cpstone®

1 GENERAL TERMS AND CONDITIONS

1.1 General

(a) These general terms and conditions apply to every agreement for services between a client and CP Stone.

(b) In these terms and conditions:

"**CP Stone**" means CP Stone B.V.;

"**client**" means the person engaging CP Stone to provide services;

"**person affiliated with CP Stone**" means every lawyer and every other person working at CP Stone or at a subsidiary of CP Stone (on the basis of an employment agreement or otherwise) every CP Stone subsidiary, CP Stone shareholders, and Stichting Beheer Derdengelden CP Stone. Persons affiliated with CP Stone include persons formerly affiliated with CP Stone and legal successors of persons affiliated or formerly affiliated with CP Stone; and

"**person**" means legal entity or natural person.

(c) These general terms and conditions are available in Dutch and English. Both versions have the same legal force.

(d) The information to be disclosed pursuant to article 6:230b of the Dutch Civil Code (*Burgerlijk Wetboek*) can be found on www.cp-stone.com/aboutus

1.2 Engagement

(a) An agreement for services between a client and CP Stone will only come into existence when CP Stone or a lawyer working at CP Stone accepts a client's engagement for services.

(b) A client's engagement of a person affiliated with CP Stone will not result in an agreement with that person or with any other person affiliated with CP Stone.

(c) If the client requests that, as part of the engagement, work be carried out or continued by a specific person affiliated with CP Stone, CP Stone shall meet that request where possible, taking into account the limitations imposed by CP Stone's business and the demands of its other clients. Articles 7:404 and 7:409 of the Dutch Civil Code will not apply.

(d) If CP Stone is engaged to provide services together with another person, CP Stone will only be liable for the performance of those obligations that are explicitly CP Stone's obligations. Article 7:407(2) of the Dutch Civil Code will not apply.

(e) The client shall provide CP Stone with any information that CP Stone, its shareholders or subsidiaries, or third parties or banks engaged by it/them may need to meet any obligations to establish the identity of clients and persons affiliated with clients, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*). CP Stone has an obligation to report unusual transactions to the authorities.

(f) Under Dutch legislation implementing Council Directive (EU) 2018/822, CP Stone is required to provide information on reportable cross-border arrangements to the tax authorities in certain circumstances.

1.3 Invoice

(a) The client will owe CP Stone the agreed (monthly recurring) fee. If no fee has been agreed, the client will owe a fee based on CP Stone's standard or flexible rates.

(b) Expenses incurred by CP Stone (such as courier, travel and accommodation costs, registration and court fees, and costs, including interest, charged by persons not affiliated with CP Stone and banks) will be for the client's account.

(c) Fees and expenses owed by the client will be increased by the applicable turnover tax (VAT) as required by law, unless the client is established in another European Union member state, and has provided CP Stone with a valid VAT number, or is established outside the European Union.

(d) The client has thirty (30) days after the invoice date to notify CP Stone of any objections to the amount of the invoice. If the client fails to do this, the invoice will be deemed to have been accepted. The former under d) does NOT apply to the CP Stone monthly memberships.

(e) The client shall pay all invoices within thirty days of the invoice date.

1.4 Liability

(a) CP Stone's liability is limited to the amount that is paid out for the relevant claim under CP Stone's insurance, plus the applicable deductible. Liability for damage caused by an event not covered by any insurance is limited to EUR 5 million.

(b) Every compensation claim will expire one year after the date on which the client became aware of the damage and of CP Stone's liability for the damage.

(c) The professional liability of every lawyer working at CP Stone and its subsidiaries is limited as set out in the first sentence of paragraph 1.4(a) above. Any other liability on their part and on the part of other persons affiliated with CP Stone is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with CP Stone.

(d) The client indemnifies CP Stone and all persons affiliated with CP Stone against any claims made by third parties and any other damage suffered by CP Stone or a person affiliated with CP Stone in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under CP Stone's insurance, plus the applicable deductible. The indemnification does not apply if the claim or damage arises from willful misconduct or gross negligence (*opzet of bewuste roekeloosheid*) at CP Stone's end. A third party includes every group company, shareholder and managing or supervisory director of the client, any persons working at or for the client and any family member of the client. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with CP Stone.

1.5 Engaging third parties

(a) In providing the services, CP Stone may engage persons not affiliated with CP Stone (such as couriers, translators, experts and foreign counsel) where this is desirable for the provision of the services. CP Stone may engage those persons in its own name or, as an authorised representative, in the client's name.

September, 2024

(b) The client is bound by the conditions agreed between CP Stone (in its own or the client's name) and the other persons engaged by CP Stone. CP Stone is not liable for any damage caused by any action or omission of other persons it engages.

(c) If CP Stone holds the funds of a client or of a third party, the client is bound by the conditions imposed by the bank holding the funds. CP Stone is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Beheer Derdengelden CP Stone holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden CP Stone.

1.6 Confidentiality and files

CP Stone and the client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services. CP Stone and the client shall take reasonable measures to ensure that persons affiliated with them do the same.

(a) The first sentence of paragraph 1.6(a) does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of CP Stone, where disclosure is desirable with a view to providing the services.

(b) CP Stone shall retain its files and all documents and other data carriers at its disposal in connection with the services during the statutory retention period. After this period, CP Stone may destroy documents without notifying the client.

1.7 Termination of the engagement

(a) The client may terminate the engagement by giving CP Stone a three (3) months prior notice to its contact at CP Stone.

(b) CP Stone may terminate the engagement by giving the client fourteen (14) days' prior notice, or immediate notice if the client does not pay an invoice within thirty days of the due date, but always only by giving notice in writing.

(c) If the engagement is terminated, the client will owe the fees for the work carried out by CP Stone before the end of the engagement and for any subsequent work that CP Stone may need to do to transfer the matter to the client or a third party.

1.8 Governing law; complaints and disputes

(a) The agreement for services (including paragraph 1.8(b) below) and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.

(b) Subject to paragraph 1.8(b), the Amsterdam District Court in the Netherlands has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes about its existence and its validity and any non-contractual obligations.

(c) Paragraphs 1.8(a) and (b) apply equally to non-contractual obligations of persons affiliated with CP Stone that arise out of, or are connected with, the agreement for services. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with CP Stone.

1.9. PERSONAL DATA

(a) Terms defined in the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") have the same meaning in this article 3.

(b) The client shall indemnify CP Stone and all Persons Affiliated with CP Stone against any claims made by third parties and any other damage suffered by CP Stone or a person affiliated with CP Stone in connection with an alleged unlawful processing of personal data during the engagement, to the extent that CP Stone has received the personal data from the client or at the client's instruction.

(c) The client shall provide the data subject with the information on the processing of personal data during the engagement as required under the GDPR. The client shall do so within the applicable term under the GDPR. CP Stone will be the contact point for data subjects exercising their rights under the GDPR towards CP Stone.

(d) After becoming aware of a personal data breach in connection with personal data processed during the engagement, the client and CP Stone shall inform each other without undue delay. The client and CP Stone will consult with each other before submitting any notification to supervisory authorities and data subjects.

(e) The client and CP Stone shall inform each other without undue delay of any investigation by a supervisory authority in connection with personal data being processed during the engagement.

September, 2024