

1. GENERAL

- 1.1 Lemon Legal B.V. (**Lemon Legal**) is a private limited liability company incorporated under the laws of the Netherlands. Lemon Legal is part of an alliance of (practice) companies acting under the name Sørensen Advocaten, a law firm established in Rotterdam, the Netherlands. Lemon Legal is registered in the Dutch Trade Register under number 62110691, VAT number 8546.57.538 and is established in The Hague, the Netherlands.
- 1.2 All services (to be) performed by, and all orders to, Lemon Legal are subject to these general terms and conditions of Lemon Legal.

2. PERFORMANCE OF SERVICES

- 2.1 Lemon Legal provides its services exclusively for its own risk and account. Solely Lemon Legal is the contracting party of the client and not the persons and/or legal entities related to or associated with Lemon Legal, even if it is the client's intention that an assignment is carried out by a specific person associated with Lemon Legal. Articles 7:404 and 7:407 sub 2 of the Dutch Civil Code are excluded.
- 2.2 All persons and/or legal entities related to or associated with Lemon Legal, among which its attorneys, are not personally bound or liable. Any liability of persons and/or legal entities (in)directly associated with Lemon Legal (including its employees, attorneys and their (practice) companies) is excluded.
- 2.3 The persons and/or legal entities who are directly or indirectly shareholder of Lemon Legal may be referred to as "partner" of Sørensen Advocaten and/or of Lemon Legal or with similar expressions. These persons and/or legal entities act exclusively for the risk and account of Lemon Legal. Other persons who are directly or indirectly shareholder of (practice) companies which are part of the alliance of Sørensen Advocaten, may also be referred to as "partner" of Sørensen Advocaten or with similar expressions, but these persons and/or legal entities act exclusively for the risk and account of their own respective (practice)

companies.

- 2.4 These general terms and conditions as well as any other conditions agreed upon with the client are stipulated for and may be relied upon by Lemon Legal and by any persons and/or legal entities directly or indirectly associated or formerly associated with Lemon Legal and their legal successors or involved in the performance of the services by or on behalf of Lemon Legal in any manner. Where appropriate, any reference to Lemon Legal should be read as a reference to the person and/or legal entity concerned.
- 2.5 Lemon Legal only advises according to, and from the perspective of, Dutch law.
- 2.6 Legal advices rendered by Lemon Legal are solely addressed to the client. Third parties may not rely on or derive any rights from services provided to the client or the result therefrom.

3. LEGAL FEES AND INVOICES

- 3.1 The hourly rate of Lemon Legal is excluding VAT, if applicable, and excluding disbursements (e.g. court fees, bailiff fees, courier costs as well as other non-office disbursements and out-of-pocket expenses, such as travel and accommodation costs). Lemon Legal is entitled to amend its rates annually, as per the first of January.
- 3.2 Unless agreed otherwise, the services of Lemon Legal are charged on the basis of time spent (i.e. by multiplying the number of hours spent with the hourly rate).
- 3.3 Lemon Legal invoices monthly throughout its engagement. Statements are due within 14 days after the invoice date. The client is not entitled to suspend or set-off against, its payment obligations. Payments in cash are not accepted by Lemon Legal. Invoices are sent by email only.
- 3.4 Lemon Legal may at all times require the client to pay a retainer. Lemon Legal is entitled to settle such retainer against outstanding invoices at any time at the discretion of Lemon Legal.

4. ENGAGEMENT OF THIRD PARTIES

- 4.1 Where in the context of the engagement, outside advisors or experts (such as other attorneys, bailiffs, civil law notaries, accountants, translators and other experts) need to be retained, Lemon Legal shall engage third parties on behalf of the client. In such event, Lemon Legal is entitled to agree on the terms of their engagement on behalf of the client, among which the terms in relation to limitation of liability, choice of law and jurisdiction.
- 4.2 Lemon Legal is not liable for any damage caused by third parties engaged by it. Lemon Legal is not responsible for payment of such third parties and it shall request third parties to submit their invoices directly to the client. In certain circumstances, Lemon Legal may pay these invoices on behalf of the client. Payments made to third parties on behalf of the client, are charged to the client as incurred.

5. LIMITATION OF LIABILITY

- 5.1 Any liability of Lemon Legal shall be limited to the amount paid out in that specific case under the professional liability insurance policy taken out by Lemon Legal, to be increased by the deductible applicable under such insurance policy. A copy of the policy shall be sent to the client upon its first request. If for any reason the insurance does not result in any payment, any liability of Lemon Legal is limited to the amount that is equal to two times the amount invoiced and received by Lemon Legal for services rendered (excluding VAT) in the relevant matter in the 12 months preceding the day on which the liability arose, with a maximum of EUR 20,000. Lemon Legal is in no event liable for indirect or consequential damages, which at least includes: loss of turnover, loss of profit and delay damages.
- 5.2 Claims for compensation of damage will expire 12 months after the date on which the client became aware of the damage and Lemon Legal as the liable party.

6. MISCELLANEOUS

- 6.1 To all services rendered by Lemon Legal the complaints' regulation of Sørensen Advocaten applies. This complaints' regulation can be consulted on the website of Sørensen Advocaten at www.sorensenadvocaten.nl.
- 6.2 Pursuant to Dutch law, all legal and financial services providers, including Lemon Legal, are required to dispose of certain information and documents regarding the identity of their clients. In view of such identification, the client must provide all documents and information upon first request of Lemon Legal.
- 6.3 If any provision of these general terms and conditions shall be held invalid or non-binding, or shall be annulled, the other provisions of these general conditions remain in full force and effect. In such event, Lemon Legal shall replace the invalid, non-binding or annulled provision by a valid provision which expresses the initial meaning of Lemon Legal as much as possible.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 The relationship between a client and Lemon Legal shall be governed by the laws of the Netherlands.
- 7.2 Any disputes between the client and Lemon Legal shall be exclusively resolved by the competent court in Rotterdam, the Netherlands.