GENERAL CONDITIONS
WISEMEN B.V.

1. Applicability

1.1 These conditions are applicable to all legal relationships between WiseMen and Customer, the resulting provisions and related activities, unless otherwise agreed upon in writing.

1.2 These conditions also apply in favour of anyone working at WiseMen (as partner or in employment), anyone commissioned by WiseMen and anyone for whose actions or omissions WiseMen is or can be liable. WiseMen will not be liable for damages caused by service providers commissioned by WiseMen. If such a service provider wishes to limit its liability, WiseMen will accept that limitation on behalf of Customer.

1.3 The headings above the articles of these conditions are only intended to increase the legibility of this document. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.4 The General Conditions WiseMen (Dutch and English version) are filed with the Chamber of Commerce of The Netherlands, under number 27300887.

2. Definitions

2.1 Consumer:
Any natural person acting in contracts covered by Directive 93/13/EEC for purposes outside his business or professional activity.

2.2 Consumer Agreement:
Agreement between WiseMen B.V. and a Consumer

2.3 Customer:
The party that requests and/or gives the assignment to WiseMen. If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with WiseMen.

2.4 Special Rate:
The rate that is mentioned as such in the quotation issued by WiseMen.

2.5 Workdays:
Normal Dutch working hours (9.00-18.00) and days (Monday through Friday) with the exception of public holidays.

2.6 WiseMen:
WiseMen B.V. and its legal successors or a company or partner affiliated to WiseMen B.V. that enters into the legal relationship with Client and has declared the WiseMen General Terms and Conditions applicable.

2.7 WiseMen Products:
All products and services provided by WiseMen, the resulting provisions and related activities.

3. Termination of the Agreement

3.1 Parties may terminate the agreement at all times immediately, without becoming liable for damages. Termination of the agreement by Customer does not result in restitution of prepaid payments.

3.2 Notwithstanding article 3.1, in case of a Consumer Agreement, WiseMen may terminate the agreement with a notice period of one month instead of immediately, unless there is a significant reason, including a breach of trust.

4. Provision of information by Customer

4.1 All assignments are carried out by WiseMen on the basis of data, information, requests and/or requirements made known to WiseMen by Customer.

4.2 Customer shall provide, in a timely manner and in the format desired by WiseMen, all data and materials that WiseMen deems necessary for the execution of the agreement.

4.3 If Customer fails to meet its obligations, WiseMen has the right to terminate immediately or suspend execution of the agreement and to charge the costs incurred thereby at its relevant agreed upon rates.

4.4 Notwithstanding article 4.3, in case of a Consumer Agreement, WiseMen may terminate the agreement with a notice period of one month instead of immediately.

5. Activities

5.1 All assignments are accepted and carried out exclusively by WiseMen. Articles 7:404 and 7:407 par 2 and 7:409 of the Dutch Civil Code shall not be applicable. In case of a Consumer Agreement only article 7:404 Dutch Civil Code is not applicable.

5.2 WiseMen determines the manner and through which person the assignment will be carried out. All activities will take place on Workdays and under normal working conditions.

5.3 If Customer indicates that the activities should be carried out within two Workdays and WiseMen agrees to this, the Special Rate will apply.

5.4 During the agreement Customer will not perform or have activities performed with regard to the assignment, without having received the prior agreement of WiseMen.

5.5 If the Customer should have a complaint regarding the conclusion of the agreement and the execution of the agreed upon activities, the quality of the services or the amount of the invoice, Customer can refer to WiseMen's complaints official, mr. O.C. Schauten. Should the complaint concern (the activities of) mr. Schauten, Customer can refer to mrs. M.J. Veenhuijzen.

5.6 Data and information from WiseMen may only be used for the execution of the agreement between parties, unless parties participate in a legal procedure on their own behalf for which this data and information may be relevant.

5.7 Parties will not enter into any direct or indirect commercial, employment or other such relation with employees from the other party during the agreement, not being a Consumer Agreement, and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of the other party.

5.8 In the event article 5.7 is breached, Customer will be charged, without further notification required, a fine of Euro 50.000,- (fifty thousand euros) for each breach, undiminished the right of the other party to claim full compensation for damages incurred.

6. Liability

6.1 WiseMen will carry out the assignments with care, which means that WiseMen will carry out the activities exclusively on a best effort basis while taking into consideration that which may be expected from WiseMen.

6.2 The assignment will solely be carried out on behalf of Customer. Third parties cannot derive rights from this.

6.3 If WiseMen has carried out activities on the basis of information provided by Customer and WiseMen has made an error because Customer provided WiseMen with incorrect or incomplete information, WiseMen will not be liable for the damage suffered.

6.4 WiseMen is not liable for damage resulting from the provision of incorrect and/or incomplete information by or in name of the directors and/or shareholder(s) of party investigated, other than Customer.

6.5 Liability of WiseMen will be limited to a maximum of the amount covered and actually compensated by the insurance of WiseMen increased with WiseMen's deductible, except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid). If WiseMen's insurance company does not compensate or in case of damages due to payment errors of the Sollicitor's clients account ('stichting tot beheer van derdengelden'), liability is limited to the amount (including VAT) that Customer has paid WiseMen in the past twelve months prior to the moment of liability.

6.6 Customer may only hold WiseMen liable, to the extent of the limited amount meant in article 6.5. Any claim for damages against Sollicitor's clients account ('stichting tot beheer van derdengelden'), employees, attorneys or directors of a practice with corporate personality ("praktijkvennootschap) from which certain attorneys carry out their tasks, is ruled out. This irrevocable third party beneficiary clause is included for the benefit of the persons mentioned, who may invoke this clause and these general terms and conditions at all times.

6.7 Rights of actions for damage compensation shall lapse three (3) years after the day Customer has become aware of the damages and possible liability of WiseMen for those damages. This clause is not applicable to Consumers. To them, the statutory provision the law applies..

6.8 Customer will indemnify WiseMen from claims from third parties due to damage that is the result of incorrect and/or incomplete information provided by Customer.

6.9 With the exception of the case named in article 6.5, WiseMen has no liability for damage compensation regardless of the ground an action for compensation could be based upon.

6.10 WiseMen is insured for professional liability in accordance with the regulations of the Netherlands Bar Association.

7. Delivery Dates

7.1 All delivery dates mentioned by WiseMen will be taken into consideration as much as possible. Delivery dates shall therefore not be considered to be absolute delivery dates within which must be delivered. If it is not possible to keep to the delivery date, then parties will as soon as possible consult with each other to agree on a substitute delivery date.

7.2 If Customer is obligated to pay an advance or if Customer needs to make information and/or materials available then the term within which activities need to be completed will not commence prior to the receipt of total payment or the complete or partial availability of information and/or materials.

7.3 WiseMen cannot be held liable under any circumstances in cases where the delivery date may be exceeded. This clause is not applicable to Consumers. To them, the statutory provision the law applies.

8. Prices/Payment

8.1 All prices and fees exclude VAT and other levies imposed by the government.

8.2 WiseMen has the right to change its hourly rates. In case the change constitutes an increase of more than 10%, or if the change occurs within three months after the conclusion of the assignment to WiseMen, Customer has the right to terminate the agreement. The right to termination lapses on the 15th day after the date of the first invoice sent to Customer after increase of the hourly rate.

8.3 WiseMen will invoice the amount owed by Customer on a monthly basis to Customer using an itemized invoice invoice in time units of at least 6 minutes. Invoices will be sent by electronic- or regular mail. Payment shall be made, without right of suspension and/or set-off, within 14 days of the invoice date. The right to suspend or set-off does not lapse for a Consumer.

8.4 Should Customer fail to fulfil any payment obligation, Customer is in default and liable for payment of the statutory interest as meant in article 6:119a of the Dutch Civil Code increased with 3 percentage points, as well as for all costs incurred by WiseMen with regard to the collection of the debt. All (extra-) judicial costs incurred by WiseMen regarding collection of the debt, with a minimum of 15% of the debt to be collected, are for the account of Customer. Judicial costs are not limited to the costs of the proceedings awarded in court, but will be charged in full to Customer, when the court decides Customer is (predominantly) in the wrong. This clause is not applicable to Consumers. To them, the statutory provision the law applies.

8.5 For activities outside of WiseMen's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time compensation amounts to 100% of the then applicable hourly fee.

8.6 WiseMen has the right to charge an advance for the activities to be carried out. If payment of the advance is not made, WiseMen has the right, undiminished its other rights, to suspend all its obligations under the agreement and all amounts owed by Customer will be immediately due.

8.7 Purchased prepaid hours (strippenkaart) that have not been used, lapse at the end of the second calendar year after the calendar year in which in the purchase was made. Government and judicial or administrative measures that oblige to follow a different course of action, including amendments to fiscal legislation, will be followed and will not obligate WiseMen to any compensation on other bases.

8.8 When charges are to be based on subsequent calculation, this means that, prior to WiseMen commencing the activities agreed to, a global estimate can be made of the expected costs. Customer is aware that there is a possibility that the estimate made earlier could be lower than the costs actually incurred. For a Consumer Agreemen, this difference may not exceed 10%, unless monthly billing is done and the Consumer pays the invoiced amounts in accordance with the specifications of work done by WiseMen uncontested.

8.9 If the payment history or the financial position of Customer calls for such in the opinion of WiseMen, WiseMen will be entitled to require that Customer provides extra security in the form as instructed by WiseMen. If Customer fails to do so WiseMen will be entitled, undiminished its other rights, to suspend the further execution of the agreement and all amounts owed by Customer will be immediately due.

8.10 WiseMen has a so called "stichting derdengelden" (a third party trust) to enable WiseMen to receive payments from or for Customer in a bank account of this trust.

8.11 By accepting these conditions the Customer unequivocally and irrevocably provides WiseMen and/or the stichting derdengelden the right to deduct unpaid invoices of WiseMen from the received payments into the account of the trust for Customer. This clause is not applicable to Consumers,

8.12 WiseMen and the stichting derdengelden are not liable if the bank, where the payments for Customer were placed, fails to fulfill its obligations.

9. Property rights

9.1 All intellectual property rights, industrial property rights and other rights always reside with WiseMen.

9.2 Without the written consent of WiseMen, it is explicitly prohibited for Customer, whether or not through a third party, to copy, to make public or commercially exploit the WiseMen Products.

9.3 Undiminished what has been determined in this article, Customer is entitled to reproduce for Customer's own use and make available to third parties the WiseMen Products which are, by their nature, intended therefore, such as (standard) contracts and quotes.

9.4 The user rights commence after payment has taken place by Customer and the other obligations resting on Customer have been completed by Customer.

9.5 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from any delivery by WiseMen or to have such changes made by third parties.

10. Applicable law

10.1 All agreements made between WiseMen and Customer are governed by the laws of The Netherlands and the Legal Profession Disputes Committee Rules (Reglement Geschillencommissie Advocatuur).

10.2 Unless the Legal Profession Disputes Committee Rules apply, any disagreements between parties related to the agreement entered into between parties will be held in Dutch before the court in The Hague, The Netherlands.

10.3 These conditions are available in Dutch and in English. In case of a dispute regarding the contents and purport thereof, only the Dutch text and the meaning thereof in the Dutch jurisdiction will be binding.

The Hague, 2024