

GENERAL CONDITIONS

1. SarisLaw is a sole proprietorship organised under Dutch law and established in The Hague (Commercial Register number 84004657).
2. If you are not satisfied with our services for any reason, we would like to hear from you. All services of SarisLaw are subject to SarisLaw's Complaints Procedure, available at www.sarislaw.com.
3. All instructions from clients are accepted and carried out solely by SarisLaw, even if it is the client's express or implied intention that instructions be carried out by one or more specific persons associated with SarisLaw. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded. Only the direct client of SarisLaw can derive any rights from the services of SarisLaw. In these general conditions, "persons associated with SarisLaw" means any legal or natural person who works or has worked directly or indirectly for SarisLaw, including current or former contractors (*opdrachtnemers*) and advisers.
4. Except to the extent that liability cannot be limited, all liability of SarisLaw, persons associated with SarisLaw 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, is limited in aggregate to the amount paid out, if any, under the applicable liability insurance policy - at HDI Global Specialty SE, the Netherlands, PO Box 925, 3000 AX Rotterdam, the Netherlands - 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 SarisLaw 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 the course of providing its services, SarisLaw may engage third parties, including bailiffs, experts, other law firms, couriers and translators. SarisLaw 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. SarisLaw will exercise the necessary due care in its selection of third parties and such digital services. SarisLaw is not liable for any acts or omissions of any third parties or for any damage or loss ensuing from the use of any digital services. SarisLaw is authorised to accept, for itself and 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. SarisLaw excludes all liability that is in any way directly or indirectly related to or resulting from the insolvency of or any other default of any bank, financial institution or other third party, or the reduction in or loss of ability to use, operate or access any computer system, network or data, or any 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 SarisLaw, 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 SarisLaw (to the extent that no separate agreements or general conditions apply) or their respective legal successors. The client indemnifies SarisLaw 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 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, SarisLaw must ascertain the client's identity and, under certain circumstances, report unusual transactions to the relevant authorities without informing the client. SarisLaw 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). The foregoing may also apply to other persons directly or indirectly involved in carrying out the instructions from the client.
8. SarisLaw exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law.
9. Unless otherwise agreed, the fees of SarisLaw shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established annually by SarisLaw. Costs paid for by SarisLaw on behalf of the client (including negative interest and banking charges relating to any third-party funds) shall be charged separately.

Unless explicitly indicated otherwise, all amounts invoiced or mentioned by SarisLaw are exclusive of VAT and exclusive of any other tax, surcharge or similar increase that a client, payer or SarisLaw is obliged to pay under applicable laws or regulations or that SarisLaw is obliged to charge. If SarisLaw 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 SarisLaw issues invoices at other intervals, our fees remain due and payable. If SarisLaw has 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 SarisLaw, 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 The Hague District Court under number 29/2022 and are also available to download from www.sarislaw.com. The general conditions of the clients of SarisLaw 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 aspects of the related legal relationship, are exclusively governed by Dutch law.
12. Unless stipulated otherwise in article 2 of these general conditions, any disputes related to the services by SarisLaw shall in the first instance be exclusively decided by the competent court in The Hague, 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.