

GENERAL TERMS AND CONDITIONS MARCH 2024

1. General

1.1 Hermeneus Legal is a sole proprietorship (*eenmanszaak*) with its place of business in Amsterdam, The Netherlands, registered with the Chamber of Commerce under number 84915765. Hermeneus Legal is specialized in interim solutions, legal advice, and training in the field of financial law and compliance.

1.2 These general terms apply to all services, including proposals, agreements for services, and (subsequent) assignments, of or to Hermeneus Legal, unless agreed otherwise in writing. The general terms of the client do not apply, unless agreed otherwise in writing.

1.3 If any provision of these general terms are fully or partially void or nullified at any time, the remaining provisions of these general terms and conditions will remain fully applicable.

1.4 Hermeneus Legal is entitled to amend and/or supplement these general terms and conditions. Hermeneus Legal will inform the client at least 7 days in advance about any amendment and/or supplement of the general terms and conditions. If the client does not accept the amendment and/or supplement, the client is entitled to terminate the agreement with Hermeneus Legal free of charge. In such case, the client remains fully liable for any fees, costs and/or charges in relation to any work already performed by Hermeneus Legal and/or performed by third parties hired by Hermeneus Legal for the performance of the agreement.

2. Engagement

2.1 A services agreement between a client and Hermeneus Legal will only come into existence when Hermeneus Legal accepts the request of the client to deliver services. A proposal of Hermeneus Legal can only be accepted within one month after the date of the proposal unless the proposal explicitly includes another acceptance term.

2.2 Hermeneus Legal will observe the care of a good contractor in the performance of its assignments, in the performance of all activities and in the selection of third parties to be engaged by it.

2.3 If a term has been agreed or specified for performing certain services or delivering certain goods, this will never be a strict deadline. If a term is exceeded, the client must therefore give Hermeneus Legal a written notice of default. Hermeneus Legal should then be offered a reasonable period in which to still perform the agreement.

2.3 Hermeneus Legal can engage persons not affiliated with Hermeneus Legal (such as (candidate) civil law notaries, attorneys, lawyers, tax consultants, compliance officers, translators and/or other experts) where this is desirable for the provision of the services. Hermeneus Legal may accept the terms and conditions applied by such third parties (including possible limitations of liability) on behalf of the client.

2.4 Any liability of Hermeneus Legal for damage as a result of an act or omission of a third party engaged by Hermeneus Legal in accordance with paragraph 2.3 above is excluded.

2.5 The scope of Section 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded from all services governed by these general terms and conditions.

2.6 Hermeneus Legal in principle will conduct its work remotely, unless otherwise agreed with the client.

2.7 The client ensures that Hermeneus Legal has access to the data required to deliver the services.

3. Liability and indemnity

3.1 The total liability of Hermeneus Legal due to an attributable failure to perform an agreement, wrongful act or another legal ground is (cumulatively) limited to the amount which is paid out in the matter concerned under the liability insurance of Hermeneus Legal, plus the amount of the applicable excess (*eigen risico*). If the insurer does not make the payment for whatever reason, each liability is limited to the amount paid by the client to Hermeneus Legal in connection with the services causing the damages, but only up to a maximum of EUR 5,000 (five thousand euros). The client is solely entitled to claim damages of Hermeneus Legal for this limited amount.

3.2 Hermeneus Legal is not liable for damages, of whatever nature, as a result of incorrect and/or incomplete information provided by or on behalf of the client.

3.3 Hermeneus Legal is liable for direct damage only. Hermeneus Legal is not liable for indirect damages suffered by the client, including consequential loss, loss of profits, lost savings, and loss due to business interruption.

3.4 In so far as Hermeneus Legal receives corporate information regarding the client, or personal data, whether or not as referred to in article 7, Hermeneus Legal cannot be held liable for (in)direct damage of the client or third parties as a consequence of loss of this information, for example in the event of a hack or other unauthorized access. The client indemnifies Hermeneus Legal for claims of third parties in this regard, with due observance of the provisions of article 7.

3.5 Each claim for damages expires after 1 (one) year following the day on which the damage became known or was ought to be known by the client.

3.6 The client indemnifies Hermeneus Legal against any claims of third parties. The client furthermore indemnifies Hermeneus Legal against any other damages suffered by Hermeneus Legal in connection with the services, to the extent that the damage exceeds the amount that is paid out in the matter concerned under an insurance of Hermeneus Legal, plus the amount of the applicable excess. A third party includes every group company, shareholder, managing director and supervisory director of the client as well as a person working at or for the client. This paragraph is an irrevocable third-party clause.

4. Price and payment

4.1 Hermeneus Legal charges fees on the basis of the number of hours worked multiplied with the hourly rate agreed upon with the client, unless agreed otherwise in writing. If applicable Hermeneus Legal will charge, in addition to the fees, the applicable out-of-pocket expenses to the client, such as, but not limited to, Chamber of Commerce fees, court fees, travel costs (EUR 0.35 p/km), parking costs, translation fees, and fees of third parties engaged in consultation with the client, unless agreed otherwise in writing.

4.2 Hermeneus Legal will send an invoice to the client after expiry of each calendar month regarding the services provided in that month.

4.3 All invoices must be paid within 14 (fourteen) days of the invoice date, unless agreed otherwise in writing. Any objections against the amount of the invoices do not suspend the payment obligation of the client.

4.4 In case of an overdue payment the client receives a reminder of Hermeneus Legal requesting to pay the amount of the respective invoice within 7 (seven) days. If the client does not pay the invoice within the specified time, the client is in default without further notice and is Hermeneus Legal entitled to charge 1 (one) % default interest per month as of the due date of the respective invoice. As of the due date the client furthermore owes a compensation for all reasonable litigation and extrajudicial costs of at least 15 (fifteen) % of the outstanding invoice amount. In addition, Hermeneus Legal is entitled to suspend all services for the client if the payment term is exceeded without being liable for possible damages as a result of this suspension.

4.5 All amounts are excluding turnover tax (VAT), unless explicitly mentioned otherwise.

4.6 Hermeneus Legal may adjust its rates annually on 1 July.

5. Confidentiality

5.1 Hermeneus Legal and the client shall keep all confidential information about each other and in connection with the engagement confidential.

5.2 Paragraph 5.1 does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body.

6. Termination of the engagement

6.1 The client may terminate the engagement at any time, but only by giving written notice (including email) to Hermeneus Legal. In case of interim assignments, a notice period of 1 (one) month applies.

6.2 Hermeneus Legal may terminate the engagement by giving the client a written notice taking into account a notice period of 1 (one) month, or an immediate notice if the client is in default with any of its payment obligations towards Hermeneus Legal.

6.3 If the engagement is terminated, the client will owe the fees for the services carried out by Hermeneus Legal before the termination of the engagement as well as for any subsequent work that Hermeneus Legal may need to do in order to transfer the matter to the client or a third party (to the extent applicable).

7. Personal data

7.1 Terms defined in the General Data Protection Regulation ("GDPR") have the same meaning as in this article 7.

7.2 The client indemnifies Hermeneus Legal against any claims made by third parties and any other damage suffered by Hermeneus Legal in connection with an alleged unlawful processing of personal data in the course of the engagement to the extent Hermeneus Legal has received the personal data from the client or at the client's instruction.

7.3 The client shall provide the data subject with the information on the processing of personal data in the course of the engagement as required under the GDPR. The client will do so within the applicable term under the GDPR.

7.4 Each of the parties shall inform the other without undue delay after having become aware of a personal data breach in connection with personal data processed during the engagement. The client and Hermeneus Legal will consult with each other before submitting any notification to supervisory authorities and data subjects.

7.5 Each of the parties shall inform the other without undue delay after having become aware of an investigation of a supervisory authority in connection with personal data being processed during the engagement.

8. Intellectual property

8.1 All intellectual property rights relating to all work that has been made available or delivered to the client under the engagement, such as advices, agreements, presentations, study material and other documents, are held by Hermeneus Legal exclusively. The client may use these documents for the purpose of the engagement and in the ordinary course of business.

8.2 By entering into the engagement, the client approves the use of its corporate name and logo as well as a description of the activities of Hermeneus Legal in connection with the services provided on her website and resume for publication and promotional purposes.

9. Applicable law and competent court

All agreements and legal relationships with Hermeneus Legal are governed by Dutch law. Any dispute is subject to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands