

General terms and conditions - Version February 2022

1. These are the general terms and conditions of RoX Legal B.V. (RoX Legal). RoX Legal B.V. is a private company with limited liability, incorporated under Dutch law, with its registered office in Rotterdam, registered in the Trades Register of the Chamber of Commerce under number 70322007.
2. These general terms and conditions apply to all instructions given to RoX Legal and also apply to all services it provides to its clients. The persons authorised by RoX Legal to accept instructions on its behalf are hereinafter also referred to as 'partners'.
3. An instruction to RoX Legal shall be considered to have been given and these general terms and conditions shall apply to it if RoX Legal has started to carry out the instruction at the client's request, even if RoX Legal has not yet received a confirmation of instruction signed by the client.
4. RoX Legal reserves the right not to provide services, for example on the basis of a conflict check and client and case acceptance procedures.
5. RoX Legal is your service provider, irrespective of whether a contract has been concluded with a person connected to RoX Legal. This shall also apply if it is the intention of the parties that an instruction be carried out by a particular person associated with RoX Legal. The effect of section 7:404 and of section 7:407 paragraph 2 of the Civil Code is excluded. Persons associated with RoX Legal include RoX Legal's employees, consultants, partners and shareholders. Any claim for compensation against a person connected to RoX Legal is excluded. A person connected to RoX Legal may at all times invoke this third-party clause for their benefit.
6. RoX Legal may involve connected persons in the provision of its services. In addition, RoX Legal may engage third parties who are not affiliated with RoX Legal if this is desirable for the provision of services (such as, for example, consultants, bailiffs, litigators and translators). If a third party is engaged, the client shall be bound by the conditions agreed upon by RoX Legal with that third party. RoX Legal shall not be liable for any damage caused by that third party.
7. The client is responsible for the timely and correct supply of information, including information provided by third parties, which RoX Legal requests for the execution of the instruction. Damage resulting from late or incorrect delivery of information by the client or third parties is for the account and risk of the client.
8. The client is responsible for determining the content and scope of the instruction as well as for the decisions that the client takes as a result of the work carried out by RoX Legal pursuant to the instruction.
9. Unless otherwise agreed, RoX Legal shall invoice in writing or electronically, on a monthly basis and in Euros. Invoices must be paid within 14 days of the invoice date. RoX Legal revises its hourly rates annually on 1 February.
10. Should an incident occur during the execution of an instruction which leads to RoX Legal's liability, then that liability shall be limited to the amount paid out in relation to that case under the professional liability insurance taken out by RoX Legal, plus the applicable excess.
11. The professional indemnity insurance provides global coverage, with limitations for the United States of America and Canada. There is no cover for claims filed under Canadian law or the law of the United States of America, or for claims adjudicated in judicial, administrative or arbitral proceedings in those countries.

12. If RoX Legal is liable for damage to persons or property, such liability shall be limited to the amount paid out in relation to that case under RoX Legal's general liability insurance (AVB), plus the applicable excess.
13. If for any reason neither of the aforementioned insurance policies pays out, RoX Legal's liability shall be limited to the amount invoiced by RoX Legal in the relevant case in the relevant year, subject to a maximum of EUR 50,000.
14. Any claim for damages shall lapse one year from the date on which the client became aware of the damage and of RoX Legal's liability for it.
15. If RoX Legal engages a person not connected with it in the execution of an instruction, RoX Legal shall, if reasonably possible, consult the client in advance. RoX Legal shall not be liable to the client for any errors made by this person. If such a person engaged by RoX Legal wishes to limit his liability, RoX Legal shall also be authorised to accept such limitation of liability on behalf of the client.
16. Not only RoX Legal but also any person associated or having been associated with RoX Legal and their legal successors may rely on these general terms and conditions.
17. RoX Legal may, within the framework of the execution of instructions, retain funds belonging to clients or third parties. RoX Legal will deposit these funds with a bank chosen by RoX Legal in consultation with those persons who have an interest in the funds. Any costs related to the retention of the funds by RoX shall be for the account and risk of the client and may be offset by RoX against the retained funds. RoX Legal shall not be liable if this bank fails to meet its obligations.
18. RoX Legal is obliged by applicable regulations (including the Money Laundering and Terrorist Financing (Prevention) Act) to establish the identity of clients and, under certain circumstances, to report unusual transactions to the authorities. RoX Legal may be required by law to provide certain information to the competent authorities.
19. RoX Legal will process certain personal data in the context of the instruction given, including personal data relating to the client, its representatives, employees, beneficial owners and contact persons, as well as other personal data provided to RoX Legal by the client. For more information on how personal data is processed, please refer to the Privacy Statement available on the website: <https://roxlegal.nl/wp-content/uploads/2018/07/RoX-Legal-Privacyverklaring-AVG.pdf>. If you provide us with personal data of persons other than yourself, you must provide these persons with a copy of the privacy statement. You agree that RoX Legal may share (confidential) information with persons connected to RoX Legal and/or with third parties engaged by RoX Legal.
20. RoX Legal shall retain electronic and paper files for the period required under the applicable professional rules and legislation. After this period, it may destroy these files.
21. You can terminate the instruction by giving written notice. RoX Legal may terminate the instruction by giving written notice, with due observance of a notice period.
22. In the event of termination of our instruction, you shall be liable to pay the fee for the work performed by us, including the work necessary to transfer the case to you or to a third party.
23. The services provided by the lawyers and civil-law notaries employed by RoX Legal are subject to the professional rules of (i) the Dutch Bar Association (NOvA), (ii) the Royal Dutch Notarial Association (KNB) and (iii) foreign professional organisations where applicable.

24. An office complaints procedure applies. Please refer to the website for more information. The Notarial Services Complaints and Disputes Procedure applies to the notarial services, which can be consulted via www.knb.nl and www.degeschillencommissie.nl.

25. The legal relationship between RoX Legal and its clients is governed by Dutch law. This concerns legal relations of both a contractual and non-contractual nature. Only the Dutch court in Rotterdam or the Disputes Committee are competent to settle any disputes.

These general terms and conditions are available in a Dutch and an English version, and have been filed with the Chamber of Commerce. The text of the Dutch version of the general terms and conditions shall prevail.