

## General Terms and Conditions CrossLink Legal

1. CrossLink Legal is a sole proprietorship having its residency in Amsterdam and registered with the Chamber of Commerce in Amsterdam (trade register number 66548071) ("**CrossLink Legal**").
2. The provisions in these general terms and conditions ("**Provisions**") apply to all instructions and (supplementary) follow-up instructions given by the client to CrossLink Legal ("**Instruction**"), and to all legal relations following therefrom or connected thereto. The Provisions are made for the benefit of not only CrossLink Legal, but also all other persons working for CrossLink Legal, all persons engaged by CrossLink Legal in relation to the carrying out of any Instruction and all persons for whose act or omissions CrossLink Legal might be held liable. The applicability of any (additional and/or deviating) condition of the client is hereby expressly excluded.
3. The agreement between the client ("**Client**") and CrossLink Legal consists of the engagement letter and these Terms and Conditions. These General Terms and Conditions also apply to any additional or follow-up tasks.
4. All Instructions are accepted and carried out by CrossLink Legal only. This applies even if it is the client's express or implies intention that an Instruction be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code ('*Nederlands Nieuw Burgerlijk Wetboek*') ("**BW**"), which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) BW, which imposes joint and several liability where an Instruction is given to two (2) or more persons, is hereby expressly excluded.
5. CrossLink Legal may in acting upon an Instruction, where appropriate, engage third parties. If applicable, CrossLink Legal is entitled to provide legal information about the client to this third party. If possible, CrossLink Legal will consult the client before the engagement of a third party. CrossLink Legal exercise due care in carrying out an Instruction, performing all activities, and selecting and engaging a third party. CrossLink Legal will not be liable for any shortcomings on the part of any third parties engaged by CrossLink Legal.
6. The offer of Crosslink Legal is based on the information provided by Client, whereby Client guarantees to have provided CrossLink Legal with correct, truthful, and complete information. CrossLink Legal may rely on the accuracy and completeness of the information provided by the Client. Agreements or additions to the existing Agreement can also be entered into verbally. CrossLink Legal will only be bound by this after written confirmation (by email is sufficient).
7. CrossLink Legal shall never have any further obligations to Client than are confirmed in writing to Client.
8. The Agreement and its execution by CrossLink Legal is based on the information provided by Client including facts, documents, data ("Information") and Client guarantees to timely provide all Information and cooperation necessary for the execution of the work by CrossLink Legal. The Client guarantees the correctness, completeness and truthfulness of the Information provided to CrossLink Legal, even when this Information originates from third parties. The Client is fully responsible and liable for the delivered Information and indemnifies CrossLink Legal completely with regard to this Information. If CrossLink Legal cannot execute the Agreement, or cannot execute it in a timely manner, because the Information provided by the Client is incorrect, incomplete or late, the Client shall reimburse CrossLink Legal for additional work performed at the applicable hourly rate.
9. The client indemnifies and hold CrossLink Legal harmless from and against any and all claims from third parties as well as any costs to be incurred with respect thereto by CrossLink Legal, including but not limited to the reasonable legal fees, arising from the activities performed by CrossLink legal for the benefit of the client.
10. Under the Money Laundering and Terrorist Financing Act ('*Wet ter voorkoming van witwassen en financiering van terrorisme*') ("**Wwft**"), CrossLink Legal is obliged to, including but not limited, establish and record the identity of its client and/or certain persons connected with its client and to check if there is any reasonable indication that the Instruction aims to prepare, to support or to hide any illegal activity. Furthermore,

CrossLink Legal is obliged to report any unusual situation or transaction (as defined in the WWFT) to the appropriate authorities without informing the client or entities/persons involved. By giving an Instruction the client confirms to be familiar with and, as far as necessary, to give his/her consent.

11. All the Instructions which are accepted by Crosslink Legal are carried out on a best efforts basis and will not lead to any obligation to achieve any result. Instructions are carried out by CrossLink Legal exclusively for the benefit of the client. Unless explicitly agreed in written by CrossLink Legal otherwise, third parties cannot rely on and/or may derive any rights from the Instruction and/or the work performed either in the light thereof or otherwise. If the client provides a third party with the Instruction and/or the work performed either in the light thereof or otherwise, the client is obliged towards CrossLink Legal to indicate to such third party that this have been rendered under the applicability of these Provisions. If the third party is using in some way the Instruction and /or the work performed either in the light thereof or otherwise, the third party is also bound by the Provisions.
12. Pursuant to, inter alia, the Prevention of Money Laundering and Financing of Terrorism Act (WWFT), CrossLink Legal is obliged to verify the Client's identity and to report certain unusual transactions to the authorities, including without notifying Client of such notification. The Client is aware of this obligation and, to the extent necessary, gives CrossLink Legal its consent.
13. Client understands and acknowledges that:
  - if CrossLink Legal does provide a cost estimate, this is only an estimate and the costs may increase depending on the activities desired by the Client;
  - CrossLink Legal is free to request an advance or retainer from the Client and CrossLink Legal will only commence work upon receipt of the advance or retainer in the specified bank account number;
  - if CrossLink Legal has determined a fixed rate for specific work and Client requests additional work, Client is obliged to pay for the additional work based on the applicable hourly rate;
  - If CrossLink Legal draws up a so-called model agreement, this model agreement will be delivered 'as is'. If the client modifies the model agreement himself and on his own initiative, then these modifications are for the account and risk of the client.
14. Unless explicitly agreed otherwise, services are charged on the basis of the time spent on the Instruction, multiplied by the applicable hourly rate. All rates quoted by CrossLink Legal are inclusive of office expenses, but exclusive of VAT and other costs (to be) incurred in connection with the Instruction, including also but not limited to travel and accommodation expenses, couriers' charges and translation fees. CrossLink Legal is authorised to modify its hourly fees periodically, which authority also applies to current Instructions. The client will be informed about these rate reviews in the invoice for the work done in the first month after the rate review.
15. For urgent matters or work to be performed on weekends or vacations, a surcharge of 50% over the applicable hourly rate may apply. CrossLink Legal will communicate this in advance to the Client.
16. Client understands and acknowledges that all work performed by CrossLink Legal in the context of the Agreement must be paid for in accordance with the agreed upon rate. This means, among other things, that the time spent on (draft) procedural documents, advice, drafted agreement or other documents must be fully reimbursed, even if, for example, a case is settled.
17. Client is obliged to pay for all work performed by CrossLink Legal in accordance with the invoice sent to Client.
18. Unless explicitly agreed otherwise, CrossLink Legal sends invoices to the client for the services rendered and costs incurred after the expiry of each month. However, CrossLink Legal is entitled to ask for an advance payment before commencing work on the Instruction. Advance payments will be settled with the final invoice. Invoices must be paid within fourteen (14) days after the invoice date. This deadline is absolute, such that the client, in the event of non-timely payment, is in default by operation of law without any further demand or notice of default being required. From that moment, onwards, CrossLink Legal may claim default

interest, including (statutory) interest on the outstanding amount. Debt collection charges are paid by the client and calculated in conformity with the so-called debt collection rates of the Netherlands Bar Association. If an invoice has not been paid within the term of payment, regardless of such invoice applies to a pending case CrossLink Legal may suspend or end her services, without prejudice to the obligation of the client to pay the invoice(s) and all other fees originally agreed upon. CrossLink Legal is not liable for damage resulting from this suspension or ending of services.

19. If the carrying out of an instruction by CrossLink Legal gives rise to liability, this liability is in all circumstances limited to the amount which is paid out under the insurance policy in the matter concerned, plus the amount of the deductible which must be borne by CrossLink Legal pursuant to the applicable professional liability insurance policy in the matter concerned.
20. If, for whatsoever reason, the insurer makes no payment under the aforementioned insurance policy, any liability is limited to the amount invoiced by CrossLink Legal in the matter concerned in the period of twelve (12) months preceding the event (a series of such events is deemed as one and the same event) which caused the liability, up to a maximum of € 20,000.-.
21. Without prejudice to the scope of Article 6:89 BW, a claim for compensation for damages lapse within twelve (12) months after the client was aware, or could reasonably have been expected to be aware, of the facts on which the claim is based, if such claim has not been brought in writing by or on behalf of the client at the attention of CrossLink Legal.
22. CrossLink Legal is hereby authorized by the client to accept, for and on behalf of the client, general terms and conditions and/or any limitation of liability by any third party. Crosslink Legal is authorized to object these general terms and conditions and/or any limitation of liability to the client, as far as it concerns the performance of the Instruction by the third party. Any liability for a defect and/or for errors and/or damage by others is excluded.
23. 'Stichting Beheer Derdengelden Crosslink Legal' is authorized to take possession of payments in connection with work performed either in the light of the Instruction or otherwise. The client indemnifies Crosslink Legal and 'Stichting Beheer Derdengelden Crosslink Legal' against claims arising out or in connection with any bankruptcy or failure to fulfil the obligations of the bank or financial institution where the third-party funds are deposited.
24. The client allows Crosslink Legal to communicate through non-secured electronic channels, including e-mail and internet, with the client. If the client sends important messages by non-secured electronic channels to CrossLink legal, the client must verify whether those messages achieved CrossLink Legal on time and intact. It is the responsibility of the client to take appropriate measures to protect its computer(s) and IT system(s) from viruses or other defects. CrossLink Legal expressly exclude any liability for damages or losses of, or unauthorized access to data, as a result of non-secured electronic communication between the client and CrossLink Legal.
25. The client is entitled to terminate the Instruction, if required with immediately effect, by giving a written notice to CrossLink Legal. In the event of termination, the client needs to pay at least for the services performed by Crosslink Legal until the moment of termination.
26. The Provisions have been drawn up in both Dutch and English. In the event of a dispute regarding the (ambiguous) content or intent of the Provisions, the Dutch version is binding.
27. All intellectual Property rights including but not limited to copyright in materials including but not limited to the agreements, letters, -emails, advise or other documents ("**Materials and Content**") created by CrossLink Legal and delivered to the Client by CrossLink Legal in connection with this agreement and engagement of legal services provided by Crosslink Legal are and remains the full and sole property of CrossLink Legal and/or Bindu De Knock. Client is not authorized to use, re-use, reverse-engineer, copy, deconstruct or otherwise process, grant permission to or allow third parties for the use of such Materials. It is strictly and explicitly

prohibited to use the Materials or elements for training of AI, software, applicatoions and/or LLM models or any existing or future similar technology, datamining purposes or any other use application. Commercial harvesting, datamining, compiling datasets, scraping, creating derivatives.

28. The applicability of general terms and conditions referred to by the Client is expressly excluded.
29. The legal relationship to which these Provisions apply is governed by and construed in accordance with Dutch laws. The services provided by CrossLink Legal are subject to the internal complaints procedure of CrossLink Legal. The internal complaints procedure can be found at and downloaded from the website [www.crosslinklegal.com/klachtenregeling](http://www.crosslinklegal.com/klachtenregeling). Any dispute that cannot be settled by way of the Complaints Settlement Scheme, will be submitted to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands. However, Crosslink Legal has the right to institute proceedings in any competent court in the client's jurisdiction.

June 2024