

GENERAL TERMS AND CONDITIONS OF LINK LEGAL

1 GENERAL TERMS AND CONDITIONS

1.1 General

(a) These general terms and conditions apply to every agreement for services between a Client and Link Legal.

(b) In these terms and conditions:

"Client" means the person engaging Link Legal to provide services; and

"Link Legal" means Link Legal, a sole proprietorship established in Oegstgeest, the Netherlands, and registered in the Dutch Trade Register under number 71389997.

(c) These general terms and conditions are available in Dutch and English. Both versions have the same legal force.

1.2 Engagement

(a) An agreement for services between a Client and Link Legal will only come into existence when Link Legal or Linda Dudink accepts a Client's instructions.

(b) If Link Legal is engaged to provide services together with another person, legal entity or firm, Link Legal will only be liable for the performance of those obligations that are explicitly Link Legal's obligations. Article 7:404 and 7:407(2) of the Dutch Civil Code will not apply.

(c) The Client shall provide Link Legal with any information, which Link Legal or third parties or banks engaged by it need in order to meet any obligations to establish the identity of Clients and persons affiliated with Clients, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (Wet ter voorkoming van witwassen en financieren van terrorisme). Link Legal has an obligation to report unusual transactions to the authorities.

(d) Under Council Directive (EU) 2018/822 of 25 May 2018, Link Legal is obliged to file information on reportable cross-border arrangements with the tax authorities in certain circumstances.

1.3 Invoice

(a) The Client will owe Link Legal the agreed fee. If no fee has been agreed, the Client will owe a fee based on Link Legal's standard rates.

(b) Expenses incurred by Link Legal (including courier, travel and accommodation costs, registration and court fees, and costs, including interest, charged by persons not affiliated with Link Legal and banks) will be for the Client's account.

(c) Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided Link Legal with a valid VAT number, or is established outside the European Union.

(d) The Client may notify Link Legal of any objections to an invoice for 21 days after the date of the invoice. If the Client fails to do this, the invoice will be deemed to have been accepted.

(e) The Client shall pay all invoices within 21 days of the invoice date.

1.4 Liability

(a) Link Legal's liability is limited to the amount that is paid out for the relevant claim under Link Legal's insurance, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to the amount of the fees charged for the relevant services.

(b) Every compensation claim will expire 1 year after the date on which the Client became aware of the damage and of Link Legal's liability for the damage.

(c) The professional liability of Linda Dudink is limited as set out in the first sentence of paragraph (a) above. Any other liability of Linda Dudink is excluded.

(d) The Client indemnifies Link Legal and Linda Dudink against any claims made by third parties and any other damage suffered by Link Legal or Linda Dudink in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Link Legal's insurance, plus the applicable excess. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This paragraph is an irrevocable third-party clause.

1.5 Engaging third parties

(a) In providing the services, Link Legal may engage persons not affiliated with Link Legal (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. Link Legal may engage those persons in its own name or, as an authorised representative, in the Client's name.

(b) The Client is bound by the conditions agreed between Link Legal (in its own or the Client's name) and the other persons engaged by Link Legal. Link Legal is not liable for any damage caused by any action or omission of other persons engaged by it.

1.6 Confidentiality and files

(a) Link Legal and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services. Link Legal and the Client shall take reasonable measures to ensure this.

(b) Paragraph (a) above does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of Link Legal, where disclosure is desirable with a view to providing the services.

(c) Link Legal shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, Link Legal may destroy documents without notifying the Client.

1.7 Termination of the engagement

(a) The Client may terminate the engagement at any time, but only by giving written notice to Linda Dudink.

(b) Link Legal may terminate the engagement by giving the Client 14 days' prior notice, or immediate notice if the Client does not pay an invoice within 21 days of the due date, but always only by giving notice in writing.

(c) If the engagement is terminated, the Client will owe the fees for the work carried out by Link Legal before the end of the engagement and for any subsequent work that Link Legal may need to do in order to transfer the matter to the Client or a third party.

1.8 Governing law; complaints and disputes

(a) The agreement for services (including paragraph (c) below) and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.

(b) The Amsterdam District Court, the Netherlands, has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual obligations.

(c) Paragraphs (a) and (b) above apply equally to non-contractual obligations of Linda Dudink that arise out of, or are connected with, the agreement for services. This paragraph is an irrevocable third-party clause.

2 PERSONAL DATA

(a) Terms defined in the General Data Protection Regulation ("GDPR") have the same meaning in this article 2.

(b) The Client shall indemnify Link Legal and Linda Dudink against any claims made by third parties and any other damage suffered by Link Legal or Linda Dudink in connection with an alleged unlawful processing of personal data in the course of the engagement, to the extent that Link Legal has received these personal data from the Client or at the Client's instruction.

(c) 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. Link Legal shall be the contact point for data subjects exercising their rights under the GDPR towards Link Legal.

(d) 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 in the course of the engagement. The Client and Link Legal will consult with each other before submitting any notification to supervisory authorities and data subjects.

(e) 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 in the course of the engagement.