

GENERAL TERMS AND CONDITIONS

DOUBLEYOU LEGAL

Applicability

1. In these general terms and conditions, Client means the party giving the order.
2. The contractor is DoubleYou Legal, registered with the Chamber of Commerce under no. 34330968.
3. These General Terms and Conditions apply to all assignments, including follow-up assignments whether or not in the same case or file, given to DoubleYou Legal.
4. Deviations from these General Terms and Conditions shall only be binding on DoubleYou Legal if they have been specifically agreed and recorded in writing.

Implementation of the assignment

5. All assignments shall be accepted and carried out exclusively by DoubleYou Legal.
The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is excluded.
6. DoubleYou Legal is free to have assignments awarded under its responsibility carried out by its designated partners and employees and with the engagement of third parties. In that case, these General Terms of Business shall also apply to such work. When engaging third parties, DoubleYou Legal shall, where possible, consult in advance with the Client for whose benefit the third party will be engaged. DoubleYou Legal shall exercise due care when engaging third parties that are not part of its organization. DoubleYou Legal shall not be liable for shortcomings of any nature whatsoever of these third parties and shall be entitled to accept any liability limitation on the part of the third parties it engages without prior consultation and also on behalf of the Client.

Liability

7. Any liability for damage arising from or related to the execution of an agreement shall always be limited to the amount to which DoubleYou Legal's (professional liability) insurance gives claim in the case concerned, increased by the amount of the excess according to the relevant policy.
8. If for whatever reason the insurer does not pay out, any liability of DoubleYou Legal shall be limited exclusively to the direct loss of the client in the amount of the fee the client paid to DoubleYou Legal for the services in connection with which the loss arose, with a maximum of EUR 10,000, =. Liability for any other damage is excluded. The above exclusion/limitation of liability does not apply if the damage is the result of intent or recklessness bordering on intent on the part of DoubleYou Legal.
9. Liability of the shareholders, directors, employees and engaged third parties is excluded; they may invoke this third-party clause stipulated for their benefit.

The limitation of liability described in Articles 8 and 9 also applies in the event that DoubleYou Legal is liable for the improper functioning of equipment, software, data files, registers or other items used by DoubleYou Legal in the execution of the assignment, none excepted. DoubleYou Legal does not guarantee the timely and correct receipt of messages sent by it, regardless of the method of transmission. DoubleYou Legal is not liable for damages resulting from viruses and/or other irregularities in electronic communications.

10. Without prejudice to the provisions in Section 6:89 of the Dutch Civil Code, all rights of action and other rights or powers for whatever reason vis-à-vis DoubleYou Legal shall lapse in any case after expiry of one (1) year from the moment of the event causing the loss, both directly and indirectly. Claims must be submitted to DoubleYou Legal in writing and supported by reasons.

Fee

11. The Client shall owe DoubleYou Legal a fee for the work performed, plus VAT. DoubleYou Legal may also charge other third-party costs (disbursements), such as translation costs, travel expenses and court registry fees. DoubleYou Legal may make the commencement/performance of the work subject to the payment of an advance, increased by VAT.

12. The fee will be determined, unless agreed otherwise in writing, on the basis of the hours spent on the assignment multiplied by the hourly rate applied by DoubleYou Legal. DoubleYou Legal reserves the right to adjust agreed (hourly) rates annually per 1 January. The Client will be informed of this change as soon as possible.

Payment

13. Invoices from DoubleYou Legal must be paid within fourteen days of the invoice date. If this term is exceeded, the Client shall automatically be in default without a demand for payment or notice of default being required and without prejudice to its right to payment and statutory interest. If the Client is in default, DoubleYou Legal may immediately and unilaterally suspend or terminate the (execution of the) assignment, without this leading to liability for damages for DoubleYou Legal, its shareholders (and directors), employees and third parties engaged. The aforementioned (legal) persons may in this context rely on this third-party clause stipulated for their benefit. The correctness of bills and invoices can, on penalty of expiry, only be contested within fourteen (14) days from the date of invoice be disputed in writing with reasons.

14. If collection measures are taken against the defaulting Client, all costs of such collection shall be borne in full by the Client (including the full costs involved in the collection, such as costs for a collection agency, lawyer, litigator, arbitrators and binding advisors, as well as any judicial costs).

15. From the date that the Client is in default (due date of the invoice), without further notice of default, in any case, the following claims may be made:

- the calculation of statutory interest from the due date until full payment;
- if the Client is a consumer: the calculation of extrajudicial costs in accordance with "the Compensation for Extrajudicial Collection Costs Decree", as mentioned in article 6:96 paragraph 4 of the Dutch Civil Code. These costs will be increased with the VAT due on them;
- if the Client is a legal entity, or a natural person acting in the exercise of a profession or business: the calculation of extrajudicial costs, which costs are 15% of the principal sum due, with a minimum of EUR 40.
- Sales tax is also due on extrajudicial collection costs, as well as statutory (commercial) interest. Costs of any bankruptcy filing fall under court costs to be reimbursed.

Establishing identity

16. Pursuant to the Prevention of Money Laundering and Financing of Terrorism Act (Wwft), DoubleYou Legal must sometimes establish the identity of Client before the start of the work and must report unusual transactions as referred to in the Wwft to the authorities. In that case, DoubleYou Legal may not inform the Client about the (intended) report.

17. Furthermore, the ethical rules of the legal profession require the identification of all clients, including an assessment of the client's activities, as well as the identification of its beneficial owners (UBOs) and their source of wealth. If the UBO details are found to be incorrect, DoubleYou Legal must report this to the relevant trade registry to ensure that correction in the UBO register takes place.

**Complaints / applicable law**

18. In the (unexpected) event that the Client has a complaint about the services of DoubleYou Legal, DoubleYou Legal will handle this in accordance with its office complaints procedure. The office complaints procedure will be sent free of charge upon first request. If handling the complaint in accordance with the office complaints procedure does not lead to a solution, the complaint will be settled by the competent court in Amsterdam.

19. These general terms and conditions have been drawn up in Dutch and English. In the event of a dispute regarding the content or intent of these general terms and conditions, the Dutch text shall be binding.

20. The agreement to which these general terms and conditions apply is governed by Dutch law.

Amsterdam, February 2024