General Terms and Conditions

Westinghouse Legal Partners B.V., *lawyers, tax advisers and civil-law notarial practice*

Amsterdam

1. The firm and applicability

Westinghouse Legal Partners B.V. ("**WLP-Law**") is a private limited liability company (*besloten vennootschap*) incorporated under Dutch law and registered with the Chamber of Commerce in Amsterdam under number 50705474. These terms and conditions apply to every engagement entrusted to WLP-Law by the instructing party (*opdrachtgever*; the "**Client**") and to every agreement between the Client and WLP-Law, including supplementary and follow-up engagements.

The engagement letter and these general terms and conditions together constitute the agreement for the provision of services between WLP-Law and the Client. In the event of any inconsistency between the engagement letter and these general terms and conditions, an expressly derogating written provision in the engagement letter shall prevail. Any applicability of the Client's general terms and conditions is expressly rejected.

All engagements are deemed to have been entrusted exclusively to WLP-Law, even where performance by a particular individual is intended. Articles 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*; "BW") are excluded and shall not apply.

2. Acceptance

The agreement for legal, tax or notarial services is formed when WLP-Law accepts the engagement. The scope of the engagement is set out in writing. Acceptance and scope are generally recorded in an engagement letter. Before acceptance, WLP-Law reserves the right to decline to provide its services, for example following a conflict-of-interest check and the statutory client and matter acceptance procedure pursuant to, among other instruments, the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*; "Wwft") and the Regulation on the Legal Profession (*Verordening op de advocatuur*).

3. Performance and cooperation

WLP-Law exercises the care and expertise reasonably required. The Client shall provide all relevant facts and requested information in a timely manner and warrants their accuracy and completeness. WLP-Law is legally required to establish the identity of its Clients and to report unusual transactions to the authorities without informing the Client. The services are also subject to the applicable professional and conduct rules, including those of the Netherlands Bar Association (*Nederlandse orde van advocaten*; NOvA), the Dutch Association of Tax Advisers (*Nederlandse Orde van Belastingadviseurs*; NOB) and the Royal Dutch Association of Civil-law Notaries (*Koninklijke Notariële Beroepsorganisatie*; KNB).

4. Liability and claims

Any liability of WLP-Law in connection with an engagement, irrespective of its legal basis and including damage to persons or property, shall, to the extent permitted by law and professional rules, be limited to the amount payable under WLP-Law's professional indemnity insurance in the relevant case, plus the excess borne by WLP-Law. Related events shall be treated as a single event only if the policy so provides. If there is no entitlement to payment under the insurance in the relevant case, liability shall,

to the extent permitted by Dutch law and the applicable professional rules, at all times be limited to the total amount paid by the Client to WLP-Law for the relevant engagement in the year to which that engagement related.

Limitations and exclusions of liability shall not apply in cases of wilful misconduct (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) on the part of WLP-Law. These limitations and exclusions shall not be invoked in respect of death or bodily injury against private Clients, being natural persons acting outside their trade, business or profession. These limitations and exclusions are also stipulated for the benefit of current and former directors, professionals and other staff of WLP-Law and their practice companies, by way of an irrevocable stipulation for the benefit of third parties made gratuitously. They may invoke these provisions directly, subject to the same limits as WLP-Law.

The services are performed exclusively for the benefit of the Client; third parties may not derive any rights from them. All rights of claim and other entitlements against WLP-Law in connection with its services shall lapse (*vervallen*) one year after the person concerned became aware, or could reasonably have become aware, of the facts and circumstances on which those rights or entitlements are based.

WLP-Law reserves the intellectual property rights in its advice and documents to the extent that those rights vest in WLP-Law. The Client may use them for the purpose for which they were provided and, in that context, share them with its own advisers, successor service providers and competent authorities. This does not confer on third parties any independent right to rely on their content. Use for other purposes or public disclosure (*openbaarmaking*) requires WLP-Law's prior written consent, unless the law provides otherwise.

5. Third parties

WLP-Law may engage third parties at the Client's expense, on the terms stipulated by the third party concerned, where this is reasonably necessary or desirable. WLP-Law shall exercise due care in their selection, instruction and coordination and provide appropriate supervision. WLP-Law may accept the third party's terms on behalf of the Client. Liability in connection with the engagement of third parties, including WLP-Law's own errors in selection, instruction, coordination or supervision, shall be governed by the liability provisions of Article 4.

6. Fees and expenses

WLP-Law's fees shall be calculated on the basis of the time spent on the engagement and the hourly rates agreed with the Client, unless otherwise agreed in writing. Unless expressly stated otherwise in writing, quotations and fee arrangements are exclusive of VAT, a surcharge of 5% for general office expenses and specific expenses incurred in performing an engagement.

7. Invoicing and advance payments

WLP-Law generally invoices monthly. Invoices are due and payable upon receipt. If payment has not been received within thirty days of the invoice date, interest at 1.5% per month shall be payable from the expiry of that period. Payments shall be applied first to interest and costs and then to the oldest outstanding invoice. WLP-Law may require a reasonable advance payment (*voorschot*) and replenishment of that advance before or during the engagement. If an advance is not paid on time, WLP-Law may suspend performance (*opschorten*) to the extent permitted by law and professional rules, following a written warning and the expiry of a reasonable payment period, taking account of applicable deadlines and the Client's legitimate interests. Termination shall be governed by Article 8.

If the Client is in default (*verzuim*) of payment, the Client shall bear the reasonable extrajudicial collection costs (*buitengerechtelijke incassokosten*), subject to applicable statutory limitations.

8. **Termination**

The Client may terminate the agreement with WLP-Law by notice (*opzegging*) at any time. WLP-Law may terminate the agreement with the Client for compelling reasons (*gewichtige redenen*), in accordance with the applicable statutory and professional rules. Compelling reasons include failure to pay due invoices or advances despite a written demand for payment and a reasonable period to remedy the default.

9. **File retention**

Files shall generally be retained for seven years following termination of the relevant engagement, unless the nature or purpose of the data, statutory or professional rules, or the need for lawful preservation of evidence requires a different period. Separate retention and destruction rules apply to notarial deeds and notarial protocol records, financial and tax records, records relating to third-party funds and data held under the Wwft. After the applicable retention period has expired, WLP-Law may securely destroy the files without further notice, unless further retention is necessary. Personal data shall not be retained for longer than necessary; statutory destruction periods shall be observed.

10. **Personal data**

WLP-Law processes personal data concerning the Client, representatives, employees, ultimate beneficial owners, contact persons and other data subjects in accordance with data protection legislation and subject to the duty of professional or official confidentiality. The purposes and legal bases of processing, categories of recipients, retention periods, any transfers and data subjects' rights are described in the privacy statement at www.wlp-law.com/privacy-statement/. The Client shall provide third-party data lawfully and only to the extent necessary and shall bring the privacy statement to those persons' attention insofar as this is reasonably possible, legally permissible and compatible with the nature and confidentiality of the engagement. WLP-Law retains its own data protection responsibilities and information obligations.

11. **Digital services and AI**

All electronic communications, including email, shall qualify as being in writing. WLP-Law uses digital communication, data storage and cloud computing services in performing its work and shall not be liable for damage arising from their use. WLP-Law may use artificial intelligence (AI) in providing its services to the Client. AI shall be used solely as a supporting tool. The professional handling the matter retains professional control and reviews the output before use for accuracy, completeness, currency and reliability of sources. AI tools approved by WLP-Law are intended solely for, and accessible only to, WLP-Law and are hosted in the European Economic Area (EEA). These tools operate exclusively within WLP-Law's digital environment.

12. **Complaints**

WLP-Law's internal complaints procedure applies to every engagement and agreement and shall be provided free of charge upon request. WLP-Law participates in the Notarial Complaints and Disputes Scheme (*Klachten- en Geschillenregeling Notariaat*), which applies upon acceptance of these terms and conditions. If the internal complaints procedure does not result in a satisfactory outcome for the Client, the Client may refer the matter to the Notarial Disputes Committee (*Geschillencommissie Notariaat*) in accordance with the applicable rules.

13. **Governing law and competent court**

Every legal relationship between WLP-Law and the Client shall be governed by Dutch law.

The Amsterdam District Court shall have exclusive jurisdiction to hear disputes between the Client and WLP-Law, unless these general terms and conditions provide otherwise.

14. **Language**

These general terms and conditions have been drawn up in Dutch and English. In the event of a dispute concerning their content or meaning, the Dutch text shall be binding.

15. **Amendments**

WLP-Law may unilaterally amend or supplement these general terms and conditions. A material amendment or supplement shall not bind the Client before the Client has been notified of it in writing.

Amsterdam, October 2026