

General Terms and Conditions of Van Odiijk Advocaten B.V.

To clarify the arrangements that apply when you engage Van Odiijk Advocaten B.V. ('**VOA**'), we have adopted these general terms and conditions. They apply to every agreement we conclude with each other and to all work we perform for you (the '**Client**'). We may amend these general terms and conditions, both for current and new agreements. We will of course notify you if we do so.

Assignment

1. All assignments and other services will be accepted and performed exclusively by VOA, regardless of any other intention. Sections 7:404 (assignment given to be performed by a specific person) and 7:407(2) (joint and several liability in the event of multiple contractors) of the Dutch Civil Code are not applicable.
2. The assignments given will be performed only for the Client. Third parties cannot derive any rights from services VOA provides to the Client. The Client indemnifies VOA if third parties do so without VOA's permission, incur a loss as a result and hold VOA liable for such loss.

Rates and invoicing

3. Unless agreed otherwise, VOA will invoice on the basis of hours worked at the applicable hourly rates, plus a fixed percentage of the fees to cover general office expenses and VAT. This also applies to the time spent on travel and on the first intake interview. VOA is entitled to adjust its rate at regular intervals.
4. VOA will charge the Client any expenses it necessarily incurs for the Client but are not included in the rate. These may include courier costs, court fees, bailiff's costs and the costs of translators and other external experts.
5. In principle VOA invoices on a monthly basis, but is entitled to send interim invoices. Invoices must be paid within 14 days of the invoice date.
6. VOA will at all times be entitled to request that the Client make an advance payment. If VOA charges an advance, it may attach the condition that VOA will commence work only after it has received the advance payment from the Client. An advance payment received will be set off against the invoices, including any interim invoices.

Liability

7. In the unlikely event that during the performance of a Client's assignment an incident occurs which leads to liability on the part of VOA, this liability will be limited to the amount that may be claimed under the professional liability insurance taken out by VOA.
8. If the insurer fails to pay, VOA's total liability will be limited to a maximum amount equal to the amount in fees charged to the Client in the case from which the liability arises, up to maximum of €50,000, not including turnover tax.
9. Any rights of claim and/or other powers the Client may have towards VOA will at any rate lapse after the expiry of a period of one year from the date on which the Client became aware or could reasonably have become aware of the existence of those rights of and/or powers.
10. Persons affiliated to VOA are not liable under any circumstances. The term 'persons affiliated to VOA' includes all former, current and future (a) direct or indirect shareholders of VOA ('partners'), (b) holding, work, pension or other entities related to VOA or its partners, (c) a Foundation for the Management of Clients' Funds (*Stichting Beheer Derdengelden*)

related to VOA, and (d) employees, consultants, managers, trainees, temporary workers and freelancers. Persons affiliated to VOA (and their successors in title) are also entitled to invoke these general terms and conditions, as they have been adopted for their benefit too.

11. The Client indemnifies VOA and the persons affiliated to VOA against all third-party claims for which VOA's liability is limited as stated in Articles 7 and 8. This indemnification also covers the related costs.

Engagement of third parties

12. If the case so requires, VOA will engage external experts or suppliers on the Client's behalf, for example bailiffs, translators, couriers, law firms abroad, civil-law notaries or tax consultants. VOA will exercise due care in doing so. VOA will not be liable for any damage or loss caused by these service providers. If a service provider wishes to limit its liability, VOA will be entitled to accept this limitation of liability on the Client's behalf.

Clients' funds

13. VOA and the Foundation for the Management of Clients' Funds affiliated to it are entitled to keep custody of the funds of the Client and third parties and deposit these funds with a bank of their choice, but are not liable if this bank fails to comply with its obligations. Unless agreed otherwise, no interest will be paid on payments received in the clients' account or otherwise.

Data protection and compliance

14. All electronic communication, including email, is considered to be written communication. The Client agrees that VOA uses digital means of communication and data storage services. VOA is not liable for any damage or loss resulting from this use.
15. The Client accepts that the assignments accepted and performed by VOA are subject to the applicable legislation and regulations, such as the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financiering van terrorisme, Wwft*) and the rules of conduct of the Netherlands Bar (*Nederlandse Orde van Advocaten*) which are applicable to VOA. For this reason, VOA is obliged to establish the Client's identity and report any unusual transactions to the authorities, without informing the Client thereof.
16. VOA processes personal data of the Client and persons working at the Client to enable it to provide the best possible service and in compliance with legal obligations.
17. VOA retains electronic or paper files for a minimum of seven years after the last communication with the Client with respect to the case concerned. After the expiry of this period, VOA will destroy these files.

Complaints Procedure

18. VOA has a complaints procedure in place. For more information, see the VOA website.

Choice of law and forum

19. All legal relationships with VOA are governed by Dutch law.
20. Disputes will be submitted in the first instance exclusively to the competent court of the Central Netherlands, Utrecht location, unless a mandatory statutory provision prescribes another court as competent court. Nevertheless, VOA has the right to submit disputes to the competent court in the Client's place of residence or business.