

1. Stibbe New York B.V. is a private limited liability company organised under Dutch law and established in Amsterdam (Commercial Register number 33261662). Stibbe New York B.V. is part of an international network of Stibbe offices that practice law and offer Dutch civil law notary services as independent legal entities or partnerships in Amsterdam, Brussels, London, Luxembourg, and New York.
2. If you are not satisfied with our services for any reason, we would like to hear from you. All our services provided by attorneys are subject to Stibbe New York B.V.'s Complaints Procedure (Attorneys). Our Dutch civil law notary services are subject to Stibbe New York B.V.'s Complaints Procedure (Civil Law Notaries). Our Dutch civil law notary services are also subject to the regulation of the dispute resolution committee for civil law notaries (www.knb.nl) to the extent that any dispute falls within the scope of this regulation. Stibbe New York B.V.'s Complaints Procedures are available at www.stibbe.com/important-information.
3. All instructions from clients are accepted and carried out solely by Stibbe New York B.V., even if it is the client's express or implied intention that instructions will be carried out by one or more specific persons associated with Stibbe New York B.V. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded. Only the direct client of Stibbe New York B.V. can derive any rights from the advice or other services of Stibbe New York B.V. In these general conditions, "persons associated with Stibbe New York B.V." means every person that directly or indirectly is or has been working for or with Stibbe New York B.V., including but not limited to current or former employees, contractors (*opdrachtnemers*), advisers, board members, shareholders and/or partners. A "person" can be a natural or a legal person.
4. Except to the extent that liability cannot be limited, all liability of Stibbe New York B.V., persons associated with Stibbe New York B.V. and all persons involved in carrying out instructions from the client or who are or may in any way be liable, including joint and several liability, in connection or related therewith is limited in aggregate to the amount paid out, if any, under the applicable liability insurance policy in the matter concerned, plus the applicable deductible (*eigen risico*). In any event, a claim against a person referenced in this article will be unenforceable unless Stibbe New York B.V. receives written notice to this effect no later than one year after the discovery of an event or circumstance that gives or may give rise to that claim.
5. In connection with the provision of its services Stibbe New York B.V. may engage third parties, including bailiffs, experts, other law firms and other Stibbe offices, couriers and translators. Stibbe New York B.V. may also use digital services whether or not offered by third parties ("digital services"), including digital communication services, applications to share or store data, e-discovery, automated due diligence or other applications which allow data to be searched, analysed, stored, processed or translated automatically or with the use of artificial intelligence or other software. As a result, data may be transferred to servers controlled by third parties. Stibbe New York B.V. will exercise the necessary due care in its selection of third parties and such digital services. Stibbe New York B.V. is not liable for any acts and/or omissions of these third parties or for any damage or loss ensuing from the use of these digital services. Stibbe New York B.V. is authorised to accept, for itself and/or on behalf of the client, the conditions of such third parties or of the provider of digital services, including any limitations of liability, and to invoke these conditions against the client. Stibbe New York B.V. excludes – also for the benefit of Stichting Derdengelden Stibbe Advocaten (Foundation Clients' Funds Stibbe Attorneys) and its board members – all liability that is in any way directly or indirectly related to or results from the insolvency of or any other default of any bank, financial institution or other third party and/or the reduction in or loss of ability to use, operate or access any computer system, network or data and/or a data breach, whether or not as a result of a malicious cyber attack.
6. Without prejudice to the provisions in article 3 above, these general conditions, including the limitations of liability, apply not only to Stibbe New York B.V., but also to all persons involved in carrying out instructions from the client, or who are or may in any way be liable in connection with these activities, including persons associated with Stibbe New York B.V., Stichting Derdengelden Stibbe Advocaten (and its board members) and other Stibbe offices (to the extent that no separate agreements or general conditions apply) or their respective legal successors. The client indemnifies Stibbe New York B.V. and all other persons mentioned in the preceding sentence against all third party claims that arise from or are in any way connected to the instructions from the client and/or the services performed for the client. This indemnification also includes the costs of legal assistance. This provision and all other provisions which purport to create rights for third parties referred to in the first sentence of this article also serve as irrevocable third party stipulations without any consideration (*onherroepelijk derdenbeding om niet*) as referred to in Section 6:253 (4) of the Dutch Civil Code.
7. Pursuant to, among other things, the Money Laundering and Terrorist Financing (Prevention) Act and derived policies, Stibbe New York B.V. must in principle ascertain the client's identity and, under certain circumstances, report unusual transactions to the relevant authorities without informing the client. Stibbe New York B.V. may also be obliged on other grounds to report or provide information to the authorities or third parties, including on the basis of the European General Data Protection Regulation (GDPR) and the European fiscal directive 2018/822/EU (DAC6) on reportable cross-border arrangements. The foregoing may also apply to other persons directly or indirectly involved in carrying out the instructions from the client. Please visit www.stibbe.com/important-information for more information.
8. Stibbe New York B.V. exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law.
9. Unless otherwise agreed, our fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established annually by Stibbe New York B.V. Costs paid for by Stibbe New York B.V. on behalf of the client (including negative interest and banking charges relating to any third-party funds) shall be charged separately. An amount equal to a percentage of the professional fees shall be charged to cover general office costs.

Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by Stibbe New York B.V. are exclusive of VAT and exclusive of any other tax, surcharge or similar increase that a client, payer or Stibbe New York B.V. is obliged to pay under applicable laws or regulations or that Stibbe New York B.V. is obliged to charge. If Stibbe New York B.V. incurs any costs, charges, or write-offs as a result of unilaterally imposed or electronically to be accepted terms and conditions for billing (e.g. e-billing), these will be passed on to the client. The services rendered shall in principle be charged to the client on a monthly basis, subject to payment within 14 days from the date of the invoice. If Stibbe New York B.V. issues invoices at other intervals, our fees remain due and payable. If we have more than one client for an engagement, each client is a joint and several debtor of our fees.
10. These general conditions apply to all instructions accepted by Stibbe New York B.V., including any follow-up instructions and further client assignments. The Dutch text of these general conditions shall prevail in the event of any ambiguity or any differences between the English text and the Dutch text. These general conditions have been deposited at the Court Registry of the Amsterdam District Court under number 35/2021, and are also available to download from the Stibbe website: www.stibbe.com/generalconditions. The general conditions of our clients or any third party, if any, do not apply and are expressly rejected.
11. The agreement to carry out the instructions referred to in article 3, and all legal relationships that are related therewith, are exclusively governed by Dutch law with the exception of rules of international private law, which may lead to the applicability of the laws from other jurisdictions.
12. Unless stipulated otherwise in article 2 of these general conditions, any disputes that are related to our services shall in the first instance be exclusively decided by the competent court in Amsterdam, the Netherlands. The term disputes shall be deemed to include disputes that are wholly or partially based on non-contractual principles or relate to the nullity, nullification or existence of any legal act or agreement.

Please refer to our website for more information about us and our services (including information on relevant bar associations and other professional organisations, complaints procedures, disclosure obligations and the coverage of our insurance): www.stibbe.com/importantinformation