

General Terms and Conditions Van Doorne N.V.

For *the world* of tomorrow

Applicability

1. These general terms and conditions apply to all work performed or to be performed by or on behalf of Van Doorne N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its registered office in Amsterdam and registered with the Trade Register of the Chamber of Commerce under number 34199342. The natural persons who are indirect shareholders of Van Doorne N.V. are referred to in these general terms and conditions as "partners".

2. "Persons associated with Van Doorne N.V." shall include: (a) persons who are, have been or at any time become partners, direct and indirect shareholders of Van Doorne N.V. and other existing and future participations of partners; and (b) persons who work or have worked for, or are or were otherwise associated with, Van Doorne N.V. in the capacity of director, employee, adviser, freelancer or in any other capacity. A reference in these general terms and conditions to "persons" includes a reference to natural persons, legal entities and other entities.

3. "Client" means the person who enters into or will enter into a contract of services (*overeenkomst van opdracht*) with Van Doorne N.V. with a view to the performance of work by Van Doorne N.V., or who otherwise has a legal relationship with Van Doorne N.V. in respect of such work. "Work" shall also include the provision of services or other performances by any name.

Legal relationship exclusively with Van Doorne N.V.

4. All engagements are accepted exclusively by, and subject to clause 5, performed exclusively by Van Doorne N.V. This also applies where it is expressly or implicitly the intention that an engagement be performed by one or more persons associated with Van Doorne N.V. The applicability of Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded. This clause 4 applies by analogy if work is performed otherwise than under a contract for services.

Liability

5. If Van Doorne N.V. engages a third party, not being a person associated with it, with regard to the work assigned to (*opgedragen aan*) it, Van Doorne N.V. shall exercise due care in the selection of such third party. Van Doorne N.V. shall not be liable for any error or breach by that third party in the performance of its work. If a third party wishes to stipulate a limitation of liability, Van Doorne N.V. has the right to accept it on behalf of the client.

6. Any liability of Van Doorne N.V. for work performed or to be performed by or on behalf of Van Doorne N.V. or otherwise related to a contract for services or other legal relation entered into by Van Doorne N.V. in respect of work shall be limited to the amount paid or payable in the case in question under the professional liability insurance policy or policies taken out by Van Doorne N.V., increased by the amount of the excess (*eigen risico*) payable by Van Doorne N.V. under such insurance policy or policies in the relevant case. This limitation of liability of Van Doorne N.V. shall apply regardless of whether liability arises from an agreement, the law (such as the law of tort/a wrongful act) or on any other legal basis.

7. If no payment is made under the professional liability insurance policy or policies taken out by Van Doorne N.V. in the relevant case, the liability of Van Doorne N.V., irrespective of the legal grounds, shall be limited to an amount of five hundred thousand euros (EUR 500,000).

8. All rights of claim against Van Doorne N.V. in connection with the performance of work carried out or commissioned by Van Doorne N.V., including claims for damages, shall lapse: (i) one year after the day on which the client became aware, or could reasonably have become aware, of the existence of the claim and Van Doorne N.V.'s potential liability therefor, to the extent that such claim arising from the work to which it relates; and in any event (ii) two years after the work from which the claim arises has been performed by or on behalf of Van Doorne N.V., regardless of whether the client became or could reasonably have become aware of the existence of the claim within that period.

9. Any liability of persons associated with Van Doorne N.V. towards the client and third parties associated with the client (including current or former directors, employees, shareholders or group companies of the client) is expressly excluded. Insofar as necessary the client hereby waives, also on behalf of the third parties affiliated with the client, all rights and claims that they may have or acquire on any ground.

10. Without prejudice to the provisions of clause 4 and clause 9, these general terms and conditions and the exclusion or limitation of liability contained herein may also be invoked by and for the benefit of (i) any person involved in the performance of the engagement or on whom any liability rests or may come to rest in connection therewith, on whatever basis, and (ii) the persons affiliated with Van Doorne N.V. and their respective successors under universal title.

11. Except in the event of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) on the part of Van Doorne N.V., the client shall indemnify and hold harmless Van Doorne N.V. and the persons affiliated with Van Doorne N.V. against all claims and actions that a third party may at any time have or institute against, respectively, Van Doorne N.V. or a person associated with Van Doorne N.V. and that arise from or are related to work performed for the client by or on behalf of Van Doorne N.V. This indemnity includes the cost of legal assistance.

12. The provisions of article 4, article 9, article 10 and article 11, and all other provisions of these general terms and conditions that are intended to create rights for the benefit of persons associated with Van Doorne N.V., are also intended as irrevocable third-party clauses, entered into for no consideration for the benefit of persons associated with Van Doorne N.V. within the meaning of article 6:253(4) of the Dutch Civil Code (*Burgerlijk Wetboek*).

Fees and invoicing

13. The client owes Van Doorne N.V. a fee calculated based on the number of hours worked multiplied by the applicable hourly rates as determined by Van Doorne N.V. from time to time. Van Doorne N.V. and the client may instead agree in writing on a different pricing model for the work to be performed, such as a fixed fee, in which case the number of hours worked need not be disclosed. In addition to the fee, the client shall owe Van Doorne N.V. the disbursements (external costs) incurred by Van Doorne N.V.

All amounts due shall be increased by the value added tax (VAT) payable thereon at the rate applicable from time to time.

14. Invoices of Van Doorne N.V. shall be paid within fourteen days of the invoice date. In the event of late payment, Van Doorne N.V. shall be entitled to charge statutory interest on the unpaid amount from the fifteenth day after the invoice date.

Compliance

15. Pursuant to applicable laws and regulations, including the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*, "Wwft"), Van Doorne N.V. is required to establish the identity of its clients and their ultimate beneficial owner(s) and must, in certain circumstances, report unusual transactions within the meaning of the Wwft to the Financial Intelligence Unit ("FIU"). The Wwft prohibits Van Doorne N.V. from disclosing to the client or others that it has made such a report to the FIU. As of 1 July 2026, the FIU may require Van Doorne N.V. to suspend a transaction. Van Doorne N.V. is required to notify the client thereof.

16. Unless otherwise explicitly agreed with the client, Van Doorne N.V. shall, in connection with the work entrusted to it, make use of digital facilities, including e-mail, voicemail and other forms of electronic communication, for the exchange of both confidential and non-confidential information and documentation relating to such work. Electronic communication shall be deemed to constitute written communication. The use of digital facilities involves certain risks. Data may become corrupted, messages may be delivered late (or not at all), and systems and data may become infected or disrupted by viruses or other malicious software. Van Doorne N.V. attaches great importance to information security and data protection within its own systems and takes appropriate technical and organisational measures to that end, which are periodically assessed by an external party. Notwithstanding the foregoing, Van Doorne N.V. shall, to the extent permitted by law, not be liable on any basis for damage arising from the use of such digital facilities.

17. Van Doorne N.V. may, in connection with the work entrusted to it, make use of AI systems as referred to in article 3(1) of Regulation (EU) 2024/1689 ("AI systems"). Van Doorne N.V. shall not base its advice, reports or outcomes of the work exclusively on the output of AI systems, unless otherwise explicitly agreed with the client. Where AI systems are used, Van Doorne N.V. shall process personal data or confidential information of the client exclusively within environments that comply with the information security and data protection requirements applicable to Van Doorne N.V. and/or as agreed in writing with the client. Client data will not be used for model training by providers of AI models.

Third-party funds

18. Van Doorne N.V. and the civil-law notaries (*notarissen*) associated with it may, in the course of performing work, receive funds of the client or of third parties, which shall be credited to a bank account held by Van Doorne N.V. with a bank designated by them. Van Doorne N.V. and the civil-law notaries associated with it shall not be liable if such bank fails to fulfil its obligations under the current account agreement with Van Doorne N.V.

19. If the bank referred to in article 18 charges Van Doorne N.V. or the civil-law notaries associated with it negative interest on the deposited funds of the client or a third party, such negative interest shall be for the account of the client or the third party, as the case may be, and shall be deducted from the deposited amount.

Professional rules

20. The following additional conditions apply to notarial services provided to consumers: (a) the civil-law notary shall comply with all applicable professional and conduct rules. These rules are explained in the consumer brochure '*Spelregels voor notaris en consumenten*' (Rules for notaries and consumers) prepared by the Royal Dutch Association of Civil-Law Notaries (*Koninklijke Notariële Beroepsorganisatie*, "KNB") in consultation with the Consumentenbond and Vereniging Eigen Huis. The brochure can be found at www.knb.nl and can also be provided in hard copy upon request; and (b) the civil-law notary shall inform the client in a timely and clear manner of the financial consequences of its services.

21. The complaints procedure of Van Doorne N.V. (legal practice) applies to work performed by or entrusted to lawyers of Van Doorne N.V.

22. The notarial services provided by Van Doorne N.V. are subject to the complaints procedure of Van Doorne N.V. (notarial practice) and the Complaints and Disputes Procedure of the KNB. The complaints procedures can be found at <https://www.vandoorne.com/klachtenregeling/> and the KNB Complaints and Disputes Procedure at www.knb.nl and www.degeschillencommissie.nl.

Data protection

23. Van Doorne N.V. is the controller for the processing of personal data in the context of its services. Van Doorne N.V. processes personal data in accordance with its Privacy Statement (<https://www.vandoorne.com/service/privacy-statement>).

Governing law

24. Any legal relationship (contractual or non-contractual) between Van Doorne N.V. and the client arising from or related to the work performed by or on behalf of Van Doorne N.V. or entrusted to Van Doorne N.V. shall be governed by the laws of the Netherlands. To the extent that a legal relationship may exist between a person associated with Van Doorne N.V. and the client, such legal relationship shall also be governed by the laws of the Netherlands.

25. All disputes arising from or related to the work performed by or on behalf of Van Doorne N.V. or entrusted to Van Doorne N.V. or otherwise concerning the legal relationship with the client shall be subject to the exclusive jurisdiction of, and shall be exclusively decided by, the District Court of Amsterdam (*Rechtbank Amsterdam*), unless a dispute is submitted to a disputes committee and such disputes committee has jurisdiction to decide thereon.

26. These general terms and conditions have been drawn up in the Dutch language and translated into the English language. In the event of any inconsistency between the Dutch text and the English text or the interpretation thereof, the general terms and conditions drawn up in the Dutch language shall prevail.

27. Van Doorne N.V. may amend these general terms and conditions from time to time and without prior notice. The amended terms and conditions shall apply immediately to all work performed by (or on behalf of) Van Doorne N.V. for the client, including ongoing, new and follow-up engagements.

Amsterdam, 30 June 2026

These general terms and conditions have been filed with the registry of the District Court of Amsterdam (*Rechtbank Amsterdam*) under number 21/2026.