

GENERAL TERMS AND CONDITIONS OF WISE LAW BV

Revision date: 1 January 2026

Article 1 – Identity of Wise Law, Applicability and Publication

1.1 Wise Law BV (“Wise Law”) is a private limited liability company incorporated under the laws of the Netherlands, having its registered office at Javalaan 414, 2721 KE Zoetermeer, the Netherlands.

1.2 These General Terms and Conditions apply exclusively to every engagement accepted by Wise Law, including follow-up instructions, supplementary work and all legal and non-legal services performed by Wise Law.

1.3 The (partial) invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity and enforceability of the remaining provisions.

1.4 These General Terms and Conditions are filed with the Dutch Chamber of Commerce and may be consulted at www.wiselaw.nl. A copy will be provided free of charge upon request.

1.5 Operational Structure - Wise Law is not registered as a law firm with the Dutch Bar Association, as its work is predominantly international and multidisciplinary, and is carried out in cooperation with licensed attorneys, civil-law notaries, bailiffs and other regulated professionals worldwide. Where Wise Law deploys such professionals, they act under their own statutory and regulatory frameworks. Wise Law voluntarily upholds the principles of integrity, independence and professionalism as reflected in the Dutch Rules of Professional Conduct.

Article 2 – Engagements

2.1 All proposals, fee quotations or offers issued by Wise Law are non-binding unless expressly stated otherwise. A proposal automatically lapses if not accepted in writing within seven (7) days, unless otherwise agreed.

2.2 An engagement is concluded only when Wise Law has received a written confirmation of acceptance from the client, or when Wise Law has commenced performance of the engagement.

2.3 Every engagement constitutes a best-efforts obligation, not an obligation to achieve a specific result. Wise Law determines, at its discretion, the manner in which legal or extra-judicial services are performed.

2.4 The client must provide all information relevant to the execution of the engagement in a timely and accurate manner.

2.5 All engagements are accepted and performed exclusively by Wise Law as a legal entity, even where it is

the express or implied intention that the engagement be carried out by a specific individual. The operation of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

2.6 If the assistance of bailiffs, civil-law notaries, external attorneys or other third parties is required for the performance of the engagement, Wise Law may engage such persons and charge the related costs to the client. Wise Law will consult the client in advance when third-party engagement (other than bailiffs or emergency assistance) is reasonably possible.

2.7 Wise Law may refer the engagement, in whole or in part, to competent third parties (including foreign attorneys and specialists), in line with its operational model as an international legal intermediary.

2.8 Either party may terminate the engagement at any time in writing (registered mail). All outstanding invoices become immediately due and payable upon termination.

Article 3 – Fees and Rates

3.1 Unless otherwise agreed, services are invoiced based on time spent multiplied by the hourly rates set by Wise Law. Rates may be adjusted periodically. Work is recorded in units of at least ten (10) minutes. Time records are deemed accepted unless disputed in writing within ten (10) days of dispatch.

3.2 Alternative fee arrangements may be agreed, including subscriptions, fixed fees, *no cure no pay* or *no cure less pay* arrangements. Where such terms apply, all cost reimbursements (including legal aid compensation and penalty payments) shall accrue to Wise Law. If the client terminates the engagement early, hourly fees revert to Wise Law’s standard rates.

3.3 Unless agreed otherwise, rates are exclusive of 5% office surcharge, VAT and third-party disbursements, including court fees, bailiff costs, government levies, extracts, courier or registered post charges.

3.4 Wise Law may at any time require an advance payment. Work may commence only after the requested advance has been paid. Advances will be settled with subsequent invoices or the final invoice.

3.5 Work performed outside regular office hours (Monday–Friday 10:00-17:00 CET) at the client’s request is subject to surcharges:

- +25% for overtime before or after office hours;
- +50% for weekends and public holidays.

3.6 Wise Law may increase the agreed rate if the originally anticipated scope of work proves inadequate and Wise Law cannot reasonably be expected to perform the assignment at the original rate.

Article 4 – Payment and Consequences of Late Payment

4.1 Invoices are issued periodically. Payment is due within seven (7) days unless otherwise expressly agreed. Wise Law may shorten payment terms at its discretion.

4.2 The client must notify Wise Law in writing within fourteen (14) days if disputing an invoice.

4.3 The client may not apply set-off or suspension of payment.

4.4 If payment is overdue, the client is in default by operation of law and owes contractual interest of 1% per month on the outstanding amount.

4.5 After non-payment, Wise Law will issue a written reminder granting 14 days for payment. If payment remains outstanding, Wise Law may charge extrajudicial collection costs of 15% of the principal sum (minimum EUR 40).

4.6 Wise Law may suspend work until all overdue amounts are paid, without liability for resulting damages.

Article 5 – Return of Documents

Documents belonging to the client will be returned upon request once all outstanding invoices have been paid.

Article 6 – Liability

6.1 Any liability of Wise Law is limited to the amount paid out under its professional liability insurance, including the deductible.

6.2 If, for any reason, no insurance payment is made, Wise Law's liability is limited to the amount invoiced for the engagement, up to a maximum of EUR 5,000.

6.3 Wise Law is not liable for damage resulting from incorrect or incomplete information provided by the client.

6.4 Wise Law is not liable for indirect or consequential damages, including business interruption, lost profits or loss of opportunities.

6.5 All client claims expire unless submitted in writing within three (3) months after the client became aware (or

reasonably should have become aware) of the facts underlying the claim, and in any event five (5) years after the latest invoice date.

6.6 Wise Law is not liable for shortcomings of third parties engaged by or on behalf of Wise Law, such as external attorneys, notaries, bailiffs or experts. Wise Law may accept limitations of liability imposed by such third parties on behalf of the client.

Article 7 – Applicable Law and Jurisdiction

7.1 All engagements and disputes arising therefrom are governed exclusively by Dutch law.

7.2 The District Court of The Hague has exclusive jurisdiction, unless mandatory law provides otherwise.

Article 8 – Miscellaneous

8.1 Rates:

- Legal assistant: €175/hour
- Lawyer: €250/hour
- Senior lawyer: €375/hour
- Specialized lawyer surcharge: +70%

8.2 Subscription: For €2,400 per year, clients receive a full year of telephone legal advice and a reduced hourly rate of €250 (excluding specialized legal services).

8.3 Collection Services:

- Extrajudicial phase: €125/hour
- Judicial phase: €195/hour

8.4 Where necessary, Wise Law deploys external attorneys registered with the Dutch Bar Association, as well as civil-law notaries and bailiffs. These professionals charge their own rates, which differ from Wise Law's rates.

8.5 All rates exclude VAT. Additional advances may be charged for postage, copies, travel expenses, communication costs, court fees, bailiff fees and third-party disbursements.