

TERMS AND CONDITIONS

Article 1 – General

- 1) Wolleswinkel Hofman Advocaten is a partnership between the independent legal entities Wolleswinkel Hofman Advocaten LLP, Karels Advocatuur and Romy Schaap Advocatuur. Wolleswinkel Hofman Advocaten LLP is a *Limited Liability Partnership* and is registered in the Dutch trade register under number 67685919). Karels Advocatuur is a sole proprietorship and is registered in the Dutch trade register under number 71745866). Romy Schaap Advocatuur is a sole proprietorship and is registered in the Dutch trade register under number 87735199.) An agreement is concluded with one of these legal entities. The invoicing takes place from Wolleswinkel Hofman Advocaten. Only the legal entity with which the agreement is concluded is considered the contractor.
- 2) If any provision of these General Terms and Conditions is void or annulled, the other provisions of these General Terms and Conditions will remain in full force and effect.

Article 2 – Applicability

- 1) These conditions apply to all services provided by Wolleswinkel Hofman Advocaten, regardless of which legal entity is considered the contractor based on Article 1, including every follow-up, amended or supplementary engagement.
- 2) The applicability of other general terms and conditions is excluded.
- 3) These General Terms and Conditions can only be deviated from in writing.
- 4) These General Terms and Conditions have also been stipulated for the benefit of legal entities, persons and third parties who are directly or indirectly involved in any way in the services provided by Wolleswinkel Hofman Advocaten. They can also rely on these general terms and conditions. This is a third-party clause.
- 5) These general terms and conditions have been drawn up in Dutch and English. The Dutch text is binding in the event of any difference in content and/or purport.

Article 3 – Agreement

- 1) An agreement between a client and the contractor will only come into existence when the contractor accepts the client's engagement for services. All assignments are to be exclusively given to and accepted by Wolleswinkel Hofman Advocaten LLP, Karels Advocatuur or Romy Schaap Advocatuur, even if the express or tacit intention is that an assignment will be carried out by a specific person. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are excluded.
- 2) By concluding an agreement, Wolleswinkel Hofman Advocaten takes on a best-efforts obligation. Wolleswinkel Hofman Advocaten carries out the work to the best of its ability. However, Wolleswinkel Hofman Advocaten cannot guarantee the achievement of any intended result.
- 3) If an advance payment has been agreed, the agreement will only be concluded after the advance payment has been received in a bank account designated for this purpose by Wolleswinkel Hofman Advocaten, unless otherwise stated in the agreement.
- 4) Notwithstanding 7:408 paragraph 2 of the Dutch Civil Code, Wolleswinkel Hofman Advocaten is justified in terminating an assignment if it considers that there are justified reasons.

Article 4 – Engaging third parties

- 1) Wolleswinkel Hofman Advocaten may engage third parties in the execution of the agreement on behalf and at the expense of the client under the conditions set by the third party. Wolleswinkel Hofman Advocaten may accept these conditions, including any limitation of liability, on behalf of the client. Wolleswinkel Hofman Advocaten is not liable for shortcomings of those third parties.
- 2) If Wolleswinkel Hofman Advocaten holds funds from a client or a third party, the client is bound by the terms and conditions of the bank in which the funds are held. Wolleswinkel Hofman Advocaten is not liable for damage caused by actions or omissions of the bank. This paragraph applies mutatis mutandis if Stichting Beheer Derdengelden Wolleswinkel Hofman Advocaten holds funds and serves as an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden Wolleswinkel Hofman Advocaten.

Article 5 – Declarations and invoicing

- 1) Unless otherwise agreed, Wolleswinkel Hofman Advocaten invoices on the basis of time worked at the applicable hourly rates.
- 2) The hourly rates are indexed annually on January 1st according to the consumer price index (*In Dutch: consumentenprijsindex*) and rounded to units of € 5,-.
- 3) Costs incurred by Wolleswinkel Hofman Advocaten (such as courier costs, registration costs, court fees and costs of other third parties) are at the expense of the client.

- 4) If there are multiple clients, they are each jointly and severally liable to Wolleswinkel Hofman Advocaten for payment of the total.
- 5) Wolleswinkel Hofman Advocaten invoices monthly, unless another time is deemed more appropriate by Wolleswinkel Hofman Advocaten. The payment term is 14 days after the invoice date.
- 6) If payment is not made within the payment term, the client is legally in default.

Article 6 – Liability

- 1) Wolleswinkel Hofman Advocaten strives to provide optimal legal services. However, in the event of complaints the client can appeal to the complaints procedure as published on www.wolleswinkelhofman.nl.
- 2) Any liability of Wolleswinkel Hofman Advocaten is limited to the amount paid out for the claim in question under the professional liability insurance taken out by Wolleswinkel Hofman Advocaten, plus the applicable deductible. Wolleswinkel Hofman Advocaten has taken out professional liability insurance with HDI Global SE at Westblaak 14 in (3012 KL) Rotterdam. The insured amount is € 500,000,- per event with a maximum of € 2,000,000,- per insurance year. Upon request, Wolleswinkel Hofman Advocaten will provide the client with the current insurance policy.
- 3) If no insurance payment is made for the reason that the damage is not covered under the minimum mandatory policy for the legal profession and which is considered adequate for Wolleswinkel Hofman Advocaten, any liability is limited to the amount invoiced by Wolleswinkel Hofman Advocaten in the relevant case in the relevant year with a maximum of € 20,000,- and limited to € 5,000,- towards third parties.
- 4) Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, any right of action shall lapse in any case 12 months after the time at which the liability is or should reasonably have been known and (if this cannot be determined) in any case 2 years after the date of the last invoice.
- 5) The client indemnifies Wolleswinkel Hofman Advocaten, as well as the employees, lawyers and partners involved in the execution of the assignment on behalf of Wolleswinkel Hofman Advocaten, against all claims by third parties for which the liability of Wolleswinkel Hofman Advocaten is limited under this article. This indemnification also includes costs related to the indemnification.
- 6) Any claim for damages against employees, lawyers and partners involved in the execution of the assignment on behalf of Wolleswinkel Hofman Advocaten is excluded. This also expressly excludes liability based on tort, so that the aforementioned employees, lawyers and partners cannot be held personally liable under Article 6:162 of the Dutch Civil Code. This provision concerns a third-party clause, which the aforementioned persons can invoke any time.
- 7) The limitations and exclusions of liability contained in this article do not apply if the damage is the result of intent or deliberate recklessness (*in Dutch: opzet of bewuste roekeloosheid*).

Article 7 – Data protection and compliance

- 1) Wolleswinkel Hofman Advocaten is the controller (*In Dutch: verwerkingsverantwoordelijke*) as laid down in the Dutch General Data Protection Regulation (*In Dutch: Algemene Verordening Gegevensbescherming (AVG)*). Wolleswinkel Hofman Advocaten processes personal data as described in its privacy statement, which is published on www.wolleswinkelhofman.nl.
- 2) Wolleswinkel Hofman Advocaten is legally obliged to establish the identity of its clients.
- 3) Wolleswinkel Hofman Advocaten keeps electronic or paper files for a minimum of seven years after the last substantive communication with the client in the case in question. After this period, Wolleswinkel Hofman Advocaten may destroy these files.
- 4) Under the WWFT, there can be an obligation to provide confidential information to another lawyer of the client.

Article 8 – Professional rules

- 1) All lawyers working at Wolleswinkel Hofman Advocaten are registered in the Netherlands with the Dutch Bar Association. Professional rules and associated complaints and dispute regulations apply to lawyers.

Article 9 – Choice of law and forum

- 1) Dutch law applies to all legal relationships between Wolleswinkel Hofman Advocaten and its clients.
- 2) Only the Dutch court has jurisdiction to hear any dispute between Wolleswinkel Hofman Advocaten and a client.