

## GENERAL CONDITIONS OF FINNICK LEGAL

### Article 1 – General

- 1.1. These conditions apply to every proposal, quotation and agreement between Finnick Legal, having its registered office at Barentszstraat 9, 2518 XC The Hague, The Netherlands, and registered with the Chamber of Commerce under registration number 82564604 (“**Finnick**”) and a 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 the acts of third parties whom Finnick hires for the purpose of the/an assignment.
- 1.2. 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.
- 1.3. The applicability of any of the Client’s purchasing or other conditions is explicitly rejected.
- 1.4. 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. Finnick and the Client will then consult each other in order to agree on new provisions to replace the void or nullified provisions, taking the aim and purpose of the original provisions into account as much as possible.
- 1.5. If the interpretation of one or more provisions of these general conditions lacks clarity, or if a situation arises between the parties that is not covered by these general conditions, the interpretation must be in accordance with the spirit of these provisions.
- 1.6. If Finnick does not always require strict compliance with these conditions, this does not imply that the provisions of these conditions do not apply or that Finnick would to any extent forfeit the right to require strict compliance with the provisions of these conditions in other cases.

### 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.
- 2.5. A combined price estimate does not oblige Finnick to perform part of the assignment at a corresponding part of the stated price. Proposals or quotations do not automatically apply to future orders.

### **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 must perform the agreement to the best of its knowledge and ability and in accordance with standards of good professional practice, all based on the state of art at that time.
- 3.4. Finnick may have certain work performed by third parties. Finnick must exercise due care when hiring third parties. Finnick is not liable for any damage or loss resulting from failures of third parties to perform. The applicability of Sections 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code 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. Finnick may perform the agreement in various phases and invoice each completed portion separately.



- 3.8. If the agreement is performed in phases, Finnick may suspend performing components belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
- 3.9. The Client must ensure that it provides all information to Finnick that Finnick states is necessary, or that the Client should reasonably understand is necessary, to perform the agreement in good time. If the information required to perform the agreement is not provided to Finnick in good time, Finnick may suspend performing the agreement and/or charge the Client for the additional costs resulting from the delay at its usual rates. The period for completion does not start before the Client has provided the information to Finnick. Finnick is not liable for damage, of any nature, if it has relied on incorrect and/or incomplete information provided by the Client.
- 3.10. If it becomes clear while the agreement is being performed that it is necessary to amend or supplement it for proper performance, the parties will proceed to amend it promptly and in joint consultation. If the nature, scope, or content of the agreement is amended, whether or not at the request or on the instruction of the Client, of the competent authorities, or otherwise, and the agreement is qualitatively and/or quantitatively changed as a result, this may have consequences for what the parties originally agreed. The originally agreed amount may also be increased or decreased as a result. Finnick will provide a price estimate for this in advance as far as possible. By amending the agreement, the originally specified period for completion may also change. The Client accepts the possibility of amending the agreement, including any changes in price and the period for completion.
- 3.11. If the agreement is amended (which includes a supplement thereto), Finnick may implement the amendment only after the competent person at Finnick has given his/her consent and the Client has agreed to the price and other conditions stated for the implementation, including the period for completion to be determined at that time. If Finnick does not implement the amended agreement, or does not do so immediately, this will not constitute an attributable failure by Finnick and is no ground for the Client to terminate or cancel the agreement.
- 3.12. Without being in default, Finnick may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example for the services to be performed in that regard.
- 3.13. If the Client is in breach of its obligations to Finnick, the Client is liable for all direct or indirect damage that Finnick incurs as a result thereof.
- 3.14. 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 damage, 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 damage, 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 – Force majeure**

- 5.1. Finnick is not obliged to perform any obligation towards the Client if it is hindered from doing so by a circumstance that is not its fault and for which it is not accountable by law, a legal act or according to generally accepted standards.
- 5.2. Besides the legal definition of force majeure (*overmacht*) and how it is interpreted in case law, force majeure for the purpose of these general conditions means all external causes, foreseen or unforeseen, over which Finnick has no control, but which prevent Finnick from performing its obligations. This includes industrial action in Finnick's business or in that of third parties. Finnick may also invoke force majeure if the circumstance that prevents it from (further) performing the agreement occurs after Finnick should have performed its obligation.
- 5.3. Finnick may suspend its obligations under the agreement for the duration of the force majeure. If this period lasts longer than 14 days, either party may terminate the agreement with no obligation to pay the other party any compensation.
- 5.4. If Finnick has already partially performed its obligations under the agreement or will be able to perform them when the force majeure occurs, and independent value can be attributed to the part that has been or can be fulfilled, Finnick may invoice that part separately. The Client must pay this invoice as though it were a separate agreement.

### **Article 6 – Payment and collection costs**

- 6.1. Unless agreed otherwise, Finnick invoices based on time worked at its applicable hourly rates. Invoices must always be paid within 30 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.
- 6.2. 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.

- 6.3. 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.
- 6.4. 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.
- 6.5. 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, currently the calculation method according to the Voorwerk II Report (*Rapport Voorwerk II*). However, if Finnick has incurred higher collection costs that were reasonably necessary, the actual costs incurred will qualify for reimbursement 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 7 – Liability

- 7.1. If Finnick is liable, its liability will be limited in accordance with the provisions of this article.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.

7.7. 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 8 – Indemnity**

The Client indemnifies Finnick against any claims of third parties who have incurred damage 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 this reason, 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 damage that Finnick and third parties incur as a result thereof are at the Client's full expense and risk.

### **Article 9 – Privacy**

- 9.1. 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.
- 9.2. 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](http://www.finnicklegal.nl)).

### **Article 10 – 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 11 – Applicable law and competent court**

- 11.1. All legal relationships with Finnick are subject to Dutch law.
- 11.2. 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](http://www.finnicklegal.nl)).
- 11.3. Complaints and disputes that have not been resolved after handling will be submitted in first instance to the District Court of The Hague only.

