

1. Applicability

- 1.1 LegalTeams is a trade name of LP Management Group B.V. This company is registered as a private company with limited liability in the trade register of the Chamber of Commerce with number 82586071. LegalTeams provides legal project management services.
- 1.2 These general terms and conditions apply to the legal relationship between LegalTeams and the client and apply to the execution of assignments by or on behalf of LegalTeams, including its project managers, employees, directors and/or other (legal) persons who are involved with LegalTeams. These general terms and conditions also apply to the order confirmation by LegalTeams to the client and to the (GDPR-)processing agreement (“*verwerkersovereenkomst*”) between LegalTeams and the client.
- 1.3 LegalTeams may involve third parties in the execution of an assignment on behalf of the client, subject to the prior consent of the client. The operation of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded.
- 1.4 The general terms and conditions of the client do not apply to the assignment of LegalTeams.
- 1.5 These general terms and conditions are available in the Dutch and English language and can be visited at www.LegalTeams.nl. For the legal interpretation of these terms and conditions, the Dutch version shall be binding.

2. WWFT, duty to provide information and confidentiality

- 2.1 The Money Laundering and Terrorist Financing (Prevention) Act (in Dutch: “Wet ter voorkoming van witwassen en financieren van terrorisme” or in short “Wwft”) may apply for the services rendered by third parties (consultants) involved, in projects LegalTeams is involved as project manager representing the client. If requested by the client LegalTeams can assist in meeting the compliance requirements from those consultants, imposed by the forementioned regulations. In such LegalTeams uses Regulatory Lab to assist the client. The costs of this engagement is for the account of the client.
- 2.2 When entering into and/or continuing an assignment by LegalTeams, the client must always truthfully provide LegalTeams with all necessary information, facts and circumstances that are relevant to the execution of the assignment.
- 2.3 LegalTeams shall not be responsible for KYC investigation and/or compliance by third parties (Consultants) of any kind, specifically in regard of Wwft or the GDPR defined obligations.
- 2.4 LegalTeams shall maintain confidentiality of any and all information concerning the client which has become available to LegalTeams in the context of its assignment.

3. Rates, costs and invoices

- 3.1 All rates and costs of LegalTeams regarding its assignment are stated in the order confirmation of LegalTeams. LegalTeams is not liable for any costs of consultants engaged in the assignment by and in the name of the client.
- 3.2 When entering into the assignment as well as during its execution, LegalTeams may request an advance payment for services to be performed. LegalTeams may suspend its services if the client does not timely meet its payment obligations or does not comply with a request for advance payment.
- 3.3 Judicial and extrajudicial collection costs for unpaid invoices shall be for the account of the client insofar as the laws and regulations allow such. Extrajudicial collection costs shall equal a fixed amount of 15% of the due and payable principal sum. LegalTeams reserves its right to recover the actual collection costs incurred in full.

4. Limitation of Liability, Insurance and Forfeiture

- 4.1 The client shall indemnify LegalTeams and its associated entities and persons against any and all consequences of third party claims, including claims of professional advisors

and organizations that are engaged by the client in the execution of the assignment, insofar as such claims are related to imputable acts or omissions by LegalTeams that are covered under the insurance policy.

- 4.2 The aggregate liability of LegalTeams and any entity or person involved in the execution of the assignment of LegalTeams shall be limited as set forth in the order confirmation of LegalTeams.
- 4.3 If no insurance cover or payment shall be received, the liability of LegalTeams and any entity or person involved in the execution of the assignment of LegalTeams towards all clients shall in aggregate be limited to twice the fee charges and received by LegalTeams in the matter at hand and to a total maximum amount of € 50,000.
- 4.4 LegalTeams may unilaterally agree to adjustment of the scope and conditions of its insurance policy. If such adjustment would be deemed insufficient by the client, then LegalTeams may seek to negotiate specific additional insurance coverage at the expense of and in consultation with the client or, alternatively LegalTeams and the client may each terminate unilaterally the assignment.
- 4.5 Information on the insurance of LegalTeams shall be made available at request of the client.
- 4.6 Any claim against LegalTeams and any entity or person involved in the execution of the assignment of LegalTeams, unless such claim would have been explicitly recognized in writing by LegalTeams, shall be time-barred upon expiration of twelve months after the occurrence of the event and the client's familiarity therewith.
- 4.7 The limitation of liability pursuant to the order confirmation and these general terms and conditions for the benefit of LegalTeams shall also represent an irrevocable and free-of-charge third-party stipulation as per Article 6:253 Dutch Civil Code for the benefit of any and all entity or person involved in the execution of the assignment, as well as any director and shareholder thereof.

5. Data management and archiving

- 5.1 The management and processing of data in connection with an assignment is subject to the GDPR processing agreement with the client concluded for purposes hereof and is subject to the privacy regulations of LegalTeams, which can be visited at www.LegalTeams.nl.
- 5.2 Upon termination of the assignment, LegalTeams will digitally archive the related information structured as a file and with due observance to mandatory applicable privacy legislation.
- 5.3 LegalTeams will not keep any original paper documents and will hand over these documents to the client prior to archiving.
- 5.4 LegalTeams is entitled to destroy digitally archived information ten years after the date of archiving without notice to the client. Upon such destruction of information, the client or his legal successor(s) cannot invoke facts and circumstances that should emerge from the destroyed information vis-à-vis LegalTeams and any entity or person involved in the assignment of LegalTeams. In respect of the existence and content of destroyed information, the burden of proof shall rest on the client or others than LegalTeams and any entity or person involved in execution of the assignment.

6. Applicable law and disputes.

- 6.1 The legal relationship between LegalTeams and the client is exclusively governed by Dutch law.
 - 6.2 Disputes will be settled exclusively by the competent court in Amsterdam.
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