

GENERAL TERMS AND CONDITIONS

De Advocaten van Van Riet B.V.

1. Applicability of these General Terms and Conditions

- 1.1 These general terms and conditions apply to all quotes and agreements for the provision of services by De Advocaten van Van Riet B.V. (hereinafter referred to as "AVVR"). In these general terms and conditions, the term "Services" has the following meaning: all products and services provided to a client by AVVR, as well as any other work of any nature whatsoever performed by AVVR on the instruction of a client, including the performance any work that a client has not expressly requested. Deviations from these general terms and conditions are only valid if these have been expressly agreed in writing.
- 1.2 These general terms and conditions may be invoked not only by AVVR, but also by the lawyers and other staff employed by AVVR as well as all persons engaged in the performance of any instruction of a client. The same applies to former staff of AVVR, including any heirs, if they are held liable after they have left the firm of AVVR. The general terms and conditions are stipulated in part for the benefit of the (indirect) directors and (indirect) shareholders of AVVR.
- 1.3 These general terms and conditions also apply to any additional instructions and follow-up instructions from clients. They have been drawn up in Dutch, English or German. In the event of any disputes regarding the content or purport of these general terms and conditions, the Dutch text will be binding.

2. Performance of Services

- 2.1 All instructions to perform Services are provided to AVVR alone, even if it is the express or tacit intention that an instruction is to be performed by a certain person. The operation of Sections 7:404 and 7:407(2) of the Netherlands Civil Code is ruled out. This clause and all limitations of liability (Article 3) included in these general terms and conditions also apply as third-party clauses for the individual lawyers who work and/or worked at AVVR.
- 2.2 If AVVR considers it useful or necessary, AVVR is at all times entitled to call in the assistance of others for the performance of the Services or to have others perform – part of – the Services.
- 2.3 By accepting the instruction, AVVR assumes an obligation to perform to the best of its ability. AVVR does not guarantee that any envisaged outcome will be achieved.

3. Disclaimer/Limitation of Liability

- 3.1 If AVVR should be held liable for an event occurring during the performance of an instruction of a client, its liability will be limited to the amount paid out in the case in question under the professional indemnity insurance taken out by AVVR, plus the excess that AVVR has to pay under the insurance. An event as referred to in the previous sentence is understood to include any omissions.
- 3.2 If any persons or goods are injured or damaged as a result of or in connection with the provision of Services or otherwise and AVVR is held liable, its liability will be limited to the amount paid out in the case in question under the professional indemnity insurance taken out by AVVR, plus the excess that AVVR has to pay under the insurance.
- 3.3 If the insurer does not pay out for any reason whatsoever, AVVR's liability will at all times be limited to a maximum of €25,000.
- 3.4 Without prejudice to the provisions of Section 6:89 of the Netherlands Civil Code, each claim for compensation will expire one year after the day on which the client became aware of the damage and AVVR's liability for it.

- 3.5 It is possible that persons called in by AVVR in connection with the performance of an instruction limit their liability in that case. AVVR is entitled to accept any such limitation of liability also on behalf of clients in connection with any instructions provided to it. Limitation of liability is understood to include complete disclaimers of liability. It is also possible that any data provided to AVVR, including personal data, is processed by AVVR, and/or any third parties called in by AVVR, in accordance with the applicable regulations. The client grants permission for this data processing in advance.
- 3.6 If the performance of an instruction of a client involves AVVR calling in a third party for the performance of the work as part of the instruction, AVVR will not be liable for any faults made by this third party.
- 3.7 The limitations of liability laid down in Articles 3.1 through to 3.6 will also apply if AVVR should be liable for the improper functioning of any equipment, software, data files, registers or other systems and/or items it has used in the performance of the instruction, except in the event of intent or gross negligence on the part of AVVR.
- 3.8 If any data of the client and/or third parties should become public due to any cause whatsoever, directly and/or indirectly through AVVR, the limitations of liability laid down in Articles 3.1 through to 3.6 will also apply, again except in the event of intent or gross negligence on the part of AVVR. If the client suspects that a data leak or any such publication of data is possible or the client finds that a data leak or such a publication has occurred, the client will be obliged to notify AVVR thereof as soon as possible, providing all information that the client has on the data leak or the publication, allowing measures to be taken wherever possible.
- 3.9 The client is not permitted to offset any amount owed by AVVR without AVVR's prior written permission.
- 3.10 Any amount owed by AVVR can only be transferred or pledged with AVVR's prior written permission. This clause is subject to property law within the meaning of Section 3:83(2) of the Netherlands Civil Code.

4. Fees, Costs and Payment

- 4.1 The client will be charged for the time spent by lawyers for the benefit of the client based on the hourly rate. This also applies to the time spent travelling and on the first (intake) appointment.
- 4.2 The hourly rate may be multiplied by a factor that depends on the experience and speciality of the person actually performing the instruction as well as the financial interests and degree of urgency involved in the instruction.
- 4.3 In addition to the fee, AVVR will charge the client for the direct costs associated with the provision of the Services. Such direct costs include but are not limited to the costs associated with consulting the Trade Register of the Chamber of Commerce and the Land Register, registry fees, bailiff's fees, fees charged by authorised agents or other experts, travel and subsistence expenses, costs of translations, courier fees and, if applicable, VAT and other taxes.
- 4.4 AVVR is entitled to claim expenses in the interim and may request the client at all times to pay an (additional) retainer. Any retainers are immediately payable. So long as the requested retainer has not been paid, AVVR will be entitled to postpone the performance of its Services without becoming liable for compensation to the client in any way
- 4.5 Any retainers paid will be deducted from the final expense claim.
- 4.6 Expense claims must be paid within 14 days of the invoice date.
- 4.7 In the event that an instruction for the performance of Services is provided to AVVR by multiple clients jointly, each of the clients will be jointly and severally liable to AVVR for all obligations under and/or arising from the instruction.
- 4.8 If the client fails to pay an expense claim by the due date, the client will be in default by operation of law without notice of default being required. In the event of any failure to pay, AVVR will be entitled to postpone the performance of all Services for the client with immediate effect, without becoming liable for compensation to the client in any way.

5. Money Laundering and Terrorist Financing (Prevention) Act

- 5.1 The client accepts that under the Money Laundering and Terrorist Financing (Prevention) Act (hereinafter referred to with the Dutch acronym "Wwft", AVVR is obliged to report any unusual transactions to the relevant authorities.

- 5.2 The client is aware that under the Wwft, AVVR may be obliged to establish and verify the identity of the client. The client is all times required to cooperate fully in this in the manner prescribed by the Wwft. AVVR will record and store the required data in accordance with the Wwft.
- 5.3 The client accepts that the duty of disclosure under the Wwft takes precedence over the duty of confidentiality on the part of AVVR.

6. Electronic Files and Archiving

- 6.1 AVVR may decide to keep an electronic file for the client.
- 6.2 AVVR will keep the hard-copy or electronic file for a period of five years after a case is closed, after which the file may be destroyed. AVVR is at all times entitled to store files electronically only.

7. Amendments to these terms and conditions

- 7.1 AVVR is entitled to amend or supplement these general terms and conditions at any time. The client will be informed of any such amendments or supplements.
- 7.2 The amended terms and conditions will not enter into force until one month has lapsed after publication on the AVVR website and filing with the Utrecht District Court.

8. Applicable Law and Competent Court

- 8.1 The legal relationship between AVVR and its clients is governed by Netherlands law. The applicability of the Dispute Resolution Procedure for the Legal Profession is excluded.
- 8.2 In the unlikely event of a dispute arising between AVVR and a client, the parties will complete AVVR's internal complaints procedure first. A free copy of this complaints procedure is available upon request. Any disputes will be brought before the Midden-Nederland Court in Utrecht in the first instance, unless a subdistrict sector other than the one in Utrecht is authorised to take cognisance of the dispute.

De Advocaten van Van Riet is a trade name of De Advocaten van Van Riet B.V., having its registered office in Utrecht and listed in the Trade Register under number 30210506. All services and (other) instructions are performed under an agreement concluded with De Advocaten van Van Riet B.V. and are governed by the general terms and conditions filed with the Midden-Nederland Court under number 115/2018.