considered the contractor. This also applies if you have chosen to work with Ovidius because of a certain person who is part of our team, or if the work is performed by a specific member of our team, and/or if the engagement is brokered by a member of our team.
- 2.2 The articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code ('DCC') do not apply to any engagement or the provision of our services, and the effect of these clauses is explicitly excluded.
- 2.3 Our way of working means -among other- that a certain specific individual associated with Ovidius does not accept or incur any personal obligations to you and will not be personally liable to you. This also means that an engagement is not automatically terminated if said person would pass away or leave our team.
- 2.4 Ovidius will perform the services and its obligations under the engagement with all due care, diligence and skill, and at least in accordance with the degree of care that can reasonably be expected of us. We do not guarantee results that may be envisioned or wished by you.
- 2.5 Our services and work products are intended for you and for your benefit only. You may not share our advice or work products with third parties without our prior written consent. Third parties cannot rely on -and cannot derive any rights from- the services we perform for you or the work products we create for you.

3 COMMUNICATION AND TRANSFER OF DATA

- 3.1 In the performance of the assignment Ovidius is allowed to use all available and generally used methods of communication. This means that we can use electronic methods of communication and electronic methods used for the transfer of data. The articles 6:227b paragraph 1 DCC and 6:227c DCC are not applicable, unless you are a Consumer.
- 3.2 In our relationship with you, electronic methods of communication, including email, shall be considered as written form of communication (a written instrument).
- 3.3 You are aware that a certain risk is associated with the use of electronic methods of communication, such as the possibility of hacks, viruses or other hostile software (malware). Ovidius ensures a suitable level of security and we agree with you that you will do the same (among other the use of an up-to-date antivirus program).

4 STICHTING DERDENGELDEN

- 4.1 The Stichting Derdengelden is authorized to hold and keep third party funds in the performance of an assignment. You indemnify Ovidius, the Stichting Derdengelden and any and all persons associated with Ovidius or the Stichting Derdengelden against any and all claims resulting from or in connection with the insolvency of, or non-compliance with its obligations by,

the bank or financial institution where the third party funds are deposited or held.

5 ENGAGING THIRD PARTIES

- 5.1 In performing the services, Ovidius is allowed to engage third parties if we consider this to be desirable or necessary for the performance of the services. This concerns for example the services of bailiffs, fiscal experts, couriers, civil law notaries, interpreters and translators. The costs of the services of such third parties are for your account.
- 5.2 Ovidius is allowed to accept (also) on your behalf a limitation of liability applied by such third party.
- 5.3 If we reasonably foresee that the engagement of a third party will result in significant or unusual costs, we will ask your prior permission for incurring such costs.
- 5.4 You are allowed to object to the engagement of third parties. We note that such objection can mean that Ovidius is not able to perform (all aspects of) the engagement or do so within the timeline envisaged by you.

6 FEES, COSTS AND EXPENSES

- 6.1 The fees are based on the time spent, the level of experience of the professional involved and the hourly rates applicable to the level of experience of the professional involved. Ovidius may agree to apply a different fee, for example a fixed fee. All rates are exclusive of VAT. At your request, we will provide you with an overview of the rates inclusive of VAT. For Consumers, this is part of our standard practice.
- 6.2 We are allowed to annually increase our hourly rates. The amended hourly rates apply with effect from the effective date, including to all current engagements. At your request, Ovidius will provide you with an overview of the then current hourly rates.
- 6.3 You will separately reimburse us for the costs we incur in the performance of the engagement (referred to as *verschot*). Such costs will be separately listed on our invoice. We will not incur significant or unusual costs without your prior permission.
- 6.4 Ovidius may require the payment of a deposit, and may require such deposit to be paid before we can commence or continue our work for you. All deposits are, in principle, set off against the final invoice (after completion of our work). We can set off a deposit with any invoice not yet paid by you. If we set off the deposit with the final invoice (after the engagement has been completed), we will return any surplus to you.
- 6.5 Costs charged by the bank in connection with payments to or by Ovidius and/or the Stichting Derdengelden are for your account.

7 INVOICES AND PAYMENTS

- 7.1 In general, we invoice our fees every two weeks or once per month.
- 7.2 Our invoices have to be paid within 14 calendar days of the invoice date.

- 7.3 If you do not pay an invoice in full within the applicable payment term, you are in default by operation of law, without any (further) notice being required. Consequently, Ovidius will be entitled to charge you statutory interest and debt collection costs, with effect from the date of default. Ovidius charges the statutory commercial interest rate, unless Ovidius is not allowed to do so under applicable law (for example because you are a Consumer).

8 LIMITATION OF LIABILITY

- 8.1 Ovidius is not liable for any damage or loss resulting from the use of electronic methods of communication or electronic transfer of data, for example due to a hack, virus or hostile software (malware) or irregularities in the communication. Furthermore, Ovidius is not liable for damage or loss that is the result of an interruption or failure of electronic methods of communication or electronic transfer of data.
- 8.2 We are not liable for any damage or loss caused by an act or omission of a third party engaged by us.
- 8.3 Any liability of Ovidius is limited to the amount paid out in the relevant case under its professional liability insurance, to be increased by the amount of the deductible payable by Ovidius in the respective case under the applicable insurance agreement. If, for any reason whatsoever, no payment is made under the insurance referred to in the preceding sentence, any and all liability is limited to the amount charged (exclusive of VAT) by Ovidius in the respective case in the respective year, up to a maximum of EUR 25,000 (twenty-five thousand euros).
- 8.4 All your rights to commence actions or claims, whether for compensation of loss or damage or for performance of an obligation under the engagement or at law, expire and end upon the lapse of twelve months after you have become aware -or should reasonably have become aware- of the existence of your action or claim.
- 8.5 Nothing in these general conditions shall operate to exclude or limit our liability for damage or loss resulting from or caused by an act or omission of Ovidius or of our senior management (*leidinggevende ondergeschikte*), if and to the extent that such act or omission qualifies as malicious intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*).
- 8.6 You will indemnify Ovidius and all persons associated with Ovidius against any and all actions and claims by third parties for which our liability is limited pursuant to these general conditions. The indemnity obligation also includes an obligation to hold Ovidius and all persons associated with Ovidius harmless from all related costs, expenses (including reasonable legal fees), damages and losses.

9 SUSPENSION OF SERVICES | TERMINATION OF ASSIGNMENT

- 9.1 If you are behind on your payment obligations to us or are in default for another reason, Ovidius is entitled to suspend performance of its services. We can

continue such suspension until you have met your obligations towards us (for example, you have paid all outstanding payments to us).

- 9.2 You and Ovidius are each allowed to terminate the engagement, by giving written notice. Depending on the circumstances, each of us may do so with immediate effect, without having to observe a notice period.
- 9.3 If we take the initiative for suspension or termination, we will observe such level of care as may be expected of an attorney at law.
- 9.4 Upon termination of the engagement, all our outstanding invoices will be immediately due and payable. You are also required to pay us for (i) services that have been performed, but have not yet been invoiced to you; and (ii) expenses we have incurred, but have not yet charged to you; and (iii) fees or costs owed to third parties for termination of their engagement. Ovidius will send you a final invoice for such fees and costs.

10 PROCESSING OF PERSONAL DATA

- 10.1 Ovidius complies with the applicable law with respect to the processing of personal data. The current version of Ovidius' privacy policy, which explains how Ovidius handles the processing of personal data, is published at ovidius.law/privacy-statement.

11 RETENTION PERIOD FOR CASE FILES (ARCHIVE)

- 11.1 Ovidius complies with the applicable rules and regulation for retention and archiving of case files. Ovidius is entitled to remove and destruct case files and all documents it contains, including documents belonging to you and/or third parties, from its archives, without any notice being required, if the applicable retention period has lapsed.

12 IDENTIFICATION AND REPORTING | UNUSUAL TRANSACTIONS (MANDATORY DISCLOSURE)

- 12.1 Ovidius is required by law to identify its clients. You shall ensure that all information requested by Ovidius for this purpose, is accurate and complete, and is timely provided to Ovidius.
- 12.2 Under applicable law, Ovidius is under certain circumstances required by law to report unusual transactions to the relevant authorities. If we are required to do so, we may not be allowed to inform you.

13 THIRD PARTY BENEFICIARIES

- 13.1 In addition to Ovidius, the Stichting Derdengelden and any (formerly) associated person of Ovidius or of the Stichting Derdengelden, and any legal successor of Ovidius, shall benefit from these general conditions.
- 13.2 If Ovidius engages a third party for the purpose of the services, regardless whether this is as a contractor or as an employee, or if such third party is or may be liable to you in connection therewith, these general conditions shall apply to you for the benefit of such third party.

14 APPLICABLE LAW

- 14.1 The legal relationship between you and Ovidius is governed exclusively by Dutch law.

15 DISPUTE RESOLUTION | JURISDICTION

- 15.1 Ovidius considers it important that disputes between Ovidius and our client are settled amicably. If you have a complaint about our services or an invoice, you and Ovidius will try to resolve such complaint in a conversation. If this does not result in a solution, you and Ovidius will try to resolve the dispute by means of the complaints procedure of Ovidius. The current version of the complaints procedure is published at ovidius.law/office-complaints-procedure.
- 15.2 If you and Ovidius do not succeed in resolving the issue by means of the complaints procedure, both you and Ovidius are entitled to bring a claim before the competent court. All disputes concerning the legal relationship between a client and Ovidius will be settled exclusively by the district court of Amsterdam.
- 15.3 The clauses 15.1 and 15.2 are without prejudice to Ovidius' right to bring a claim with respect to unpaid invoices before the competent court for debt collection purposes. This also applies if the complaint is currently being processed.
- 15.4 If you are a Consumer, you are allowed to determine that the dispute will be settled exclusively by the court declared competent under Dutch law, such in deviation of clause 15.2. To benefit from this clause 15.4, you are to notify us in writing within one month after we have informed you about the court chosen by us.

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