



## General Terms and Conditions

### WLP-Law, Attorney-at-law, Tax Lawyers and Civil Law Notary

#### Amsterdam

1. Westinghouse Legal Partners B.V. is a private limited liability company incorporated under the laws of the Netherlands, registered in the Commercial Register of the Amsterdam Chamber of Commerce under number: 50705474 ("**WLP-Law**").
2. These general conditions apply to any assignment to or engagement with WLP-Law, as may be amended from time to time, and/or any request for advice or assistance.
3. WLP-Law will provide its services to the best of its abilities for and to any person, or entity as client ("**Client**") with the reasonable care and expertise as may be required or expected from any lawyer admitted to the Bar of the Netherlands, or similar institutions in case of notarial or tax services. WLP-Law, however, cannot guarantee or otherwise commit to a particular outcome or result.
4. The Client is expected to provide WLP-Law with all facts and circumstances which may be of importance for the correct performance of the assignment, as well as all data and information required by WLP-Law, in a timely and complete manner. The Client warrants at all times the accuracy and completeness of the data and information provided by the Client to WLP-Law.
5. All assignments from Clients shall be considered by WLP-Law as given exclusively to WLP-Law, even if it is the express or implied intention of a Client that an assignment shall be carried out by a particular person. Article 7:404 Dutch Civil Code and article 7:407 subsection 2 Dutch Civil Code shall be exempted.
6. If in the performance of an assignment an event occurs - including an omission - which leads to liability of WLP-Law, the liability of WLP-Law - or a (junior) civil-law notary, tax consultant or lawyer employed by WLP-Law - is at all times limited to the amount or amounts charged by WLP-Law to the Client for this assignment in the year preceding this event, or to the maximum amount covered by WLP-Law's professional liability insurance, including the excess borne by WLP-Law under this professional liability insurance.
7. If damage is caused to persons or property by or in connection with the performance of a Client assignment or otherwise, for which WLP-Law is liable, such liability shall at all times be limited to the amount or amounts charged to its Client for such assignment.
8. WLP-Law is, in connection with the performance of an assignment, entitled to engage third parties, if necessary. The third parties engaged may wish to limit their liability in connection with the performance of the assignment. WLP-Law assumes, and if necessary hereby stipulates, that all assignments given to it by Clients include the authority to accept such limitation of liability also on behalf of those Clients. WLP-Law is not responsible or liable for the performance or non-performance of these third parties.

9. Assignments are carried out by WLP-Law exclusively for the benefit of the Client. Other persons than the Client cannot derive any rights from the content of the work carried out.
10. All claims and other rights against WLP-Law in connection with work performed by WLP-Law shall in any event expire one year from the time the individual became aware or could reasonably have become aware of the existence of such claims and rights.
11. Any quotation or price agreement is always exclusive of costs, such as but not limited to VAT, office expenses, travel expenses, copying and faxing costs, courier services, international telephone calls, external data research costs, secretarial overtime costs, filing fees, court fees (flat fee), translation costs and other charges or taxes, unless otherwise expressly stated in writing.
12. Clients are responsible for all expenses related to the handling of a case during the time of their representation. The expenses of other contractors such as translators, appraisers, printers, experts, lawyers in other jurisdictions, and the like in connection with the representation of a Client will be billed directly to a Client, or, at WLP-Law's request, paid directly by the Client.
13. In principle, WLP-Law sends its Clients a monthly invoice, which reflects its fees and expenses incurred in connection with handling the assignment.
14. Each invoice is payable upon receipt. Debit interest of 1.5% per month will be payable on any outstanding amount not paid no later than 30 (thirty) days from date of invoice. In the event that WLP-Law receives a payment from a Client when more than one invoice is outstanding, such payment shall first serve to pay outstanding interest and costs and then to pay the longest outstanding invoice.
15. Each Client has the right to terminate its representation by WLP-Law at any time for any reason. WLP-Law shall have the same right, giving reasonable notice, to allow the Client to take measures for alternative representation, in accordance with the Rules of Professional Conduct of the Bar Association, the Rules of Professional Practice of the Dutch Association of Tax Advisers, the Notary Act (*wet op het notarisambt*) and/or the Regulation on Professional Conduct of the Royal Notarial Association.
16. WLP-Law is authorized to terminate representation, as provided in paragraph 15, in the event of, among other things: (1) failure or delay in payment of WLP-Law's fees, disbursements and expenses; (2) Client's failure or refusal to disclose, cooperate, support WLP-Law's efforts; (3) giving false information, withholding information or refusing to disclose material facts to WLP-Law; (4) Client's failure or refusal to accept (and implement) advice from WLP-Law; (5) in the event of (the discovery of) a conflict of interest with another Client of WLP-Law or (6) any other reason permitted or prescribed under the Rules of Professional Conduct of the Dutch Bar Association the Rules of Professional Practice of the Dutch Bar Association, the Notary Act and/or the Regulation on Professional Conduct of the Royal Notarial Association.
17. After the contract is terminated, the relevant file - with the relevant records - will be kept for a maximum of 5 years. Thereafter, WLP-Law has the right to completely destroy the file without informing the Client.
18. WLP-Law is obliged under current legislation – including the Dutch Act on the Prevention on Money Laundering and Terrorist Financing (*wet ter voorkoming van witwassen en financieren*)

*van terrorisme*) – to verify the identity of its Clients and report unusual transactions to the authorities in certain circumstances Each Client will provide WLP-Law with information so that WLP-Law can fulfill its obligation to identify Clients.

19. The manner in which WLP-Law handles Client data can be found in WLP-Law's privacy policy, found on the website: [www.wlp-law.com/privacy-statement/](http://www.wlp-law.com/privacy-statement/).
20. WLP-Law has an internal complaints procedure which is applicable to every assignment of WLP-Law. Any disputes which may arise between the Client and WLP-Law and which cannot be resolved amicably to the satisfaction of either party after going through WLP-Law's complaints procedure, may, other than as mentioned below with respect to the notary service of WLP-Law, be submitted exclusively to the competent court of the District Court of Amsterdam.
21. WLP-Law is a participant in the Complaints and Disputes Settlement Scheme for the Notarial Profession. This disputes settlement scheme becomes applicable through the acceptance of these General Terms and Conditions. If the Client is dissatisfied with the outcome of the internal complaints procedure, the Client can apply to the Disputes Committee for the Notarial Profession in accordance with the applicable regulations.
22. The legal relationship between WLP-Law and its Clients will be governed by Dutch law. Only a Dutch court will have jurisdiction over any dispute which may arise between WLP-Law and a Client.
23. These general conditions have been drawn up in several languages, including Dutch and English. In the event of a dispute regarding the content or intent of these terms and conditions, the Dutch text shall be binding.
24. WLP-Law is entitled to unilaterally amend or supplement these general terms and conditions. A material amendment or addition will bind the Client, if the Client has been informed in writing.

Amsterdam, June 2024