

General Terms and Conditions of Spetter advocaat & mediator B.V.

1. Introduction

1. Spetter advocaat & mediator B.V. is a private limited liability company under Dutch law, has its registered office in Amersfoort, and is registered at the Register of Companies under number 67441645. Spetter advocaat & mediator B.V. shall hereinafter be referred to as: "Spetter advocaat & mediator".

2. Applicability

2.1. These General Terms and Conditions are applicable to all assignments and any additional and/or follow-up assignments given to Spetter advocaat & mediator as well as to the resulting or related legal relationships, regardless of whether the said assignments are carried out in the capacity as lawyer, paralegal, non-legal officer, partner, director, mediator, or otherwise.

2.2. The provisions in these General Terms and Conditions are not only applicable to Spetter advocaat & mediator itself, but also to those who are or have been employed by Spetter advocaat & mediator as employee or contractor or who have otherwise been engaged in the implementation of any assignment by Spetter advocaat & mediator. The same applies to former partners and employees of Spetter advocaat & mediator - including their heirs (if any) - if they are held liable after leaving Spetter advocaat & mediator.

2.3. The applicability of other general terms and conditions - whether those of the client or of third parties - is precluded.

2.3. These General Terms and Conditions are also applicable to the legal relationship with third parties who are involved in whatever way, directly or indirectly, in the services provided by Spetter advocaat & mediator respectively for whose acts or omissions Spetter advocaat & mediator could be liable.

3. Assignments

3.1. All assignments are deemed to have been exclusively given to and shall be accepted by Spetter advocaat & mediator only, even if it is the explicit or implied intention that an assignment shall be carried out by a specific person. The applicability of Section 7:404 Dutch Civil Code containing a regime for the last-mentioned case, and of Section 7:407 (2) Dutch Civil Code establishing a joint and several liability in cases in which an assignment is given to 2 or more persons, is explicitly precluded.

3.2. The implementation of the assignment shall be exclusively for the benefit of the client.

3.3. Third parties cannot derive any rights from the implementation of the work carried out for the client.

3.4. The client may terminate the agreement at all times, Spetter advocaat & mediator can exclusively terminate the agreement in case of compelling grounds and if, on reasonable grounds, Spetter advocaat & mediator is not prepared to carry out the assignment according to the wishes of the client.

3.5. The client shall at all times provide Spetter advocaat & mediator well in time with all data or information as is useful and necessary for a proper implementation of the agreement and shall render all cooperation, including but not limited to the submission of data.

3.6. The client warrants the accuracy and completeness of all data and information submitted to Spetter advocaat & mediator.

4. Mandatory identification

4.1. Pursuant to the Dutch Identification (Provision of Services) Act (*Wet Identificatie bij Dienstverlening*), Spetter advocaat & mediator is held to properly establish the identity of its clients. For this purpose, the client must submit all required documents concerned to Spetter advocaat & mediator.

4.2. Spetter advocaat & mediator reserves the right to suspend implementation of an assignment until the documents required for a proper identification have been submitted.

5. Engaging third parties and temporarily replacement

5.1. If third parties are engaged who do not belong to its organization, Spetter advocaat & mediator shall observe the required due care and (except in case of assistance by a bailiff) shall consult the client for the selection of such third parties beforehand if and insofar as possible. Engaging a third party shall merely create commitments between the client and the said third party, and not with Spetter advocaat & mediator. Spetter advocaat & mediator has the right to accept - also on behalf of the client - a limitation of liability possibly negotiated by such party as well as possibly deviating general terms and conditions, in which case Spetter advocaat & mediator shall be entitled to enforce such limitation of liability or deviating general terms and conditions against the client if and insofar as this refers to implementation of the assignment by the third party.

5.2 Where appropriate, the practice will be taken over by J.L. (Linda) van Schoonhoven, LL.M., lawyer in Heerde.

6. Liability

6.1. All and any claims by the client and third parties shall lapse if these are not submitted in writing and with motivation to Spetter advocaat & mediator within six months after the client and/or the third party became aware, or reasonably could have been aware, of the facts on which the claim is based.

- 6.2. Spetter advocaat & mediator has taken out professional liability insurance with the insurance cover prescribed by the Bar Association of the Netherlands.
- 6.3. The liability of Spetter advocaat & mediator is limited to the insurance amount paid out under the professional liability insurance taken out by Spetter advocaat & mediator, increased by the amount of the deductible.
- 6.4. The liability of Spetter advocaat & mediator is covered worldwide, regardless of where the error was committed or the event has occurred. Upon request, Spetter advocaat & mediator shall give access to the insurance policy/policies taken out.
- 6.5. If no insurance payment is made for whatever reason, the liability of Spetter advocaat & mediator shall be limited to the legal fees invoiced by Spetter advocaat & mediator concerning the assignment concerned subject to a maximum of € 25,000. The liability of Spetter advocaat & mediator vis-à-vis third parties is limited to € 5,000.
- 6.6. Spetter advocaat & mediator does not accept liability for errors or shortcomings of the third parties referred to in article 5.
- 6.7. The client shall indemnify Spetter advocaat & mediator and the third parties that it engages against all and any claims by third parties - including but not limited to the reasonable costs of legal assistance - who assert that they suffer or have suffered damage caused by or in connection with the work carried out for the client, except for gross negligence or wilful misconduct on the part of Spetter Advocaat & mediator.
- 6.8. Spetter advocaat & mediator is not liable vis-à-vis the client for any report made by Spetter advocaat & mediator within the scope of the Dutch Disclosure of Unusual Transactions (Financial Services) Act (*Wet Melding Ongebruikelijke Transacties*) and shall be held harmless by the client for any claims by third parties who assert that they suffer or have suffered damage caused by such a report, unless all this is the result of gross negligence or wilful misconduct on the part of Spetter advocaat & mediator.

7. Applicable law

- 7.1. The legal relationship between the client and Spetter advocaat & mediator is governed by Dutch law. All and any disputes shall exclusively be brought before the competent court of law in the Netherlands.

8. Legal fees and expenses

- 8.1. In connection with the implementation of the assignment, Spetter advocaat & mediator shall invoice fees, expenses, and disbursements. All amounts are inclusive of VAT.
- 8.2. Unless explicitly otherwise agreed between the parties, the fees shall be determined based on the amount of time spent and the hourly rate agreed for the assignment concerned.
- 8.3. Spetter advocaat & mediator has the right to adjust its standard hourly rate, the travel-expense compensation for travel by car, and the office overhead each year, effective as of January of any year.
- 8.4. Any disbursements paid by Spetter advocaat & mediator for the benefit of the clients shall be invoiced separately. Disbursements are to be understood as expenses, such as court registry fees, bailiff fees, fees of medical consultants, costs of retrieval of medical information, courier services, et cetera. In order to cover the overhead (such as the cost of postage, telephone, fax, and copies), a percentage of the fees shall be invoiced. All amounts are inclusive of VAT.
- 8.5. Spetter advocaat & mediator may ask the client for an advance payment before making a start with the implementation of the assignment, or for an interim advance payment before continuing with the implementation of the assignment. An advance payment shall be set off against the final fee note for the case concerned upon finishing of the assignment.

9. Payment of fee notes

- 9.1. The performed is invoiced to the client each month, in principle. Payment of the fee notes must be effected - without withholding any deduction, discount or set-off - within 14 days, unless a different term of payment has been agreed. If a fee note is not paid before the payment deadline, the client shall be in default by operation of law, without requiring any further notice of default, in which case the client shall owe interest on the fee-note amount. If the client is a private individual, this refers to statutory late-payment interest, and if the client is a company, this refers to statutory commercial interest.
- 9.2. All and any judicial and extrajudicial expenses to be reasonably incurred in order to collect unpaid fee notes shall be borne by the client, notably 15 % of the collectible amount, subject to a minimum of € 250. If legal proceedings are required, the client shall be held to compensate all costs involved, including but not limited to the litigation costs to be liquidated which shall be fully payable by the client if the court rules against the client (for the most part).
- 9.3. In the event of non-payment, Spetter advocaat & mediator shall be entitled to discontinue or suspend the work for the client with immediate effect - except for cases in which the Code of Conduct for Lawyers prohibit discontinuation or suspension of the work -, without making Spetter advocaat & mediator liable to pay damages to the client in whatever way.

10. Archiving

10. After finishing the assignment, the original documents shall be handed over to the client by Spetter advocaat & mediator at the request of the client, unless the law or specific regulations of the Bar Association of the

Netherlands prescribe otherwise. Spetter advocaat & mediator shall not accept any responsibility or risk after transfer of the original documents to the client and therefore advises the client to archive the court documents with due care. After finishing the assignment, the dossier shall be kept archived by Spetter advocaat & mediator for at least seven years.

11. GDPR

11. Spetter advocaat & mediator collects and processes personal data exclusively in order to be able to properly implement the professional services agreement, this with due observance of the privacy provisions in compliance with the GDPR laid down in a separate Privacy Statement and a Disclaimer concerning the use of its web site: www.spetteradvocaat.nl.

12. Complaints and Dispute Procedure

12. Spetter advocaat & mediator has a complaints procedure.

12.1. Spetter advocaat & mediator participates in the Complaints and Disputes Procedure for the Legal Profession. If the client enters into an agreement with Spetter advocaat & mediator, the client also accepts the applicability of this regulation. The complaints procedure will be sent on request. This procedure entails that the client first makes his complaint known to the office, after which it will be dealt with by the complaints officer. If this does not lead to a solution, the client may submit the complaint to the Dutch Foundation for Consumers Complaints Boards (*Geschillencommissie Advocatuur*, www.degeschillencommissie.nl) or to the Arbitration Board of the Dutch Association of Personal Injury Lawyers (LSA).

12.2. All disputes as a result of the conclusion and/or the execution of the assignment, including all disputes regarding invoices, will be settled by the committee selected in accordance with its own regulations, which will also be sent on request. If the dispute concerns an assignment from a private client, those rules shall provide for a binding opinion, unless the client applies to the ordinary court within one month after the complaint has been handled by the firm. The Disputes Committee for the Legal Profession is also competent to rule on claims for damages up to a maximum of €10,000 (complaints submitted until 31 December 2021) or damages up to €25,000 (complaints submitted on or after 1 January 2022). Higher compensation claims cannot be handled by the committee unless you expressly waive your right to higher compensation.

12.3. In the event of a collection of a claim against a private client, there is only binding advice if the client pays the outstanding amount to the committee. If he fails to do so, arbitration shall apply to the collection. If the dispute concerns the commission of a business client, the regulations provide for arbitration. You also always have the choice of submitting the dispute to the court. The court will make a binding ruling.

12.4. The legal relationship to which these General Terms and Conditions apply, is governed by Dutch law. Any disputes will be exclusively settled by the competent court in Utrecht, without prejudice to the right of appeal or cassation.

These General Terms and Conditions are handed out before or upon conclusion of the agreement and may also be searched in the website of Spetter advocaat & mediator (www.spetteradvocaat.nl), and shall be submitted free of charge upon request.