



GENERAL TERMS AND CONDITIONS OF VAN GELDER ADVOCATEN

All our services are subject to our general terms and conditions.

Article 1. Applicability

1. These general terms and conditions apply to all offers and negotiations as well as to all assignments and all (juridical) acts and agreements - including future ones - between Van Gelder Advocaten B.V. (hereinafter referred to as 'VGA') and third parties, including clients. If the other party refers to its own general terms and conditions, these will be explicitly rejected by VGA with reference to Section 6:225, subsection 3, last sentence, of the Dutch Civil Code. These conditions have not only been stipulated for the benefit of VGA, but also apply to its directors, employees and hired third parties/auxiliary persons. Once these general terms and conditions have been declared applicable, the most recent version will be deemed applicable, unless otherwise agreed in writing.

2. If any provision of any agreement entered into between VGA and the client conflicts with the general terms and conditions, the provisions of the agreement will prevail.

3. If and to the extent that any provision of the general terms and conditions, or part of a provision, is void or voidable, the other provisions or the remaining part of the void or voidable provision of the general terms and conditions will remain in full force and effect. VGA and the client will then consult with each other about a new provision to replace the void/voidable provision, whereby the purpose of the void/voidable provision will be observed as much as possible.

Article 2. Assignment and termination

1. All assignments are deemed to have been given exclusively to and will only be accepted by or on behalf of VGA, even if it is the express or tacit intention that an assignment will be carried out by one or more specific persons. The operation of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded. Pursuant to, among others, the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van Witwassen en Financiëren van Terrorisme, WWFT), VGA is obliged to verify the identity of the client and to report certain unusual transactions to the authorities. The client is aware of this obligation and, to the extent necessary, gives permission for this.

2. Either party may terminate the agreement by giving notice, if desired with immediate effect. The client is obliged to pay the fee and additional costs for the work carried out up to the moment of termination.

Article 3. Engagement of third parties/auxiliary persons

Each assignment given to VGA entails the authority to engage third parties/auxiliary persons, including interim lawyers and external advisers.

Article 4. Third-party claims

VGA carries out assignments exclusively on behalf of the client. Third parties cannot derive any rights from the contents of the activities carried out for the client and/or the execution thereof, not even when they can be considered directly or indirectly interested parties. The client indemnifies VGA against claims by third parties, for whatever reason, which are in any way related to the activities carried out for the client, in particular if these claims are the result of incomplete and/or incorrect information provided by client.

Article 5. Liability

Any liability of VGA shall be limited to the amount paid out under its (professional) liability insurance policy, increased by the applicable excess. Without prejudice to the provisions in article 6:89 of the Dutch Civil Code, every right of claim of the client shall lapse in any event if no legal action has been instituted by/on behalf of the client towards VGA at the latest within 12 months after the client discovered or reasonably should have discovered the defect in the performance. VGA shall not be obliged to compensate any damage if, at the time when the liability arises, the client is in default with the fulfilment of any obligation towards VGA.

Article 6. Rate and payment

The fee will be calculated on the basis of the time spent multiplied by the hourly rates used by VGA, unless agreed otherwise in writing. VGA is entitled to increase its hourly rates annually by means of indexation. VGA is authorised - before commencing its work

- to require an advance payment, which will be set off against the final invoice. VGA invoices (in principle) once a month for the work carried out up to that time. Any disbursements (such as court fees, bailiff's costs, etc.) will be charged to the client. Payment of invoices must be made within 14 days of the invoice date, without suspension or setoff, to the specified account number, unless otherwise agreed in writing. In the event of late payment, VGA is entitled to suspend its activities. VGA is never liable for any damage resulting from this suspension. After expiry of the term of payment, the client will be in default by operation of law without notice of default being required. In the event of late payment, the client will owe statutory interest and extrajudicial collection costs. The extrajudicial collection costs (with a minimum of €40) will be charged in accordance with the graduated scale in the Dutch Extrajudicial Collection Costs (Standards) Act (Wet Normering Buitengerechtelijke Incassokosten) and the Compensation for Extrajudicial Collection Costs (Fees) Decree (Besluit Vergoeding voor Buitengerechtelijke Incassokosten). Payment will first be applied against costs, then against accrued interest and finally against the principal sum and interest accruing.

Article 7. Complaints and Dispute Settlement Scheme for the Legal Profession

In the event of a complaint from the client about the performance of the assignment by VGA, the internal complaints procedure will first be followed. The complaint must be made in writing to the lawyer or legal counsel handling the case within three months after the moment the client became aware or could reasonably have become aware of the act or omission that gave rise to the complaint. The lawyer or legal counsel will try to find a solution together with the client. Should the complaint not be dealt with satisfactorily, it may be submitted to the Complaints Boards for the Legal Profession (Geschillencommissie Advocatuur). This must take place within 12 months of VGA's written response to the complaint submitted by the client, after which period this option lapses. All disputes as a result of the coming about and/or the execution of the assignment - including disputes concerning invoices - are settled by the Complaints Boards for the Legal Profession in accordance with its own regulations. The applicability of the regulations of the Complaints Boards for the Legal Profession is established by acceptance of the assignment confirmation, or by execution of the agreement/assignment.

Article 8. Secrecy and data traffic

VGA and all its employees are obliged to observe confidentiality pursuant to the laws and regulations applicable to lawyers. The sending of email and other forms of data traffic may be unencrypted so that confidentiality is not guaranteed. VGA is not liable for the incorrect or incomplete transmission of information or delay in the receipt of email traffic and other forms of data traffic. VGA and the client are not liable towards each other for any damage that may arise at one or each of them as a result of the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic communication, transmission of viruses and the non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except in so far as the damage is the result of an intentional act or gross negligence. The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender until evidence to the contrary is provided by the recipient. As VGA is obliged to comply with laws and regulations that apply to lawyers' (including the Act of Advocates (Advocatenwet) and the Rules of Conduct of the Dutch Bar Association) when carrying out assignments, VGA is obliged to comply with the applicable ethical and technical regulations. The client can assume that VGA does or omits everything that may reasonably be expected of it to prevent any risks and/or damage within the framework of confidentiality and/or data traffic.

Article 9 Processing of personal data

1. In so far as VGA processes personal data when providing services to the client, it will act in accordance with the provisions of the currently applicable privacy legislation (including the GDPR).

2. VGA will not process personal data without a legal basis. VGA will only share personal data with third parties if this is necessary for the execution of our agreement with you



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or if VGA is obliged to do so by law. VGA may also engage a translation agency or external advisers, such as interim lawyers or other holders of confidential information, if this is necessary in order to represent your interests in a specific file, provided that the provision of personal data is compatible with the original purposes.

3. VGA will not retain personal data longer than necessary and - if present - will adhere to the statutory retention periods.

4. Third parties engaged by VGA that offer services as data controllers are themselves responsible for the (further) processing of personal data in order to comply with the GDPR. VGA is never liable for any damage suffered by the client.

5. The privacy statement on the website of VGA forms an integral part of these general terms and conditions and can be consulted via [this link](#).

Article 10. Rights of data subjects

1. In so far as VGA processes personal data of data subjects, a data subject may turn to VGA to exercise the rights they have under the GDPR. This concerns (a) the right of information, (b) the right of access, (c) the right of rectification, (d) the right of deletion and oblivion, (e) the right of restriction, (f) the right to object, (g) the right to data portability, (h) the right not to be subject to automated decision-making.

2. To the extent that VGA acts as data controller within the meaning of the GDPR, VGA will consider the request. VGA will, in principle, inform the data subject within one month of receipt of the request as referred to in paragraph 1 of this article about the execution of the request to exercise the rights. If grounds for refusal exist, VGA may refuse the request. In the event of a complex or extensive request, VGA may extend the aforementioned period by two months. VGA will inform the data subject within one month of receipt of the request. VGA will not charge any costs for responding to the request of the data subject, unless it concerns an unfounded or excessive request. In that case, a reasonable compensation for the effort may be demanded by VGA. Such a request may also be refused by VGA for the same reason. VGA will, if necessary, identify the data subject before responding to the request referred to in paragraph 1 of this article.

Article 11. Applicable law and competent court

The legal relationships to which these general terms and conditions apply are governed exclusively by the laws of the Netherlands. With regard to disputes that fall within the competence of the civil court, they will be submitted exclusively to the competence of the District of Zeeland-West-Brabant, location Breda.

Article 12. Other provisions

The general terms and conditions may be drawn up in either Dutch or English. In the event of any difference in content or interpretation between these versions, the Dutch version will be binding. VGA reserves the right to change the general terms and conditions. The most recent version will be published on the website www.vangelderadvocaten.nl.

Van Gelder Advocaten B.V. has its registered office in Oisterwijk and is registered in the trade register under number 18081546.

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