

## VAN DIEPEN VAN DER KROEF ADVOCATEN - GENERAL TERMS AND CONDITIONS 11 JUNE 2022

### 1. APPLICABILITY

- 1.1 Notwithstanding the provisions of Articles 7:404 and 7:407(2) as well as Article 7a:1680 of the Dutch Civil Code ("DCC"), all engagements are accepted and carried out exclusively by the partnership Van Diepen Van der Kroef Advocaten ("VDVDK"). VDVDK is a partnership of private limited companies (professional companies). The joint professional companies, which are partners in the partnership at the time the agreement is concluded, are, for the benefit of and at the expense of the partnership assets jointly belonging to them, the sole contractual counterparty of the client ("Client"). A list of VDVDK's current partners will be sent upon request.
- 1.2 These general terms and conditions apply to and form part of all agreements between VDVDK, 'Stichting Beheer Derdengelden Van Diepen Van der Kroef Advocaten', which is affiliated with it, and the Client, as well as to all ensuing agreements and further legal and other acts carried out by VDVDK with, for or vis-à-vis the Client. If these general terms and conditions apply, they will also apply, without any further declaration of applicability, to new agreements between these parties and to all extra-contractual relations between the parties, in particular any unlawful act. The agreements referred to in this paragraph are deemed to include work carried out by VDVDK for the benefit of the Client.
- 1.3 VDVDK may not invoke these general terms and conditions to the extent that it is not permitted to do so (either wholly or in part) by the professional organisation. VDVDK will not exercise any rights pursuant to these general terms and conditions until it has obtained the consent of the relevant Local Bar President.
- 1.4 These general terms and conditions and the engagements are governed exclusively by Dutch law, to the exclusion of the Client's own purchasing conditions.
- 1.5 These general terms and conditions are available in Dutch, German and English. The Dutch language version of these general terms and conditions will prevail and is binding in the event of any difference of opinion between the parties regarding their content and/or scope.

### 2. AGREEMENT

- 2.1 VDVDK will endeavour to perform the agreement with the Client with due care and expertise. However, VDVDK does not guarantee that it will achieve the envisaged result.
- 2.2 The Client is obliged to provide VDVDK, fully and promptly, with all the facts and circumstances that may be relevant to the proper performance of the agreement, as well as with all the data and information requested by VDVDK. The Client guarantees that all the data and information provided to VDVDK are accurate and complete.
- 2.3 If any clause of the agreement proves to be invalid or unenforceable, either wholly or in part, it will be replaced by a clause for which that is not the case and which, to the extent possible, contains the same provision as the invalid or unenforceable clause. To the extent necessary, the parties will consult each other in good faith on the exact wording of such replacement clauses.
- 2.4 VDVDK and the Client are always entitled to terminate an engagement agreement early.

### 3. FEE AND PAYMENT OBLIGATIONS

- 3.1 VDVDK charges a fee for its work, which in principle is based on an hourly rate, a fixed fee of 6% for office expenses (plus VAT), as well as any expenses incurred by third parties. VDVDK revises its hourly rates every year with effect from 1 January based on the following factors: increased seniority, knowledge and experience of the lawyer concerned, and the annual price index for commercial services. VDVDK is always entitled to ask the Client for an advance on its fee.
- 3.2 Payment of VDVDK's invoices is due 14 days after the invoice date. However, if the Client defaults on its payment obligation to VDVDK in respect of any engagement, payment will, in derogation from the foregoing, be due immediately.
- 3.3 If payment is not made by the due date, the Client will be in default by operation of law and will then owe default interest equal to the then current statutory interest rate pursuant to Article 6:119 DCC. Notwithstanding the foregoing, if the Client is acting in the exercise of a profession or the conduct of a business or legal entity, the Client will owe commercial interest pursuant to Article 6:119a DCC. The Client will not be entitled to any set-off or suspension. The Client will bear all the legal and extrajudicial costs incurred by VDVDK in collecting its claims, which will be no less than 10% of the outstanding invoices, totalling a minimum of EUR 150.

#### 4. COMPLAINTS & COLLECTION

- 4.1 VDVK operates on the basic principle that disputes between the lawyer handling the case and the Client can be resolved mutually ("amicably") without the intervention of a government court or an external dispute resolution committee. For complaints about VDVK's service provision and/or the amount of its invoice(s), the firm's internal complaints procedure, posted on VDVK's website ([www.vandiepen.com/kantoorklachtenprocedure](http://www.vandiepen.com/kantoorklachtenprocedure)), will be adhered to.
- 4.2 If a dispute that arises between the parties regarding VDVK's performance of an engagement and/or any invoice(s) left unpaid by the Client cannot be resolved amicably under the firm's internal complaints procedure referred to in Article 4.1, the District Court of Amsterdam will have exclusive jurisdiction to hear the dispute. This choice of forum covers all disputes between the parties arising from, and related to, the engagement in question.
- 4.3 If the Client is a natural person who is not acting in the course of a profession or the conduct of a business, the provisions of Article 4.2 will only apply insofar as the Client does not indicate, within one month of VDVK informing him or her in writing that it intends to commence debt collection or other proceedings before the District Court of Amsterdam, that he or she would like to have the matter heard by the statutorily competent court (see Article 6:236n DCC).

#### 5. LIABILITY

- 5.1 As soon as the Client discovers or reasonably should have discovered possible grounds for a valid claim against VDVK, the Client is obliged to immediately inform VDVK in writing of the existence of such alleged claim, supported by documents and properly substantiated, on pain of forfeiting any rights in that regard. Without prejudice to the provisions of Article 6:89 DCC, the right to claim damages against VDVK lapses one year after the event from which the damage arose, either directly or indirectly, and for which VDVK is liable. An event referred to in the preceding sentence includes an omission.
- 5.2 Any liability of VDVK is at all times limited to the amount paid out in the relevant case on the basis of its (professional) liability insurance policy or policies, in so far as it is obliged to maintain such insurance policy or policies under compulsory rules issued by the Netherlands Bar Association, plus the amount of any excess not payable by the insurers under the policy conditions. If, for any reason whatsoever, the insurer does not make a payment, any liability will be limited to twice the amount the Client paid to VDVK in the relevant calendar year for work carried out on the Client's behalf, up to a maximum of EUR 150,000.00 (including VAT).
- 5.3 VDVK is never liable for indirect damage, consequential damage or trading losses. VDVK's liability will never exceed the amount provided for in these general terms and conditions, irrespective of whether the claim in question is based on an agreement or on any other grounds, in particular an unlawful act. The limitation of liability referred to in this Article 5 does not apply to intentional acts or omissions or gross negligence on the part of VDVK (or its members) and/or its employees.
- 5.4 If persons engaged in connection with the performance of an engagement issued by the Client, would like to limit their liability in that regard, all engagements that the Client issues to VDVK will entail the authority to accept such limitation of liability, including on the Client's behalf.
- 5.5 If the performance of an engagement issued by the Client involves the deployment of a person established outside the Netherlands who is neither associated with VDVK nor part of a joint venture entered into by VDVK, VDVK will not be liable for any errors made by that person.

#### 6. DATA PROTECTION AND PROFESSIONAL RULES

- 6.1 VDVK is a controller within the meaning of the General Data Protection Regulation ("GDPR"). Personal data consist of any information about a living, identified or identifiable natural person (the data subject). It is extremely important to VDVK that personal data are handled carefully. This means that VDVK has taken appropriate technical and organisational measures to safeguard the security of your personal data. VDVK will ensure that the firm processes personal data of data subjects securely and in accordance with the requirements of the GDPR. For more information, please see the VDVK website ([www.vandiepen.com/privacy](http://www.vandiepen.com/privacy)).
- 6.2 The Client will provide VDVK with the data that VDVK, or the third parties engaged by it, requires in order to comply with obligations to establish the identity of clients and persons affiliated with them, including obligations under the Prevention of Money Laundering and Terrorist Financing Act. VDVK may in this regard be required to verify the UBO registration. If the audit reveals that the UBO registration does not correspond to VDVK's information on the ultimate beneficiary owner, VDVK must notify the Chamber of Commerce of this. VDVK is also required to report unusual transactions to the relevant authorities.