

POLESTAR LEGAL B.V. - GENERAL TERMS AND CONDITIONS

1. Scope

- 1.1. These are the general terms and conditions Polestar Legal B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law, having its statutory seat in Bussum, the Netherlands, and registered with the Trade Register of the Chamber of Commerce under number 93181248 (**Polestar Legal**).
- 1.2. These general terms and conditions apply to all services Polestar Legal performs for its clients (you or your).
- 1.3. Related Persons may rely on these general terms and conditions. The stipulations made in Clauses 2.2, 4.1, 4.2, 6.2 and 8 of these general terms and conditions serve as irrevocable third-party stipulation (*onherroepelijke derdenbedingen*) for the benefit of the Related Persons. **Related Persons** include: any (former) employees, other staff, counsels, its (direct and/or indirect) shareholder(s), etc.

2. Engagement

- 2.1. Polestar Legal reserves the right not to provide any services, for instance based on conflict checks, client checks and matter acceptance checks.
- 2.2. Polestar Legal is your sole contracting party, regardless of whether you enter into an agreement with a view to a specific Related Person. If the performance of services gives rise to any liability, only Polestar Legal (and not any Related Person) can be held liable.
- 2.3. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (*Burgerlijk Wetboek*) do not apply.
- 2.4. In providing its services Polestar Legal involves Related Persons. In addition, we may engage persons not related to Polestar Legal where such engagement is desirable for the provision of its services (such as foreign counsel, bailiffs, and translators, cumulatively referred to as **Delegates**). If any Delegate is engaged, you will be bound by the terms of engagement agreed by Polestar Legal with such Delegate. Polestar Legal is not liable for any damages caused by Delegates and Delegates may rely on Clauses 4.1, 4.2 and 8 of these general terms and conditions.
- 2.5. Polestar Legal does not manage third-party funds (*derdengelden*) and, as such, is released from the obligation to have available a foundation for the management of third-party funds (*stichting derdengelden*).

3. Fees and invoicing

- 3.1. Unless agreed otherwise, Polestar Legal renders its services on a time spent basis in accordance with the applicable hourly rates increased with any out-of-pockets expenses (such as travel costs and costs of Delegates). Where applicable VAT will be charged on any fees and costs. The hourly rates are subject to review annually per 1 January.
- 3.2. Unless agreed otherwise, Polestar Legal's invoices will be issued monthly in euro and will be sent to you either electronically or by ordinary mail. Invoices are payable within fourteen days of the date of the invoice.

4. Liability

- 4.1. Any liability of Polestar Legal is limited to the amount paid by the insurer under the applicable professional liability insurance policy, increased by the amount of the deductible that is not for the account of the insurers under the policy terms and conditions. In the event that the insurer does not pay any amounts, the liability of Polestar Legal is limited to EUR 250,000.

- 4.2. You indemnify Polestar Legal, Related Persons and Delegates against any and all claims by any third party related to or in connection with the provision of services by Polestar Legal, Related Persons and Delegates and costs incurred by Polestar Legal in relation to such claims, insofar as these claims and costs are greater than or different from those to which Polestar Legal would be liable pursuant to these terms and conditions. For the sake of clarity, third parties include any persons related to you.

5. Reporting obligations, customer due diligence and anti-money laundering

- 5.1. Pursuant to applicable law, Polestar Legal is required to perform due diligence on its clients and persons related to its clients. This means, among other things, that Polestar Legal is required to request and hold certain information and documents on entities and persons. You undertake to provide Polestar Legal with any information and documents it requests in order to satisfy the obligations of Polestar Legal under the applicable laws as same are applied in accordance with our internal policies and procedures.
- 5.2. Pursuant to applicable law, Polestar Legal may be obliged to provide certain information to government or tax authorities. This includes having to report transactions to local authorities (including the Financial Intelligence Unit) and reporting requirements under Directive 2018/822/EU regarding reportable cross-border arrangements.

6. Data and privacy

- 6.1. In the context of our engagement, Polestar Legal will process certain personal data, including personal data relating to you, your representatives, employees, ultimate beneficial owners and contact persons as well as other personal data provided to Polestar Legal by you. For further information about the way Polestar Legal processes personal data, we refer to our Privacy Statement available on our website: <https://www.polestarlegal.nl>. If you provide personal data to Polestar Legal of persons other than yourself, you undertake to provide a copy of Polestar Legal's privacy statement to those persons.
- 6.2. Polestar Legal may utilize digital or other services ("digital services"), whether or not offered by third parties which include, amongst others, telecommunication services, software programs, applications to transmit, share or store data digitally or in a cloud or otherwise, internet, e-discovery, automated due diligence or other applications which allow data to be processed, searched, analysed, translated (including with the use of artificial intelligence). As a result, data could be processed on servers or a cloud controlled by third parties. Polestar Legal will exercise due care in our selection of these third parties and such digital services. Polestar Legal is not liable for any acts and/or omissions of these parties (including their insolvency or default) and for any damage or loss ensuing from the use, unavailability, loss or restricted use of such digital services. Polestar Legal also excludes any liability resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or the data or (b) any data breach, whether or not as a result from a data leak or a cyberattack. All of the above if and to the extent allowed under applicable laws and regulations.
- 6.3. Polestar Legal retains electronic and/or hardcopy files during the period that is determined by our professional practice standards and applicable laws. After that period, Polestar Legal may destroy such files.
- 6.4. You consent to Polestar Legal sharing information, including confidential information, with Related Persons and Delegates for the purposes set forth in Clause 2.4, subject to their observance of any applicable confidentiality obligations.

7. Termination of the engagement

- 7.1. You may terminate the engagement with Polestar Legal at any time by giving written notice. Polestar Legal may terminate the engagement by written notice taking into account a notice period.
- 7.2. In case of termination of the engagement with Polestar Legal you owe the fees for the work carried out by Polestar Legal, including the work required to transfer the matter to you or a third party.

8. Disputes, applicable law and jurisdiction

- 8.1. Services performed by our attorney at law is subject to the respective professional rules (*beroepsregels*) of the Dutch Bar Association (NOvA) and any foreign bodies as may be applicable.
- 8.2. An office-grievance procedure (*kantoorklachtenprocedure*) is applicable. See the website for more information: <https://www.polestarlegal.nl>.
- 8.3. The relationship between you and us is governed by the laws of the Netherlands. This includes all relationships of both contractual and non-contractual origin.
- 8.4. The court in Amsterdam, the Netherlands, has exclusive jurisdiction, in first instance, to hear any disputes between you and Polestar Legal relating to any agreements and/or services to which these terms and conditions apply, including non-contractual obligations relating thereto as well as disputes concerning the existence and validity of such agreements.

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