# GENERAL TERMS AND CONDITIONS OF SERVICE

## Swaab Juridisch Project Management B.V.

*(version November 2026)*

Swaab Juridisch Project Management B.V., trading as Swaab Legal Project Management ("Swaab"), has its registered office in The Hague, the Netherlands, and is registered with the Dutch Trade Register (Handelsregister) under number 51450259. "Services" means legal advice, interim legal support, legal project management and related services performed by Swaab under an engagement; "Client" means the party engaging Swaab for Services; "Engagement Letter" means the written record of an engagement, including any subsequent written amendments.

### 1. Application

1.1 These General Terms and Conditions apply to every proposal, engagement and other legal relationship between Swaab and the Client, unless the parties expressly agree otherwise in writing (including by email).

1.2 Every engagement is accepted and performed exclusively by Swaab, even where it is the express or tacit intention that the engagement be performed by a specific person; Sections 7:404 and 7:407(2) of the Dutch Civil Code do not apply. Persons engaged by or on behalf of Swaab perform the Services exclusively on behalf of Swaab and accept no personal liability towards the Client. Every provision of these General Terms and Conditions may also be invoked, irrespective of the legal basis of the claim, by Swaab's direct and indirect directors and by any person engaged by or on behalf of Swaab.

1.3 Swaab expressly rejects the applicability of any general (purchasing) terms and conditions of the Client, unless Swaab has accepted them in writing.

### 2. Engagement

2.1 The content and scope of the engagement are set out in the Engagement Letter. In the event of any conflict, the Engagement Letter prevails over these General Terms and Conditions.

2.2 Swaab performs the Services as an independent service provider. Nothing in the engagement creates an employment relationship, partnership, agency or joint venture. Any change to the content or scope of the engagement may result in an adjustment of the fees, the planning and the resources to be deployed.

### 3. Professional Standard

3.1 Swaab performs the Services with the care, expertise and skill that may reasonably be expected of a specialised legal adviser. Unless expressly agreed otherwise in writing, Swaab's obligations are obligations of best efforts (inspanningsverplichting) and not obligations of result. Swaab is not a law firm; no legal professional privilege (verschoningsrecht) applies to its services.

3.2 Swaab independently determines the manner in which the engagement is performed, taking due account of the legitimate interests of the Client. Swaab may decline or terminate an engagement in the event of a conflict of interest, a conflict with applicable law or other circumstances that would reasonably impede its independent performance.

### 4. Confidentiality

4.1 Each party shall keep confidential all confidential or commercially sensitive information that it receives from or about the other party in connection with the engagement, and shall take reasonable technical and organisational measures to protect such information against unauthorised access.

4.2 Such information may only be disclosed where required by law or by order of a competent authority, where reasonably necessary for the performance of the engagement, or with the prior written consent of the other party. This Article survives termination of the engagement.

### 5. Data Protection

5.1 To the extent that Swaab processes personal data on behalf of the Client, it shall do so in accordance with the GDPR (AVG), take appropriate security measures and notify the Client without delay of any personal data breach affecting such data. Where required by law, the parties shall enter into a separate data processing agreement, which prevails over these General Terms and Conditions on that subject.

**6. Use of Third Parties**

6.1 Swaab may engage third parties to the extent reasonably necessary for the engagement, exercising due care in their selection, and is authorised to accept, also on behalf of the Client, any limitation of liability applied by such third parties. Swaab is not liable for any act or omission of such third parties, except to the extent that the damage is the direct result of intent or gross negligence on the part of Swaab in selecting them.

**7. Liability**

7.1 Swaab's liability is limited to direct damage resulting directly from an attributable failure (toerekenbare tekortkoming) in the performance of the engagement, and does not include indirect or consequential damage, loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill or loss of data, irrespective of the legal basis of the claim.

7.2 Swaab's total liability per event (or series of related events) is limited to the amount actually paid out in respect thereof under Swaab's professional liability insurance, increased by the applicable deductible. If for any reason no payment is made under that insurance, such liability is limited to the fees paid or payable by the Client for the Services under the relevant engagement in the six (6) months preceding the event, up to a maximum of thirty-five thousand euros (EUR 35,000).

7.3 A claim against Swaab lapses unless it is notified in writing within three (3) months after the Client became aware, or should reasonably have become aware, of it, and unless proceedings are instituted within one (1) year thereafter. In any event, and irrespective of the Client's awareness of the claim, any right of action against Swaab lapses three (3) years after the act or omission giving rise to the claim.

7.4 This Article does not limit liability for damage resulting from intent or deliberate recklessness on the part of Swaab's management, nor any other liability to the extent that its limitation is not permitted under mandatory law.

**8. Indemnity**

8.1 The Services are performed exclusively for the benefit of the Client; third parties cannot derive any rights from them. The Client indemnifies Swaab and the persons engaged by it against third-party claims (including reasonable legal costs) arising from or relating to the engagement, except to the extent that such claims are the direct result of intent or gross negligence on the part of Swaab.

**9. Fees and Payment**

9.1 Unless agreed otherwise, Swaab invoices periodically for Services performed and expenses incurred; fees are exclusive of VAT and other levies.

9.2 Invoices are payable within twenty-one (21) days of the invoice date, without set-off, suspension or deduction, unless mandatory law provides otherwise. In the event of late payment, the Client owes statutory commercial interest (wettelijke handelsrente) and reasonable collection costs, without any notice of default being required. Swaab may suspend the Services for non-payment after reasonable notice.

**10. Intellectual Property**

10.1 All intellectual property rights in methodologies, models, know-how and other materials developed or used by Swaab in performing the Services vest exclusively in Swaab or its licensors. Upon full payment for the relevant Services, the Client obtains a non-exclusive, non-transferable right to use the deliverables produced specifically for it for the purposes for which they were produced.

**11. Anti-Bribery and Sanctions**

11.1 Each party shall comply with applicable anti-bribery and sanctions laws and shall not involve any sanctioned person or entity in the performance of the engagement. Swaab may decline or suspend an engagement to the extent reasonably necessary to comply with such laws.

**12. Termination**

12.1 Either party may terminate an engagement by written notice, subject to a notice period of thirty (30) calendar days. Termination does not affect the Client's obligation to pay for Services performed and expenses incurred before termination, nor any provision which by its nature is intended to survive termination.

12.2 Neither party is liable for any delay in or failure to perform its obligations as a result of circumstances reasonably beyond its control (force majeure, Section 6:75 of the Dutch Civil Code); if such circumstances continue for more than 60 days, either party may terminate the affected engagement without liability.

12.3 After termination, and provided that all outstanding invoices have been paid, Swaab shall, upon the Client's written request, provide the Client with the documents belonging to the Client that are reasonably necessary for the orderly continuation of the matter by the Client or a successor adviser. Swaab retains files for seven (7) years after termination of the engagement and is entitled to destroy them thereafter.

**13. Governing Law and Jurisdiction**

13.1 These General Terms and Conditions and every engagement are governed exclusively by Dutch law. Any dispute shall be submitted exclusively to the competent court in The Hague, the Netherlands.

**14. Miscellaneous**

14.1 If any provision proves to be void or unenforceable, the remaining provisions remain in full force and effect, and the parties shall replace the void provision with a valid provision that reflects the purpose of the original provision as closely as possible. Failure or delay in exercising any right does not constitute a waiver of that right.

14.2 These General Terms and Conditions also apply to all follow-up engagements between the parties and, together with the applicable Engagement Letter, constitute the entire agreement between the parties on the relevant subject matter, superseding all prior agreements on that subject.

14.3 These General Terms and Conditions are available in Dutch and English; in the event of any inconsistency, the Dutch version prevails.

*Filed with the Netherlands Chamber of Commerce (Kamer van Koophandel) in The Hague (November 2026)*