

General terms and conditions Rubicon Impact & Litigation B.V.

1. General

- 1.1.** These general conditions apply to any agreement between the Client and Rubicon Impact & Litigation.
- 1.2.** The following terms are used in these general terms and conditions:
 - 1.2.1.** **Rubicon Impact & Litigation** stands for Rubicon Impact & Litigation B.V., a limited liability company operating as a law firm.
 - 1.2.2.** **Client** represents the person or entity with whom Rubicon Impact & Litigation has entered into an engagement agreement.
 - 1.2.3.** **Persons Involved with Rubicon Impact & Litigation** represents any attorney or other entity or person who is (or has been) employed - as an employee or otherwise - by Rubicon Impact & Litigation, any (current or former) shareholder and/or director of Rubicon Impact & Litigation, and the successors-in-interest of the aforementioned persons.
- 1.3.** The clauses in these general conditions are not made solely for the benefit of Rubicon Impact & Litigation but also for the benefit of the Persons Involved with Rubicon Impact & Litigation, respectively all persons for whom Rubicon Impact & Litigation could be liable. These third parties have accepted this (irrevocable) third-party clause within the meaning of Article 6:253 paragraph 4 of the Dutch Civil Code.
- 1.4.** These general terms and conditions are available in Dutch and English. In case of contradictions between these two versions, the Dutch version will prevail.

2. Assignment

- 2.1.** Rubicon Impact & Litigation shall exercise the care of a good contractor in the performance of the assignment to the extent reasonably possible. All agreements refer to obligations of effort and never to obligations of result.
- 2.2.** All assignments shall be accepted and performed exclusively by Rubicon Impact & Litigation. The applicability of articles 7:404 and 7:409 of the Dutch Civil Code are excluded.
- 2.3.** In the event Rubicon Impact & Litigation is engaged together with another person or entity, Rubicon Impact & Litigation shall only be liable for the work it has itself performed. Section 7:407 (2) of the Dutch Civil Code is excluded.
- 2.4.** The Client is obliged to provide Rubicon Impact & Litigation with any information it requests in the context of the Money Laundering and Terrorist Financing (Prevention) Act (**WWFT**) and the legal requirement to identify clients.
- 2.5.** Only the Client may derive any rights from advice or other services provided by Rubicon Impact & Litigation.
- 2.6.** The Client may terminate the assignment at any time by written notice. Upon termination, the Client must pay for at least the services performed up to the time of termination.

2.7. Rubicon Impact & Litigation may terminate the assignment with seven (7) days written notice.

3. Liability

- 3.1.** The liability of Rubicon Impact & Litigation and the Persons Involved with Rubicon Impact & Litigation is accepted only to the extent that the consequences thereof are covered by Rubicon Impact & Litigation's professional liability insurance. More information on the professional liability insurance taken out can be provided upon Client's request.
- 3.2.** Any damages not covered by Rubicon Impact & Litigation's professional liability insurance are limited to a maximum of fifty thousand euros (EUR 50,000).
- 3.3.** The liability of the Persons Involved with Rubicon Impact & Litigation is limited as set forth in Articles 3.1 and 3.2 of these general terms and conditions. Any other liability is excluded.
- 3.4.** All rights of action and/or other powers that Client may invoke against Rubicon Impact & Litigation shall expire in any event one (1) year after the moment Client became aware - or could reasonably have become aware - of the existence of these rights of action and/or other powers.
- 3.5.** The Client indemnifies Rubicon Impact & Litigation and the Persons Involved with Rubicon Impact & Litigation against any third party claim and all damages suffered by Rubicon Impact & Litigation or the Persons Involved with Rubicon Impact & Litigation in connection with the services provided to the Client.

4. Declarations

- 4.1.** In principle, Rubicon Impact & Litigation will bill on a monthly basis. The Client must notify Rubicon Impact & Litigation of any objections within 14 days of the invoice date.
- 4.2.** The payment term of an invoice is 14 days from the invoice date. If payment is not made within the aforementioned period, Client is in default without notice of default being required. Client shall owe statutory commercial interest to Rubicon Impact & Litigation from that time.
- 4.3.** In the event an invoice is not paid in full by the payment deadline, Rubicon Impact & Litigation may suspend work and/or terminate the assignment.
- 4.4.** Rubicon Impact & Litigation has the right to increase the agreed fees annually as of January 1st of each year.
- 4.5.** Rubicon Impact & Litigation shall be entitled at any time to require an immediately payable advance from Client for the work performed - or to be performed. If Client fails to pay the advance, Rubicon Impact & Litigation is entitled to suspend the work.
- 4.6.** Advance payments will be offset against the final invoice.

5. Engagement of third parties

- 5.1.** In performing the services, Rubicon Impact & Litigation may use third parties on behalf of Client (such as bailiffs, experts, couriers and translators) when Rubicon Impact & Litigation deems it conducive. Rubicon Impact & Litigation may engage these third parties both under its own name and under Client's name.
- 5.2.** The Client shall be bound by the terms and conditions Rubicon Impact & Litigation agrees with these third parties. Rubicon Impact & Litigation is permitted to accept terms that limit the liability of these third parties towards Rubicon Impact & Litigation and Client.

6. Applicable law, complaints and disputes

- 6.1.** Only Dutch law shall apply to the legal relationship between Rubicon Impact & Litigation and Client.
- 6.2.** Rubicon Impact & Litigation's complaints procedure applies to all work performed.
- 6.3.** All possible disputes between Rubicon Impact & Litigation and Client shall be settled in first instance by the District Court of Amsterdam, without prejudice to the right of appeal and cassation.
