Hoboken
law firm

General Terms and Conditions of Hoboken law firm

1. Hoboken law firm

1.1 Hoboken law firm (**Hoboken**), registered in the trade register of the Dutch Chamber of Commerce under number 30269017, and with VAT-number NL812.669.800.B01, is a civil law partnership (*maatschap*) of natural persons and/or private limited liability companies (*besloten vennootschappen met beperkte aansprakelijkheid*) whose purpose is to practice law.

1.2 A list of partners will be provided to the client on request. The attorneys that work at Hoboken are admitted to the Netherlands Bar Association (*Nederlandse Orde van Advocaten*), Prinses Beatrixlaan 5, 2595 AK Den Haag, the Netherlands.

2. Applicability

2.1 These general terms and conditions apply to all present and future engagements assigned by the client to Hoboken.

2.2 These general terms and conditions shall also be irrevocably for the benefit of the partners of the civil-law partnership, employees of Hoboken, third parties engaged by Hoboken and any and all persons and/or legal entities for whose acts and omissions Hoboken may be liable.

2.3 These general terms and conditions apply unless expressly agreed otherwise in writing.

2.4 The applicability of any general terms and conditions of the client is expressly rejected.

3. Engagement

3.1 All engagements are accepted and carried out exclusively by Hoboken. This also applies if it is expressly or implicitly intended that an engagement be performed by a specific person. Sections 7:404 and 407 (2) of the Dutch Civil Code are expressly excluded.

3.2 Hoboken performs its services exclusively for the client; third parties cannot derive any rights therefrom.

3.3 Hoboken is entitled to engage third parties in the performance of an engagement. Where possible, such engagement will take place in consultation with the client. Hoboken is authorized to accept limitations of liability stipulated by such third parties.

3.4 The client indemnifies Hoboken against any and all claims for damages by third parties in connection with the services performed for the client, including the costs of defense against such claims.

3.5 Upon termination of an engagement, Hoboken shall return the original documents contained in the file to the client. Hoboken will retain its file for a period of seven (7) years from the date of termination of the engagement.

4. Termination of engagement and suspension of work

4.1 The client may terminate the engagement at any time. Hoboken may terminate the engagement if the client fails to fulfil its obligations towards Hoboken, in the event of a conflict of interest, or if continuation of the engagement can no longer reasonably be expected of Hoboken.

4.2 If the client fails to fulfil its obligations towards Hoboken, Hoboken shall be entitled, without prejudice to its right of termination, to suspend its services.

5. Fees and payment

5.1 Fees for Hoboken's services are generally calculated on the basis of hours spent multiplied by the hourly rates applied by Hoboken, or on the basis of a fixed fee per service rendered. Hourly rates will be provided upon request, are exclusive of VAT and disbursements, and may be adjusted periodically. A surcharge of 6% shall be added to cover office expenses such as postage, telephone, and copying costs.

5.2 Disbursements, such as court fees and costs of third parties engaged, shall be borne by the client.

5.3 Hoboken will in principle issue invoices on a monthly basis. Payment must be made within fourteen (14) days of the invoice date.

5.4 Any complaints regarding invoices must be submitted in writing within fourteen (14) days of the invoice date, failing which the right to contest the invoice lapses.

5.5 The client is not entitled to suspend payment of Hoboken's invoices or to set off such invoices.

5.6 In the event of late payment, the client shall be liable for statutory interest as well as reasonable extrajudicial or collection costs, without prejudice to Hoboken's right to claim judicial costs.

5.7 Hoboken is at all times entitled to require the client to provide security for payment in the form of a retainer or advance. Such retainer/advance shall be offset against outstanding invoices upon termination of the engagement, and any remaining balance shall be refunded to the client.

6. Limitation of liability

6.1 Any and all liability of Hoboken is limited to the amount that is paid out in the relevant matter under the professional liability insurance taken out by Hoboken, plus the amount of the excess (*eigen risico*) which is borne by Hoboken under the insurance policy. A copy of the insurance policy and confirmation of insurance coverage will be provided to the client on request. If, for any reason, no payment is made under such insurance, the liability of Hoboken is limited to five (5) times the fee invoiced and paid in connection with the relevant engagement in the calendar year giving rise to the damage excluding any and all disbursements, and with a maximum of EUR 100.000 .

6.2 Notwithstanding the foregoing, any liability of Hoboken for shortcomings for third parties engaged shall be limited to the amount that could have been recovered from such third party in a direct claim of the client, taking into account any limitation of liability of that third party

6.3 Any claim for damages vis-à-vis employees or partners of Hoboken, affiliated persons or legal entities, or directors of the entities through which professionals perform their services, is excluded. These general terms and conditions apply in full for the benefit of such persons, who may at all times invoke this third-party clause.

6.4 The right to compensation shall lapse one (1) year after the client became aware, or should reasonably have become aware, of the damage and Hoboken's alleged liability.

7. Governing law and disputes

7.1 All engagements are governed by Dutch law.

7.2 Hoboken has a company complaint settlement scheme, which is available at www.hoboken.nl.

7.3 Any disputes between the client and Hoboken shall in the first instance be exclusively submitted to the competent court in Rotterdam, the Netherlands, without prejudice to Hoboken's right to bring a dispute before any other court having jurisdiction under applicable international rules.

8. Anti-Money Laundering and Counter-Terrorist Financing

8.1 Pursuant to the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wwft*), Hoboken is required to verify the identity of its clients and, under certain circumstances, to report unusual transactions to the relevant authorities.

9. Availability and status of the English translation of these general terms and conditions

9.1 These general terms and conditions are available in Dutch and English. The Dutch version prevails in the event of a discrepancy between the Dutch and English versions.

9.2 These general terms and conditions are dated 11 May 2026 and have been filed with the Dutch Trade Register (*Kamer van Koophandel*).