

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) in Nijmegen, represented by its partners, Mrs. C.S. de Jong and Mr. W.P. de Jong and registered with the Dutch Chamber of Commerce (KvK) under registration number 96148527.

Article 1: Definitions and applicability

- 1.1 In General Terms and Conditions, "**the Client**" is understood to mean the other party and/or client who has entered into an agreement with Simply Legal Consultancy (hereinafter: "**Simply Legal**"). Simply Legal and the Client will hereinafter be referred to collectively as "**Parties**" and individually as "**Party**".
- 1.2 The General Terms and Conditions are an inseparable part of the agreement (hereinafter: the "**Agreement**") between the Client and Simply Legal in which the services to be performed by Simply Legal, as laid down in Article 2.1 of the General Terms and Conditions, (hereinafter: the "**Services**") are laid down in writing. In the context of the General Terms and Conditions, the Agreement explicitly includes the offer that has been signed by the Client or to which the Client has agreed by means of a written notification. In the event of a 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 The applicability of general terms and conditions used by the Client is expressly rejected by Simply Legal. The parties should be considered independent contractors at all times. The cooperation between the Parties pursuant to the Agreement shall in no case be regarded as a general partnership, joint venture or employer/employee relationship.

Article 2: Services and working method

- 2.1 The Services that Simply Legal performs under the Agreement with the Client (hereinafter: the "**Assignment**"), include one or more of the following activities:

Simply Legal.

- a. Providing legal advice to the Client in the field of intellectual property law, media law, privacy law, contract law and/or related areas of law;
 - b. Drafting contracts and/or other tailor-made legal documents on behalf of the Client;
 - c. Assessing and/or negotiating contracts on behalf of the Client;
 - d. Guiding and supporting the Client in legal conflicts 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 previous services.
- 2.2 Simply Legal will provide the Services at its own discretion within the limits of the Assignment, based on the information provided by the Client. Simply Legal makes every effort to deliver an acceptable result based on 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 lack of) the information that the Client (has) provided at the time of granting and/or during the Assignment, the efforts of the Client to have the Assignment carried out successfully and with a good result by Simply Legal and/or the manner in which the Client's counterparties act. The foregoing applies to all services performed by Simply Legal on behalf of and/or at the request of the Client.

Article 3: Payment and fees

- 3.1 For the Assignment, the Client owes a fixed fee to Simply Legal, which fee is laid down 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 laid down in the Agreement, such as additional explanations, adjustments and/or other additional work, that Simply Legal performs at the request of or after the agreement of the Client, the Client owes an additional fee based on the hourly rate of Simply Legal, as laid down 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 turns out to be to such an extent more complex and/or extensive than described in the Agreement, as well as the previous written communication about it, which scope and complexity could not be foreseen by Simply Legal upon acceptance of the Assignment, that the enforcement of the originally agreed compensation does not appear to be reasonable. The Parties agree that the situation described in the previous sentence exists if, after the Assignment has been awarded or the Agreement has been entered into, the Client shares additional information for the benefit of and/or imposes additional

requirements on the Assignment, which are not apparent from previous communication between the Parties or the Agreement.

- 3.4 Necessary costs incurred by Simply Legal on behalf of the Client in the context of the execution of the Assignment, which 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 5.5 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 are not explicitly included in the Agreement will 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 will charge a surcharge for urgent questions 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 questions of 20% of the entire Fee will also be charged.
- 3.6 Unless the Parties have agreed otherwise, the Fee, together with the Additional Fee and/or the Other Costs, as applicable, will be invoiced by Simply Legal to the Client after the end of the Assignment. The Assignment is deemed to have been completed by the Parties if:
- a. all agreed work has been completed;
 - b. the Client explicitly waives part of the agreed work, such as including adjustment rounds and/or explanation by Simply Legal;
 - c. Simply Legal does not hear from the Client for fourteen (14) days from the day of delivery of the Services; and/or
 - d. the Client does not take the initiative to make the appointment for the purpose of explanation by Simply Legal.
- 3.7 If the Parties agree on a deposit of (part of) the Fee for the Assignment, the agreed partial amount or percentage of the Fee will be invoiced prior to the Assignment and, to the extent applicable, the remaining amount of the Fee afterwards, together with the Additional Fee and/or the Other Costs. If the deposit is not paid before the intended start date of the work, Simply Legal is entitled to suspend its work until the deposit has been paid by the Client.
- 3.8 Insofar as the Parties have agreed on a fee based on the hours worked instead of a fixed fee, Simply Legal will charge the Client for the hours actually worked on the basis of the hourly rate used by Simply Legal at that time. In this case, the Fee will be invoiced in arrears to the Client on a monthly basis.

Simply Legal.

- 3.9 The payment of the invoice(s) by the Client must take place within fourteen (14) calendar days after the relevant invoice has been sent by Simply Legal to the Client, unless otherwise stipulated in the Agreement.
- 3.10 All amounts and fees for the Services that the Client owes in the context of the Assignment, including but not limited to the Fee and the hourly rate of Simply Legal, can be unilaterally increased annually. If different rates apply during the term of the Agreement, the rate applied by Simply Legal at the time of acceptance of the Assignment will be decisive. If the Parties enter into a new agreement with each other after the expiry of the Agreement 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 one of the Parties 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 will continue to apply pro rata on the basis of the work already performed and/or the Services provided. The Client thus remains obliged to pay the part of the Fee, the Additional Fee and/or Other Costs that is proportional to the part of the Services already provided 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, that rest on (parts of) the results of the work in the context of the Assignment (hereinafter: the "**Intellectual Property Rights**"), including but not limited to (parts of) legal advice documents, contracts, demand letters and/or other documents and/or other creative results of the Services (hereinafter collectively referred to as: the "**Works**"), belong exclusively to Simply Legal. Simply Legal is therefore regarded as the full copyright owner and creator within the meaning of Article 1 of the Dutch Copyright Act.
- 4.2 Even after parts and/or concepts of the Works that Simply Legal has created, drawn up and/or presented in the context of the Assignment or made available to the Client for the purpose of the execution of the Agreement (hereinafter collectively referred to as: the "**Works**"), the Intellectual Property Rights in this respect remain with Simply Legal. The Client is never entitled to hinder, prevent and/or otherwise limit the exploitation of the Intellectual Property Rights with regard to the Works by Simply Legal, in any way whatsoever.
- 4.3 The Works, in particular (the parts of) legal advice documents, contracts, (demand) letters and/or other documents that Simply Legal has made in the context of the Assignment, are tailor-made 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 to make their content available to third parties in a modified form and/or to make it available to third parties, other than for the purpose for which they were created. The Client is expressly prohibited from offering or selling the Works, commercially or otherwise, to third parties without the permission of Simply Legal.

- 4.4 Any involvement of the Client or influence of the Client on the end result of the Works, including but not limited to the input and/or any ideas that the Client has proposed or requested from Simply Legal, will never result in the Client – whether or not applying Article 6 of the Copyright Act – becoming the rightful owner with regard to the Intellectual Property Rights. Insofar as the Client is deemed to be the creator of the Works for the purposes of the Copyright Act, the Client is deemed to have transferred them completely, exclusively and unconditionally to Simply Legal by granting the Assignment and/or entering into the Agreement, including all existing and future rights for all current and future forms of exploitation. If legally necessary, the Parties shall take the necessary steps to complete the said transfer. The Client will not stipulate any compensation for the transfer of the Intellectual Property Rights in accordance with the foregoing sentences.

Article 5: Liability and indemnification

- 5.1 Unless there is gross negligence or negligence on the part of Simply Legal, Simply Legal is never liable for damage, of whatever nature, that has arisen as a result of and/or related to the execution of the Agreement. In the event that Simply Legal would nevertheless be liable in line with the previous sentence, this liability will at all times be limited to direct material damage and the amount to be compensated by Simply Legal will be limited to the value of the Agreement and will not exceed the coverage of any insurance taken out by Simply Legal applicable to the situation in question. If the Agreement has been entered into for several months, the amount to be compensated by Simply Legal is limited to the value of the Agreement in the relevant month in which the damage was caused.
- 5.2 Simply Legal is never liable for not achieving or not delivering the result intended by the Client. In the context of the Assignment, Simply Legal has an explicit obligation to perform to the best of its ability and not an obligation to achieve a result. In the event that the Assignment consists of the provision of advice by Simply Legal to the Client, the Client is responsible for acting on the basis of that advice, including but not limited to taking advised follow-up steps, and indemnifies Simply Legal against all claims in this regard.
- 5.3 In line with article 2.2 of the General Terms and Conditions, Simply Legal is never liable for damage that arises from the failure to achieve the result intended by the Client as a result of the implementation and/or use of the Services and/or other products or instructions of Simply Legal

Simply Legal.

by the Client, the topicality, applicability and/or completeness has been affected or changed as a result of incorrect information provided by the Client to Simply Legal, or new developments within the Dutch legal system, including but not limited to changing laws and regulations, case law, laws and regulations of the European Union and/or other legal sources, as well as changes in the business situation of the Client. The Client indemnifies Simply Legal against all claims in this regard.

- 5.4 In line with 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 with the aim of giving the third party in question the opportunity to use (the results of) the Services, or to act on the basis thereof, including explicitly the use of the legal documents and/or advice developed by Simply Legal on behalf of the Client, whether or not in an amended form. The Client is liable for all damages suffered by Simply Legal as a result of the situation referred to in the previous sentence and/or other infringements of the Intellectual Property Rights. The Client indemnifies Simply Legal against all claims from third parties who have suffered damage arising from or related to 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) who have been engaged by Simply Legal with the permission of the Client for the purpose of the execution of (parts of) the Agreement. If a service provider wishes to limit its liability, Simply Legal accepts that limitation on behalf of the Client. The Client indemnifies Simply Legal against all liability in this respect.
- 5.6 The Client is liable for all damages, including but not limited to immaterial and material damage, as well as consequences for delay damages, which have been suffered by Simply Legal and can be attributed to the Client, arising from and/or related to the Agreement between the Parties. The Client also indemnifies Simply Legal against claims from third parties in this respect.

Article 6: Force majeure and unforeseen circumstances

- 6.1 In these general terms and conditions, an attributable shortcoming is not understood to mean all external causes, 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 are in any case, but not exclusively, understood to mean: any circumstance, act, event, omission or accident beyond the reasonable control of the Party, regardless of whether or not it was foreseeable at the time of entering into the Agreement, due to which the fulfilment of one of the obligations under the agreement by the Party is prevented delayed or interfered, including but not limited to fire,

earthquake, flood, power outage or failure, cyberattack, internet failure or malfunction of Wi-Fi, strike or lockout or other labor 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 regarding epidemics and pandemics, including COVID-19), breach of contract by third parties, the declaration of code orange or code red by the KNMI, any order or other material disruption to Simply Legal's work or any other event beyond Simply Legal's control (hereinafter: "**Force Majeure**").

- 6.3 Insofar as there is Force Majeure, the non-(timely) performance by Simply Legal, which is directly or indirectly caused by Force Majeure, will not be seen as an attributable shortcoming in the performance on the part of Simply Legal and Simply Legal will not be liable for the non-fulfilment or late fulfilment of its obligations under the Agreement. In such a case, Simply Legal's obligations under the Agreement will be automatically suspended until such time as the Force Majeure Event has passed and Simply Legal is able to continue the performance of the Agreement. Simply Legal is also entitled, but not obliged, to hire a third-party service provider as a substitute, if Simply Legal is (temporarily or permanently) unable to fulfil its obligations under the Agreement as a result of Force Majeure.
- 6.4 Insofar as Simply Legal is permanently unable to fulfil its obligations under the Agreement as a result of Force Majeure, Simply Legal is obliged to notify the Client as soon as possible. Only if Simply Legal has not been able to find a suitable replacement for the provision of the Services within four (4) weeks, the Client is entitled to terminate the Agreement with immediate effect, whereby the Client's payment obligation with regard to the Services already delivered and/or the work already performed will continue to apply pro rata.

Article 7: Term and Termination

- 7.1 In principle, the Agreement is entered into for a fixed period. When entering into the Agreement, the parties agree on an indicative term and delivery period, insofar as this is reasonably possible. Unless otherwise provided in the Agreement, the Agreement shall terminate if:
- all agreed work has been completed;
 - the Client explicitly waives part of the agreed work, such as including adjustment rounds and/or explanation by Simply Legal;
 - the Client does not respond within fourteen (14) days from the day of delivery of the Services; and/or
 - the Client does not take the initiative to make the appointment for the purpose of explanation by Simply Legal.

- 7.2 Insofar as the Parties have agreed on a term, an extension of this term is only valid if both Parties have explicitly agreed in writing to the intended extension.
- 7.3 In principle, the Agreement cannot be terminated prematurely. Notwithstanding the previous sentence, Simply Legal is entitled to terminate the Agreement, regardless of its term or duration, with immediate effect and/or to suspend the fulfilment of its obligations under the Agreement, without prejudice to Simply Legal's right to claim damages, after prior written notification to the Client in the event that:
- a. the Client materially fails to comply with its obligations and this shortcoming has not been remedied or remedied within fourteen (14) days after receipt of a written communication from Simply Legal in which the shortcoming is specified and in which the Client is requested to remedy it;
 - b. the Client repeatedly or irreparably fails to comply with its obligations under the Agreement and/or the General Terms and Conditions, or repeatedly acts in violation of the provisions of the Agreement and/or the General Terms and Conditions, including but not limited to the repeated failure to comply with scheduled appointments and/or repeated rescheduling of the Agreement or the repeated failure to pay the fees due (on time) 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 side of the Client;
 - d. there are circumstances, other than Force Majeure, that could not have been foreseen at the time the Agreement was entered into and that make (further) performance of the Agreement impossible or unreasonable;
 - e. one of the Parties is liquidated, dissolved or moved abroad, or a decision to do so is taken and/or one of the Parties submits an application for a declaration of bankruptcy or suspension of payments and/or one of the Parties is declared bankrupt or granted a suspension of payments; and/or
 - f. any event that is analogous to the events referred to in this article under Dutch law.
- 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 nominated a suitable replacement within four (4) weeks after becoming aware of the permanent nature of the relevant situation that falls under Force Majeure, who can perform the work in the context of the Assignment instead of Simply Legal as a result of which the Client cannot reasonably be expected to continue to perform the Agreement (further) and/or to be bound by it. Permanent Force Majeure does not mean an announced (temporary) delay, postponement and/or suspension of delivery of the Services and/or of the execution 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 shortcoming in the fulfilment of the Agreement by the Client.

- 7.5 If the Agreement is terminated prematurely by one of the Parties, for whatever reason, before the Assignment has been completed, the Client will 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 will continue to apply pro rata, on the understanding that the Client will owe a proportional fee for the work already performed and/or the costs already incurred.
- 7.6 Insofar as the Agreement has been terminated, for whatever reason and in whatever way, 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 unchanged, 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 this is necessary for the execution of the Assignment, Simply Legal will engage external experts or suppliers on behalf of the Client, including but not limited to civil-law notaries, tax specialists, trademark attorneys and/or lawyers. In the event that Simply Legal engages experts or suppliers, this will always be done in consultation with the Client and stating the associated costs that will be charged to the Client in addition to the fee for the Assignment.
- 8.2 The parties declare that they both have full authority to enter into the Agreement. The Parties may only transfer the 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 are only valid if they have been expressly agreed in writing.
- 8.4 The failure by Simply Legal to enforce any provision of the General Terms and Conditions and/or the Agreement at any time does not affect Simply Legal's rights in any way to be able to demand full compliance by the Client. Simply Legal's acceptance of a concrete breach by the Client of an obligation under the General Terms and Conditions and/or the Agreement does not imply the waiver by Simply Legal of its rights arising from that obligation.
- 8.5 In the execution of the Agreement, Simply Legal processes the personal data of the Client and/or his/her employees and other relations (hereinafter: the "**Personal Data**") within the meaning of the General Data Protection Regulation (GDPR). By granting the Assignment, the Client explicitly agrees to the processing of the Personal Data by Simply Legal for the purpose of the execution of

the Assignment. The Client hereby declares to take care of the consent of the data subjects. If a processing agreement is required pursuant to the GDPR in the context of the processing of the Personal Data by the Parties, the Client will take the initiative to conclude a processing agreement.

- 8.6 If one or more separate provisions of the Agreement and/or the General Terms and Conditions proves to be invalid, this will not affect the validity of the other provisions of the Agreement. The parties will replace the relevant provision(s) with one or more new provisions, the purport of which corresponds as much as possible to the original provision(s).
- 8.7 The Agreement and the General Terms and Conditions are governed by Dutch law. All disputes that (will) arise between the Client on the one hand and Simply Legal on the other hand, arising from or in connection with (the execution of) the Agreement as well as in connection with these general terms and conditions, will be settled by the competent judge of the District Court of Gelderland.