

GENERAL TERMS AND CONDITIONS 2026 – Simply Legal Consultancy

These are the general terms and conditions of Simply Legal Consultancy (hereinafter: the “**General Terms and Conditions**”), having its registered office at Oranjesingel 51 (6511 NP), Nijmegen, the Netherlands, represented by its partners, Ms C.S. de Jong and Mr W.P. de Jong, and registered with the Netherlands Chamber of Commerce (KvK) under number 96148527.

These general terms and conditions were last amended on 27 September 2026.

Article 1: Definitions and applicability

- 1.1 In the General Terms and Conditions, “**the Client**” means the counterparty and/or principal that has entered into an agreement with Simply Legal Consultancy (hereinafter: “**Simply Legal**”). Simply Legal and the Client shall hereinafter be referred to jointly as the “**Parties**” and individually as a “**Party**”.
- 1.2 The General Terms and Conditions form an integral part of the agreement (hereinafter: the “**Agreement**”) between the Client and Simply Legal in which the services to be performed by Simply Legal, as set out in Article 2.1 of the General Terms and Conditions (hereinafter: the “**Services**”), are laid down in writing. For the purposes of the General Terms and Conditions, the Agreement expressly also includes any quotation signed by the Client or accepted by the Client by means of a written communication. In the event of any conflict between the provisions of the Agreement and the provisions of the General Terms and Conditions, the provisions of the Agreement shall prevail.
- 1.3 Simply Legal expressly rejects the applicability of any general terms and conditions used by the Client. The Parties shall at all times be regarded as independent contractors. The cooperation between the Parties under the Agreement shall under no circumstances be deemed to constitute a general partnership (vennootschap onder firma), joint venture or employer/employee relationship.

Article 2: Services and working method

- 2.1 The Services that Simply Legal performs for the Client under the Agreement (hereinafter: the “**Assignment**”) comprise one or more of the following activities:

- a. Providing legal advice to the Client in the fields of intellectual property law, media law, privacy law, contract law and/or related areas of law;
 - b. Drafting bespoke contracts and/or other legal documents at the request of the Client;
 - c. Reviewing and/or negotiating contracts on behalf of the Client;
 - d. Guiding and supporting the Client in legal disputes and/or negotiations;
 - e. Providing legal (in-house) support to the Client on an interim or project basis; and/or
 - f. Other services, whether or not in line with and/or of a similar nature to the foregoing services.
- 2.2 Within the scope of the Assignment and on the basis of the information provided by the Client, Simply Legal shall provide the Services at its own discretion. Simply Legal shall use its best efforts to deliver an acceptable result on the basis of its knowledge and expertise. However, Simply Legal can never guarantee this result with complete certainty, as the result also depends on factors other than the knowledge and expertise of Simply Legal, including but not limited to (the absence of) the information that the Client provides or has provided at the time of granting the Assignment and/or during the Assignment, the efforts of the Client to enable Simply Legal to carry out the Assignment successfully and with a good result, and/or the manner in which the Client's counterparties act. The foregoing applies to all services and work that Simply Legal performs for the benefit of and/or on the instructions of the Client.

Article 3: Fees and payment

- 3.1 For the Assignment, the Client owes Simply Legal a fixed fee, which is set out in the Agreement (hereinafter: the "**Fee**").
- 3.2 For all additional work or services that are not included in the Fee and are not explicitly set out in the Agreement, such as additional explanation, amendments and/or other additional work, which Simply Legal performs at the request of or with the approval of the Client, the Client owes an additional fee based on Simply Legal's hourly rate as set out in the Agreement (hereinafter: "**the Additional Fee**").
- 3.3 In addition to the provisions of Article 3.2 of the General Terms and Conditions, Simply Legal is entitled to charge the Additional Fee if the Assignment proves to be more complex and/or extensive than described in the Agreement and in the prior written communication in that regard, to such an extent that maintaining the originally agreed fee proves not to be reasonable, where such scope and complexity could not have been foreseen by Simply Legal upon acceptance of the Assignment. The Parties agree that the situation described in the preceding sentence arises when,

after granting the Assignment or entering into the Agreement, the Client shares additional information for the purposes of the Assignment and/or imposes additional requirements on the Assignment that are not apparent from previous communication between the Parties or from the Agreement.

- 3.4 Necessary costs incurred by Simply Legal on behalf of the Client in the performance of the Assignment that are not included in the Fee, including but not limited to costs incurred for experts engaged on behalf of the Client (as referred to in Article 8.1 of the General Terms and Conditions) and/or travel and/or shipping costs incurred for the benefit of the Client that are not included in the Services and/or not explicitly mentioned in the Agreement, shall be charged to the Client in addition to the Fee within the meaning of Article 3.1 of the General Terms and Conditions (hereinafter: **“the Other Costs”**).
- 3.5 Unless otherwise agreed, Simply Legal charges a surcharge for urgent requests if the Client indicates, upon granting the Assignment or during the Assignment, that the results of the Assignment must be delivered within ten (10) working days or less, in which case a surcharge for urgent requests of 20% of the total Fee shall also be charged.
- 3.6 Unless the Parties have agreed otherwise, the Fee, together with the Additional Fee and/or the Other Costs, where applicable, shall be invoiced to the Client by Simply Legal upon completion of the Assignment. The Parties shall deem the Assignment to have been completed if:
- a. all agreed work has been completed;
 - b. the Client explicitly waives part of the agreed work, such as included rounds of revisions and/or explanation by Simply Legal;
 - c. the Client does not respond for a period of fourteen (14) days, calculated from the day on which the Services are delivered; and/or
 - d. the Client does not take the initiative to schedule the appointment for the explanation by Simply Legal.
- 3.7 If the Parties agree on an advance payment of (part of) the Fee for the Assignment, the agreed partial amount or percentage of the Fee shall be invoiced prior to the Assignment and, where applicable, the remaining amount of the Fee afterwards, together with the Additional Fee and/or the Other Costs. If the advance payment has not been made before the intended start date of the work, Simply Legal is entitled to suspend its work until the advance payment has been made by the Client.
- 3.8 Insofar as the Parties have agreed on a fee based on hours worked instead of a fixed fee, Simply Legal shall charge the Client for the hours actually worked on the basis of the hourly rate applied by Simply Legal at that time. In that case, the Fee shall be invoiced to the Client monthly in arrears.

- 3.9 The Client shall pay the invoice(s) within fourteen (14) calendar days after the relevant invoice has been sent by Simply Legal to the Client, unless otherwise provided in the Agreement.
- 3.10 All amounts and fees for the Services owed by the Client in the context of the Assignment, including but not limited to the Fee and Simply Legal's hourly rate, may be increased unilaterally on an annual basis. If different rates apply during the term of the Agreement, the rate applied by Simply Legal at the time of acceptance of the Assignment shall be decisive. If, after the end of the Agreement, the Parties enter into a new agreement with each other or extend the term of the Agreement, Simply Legal is entitled to charge the increased rate.
- 3.11 If the Agreement is terminated prematurely by either Party before the Assignment has been completed, or in the event of permanent Force Majeure on the part of Simply Legal within the meaning of Article 6.4 of the General Terms and Conditions, the payment obligation with regard to the Fee, the Additional Fee and/or the Other Costs shall continue to apply pro rata on the basis of the work already performed and/or the Services already delivered. The Client therefore remains obliged to pay the part of the Fee, the Additional Fee and/or the Other Costs that is proportionate to the part of the Services already delivered and/or the work already performed under the Agreement.

Article 4: Intellectual property

- 4.1 All intellectual property rights, including but not limited to copyrights, vesting in (parts of) the results of the work performed in the context of the Assignment (hereinafter: the “**Intellectual Property Rights**”), including but not limited to (parts of) legal opinions, contracts, letters of demand and/or other documents and/or other creative results of the Services (hereinafter jointly referred to as: the “**Works**”), shall belong exclusively to Simply Legal. Simply Legal shall accordingly be regarded as the sole copyright holder and author (maker) within the meaning of Article 1 of the Dutch Copyright Act (Auteurswet).
- 4.2 Even after parts and/or drafts of the Works that Simply Legal has created, drafted and/or presented in the context of the Assignment, or has made available to the Client for the purpose of performing the Agreement (hereinafter jointly referred to as: the “**Works**”), have been made available, the Intellectual Property Rights in respect thereof shall remain with Simply Legal. The Client shall never be entitled to obstruct, oppose and/or otherwise restrict, in any way whatsoever, the exploitation by Simply Legal of the Intellectual Property Rights in respect of the Works.

- 4.3 The Works, in particular (the parts of) legal opinions, contracts, (demand) letters and/or other documents that Simply Legal has created in the context of the Assignment, are bespoke and specifically tailored to the Client and its legal and factual situation. Consequently, the Works are not intended to be shared with third parties and/or for their content to be disclosed in modified form and/or made available to third parties, other than for the purpose for which they were drafted. The Client is expressly prohibited from offering or selling the Works to third parties, whether or not commercially, without the consent of Simply Legal.
- 4.4 Any involvement of the Client in, or influence of the Client on, the final result of the Works, including but not limited to the input and/or any ideas that the Client has proposed to or requested from Simply Legal, shall never result in the Client – whether or not by application of Article 6 of the Dutch Copyright Act – becoming the holder of the Intellectual Property Rights. Insofar as the Client is deemed to be the author of the Works for the purposes of the Dutch Copyright Act, the Client shall be deemed, by granting the Assignment and/or entering into the Agreement, to have transferred the Works fully, exclusively and unconditionally to Simply Legal, including all existing and future rights for all current and future forms of exploitation. If legally necessary, the Parties shall take the steps required to complete the aforementioned transfer. The Client shall not stipulate any fee for the transfer of the Intellectual Property Rights in accordance with the preceding sentences.

Article 5: Liability and indemnification

- 5.1 Unless there is gross fault or negligence on the part of Simply Legal, Simply Legal shall never be liable for any damage of whatever nature arising from and/or in connection with the performance of the Agreement. Should Simply Legal nevertheless be liable, notwithstanding the preceding sentence, such liability shall at all times be limited to direct material damage, and the amount to be compensated by Simply Legal shall be limited to the value of the Agreement and shall not exceed the cover provided for the situation in question by any insurance taken out by Simply Legal. If the Agreement has been entered into for several months, the amount to be compensated by Simply Legal shall be limited to the value of the Agreement in the month in which the damage was caused.
- 5.2 Simply Legal shall never be liable for failing to achieve or deliver the result intended by the Client. In the context of the Assignment, Simply Legal expressly has an obligation of best efforts and not an obligation of result. If the Assignment consists of Simply Legal providing advice to the Client, the Client itself is responsible for acting on the basis of that advice, including but not limited to taking any recommended follow-up steps, and indemnifies Simply Legal against all claims in this regard.

- 5.3 Further to Article 2.2 of the General Terms and Conditions, Simply Legal shall never be liable for damage resulting from failure to achieve the result intended by the Client as a consequence of the Client implementing and/or using the Services and/or other products or instructions of Simply Legal whose currency, applicability and/or completeness has been affected or altered as a result of incorrect information provided by the Client to Simply Legal, or of new developments within the Dutch legal system, including but not limited to changes in legislation and regulations, case law, legislation and regulations of the European Union and/or other legal sources, as well as changes in the Client's business situation. The Client indemnifies Simply Legal against all claims in this regard.
- 5.4 Further to Article 4.3 of the General Terms and Conditions, the Client is not permitted to share the Works with third parties or to make them available to third parties for the purpose of enabling the third party concerned to make use of (the results of) the Services or to act on the basis thereof, which expressly includes the use of the legal documents and/or advice developed by Simply Legal on the instructions of the Client, whether or not in modified form. The Client is liable for all damage suffered by Simply Legal as a result of the situation referred to in the preceding sentence and/or any other infringement of the Intellectual Property Rights. The Client indemnifies Simply Legal against all claims by third parties who have suffered damage arising from or in connection with the use of (the results of) the Assignment by third parties.
- 5.5 Simply Legal can never be held liable for any damage, of whatever nature, caused by service provider(s) engaged by Simply Legal with the Client's consent for the performance of (parts of) the Agreement. If a service provider wishes to limit its liability, Simply Legal shall accept that limitation on behalf of the Client. The Client indemnifies Simply Legal against all liability in this regard.
- 5.6 The Client is liable for all damage, including but not limited to non-material and material damage, as well as consequential damage and damage due to delay, suffered by Simply Legal that can be attributed to the Client, arising from and/or in connection with the Agreement between the Parties. The Client indemnifies Simply Legal against third-party claims in this regard as well.

Article 6: Force majeure and unforeseen circumstances

- 6.1 For the purposes of the General Terms and Conditions, an attributable failure shall not include any external cause, whether foreseen or unforeseen, over which Simply Legal has no influence and as a result of which it is no longer able to fulfil its obligations.

- 6.2 Force majeure and unforeseen circumstances on the part of Simply Legal shall in any event, but not exclusively, include: any circumstance, act, event, omission or accident beyond the reasonable control of the Party, whether or not foreseeable at the time of entering into the Agreement, which prevents, delays or hinders the Party's performance of any of its obligations under the Agreement, including but not limited to fire, earthquake, flood, power failure or power outage, cyber attack, internet outage or malfunctioning Wi-Fi, strike, lockout or other labour dispute, epidemic, pandemic (including but not limited to COVID-19), war or armed conflict, act of terrorism, any local, state, federal, national or international law, government order or regulation (including but not limited to any applicable government public health advice relating to epidemics and pandemics, including COVID-19), breach of contract by third parties, the issuing of a code orange or code red weather warning by the Royal Netherlands Meteorological Institute (KNMI), any order or other material disruption to the work of Simply Legal, or any other event over which Simply Legal has no control (hereinafter: "**Force Majeure**").
- 6.3 To the extent that there is Force Majeure, any failure by Simply Legal to perform (in time) that is directly or indirectly caused by Force Majeure shall not be regarded as an attributable failure in performance on the part of Simply Legal, and Simply Legal shall not be liable for failing to fulfil its obligations under the Agreement, or failing to fulfil them in time. In such a case, Simply Legal's obligations under the Agreement shall be automatically suspended until the Force Majeure has ended and Simply Legal is able to continue performing the Agreement. Simply Legal is furthermore entitled, but not obliged, to engage a third-party service provider as a replacement if, as a result of Force Majeure, Simply Legal is (temporarily or permanently) unable to fulfil its obligations under the Agreement.
- 6.4 To the extent that Simply Legal is permanently unable to fulfil its obligations under the Agreement as a result of Force Majeure, Simply Legal shall notify the Client thereof as soon as possible. Only if Simply Legal has been unable to find a suitable replacement to provide the Services within four (4) weeks shall the Client be entitled to terminate the Agreement with immediate effect, in which case the Client's payment obligation with regard to the Services already delivered and/or the work already performed shall continue to apply pro rata.

Article 7: Term and termination

- 7.1 In principle, the Agreement is entered into for a fixed term. When entering into the Agreement, the Parties shall agree on an indicative term and delivery period, insofar as reasonably possible. Unless otherwise provided in the Agreement, the Agreement shall end if:
- all agreed work has been completed;
 - the Client explicitly waives part of the agreed work, such as included rounds of revisions and/or explanation by Simply Legal;

- c. the Client does not respond for a period of fourteen (14) days, calculated from the day on which the Services are delivered; and/or
- d. the Client does not take the initiative to schedule the appointment for the explanation by Simply Legal.

7.2 Insofar as the Parties have agreed on a term, an extension of that term shall only be valid if both Parties have explicitly agreed to the intended extension in writing.

7.3 In principle, the Agreement cannot be terminated prematurely. Notwithstanding the preceding sentence, Simply Legal is entitled, regardless of the term or duration of the Agreement, to terminate the Agreement prematurely with immediate effect and/or to suspend the performance of its obligations under the Agreement, without prejudice to Simply Legal's right to claim damages, after giving prior written notice to the Client, in the event that:

- a. the Client materially fails to perform its obligations and such failure has not been remedied or rectified within fourteen (14) days of receipt of a written notice from Simply Legal specifying the failure and requesting the Client to remedy it;
- b. the Client repeatedly or irreparably fails to perform its obligations under the Agreement and/or the General Terms and Conditions, or repeatedly acts in breach of the provisions of the Agreement and/or the General Terms and Conditions, including but not limited to repeatedly failing to attend scheduled appointments and/or repeatedly rescheduling the Appointment, or repeatedly failing to pay (in time) the fees owed within the meaning of Article 3 of the General Terms and Conditions;
- c. there is permanent or repeated Force Majeure on the part of Simply Legal or on the part of the Client;
- d. circumstances arise, other than Force Majeure, that could not have been foreseen at the time of entering into the Agreement and that make (further) performance of the Agreement impossible or unreasonable;
- e. either Party is dissolved, liquidated, wound up or relocated abroad, or a resolution to that effect is adopted, and/or either Party files for bankruptcy or applies for a suspension of payments, and/or either Party is declared bankrupt or granted a suspension of payments; and/or
- f. any event occurs that is analogous under Dutch law to the events referred to in this article.

7.4 The Client is only entitled to terminate the Agreement prematurely with immediate effect if there is permanent Force Majeure on the part of Simply Legal and Simply Legal has not, within four (4) weeks of becoming aware of the permanent nature of the situation constituting Force Majeure, nominated a suitable replacement who can perform the work under the Assignment in place of Simply Legal, as a result of which the Client cannot reasonably be expected to continue performing the Agreement and/or to remain bound by it. Permanent Force Majeure shall not include an

announced (temporary) delay, postponement and/or suspension of the delivery of the Services and/or of the performance of the Assignment by Simply Legal as a result of Force Majeure and/or other unforeseeable circumstances on the part of Simply Legal, or a material failure by the Client to perform the Agreement.

- 7.5 If the Agreement is terminated prematurely by either Party, for whatever reason, before the Assignment has been completed, the Client shall remain liable for the full amount of the Fee. If the Fee is calculated on the basis of the hours actually worked by Simply Legal, the Client's payment obligation shall continue to apply pro rata, on the understanding that the Client owes a proportionate fee for the work already performed and/or the costs already incurred.
- 7.6 Insofar as the Agreement has ended, for whatever reason and in whatever manner, the provisions of the Agreement which by their nature and purport are intended to continue to apply after the end of the term of the Agreement shall remain in full force and effect, including but not limited to Article 4 (Intellectual property), Article 5 (Liability and indemnification) and Article 6 (Force majeure and unforeseen circumstances) of the Agreement.

Article 8: Miscellaneous

- 8.1 If necessary for the performance of the Assignment, Simply Legal shall engage external experts or suppliers on behalf of the Client, including but not limited to civil-law notaries, tax advisers, trademark attorneys and/or lawyers (advocaten). Whenever Simply Legal engages experts or suppliers, this shall always be done in consultation with the Client and with an indication of the associated costs, which shall be charged to the Client in addition to the fee for the Assignment.
- 8.2 The Parties declare that they are both fully authorised to enter into the Agreement. The Parties may only transfer their obligations under the Agreement to a third party with the prior written consent of the other Party.
- 8.3 Amendments and/or additions to the Agreement shall only be valid if they have been expressly agreed in writing.
- 8.4 Any failure by Simply Legal to enforce any provision of the General Terms and Conditions and/or the Agreement at any time shall in no way affect Simply Legal's right to still demand full performance by the Client. Simply Legal's acquiescence in a specific breach by the Client of an obligation under the General Terms and Conditions and/or the Agreement shall not imply a waiver by Simply Legal of its rights arising from that obligation.

- 8.5 In performing the Agreement, Simply Legal processes the personal data of the Client and/or its employees and other contacts (hereinafter: the “**Personal Data**”) within the meaning of the General Data Protection Regulation (GDPR). By granting the Assignment, the Client expressly agrees to the processing of the Personal Data by Simply Legal for the purpose of performing the Assignment. The Client hereby declares that it shall itself ensure that the consent of the data subjects is obtained. If a data processing agreement is required under the GDPR in connection with the processing of the Personal Data by the Parties, the Client shall take the initiative to conclude a data processing agreement.
- 8.6 If one or more individual provisions of the Agreement and/or the General Terms and Conditions prove to be invalid, this shall not affect the validity of the other provisions of the Agreement. The Parties shall replace the provision(s) concerned with one or more new provisions whose purport corresponds as closely as possible to that of the original provision(s).
- 8.7 The Agreement and the General Terms and Conditions are governed by Dutch law. All disputes that arise or may arise between the Client on the one hand and Simply Legal on the other, arising from or in connection with (the performance of) the Agreement, as well as in connection with the General Terms and Conditions, shall be settled by the competent court of the District Court of Gelderland (Rechtbank Gelderland).