

## General Terms and Conditions of Maes Staudt Advocaten N.V.

### **1. Maes Staudt Advocaten N.V.**

- 1.1. Maes Staudt Advocaten N.V. ('MSA') is a public limited liability company, incorporated under the laws of the Netherlands, in order to practice the legal profession and to render other (legal) services. A list of persons holding shares in MSA through holding companies (those persons and their holding companies referred to below as 'Partners') will be provided upon request. A list of all of MSA's employees and advisers will also be provided upon request.
- 1.2. In addition to MSA, the clauses set forth in the terms and conditions may be relied upon by all the Partners, all other persons working for MSA, all advisers of MSA and all persons whom MSA has hired to perform any instruction and/or who carry any liability in that connection or who could carry any liability in any way as well as all the persons whose acts or failures to act could fall within the scope of MSA's liability. The same applies to the successors in title by operation of law of the aforesaid persons.

### **2. The Instruction**

- 2.1. All services and other work will be provided pursuant to an engagement agreement entered into with MSA. These terms and conditions will apply to every instruction given by a counterparty (referred to below as the 'Client') to MSA, including any follow-up instructions, amended instructions, additional instructions or any new instructions agreed upon verbally or in writing, as well as all consequential or associated legal relationships, unless expressly agreed otherwise in writing. In the event of any conflicts between the English and the Dutch versions of these terms and conditions, the Dutch version will be binding.
- 2.2. If a Client disputes that an instruction has been given, regardless of the manner in which it was given, the Client must demonstrate that the instruction was effectively not given.
- 2.3. All instructions will be accepted exclusively by and agreed exclusively with MSA and will be performed on its behalf. This will apply in full if the engagement agreement or the legal relationship with the Client was concluded with the help of a person within the meaning of Article 1(2). Whether it is the express or implied intention of the Client to have the services performed by a specific person will not make any difference. Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code will not apply.
- 2.4. MSA may designate Partners, employees and advisers of MSA at its discretion to perform any instructions that have been granted to MSA under its responsibility and may hire persons who are not affiliated with MSA ('Third Parties') in relevant cases. 'Affiliated Persons' are: the Partners, the employees and the advisers of MSA.
- 2.5. Unless otherwise agreed, any instruction accepted by MSA will remain within the scope of employment law and migration law advice.
- 2.6. MSA expressly rejects any applicability of terms and conditions of the Client.

### **3. Performance of the Instruction**

- 3.1. The instruction given to MSA creates a best efforts obligation rather than an obligation to produce a specific result.
- 3.2. The instruction will be performed for the benefit of the Client only. Parties other than the Client may not rely on the result or the performance of services undertaken for the Client and can derive no rights from it, unless MSA expressly agrees otherwise in writing. The Client may not make available legal opinions and similar statements or advice to Third Parties without MSA's prior permission in writing, unless that permission is already evident from the description of the instruction.
- 3.3. In performing the instructions given to it, MSA will perform the services and select the persons it wishes to engage with the care of a diligent contractor.
- 3.4. The Client must ensure that all information and documents that MSA needs, in its opinion, to perform the instruction are provided in time, in the form and in the manner required by MSA. The Client warrants the accuracy, completeness and reliability of the information and records made available to MSA, including those provided by third parties, unless the nature of the instruction implies otherwise. Additional costs arising from a delay in performance of the instruction and an additional fee because the required information and records are not provided or not provided properly or in time will be for the account of the Client. MSA will have the right to suspend the commencement or the performance of the instruction until the Client has satisfied the obligations referred to in this paragraph.
- 3.5. In addition, without being requested by MSA the Client must promptly provide or disclose information, (new) facts and (new) circumstances that are required by MSA to perform the services adequately.
- 3.6. If the communication between the Client and MSA is conducted by electronic means of communication, such as e-mail and other forms of data traffic, both parties will ensure that standard virus protection is used. However, neither party will be liable towards the other for any loss arising from the transmission of viruses and/or other irregularities in electronic communication, and for any messages that are not received or that are damaged. E-mails and other forms of data traffic will be dispatched without encryption, unless the Client and MSA have expressly made alternative arrangements.
- 3.7. Any advice given verbally by MSA will be valid only if confirmed in writing by MSA.

### **4. Intellectual Property**

- 4.1. MSA reserves all intellectual property rights in relation to products of the mind that MSA uses or has used and/or develops or has developed within the framework of performing the instruction, and in respect of which MSA holds or is able to assert copyright or other intellectual property rights.
- 4.2. It is expressly forbidden for the Client to reproduce, publish or exploit those products, including operating procedures, advice and opinions, (model) contracts and other products of the mind of MSA, all in the broadest sense, whether or not with the help of Third Parties. Reproduction and/or publication and/or exploitation will be allowed only after written permission has been obtained from MSA. The Client will have the right to reproduce written documents for use within its own organisation to the extent that reproduction is consistent with the purpose of the instruction. In the event of premature termination of the instruction, the foregoing will apply mutatis mutandis.

### **5. Invoicing and Payment**

- 5.1. The fee for the services performed by MSA will be charged at an hourly rate, unless agreed otherwise. The hourly rate will be the rate in effect at MSA for the persons involved in the services at the time of performance of the services. At the Client's request MSA will quote its rates in effect at any given time. MSA will be entitled to review its rates office-wide every year.
- 5.2. MSA will charge the Client any costs that are not included in its rates, including (without limitation) travel expenses, court fees, administrative charges, legal fees, the costs of couriers and translation and, in general, any costs of third parties hired. To keep the rates transparent, no percentage on top of the fee for general office costs will be charged by MSA to the Client. The latter two sentences of paragraph 1 will apply mutatis mutandis to that percentage.
- 5.3. MSA will be entitled to charge an advance or request payment of a deposit from the Client at any time. MSA will be entitled to make commencement of the services conditional on receipt of the advance/payment of the deposit. The advance/deposit will be set off against the last invoice for the services to which the payment of the advance /deposit relates.
- 5.4. To the extent applicable, all invoiced amounts will be increased by turnover tax and other government imposed levies.
- 5.5. As a rule the services will be invoiced to the Client on a monthly basis, unless agreed otherwise. Invoice disputes must be raised within 14 days of the invoice date. The payment term will be 14 days in all cases, counted from the invoice date, except for court fees, administrative charges and any forwarded charges, for which the payment term will be five days. That payment term may be deviated from in writing only. Payment by the Client must be made without any deductions, discounts or set-off within the applicable payment term. Payment must be made in euros by direct debit collection from the Client's bank account via a SEPA mandate (SEPA Core Direct Debit or SEPA B2B) one day after expiration of the payment term, unless expressly agreed otherwise.
- 5.6. The payment term referred to in paragraph 5 will be of the essence. In the event of late payment, the Client will be in default by operation of law, without any further reminder or notice of default being required. From that time, interest will be due by the Client at a rate of 1% per month and MSA will be authorised to adopt collection measures.
- 5.7. All costs of judicial or extrajudicial collection will be paid by the Client. Extrajudicial costs will be determined in accordance with the Standards for Extrajudicial Costs of Collection Act.
- 5.8. If an invoice is not paid in time, MSA will be entitled to suspend its services, including regarding instructions of the Client other than the one to which the unpaid invoice refers.
- 5.9. In the event of a jointly given instruction, the Clients will be jointly and severally liable for payment of the full invoice amount.
- 5.10. In the event of winding up, bankruptcy, statutory debt rescheduling or a suspension of payments of the Client or petitions seeking same, all claims against that Client will become due immediately.

- 5.11. MSA will be entitled to mutually set off all claims between MSA and the Client. Monies in the bank account of Stichting Derdengelden may be set off against MSA's claims against the Client only with the Client's specific consent.
- 5.12. If the Client or any Third Party accidentally or unduly transfers any funds to the bank account of Stichting Derdengelden instead of MSA's office bank account, MSA and Stichting Derdengelden will be entitled to correct that without (prior) permission from the Client.

## **6. Liability**

- 6.1. Any claim for compensation by the Client against the persons referred to in Article 1(2) will be excluded. Those persons may rely on the third-party clause stipulated for their benefit at any time.
- 6.2. MSA will never be liable for any direct or indirect loss arising from (brief) verbal advice for which MSA did not charge a fee to the Client.
- 6.3. MSA will never be liable for direct or indirect loss that is due to the Client providing MSA with inaccurate or incomplete information.
- 6.4. MSA will never be liable for direct or indirect loss due to MSA suspending its services in response to failure of the Client to pay an invoice.
- 6.5. MSA will never be liable for any indirect loss, including without limitation, consequential loss, loss of profits, pecuniary loss, loss of savings or loss due to business interruption.
- 6.6. Without prejudice to the provisions of paragraphs 2 to 5, MSA's total liability arising from or in connection with performance of any instruction for all claims collectively, will be limited to the amount that is paid in the relevant case under the liability insurance policies taken out by MSA, increased by the amount of the applicable uninsured risk under those policies. If, for any reason whatsoever, those insurance policies do not pay out a benefit or do not provide cover for the loss, the total liability for all the claims collectively will be limited to a maximum equivalent to the fee that was paid to MSA for the relevant instruction, and will in any event be limited to an overall maximum of EUR 25,000 (in words: twenty-five thousand euros). In the event of any instruction with a completion time longer than half a year, the total liability will be limited to the fee that was paid to MSA for the relevant instruction in the last six months, and will in any event be limited to an overall maximum of EUR 25,000 (in words: twenty-five thousand euros).
- 6.7. MSA's professional liability insurance complies with the Professional Liability Regulations (Verordening op de beroepsaansprakelijkheid) of the Dutch Bar Association (Nederlandse Orde van Advocaten). The insurance policy will be available at MSA's offices for inspection by Clients.
- 6.8. The Client will indemnify MSA against all claims of third parties that are associated with or that arise, directly or indirectly, in any way whatsoever from the Client's instruction and/or the services performed for the Client.

## **7. Third Parties**

- 7.1. In performing its services, MSA will be authorised to hire Third Parties, including without limitation, third parties hired for advice on tax and social security law and financial advice. MSA will select Third Parties with due care. In selecting those Third Parties, MSA will consult with the Client to the extent that is usual or reasonable in the relationship with the Client. MSA will not be liable for any action or inaction by any Third Party and will not be liable for any error that may be made by that Third Party. MSA will not be liable for any direct or indirect loss due to failures of third parties. By giving MSA an instruction, the Client authorises MSA to accept a limitation of liability also on behalf of the Client, without prior consultation with the Client if the Third Party hired by MSA wishes to limit its liability.

## **8. Identity of Clients and Duty to Report**

- 8.1. Current regulations require MSA to ascertain the identities of Clients and to report any unusual transactions to the relevant authorities in some circumstances. By giving MSA an instruction, the Client confirms it is aware and approves of this reporting duty to the extent necessary. The Client must provide MSA with all records for that purpose prior to commencement of the services.

## **9. Complaints and Dispute Settlement Scheme for the Legal Profession**

- 9.1. MSA takes part in the Complaints and Dispute Settlement Scheme for the Legal Profession ('Klachten- en Geschillenregeling Advocatuur').
- 9.2. All disputes arising from the conclusion and/or execution by MSA of services, including all disputes relating to invoices, will be resolved in accordance with the regulations of the Disputes Committee for the Legal Profession (<https://www.advocatenorde.nl/625/bedrijven/geschillencommissie-advocatuur.html>). Under these Regulations disputes relating to services for private Clients are settled by a binding opinion unless Clients apply to the ordinary court after MSA has considered their complaints. In the event of claims against private Clients a binding opinion will be given only if the Client deposits the outstanding amount with the Disputes Committee, failing which collection will become the subject of arbitration. Under the Regulations disputes relating to corporate Clients will be submitted to arbitration.
- 9.3. If MSA and the Client fail to resolve complaints about the services provided, the Client may take the complaint to the Disputes Committee for the Legal Profession.
- 9.4. If a dispute is to be submitted to an ordinary court, the court having jurisdiction is the Court of Oost-Brabant, with the possibility of filing appeal and cassation, without prejudice to MSA's right to submit disputes to any other competent court.

## **10. Miscellaneous**

- 10.1. MSA and the Client may terminate the instruction at any time - i.e. also prematurely - in writing. In that case, the Client will be required to pay MSA the fee for the services performed and the costs incurred up to the time of termination.
- 10.2. Upon completion of the instruction, the file (whether or not digitised) will be kept in MSA's records (whether or not digitised) with due observance of the statutory retention period. After that period has expired, the file will be destroyed or digitally removed, unless the Client informs MSA in writing before expiration of that period that it wishes to receive the file (whether or not digitised). For retrieving the file (whether or not digitised), MSA will charge a fee.
- 10.3. The provisions of any agreement and of the terms and conditions that are intended, expressly or impliedly, to survive termination of the agreement will remain in effect and be binding on both parties after the termination.
- 10.4. Rights of action and other rights of the Client against MSA on any basis whatsoever in connection with the performance of services by MSA will expire in any event after one year has elapsed since the commencement of the day following that on which the Client learned or could reasonably be aware of the existence of those rights.
- 10.5. If these terms and conditions and/or the engagement agreement include any provisions that are invalid, the other provisions of these terms and conditions and/or the engagement agreement will not be affected. The provision that is invalid will be replaced by a valid provision that approximates the intentions of the Parties with the invalid provision as closely as possible.
- 10.6. The legal relationship and all agreements and legal relations between the Client and MSA will be governed exclusively by the laws of the Netherlands with the exception of any applicable rules of international law.
- 10.7. All disputes between the Client and MSA will be submitted to the court having jurisdiction in the judicial district of Oost-Brabant (the Netherlands), while the possibility of filing an appeal or cassation appeal is retained, without prejudice to MSA's right to submit a dispute before another court having jurisdiction.
- 10.8. MSA has the right to amend the terms and conditions at any time. The amended terms and conditions will apply to new instructions for the performance of services and to current contracts. The most recent version of the terms and conditions is available for inspection on MSA's website ([www.maes-staudt.nl](http://www.maes-staudt.nl)) and the terms and conditions have been filed with the Chamber of Commerce of Brabant in Eindhoven (the Netherlands).