

GENERAL TERMS AND CONDITIONS

1 APPLICABILITY

- 1.1 These general terms and conditions ("General Terms and Conditions") apply to all engagements, assignments and services provided by Milberg Amsterdam B.V. ("Milberg"), including any subsequent or related engagements.
- 1.2 Any general terms and conditions of the client or any third party are expressly rejected. In the event of a conflict between these General Terms and Conditions and a written engagement letter, the engagement letter shall prevail.

2 ENGAGEMENT

- 2.1 All engagements are accepted and performed exclusively by Milberg, regardless of whether the client intends the services to be carried out by a particular individual. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded.
- 2.2 Only the client may rely upon and derive rights from the services provided by Milberg. No third party may derive any rights from such services.

3 SCOPE OF SERVICES

- 3.1 Milberg provides legal services in accordance with the professional standards applicable to lawyers admitted in the Netherlands. Unless expressly agreed otherwise in writing, Milberg advises exclusively on Dutch law and, where relevant, European Union law as applicable in the Netherlands.
- 3.2 Milberg does not provide tax, accounting, financial, technical or foreign law advice unless expressly agreed otherwise in writing.
- 3.3 Milberg may rely on the completeness and accuracy of information provided by or on behalf of the client and shall not be responsible for independently verifying such information.

4 THIRD PARTIES

- 4.1 In connection with an engagement, Milberg may engage third parties, including co-counsel, foreign counsel, experts, translators, litigation support providers, e-discovery providers and other professional advisers.
- 4.2 Milberg may accept limitations of liability and other contractual terms imposed by such third parties on behalf of the client. Milberg shall exercise reasonable care in selecting such third parties but shall not be liable for any act or omission of such third parties.

5 ARTIFICIAL INTELLIGENCE AND TECHNOLOGY

- 5.1 Milberg may use electronic communications, cloud environments, data rooms, document management systems, artificial intelligence applications and other digital technologies in connection with the provision of its services.

- 5.2 Milberg may use artificial intelligence ("AI") tools where this is considered useful, efficient or appropriate for the performance of legal services, including for document review, legal research, document drafting, translation, summarization, data analysis and the organisation of information.

- 5.3 Any use of AI by Milberg shall be subject to the core values and professional obligations applicable to the legal profession, including independence, confidentiality, integrity, competence and the protection of the client's interests. Milberg will use reasonable care in selecting artificial intelligence solutions and will seek to use professional and trusted technologies operating within secure environments that are appropriate for the nature of the information being processed.

- 5.4 All substantive work products remain subject to review and professional judgment by Milberg's lawyers. Any sources, references, citations, legal authorities or factual information generated through AI-assisted processes shall be independently assessed and verified before being relied upon or communicated to clients, courts, counterparties or other third parties.

- 5.5 While Milberg shall take reasonable measures to safeguard confidentiality and security, Milberg shall not be liable for interruptions, failures, unavailability, cyber incidents or other deficiencies relating to third-party technology providers, except to the extent resulting from willful misconduct or gross negligence on the part of Milberg.

6 FEES AND EXPENSES

- 6.1 Unless otherwise agreed, Milberg's fees are based on time spent multiplied by the applicable hourly rates. Milberg may revise its hourly rates from time to time.
- 6.2 In addition to professional fees, Milberg is entitled to charge all reasonable external costs and disbursements incurred in connection with an engagement, including court fees, expert fees, translation costs, travel expenses and charges of third-party service providers.
- 6.3 All amounts are exclusive of VAT.
- 6.4 Milberg may require advance payments or retainers and may offset any advance payment against outstanding invoices.

7 INVOICING AND PAYMENT

- 7.1 Invoices are generally issued monthly. Payment shall be made within fourteen (14) days following the invoice date without deduction, suspension, set-off or counterclaim. If payment is not made when due, the client shall be in default without further notice.
- 7.2 Any objection to an invoice must be submitted in writing within thirty (30) days after the invoice date. Such objection shall not suspend the client's payment obligation.



7.3 In the event of late payment, Milberg shall be entitled to charge statutory commercial interest and reasonable collection costs and may suspend or terminate its services, subject to applicable professional obligations.

7.4 If a third party has agreed to pay fees or expenses relating to an engagement, the client shall remain jointly and severally liable unless Milberg expressly agrees otherwise in writing.

8 COMPLIANCE AND CONFIDENTIALITY

8.1 Milberg and its lawyers are subject to applicable laws, regulations and professional rules, including anti-money laundering legislation and know-your-client requirements. The client shall promptly provide all information and documentation reasonably requested by Milberg for compliance purposes.

8.2 Milberg may be legally required to disclose information to competent authorities without prior notice to the client.

8.3 Subject to applicable law and professional obligations, Milberg shall treat all information received from the client as confidential.

9 PRIVACY AND FILE RETENTION

9.1 Milberg processes personal data in accordance with applicable privacy and data protection legislation. Information regarding the processing of personal data is available in Milberg's privacy statement as published on Milberg's website and updated from time to time.

9.2 Milberg may retain physical and electronic files relating to an engagement for at least seven years after completion of the matter or such longer period as is required or permitted by law or professional regulations. Following expiry of the applicable retention period, Milberg may destroy files and documents without further notice.

10 LIMITATION OF LIABILITY

10.1 Any liability of Milberg arising out of or in connection with an engagement, whether based on contract, tort or otherwise, shall be limited to the amount actually paid under Milberg's professional liability insurance policy in respect of the relevant claim, increased by the applicable deductible.

10.2 Milberg shall not be liable for indirect, consequential or incidental damages, including loss of profit, loss of business, loss of opportunity, loss of reputation or loss of data.

10.3 Nothing in these General Terms and Conditions excludes or limits liability to the extent that such exclusion or limitation is prohibited by mandatory law.

11 PROTECTED PERSONS AND INDEMNITY

11.1 These General Terms and Conditions are made not only for the benefit of Milberg but also for the benefit of all of its current and former directors, shareholders, lawyers, employees, consultants, affiliated persons and

any third party engaged by Milberg in connection with an engagement.

11.2 All such persons may invoke these General Terms and Conditions as an irrevocable third-party beneficiary provision.

11.3 The client shall indemnify and hold harmless Milberg and the persons referred to in Clause 10.1 against all third-party claims arising out of or in connection with the services provided to the client, except where such claims result from willful misconduct or gross negligence on the part of Milberg. This indemnity includes reasonable legal and defense costs.

12 COMPLAINTS, CLAIMS AND JURISDICTION

12.1 Milberg maintains an internal complaints procedure in accordance with applicable professional rules.

12.2 Any claim against Milberg shall be notified in writing within one (1) year after the claimant became aware, or reasonably should have become aware, of the facts giving rise to the claim.

12.3 Any legal proceedings relating to such claim must be commenced within one (1) year after the notification referred to in Clause 11.2.

12.4 Failing timely notification or commencement of legal proceedings, all rights and claims against Milberg shall lapse.

12.5 All legal relationships with Milberg shall be governed exclusively by Dutch law.

12.6 Any dispute arising out of or in connection with an engagement, these General Terms and Conditions or services provided by Milberg shall be submitted exclusively to the competent courts of Amsterdam, the Netherlands.