

GENERAL CONDITIONS OF FINNICK LEGAL B.V.

Article 1 – General

- 1.1. Finnick Legal B.V. (“**Finnick**”) is a private company with limited liability (*besloten vennootschap*), having its registered office at Naritaweg 129, 1043 BS Amsterdam, The Netherlands, and registered with the Chamber of Commerce under registration number 86836013. Finnick has as its main object the exercise of an enterprise as a law-firm.
- 1.2. These general conditions apply to every proposal, quotation and agreement between Finnick and a client (the “**Client**”) to whom Finnick has declared these conditions applicable, if and to the extent that the parties do not expressly vary from them in writing. These conditions also apply to every subsequent changed or additional assignment and to acts of third parties whom Finnick hires for the purpose of an assignment.
- 1.3. These general conditions are also written for the benefit of Finnick’s employees, its management board and third parties hired by Finnick for the performance of the agreement.
- 1.4. The applicability of any of the Client’s purchasing or other conditions is explicitly rejected.
- 1.5. If one or more provisions of these general conditions are fully or partially void or nullified at any time, the remaining provisions of these general conditions will remain fully applicable.
- 1.6. Finnick is entitled to amend and/or supplement these general conditions. Finnick will inform the Client at least 7 days in advance about any amendment and/or supplement of the general conditions. If the Client does not accept the amendment and/or supplement, the Client is entitled to terminate the agreement with Finnick free of charge. In such case, the Client remains fully liable for any fees, costs and/or charges in relation to any work already performed by Finnick and/or performed by third parties hired by Finnick for the performance of the agreement.

Article 2 – Quotations and proposals

- 2.1. Finnick’s quotations and proposals are all without obligation, unless a period for acceptance has been specified in the proposal. If no acceptance period has been specified, the proposal always expires after 30 days.
- 2.2. Finnick cannot be held to its quotations or proposals if the Client can reasonably understand that a quotation or proposal, or part of it, contains an obvious mistake or clerical error.
- 2.3. Unless stated otherwise, prices mentioned in a quotation or proposal exclude VAT and other government levies, any costs to be incurred for the purpose of the agreement, including travel and accommodation, postage, and administration costs.
- 2.4. If the acceptance varies (even on minor details) from the offer included in the quotation or proposal, Finnick is not bound by it. Unless Finnick states otherwise, the agreement will in that case not be concluded in accordance with this varied acceptance.



Article 3 – Contractual term, performance and amendment of agreement

- 3.1. The agreement between Finnick and the Client is entered into for an unlimited period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
- 3.2. If a term has been agreed or specified for performing certain services or delivering certain goods, this will never be a strict deadline. If a term is exceeded, the Client must therefore give Finnick a written notice of default. Finnick should then be offered a reasonable period in which to still perform the agreement.
- 3.3. Finnick will observe the care of a good contractor in the performance of its assignments, in the performance of all activities and in the selection of third parties to be engaged by it.
- 3.4. Finnick has the right to have certain activities performed by third parties. An assignment to Finnick also includes the authority to accept any conditions of third parties, including limitations of liability, on behalf of the Client. Finnick is not liable for damage resulting from shortcomings by third parties. The applicability of Sections 7:404 of the Dutch Civil Code (*contracting with a view to a person*) and 7:407(2) of the Dutch Civil Code (*joint and several liability for several contractors*) is expressly excluded.
- 3.5. During the term of the agreement and for one year after its expiration, the Client is not permitted to employ (whether on the basis of an employment contract or otherwise without the intervention of Finnick) third parties hired by Finnick for the performance of the agreement without the prior written consent of Finnick.
- 3.6. If Finnick or third parties hired by Finnick perform services in connection with the assignment at the Client's premises or at a place designated by the Client, the Client must provide the facilities reasonably required by those employees at no charge.
- 3.7. If the Client is in breach of its obligations to Finnick, the Client is liable for all direct or indirect damages that Finnick may incur as a result thereof.
- 3.8. Finnick may adjust its rates annually on 1 July, based on the price inflation under the Statistics Netherlands (CBS) consumer price index for all households for the previous year.

Article 4 – Suspension, termination, and early cancellation of the agreement

- 4.1. Finnick may suspend the performance of its obligations or terminate the agreement, if:
 - a) it has not yet been able to identify the Client (and legal entities or natural persons affiliated with the Client) in accordance with the legal requirements;
 - b) the Client does not perform its obligations under the agreement, or does not do so fully or on time, or if circumstances which have come to Finnick's knowledge after concluding the agreement give Finnick good reason to fear that the Client will not perform its obligations;
 - c) the Client was asked to provide security for the fulfilment of its obligations under the agreement when it was concluded, and this security has not been provided or is inadequate;



- d) because of a delay by the Client, Finnick can no longer be required to perform the agreement under the originally agreed conditions;
- e) circumstances arise of such a nature that performing the agreement is impossible; or
- f) other circumstances arise of such a nature that Finnick cannot reasonably be expected to maintain the agreement in unaltered form.

- 4.3. If the agreement is terminated, Finnick's claims against the Client become immediately due and payable. If Finnick suspends fulfilment of its obligations, it retains its claims under the law and the agreement.
- 4.4. If Finnick suspends or terminates the agreement, it has no obligation to compensate damages or costs that have arisen in any manner.
- 4.5. If the termination is attributable to the Client, Finnick is entitled to compensation for its damages, including the costs incurred directly and indirectly as a result.
- 4.6. If the Client fails to fulfil its obligations under the agreement and this failure to do so justifies termination, Finnick is entitled to terminate the agreement with immediate effect and without any obligation to pay any damages or compensation to the Client, while the Client must pay damages or compensation because of its attributable failure.
- 4.7. If Finnick cancels the agreement prior to the termination date, it will arrange for the transfer of work yet to be performed to third parties in consultation with the Client. This applies unless the cancellation is attributable to the Client. If the transfer of the work results in additional costs for Finnick, these costs will be charged to the Client. The Client must pay these costs within the specified period, unless Finnick states otherwise.
- 4.8. In case of a liquidation, (petition for) a moratorium of payments (*surséance van betaling*) or bankruptcy of Client, if any of the Client's assets are attached and the attachment is not lifted within three months, if the Client undergoes a debt restructuring, or if any other circumstance occurs as a result of which the Client can no longer freely dispose of its assets, Finnick may terminate the agreement with immediate effect or cancel the order or agreement, without any obligation to pay any damages or compensation to the Client. In that case, Finnick's claims against the Client will become immediately due and payable.
- 4.9. If the Client cancels all or part of a placed order, Finnick will charge the Client in full for the work that Finnick has already performed, and any items ordered for this purpose.

Article 5 – Payment and collection costs

- 5.1. Unless agreed otherwise, Finnick invoices based on time worked at its applicable hourly rates. Invoices must always be paid within 14 days of the invoice date, in the manner specified by Finnick and in the currency in which the invoice was issued, unless Finnick states otherwise in writing. Finnick may invoice periodically.
- 5.2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law (without any further action from Finnick being required). In that case, the Client must pay – at Finnick's



discretion – the statutory commercial interest referred to in Section 6:119a of the Dutch Civil Code. The interest on the amount payable will be calculated from the day on which the Client is in default until the day of payment in full.

- 5.3. If the Client partially settles an invoice, payments by the Client will first be applied to settle the costs, followed by the accrued interest, and, lastly, to the principal sum and the current interest. Finnick may refuse an offer of payment, without being in default, if the Client specifies a different order of allocation for the payment. Finnick may refuse full repayment of the principal sum, if the accrued and current interest and the collection costs are not paid as well.
- 5.4. The Client may never set-off any amount it owes to Finnick. Objections to the amount of an invoice do not suspend the Client's payment obligation.
- 5.5. If the Client is in default or breach of performing its obligations (on time), all reasonable costs incurred to obtain performance in and out of court are payable by the Client. The extrajudicial costs will be calculated based on what is customary in Dutch debt collection practice, up to the legally permitted maximum. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client will also owe interest on the collection costs due.

Article 6 – Liability

- 6.1. If Finnick is liable, its liability will be limited in accordance with the provisions of this article.
- 6.2. The Client must report any defects in Finnick's performance to Finnick within twelve months of discovery, or within twelve months of when these defects should reasonably have discovered. If the Client does not report any defects to Finnick within this period, the Client can no longer invoke a defect in the performance.
- 6.3. Finnick is not liable for damage, of any nature, which arises because it has relied on incorrect and/or incomplete information provided by or on behalf of the Client.
- 6.4. Finnick's liability is always limited to the amount paid by its insurer in the case concerned, plus the excess that Finnick must pay under the insurance contract.
- 6.5. If the insurer does not pay under the insurance mentioned in Article 7.4, for whatever reason, Finnick's liability will be capped at the total value of its invoices for the past twelve months.
- 6.6. Finnick is liable for direct damage only. Direct damage is exclusively understood as:
 - a) reasonable costs for determining the cause and extent of the damage;
 - b) reasonable costs incurred to have Finnick's defective performance conform to the agreement; and
 - c) reasonable costs incurred to prevent or limit damage.

Finnick is never liable for indirect damage, including consequential damage, loss of profits, missed savings and business interruption losses.



- 6.7. The limitations on liability in this article do not apply if the damage is due to intent or gross negligence (*opzet of grove schuld*) of Finnick or its managerial staff.

Article 7 – Indemnity

The Client indemnifies Finnick against any claims of third parties who have incurred damages in connection with the performance of the agreement, if the cause is attributable to parties other than Finnick. If Finnick is held liable by third parties for those damages, the Client must assist Finnick, both in and out of court, and immediately do everything that may be expected of Client in that case. If the Client fails to implement adequate measures, Finnick may do so itself with no notice of default being required. All costs and damages that Finnick and third parties incur as a result thereof are at the Client's full expense and risk.

Article 8 – Privacy

- 8.1. Finnick is the controller as defined in the General Data Protection Regulation for all personal data that it receives from its clients in connection with its services. Finnick collects and processes these personal data only for the purpose of performing its services and to comply with legal obligations, unless stated otherwise.
- 8.2. Finnick handles its clients' personal data carefully and securely. Further information on Finnick's processing of personal data can be found in the privacy statement of Finnick which is available on its website (www.finnicklegal.nl).

Article 9 – Intellectual property

Finnick reserves the rights and powers it is entitled to under the Dutch Copyright Act and other intellectual property laws and regulations. Finnick may also use the knowledge that it has gained by performing an agreement for other purposes, to the extent that this does not involve disclosing the Client's strictly confidential information to third parties.

Article 10 – Applicable law and competent court

- 10.1. All legal relationships with Finnick are subject to Dutch law.
- 10.2. Any complaints can be submitted in accordance with the office complaints policy to Finnick. This policy is available on the website of Finnick (www.finnicklegal.nl).
- 10.3. Complaints and disputes that have not been resolved after handling will be submitted in first instance to the District Court of The Hague only.

