

**GENERAL CONDITIONS OF SERVICE OF THE PARTNERSHIP (MAATSCHAP) BOERS ADVOCATEN
LOCATED AT VEENENDAAL, THE NETHERLANDS**

I DEFINITIONS

In these general terms and conditions, the following definitions shall apply:

- a. the partnership: the Boers Advocaten partnership, established in Veenendaal (The Netherlands), which consists of natural persons and/or legal entities persons. A list of partners will be sent on request;
- b. the lawyer: a lawyer who is a partner or employee of the Boers Advocaten partnership or has a partnership;
- c. the client: the contracting party of the partnership;
- d. the firm: the partnership and the natural persons and legal entities associated with the partnership, including the (direct and indirect) directors of the latter, (legal) entities with which a partnership has been entered into and their (direct and indirect) directors, employees of the partnership, which includes attorneys at law;
- e. fee: the financial compensation (time-proportional or otherwise) excluding disbursements and travel expenses, agreed upon by the partnership with the client for the execution of the engagement.

II APPLICABILITY

- a. These general conditions shall apply to all contracts of engagement entered into with the partnership, unless otherwise agreed in writing prior to their conclusion. The general conditions may also be consulted at www.boersadvocaten.nl.
- b. These General Terms and Conditions may also be invoked by Stichting Beheer Dergengelden Boers Advocaten if such Foundation is involved in the performance of the engagement.
- c. These General Terms and Conditions shall apply to any instructions given to the partnership. This expressly includes any follow-up engagement and/or amended and/or additional engagement. The applicability of any general or other conditions of the client is expressly rejected.
- d. These general conditions have been drawn up in Dutch and English. The Dutch text shall be binding in the event of any difference in content and/or tenor.

III ASSIGNMENT

- a. A contract with the partnership shall only come into effect after an assignment has been accepted by the partnership. Engagements shall be accepted to the exclusion of the provisions of Sections 7:404, 407(2) and 409 of the Dutch Civil Code.
- b. An assignment shall be deemed to have been given to the partnership and to be accepted exclusively by the partnership. The client agrees that the partnership shall have the assignment carried out under its responsibility by the firm or, if necessary, by third parties on the instructions of the firm.
- c. The client guarantees the accuracy, completeness and reliability of the information and documents made available to the firm, even if they originate from third parties, also with respect to the information needed to establish the client's identity and to comply with the obligations of the Money Laundering and Terrorist Financing (Prevention) Act. The firm is obliged to report unusual transactions to the relevant authorities.
- d. The client accepts the consequences of the fact that in the execution of the assignment the legal and behavioral regulations for lawyers are respected by the firm.
- e. Engagements are performed by the partnership exclusively for the benefit of the client. Third parties cannot derive any rights from the contents of the work performed and, more generally, from the manner in which such instructions have or have not been carried out.

IV TERMINATION

- a. The client shall at all times have the right to terminate the assignment by giving notice. Notice of termination must be given in writing.
- b. The partnership shall have the power to terminate the client assignment, but with due observance of such a period of notice and in such a way that the interests of the client are affected as little as possible.

V DECLARATIONS

- a. For the execution of an assignment, the client shall owe the fee plus disbursements and turnover tax. At the beginning of each calendar year, the partnership shall be entitled to index the basic hourly rate agreed with the client by a reasonable percentage in relation to the development of the price level.
- b. If the performance of the engagement extends over a period exceeding one month, the client may be invoiced on an interim basis.
- c. The partnership shall be entitled to require the client to make an advance payment. Any advance payment received shall be set off against the final invoice for the engagement.

VI PAYMENT

- a. Payment of the partnership's invoices shall be made without deduction, discount or set-off, within 14 days of the date of the invoice. If this term is exceeded, the client shall be in default by operation of law.
- b. Only payment by transfer to one of the bank accounts in the name of the partnership or payment in cash (up to the maximum generally permitted in the legal profession at the time of payment) against proper proof of payment shall lead to the client's discharge for the payment concerned.
- c. Insofar as the client was not acting in the exercise of a profession or business, the client shall owe an amount equal to the maximum compensation allowed by law in respect of extrajudicial collection costs, with a minimum of € 40.00, as stipulated in and calculated in accordance with the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), insofar as the outstanding amount, after the default has occurred, is not paid by the client after a demand for payment within 14 days from the day following the date of the demand.
Insofar as the client was acting in the pursuit of a profession or business, the client shall owe compensation for extrajudicial collection costs, which costs shall in that case, in deviation from article 6:96 subsection 4 of the Dutch Civil Code and in deviation from the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), be set now for then at an amount equal to 15% of the total outstanding principal sum with a minimum of € 150.00.
- d. Payments received shall first serve to reduce the costs referred to under c., then the disbursements, interest and finally the principal sum and accrued interest.
- e. If the partnership's client consists of more than one natural or legal person, they shall be jointly and severally liable to the partnership for the satisfaction of all payments due to the partnership.
- f. The firm does not perform work on the basis of government-funded legal aid. The client agrees to be assisted on a fee basis.

VII SUSPENSION OF WORK

- a. If the client is in default of payment, the firm is entitled to suspend the activities on behalf of the client. It will do so after giving the client prior notice.
- b. The partnership and the firm accept no liability for any loss suffered by the client or third parties as a result of a suspension of activities on the grounds referred to here.

VIII DEPOT DEPOSIT

- a. The partnership may require a deposit before commencing the performance of the assigned work. The amount of the deposit will be determined in consultation between the lawyer concerned and the client. If, in the opinion of the Partnership, the client's financial position or payment record gives cause to do so, the amount of the deposit may be adjusted at a later stage. The deposit will be settled at the end of the engagement.
- b. If the Client fails to make the requested deposit or to adjust the amount, the lawyer concerned or the Partnership shall be entitled, without prejudice to the other rights of the Partnership, to immediately suspend the further execution of the engagement and all that the Client owes the Partnership on any account whatsoever shall become immediately due and payable.

IX CESS FUNDS

- a. Funds held by the partnership for the client shall be deposited in a bank account of the Stichting Beheer Derdengelden Boers Advocaten. Unless otherwise agreed in writing, no interest shall be paid on such monies to compensate for the costs of administration and management of the account. If the bank charges Stichting Beheer Derdengelden Boers Advocaten negative interest on the deposited funds of the client or a third party, such negative interest shall be charged to the client or the third party respectively and the negative interest shall be deducted from the deposited amount. The client shall indemnify the partnership and the firm against claims of third party(ies) in connection with the indebtedness/deduction of negative interest.
- b. The partnership and the firm shall not be liable if the Stichting Beheer Derdengelden Boers Advocaten is unable to make payment to the client because the banking institution where such foundation holds one or more accounts cannot meet its obligations to the foundation. The client shall indemnify the partnership and the firm against third party claims on the third party money.

X LIABILITY

- a. The liability of the firm, the partnership, Stichting Beheer Derdengelden Boers Advocaten and its directors and the lawyer concerned for damages arising out of or in connection with the performance of an assignment or other legal relationship entered into by the partnership in this respect shall, regardless of the nature or basis thereof, at all times be limited to the amount paid out in the case in question under the professional liability insurance taken out by the partnership, increased by the amount of the deductible that is for the account of the insured party under the policy conditions.
- b. If, for whatever reason, no payment is made under the professional liability insurance, liability shall be limited to the fee charged by the partnership to the client for the engagement, subject to a maximum of € 5,000.

- c. The client must protest to the firm in writing or by e-mail no later than two months after he has discovered or reasonably should have discovered the defect, failing which the defect can no longer be invoked. Any legal claim for compensation for damages shall (also) lapse one year after the day on which the client has become aware or could have become aware of both the damage and the person liable for it, or at least within one year after the work has been completed.
- d. If, in the opinion of the client, the amounts referred to under a. are not sufficient, the option exists to take out top-up insurance at the client's expense.
- e. The client indemnifies the firm, the partnership and the lawyer involved against claims from third parties for damages that have arisen or will arise in the context of the execution of the assignment and/or as a result of a circumstance in which the client has provided the lawyer involved with incorrect or incomplete information.
- f. If through or in connection with the execution of an assignment or otherwise damage is caused to persons and/or property for which the partnership or the firm is liable, such liability shall be limited to the amount or amounts to which the general business liability insurance taken out by the partnership gives claim, increased by the excess borne by the partnership under such general business liability insurance.
- g. If, for whatever reason, no payment is made under the general business liability insurance, liability shall be limited to a maximum of € 5,000.
- h. Any claim for compensation against natural persons and/or legal entities and their (direct and/or indirect) directors of the partnership and/or Stichting Beheer Derdengelden Boers Advocaten, their employees, employees of the firm, including lawyers and (legal) persons with whom a partnership has been concluded and their (direct and indirect) directors is excluded.
- i. The partnership and/or the firm is authorized to engage third parties in connection with the execution of assignments. The partnership and/or the firm is authorized to accept any limitations of liability used by such third parties also on behalf of clients of the partnership and/or the firm. Any own liability of the partnership and/or the firm for any shortcomings and/or errors of (these) third parties is excluded.
- j. The limitations and exclusions of liability contained in these General Terms and Conditions shall also apply in the event that an assignment or part thereof has been wrongfully refused by the Partnership and damages may result therefrom.
- k. Not only the partnership and the firm, but also all (legal) persons, both those who are in any way connected with the partnership and third parties engaged in the execution of any assignment of a client, including the (legal) persons mentioned in this article, may rely on these General Terms and Conditions. These (legal) persons may at all times invoke this irrevocable third-party clause agreed for their benefit.

XI LAW TO PREVENT WHITEWASHING AND FINANCING TERRORISM (Wwft)

a. As a result of laws and regulations (including the Prevention of Money Laundering and Financing of Terrorism Act), the partnership and the firm are obliged to establish the identity of the client, its director(s) and ultimate beneficiary(ies) (UBO) and to report unusual transactions to the authorities under circumstances, without informing the client, its director(s) and the UBO. The partnership and the firm as well as the (legal) persons mentioned in Article X shall not be liable to the client and/or its director(s) and beneficial owner(s) for this purpose. The client and/or his director(s) and beneficial owner(s) shall indemnify the partnership and the firm as well as all (legal) persons mentioned in Article X against claims of third parties, including the (semi-)government, in case of a (possible) unusual transaction and this has consequences for the partnership, the firm and/or all (legal) persons mentioned in Article X.

XII GENERAL DATA PROTECTION REGULATION (AVG)

a. The partnership is a data controller as defined in the General Data Protection Regulation (AVG). The partnership processes personal data as described in the privacy statement found at <https://www.boersadvocaten.nl/privacy-cookies.html>.

XIII ARCHIVING

a. After the end of the assignment, the original documents present in the file will be provided to the client.

b. The relevant file will be physically destroyed after the end of the case. The digital documents will be retained for the statutory retention period. They will be available to the client during that time, against reimbursement of the costs of lifting them from the archives.

XIV CONVERSION

a. If and insofar as one of the provisions of these general terms and conditions is void or voidable, the legally permissible provision should be read for that provision and the other provisions will remain in full force.

XV APPLICABLE LAW AND CHOICE OF FORUM

a. The contract of assignment between the partnership and the client shall be governed by Dutch law.

b. All disputes connected with the engagement shall be settled by the District Court of Midden-Nederland, location Utrecht.