

ABLD General Conditions

Article 1: The law firm

ABLD Advocatuur B.V., a private company with limited liability, is a law firm in Amsterdam, the Netherlands, registered in the trade register of the Amsterdam Chamber of Commerce under n° 3427.4414 (hereinafter: 'ABLD' and/or 'we'). ABLD is a trade name which has also been registered as a trademark.

Article 2: The applicability of these ABLD General Conditions

1. These ABLD General Conditions shall apply to all agreements you have with us and all instructions given to us. They shall also apply to additional agreements and instructions given to us at a later time.
2. These ABLD General Conditions may be relied upon not just by us but also by the (natural or legal) persons who we may involve in the performance of our agreement with you (even after they are no longer involved with ABLD), including but not limited to the *advocaten* and other employees working with us and the *Stichting Beheer Derdengelden* (Client Money Foundation) we use. Such persons shall not become a party to our agreement with you, even after they have accepted a stipulation made on their behalf.

Article 3: Your agreement with ABLD

1. All instructions from and agreements with you shall be solely accepted and carried out by ABLD. This shall also apply if it is your express or implied intention that the agreement or instructions, in whole or part, is/are carried out by one or more specific persons associated with ABLD. It is hereby agreed that the effect of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Netherlands Civil Code are excluded.
2. All agreements that you have with us and all instructions accepted by us shall be exclusively governed by Dutch law.¹
3. You may terminate our agreement at any time. The right of (full or partial) rescission ('*ontbinding*') and the right to void or nullify ('*vernietiging*') are excluded.

Article 4: The execution of your instructions

1. We shall carry out your instructions and the agreement with you solely on your behalf. Others may not rely on our work for you. You shall defend, indemnify and hold us harmless ('*vrijwaren*') as well as the persons who we involve in the performance of our agreement against all third-party claims that may arise from or that are in any way connected to our agreement with or instructions from you.

¹ In these ABLD General Conditions, Dutch legal concepts are translated in English terms that are comparable, though not necessarily identical, to the applicable Dutch term (written in *italic*).

2. You grant us power of attorney ('*volmacht*') and authorize us to represent you in and out of court, to act and speak on your behalf and to do everything that can reasonably contribute to the execution of our agreement and your instructions.
3. We are authorized to engage third parties (for example, external attorneys-at-law or lawyers, bailiffs, process servers, translators, couriers) while carrying out your instructions and our agreement with you. You authorize us to contract such third parties on your behalf and to agree to limitations or even exclusions of liability for breach of contract and tort. We shall not be liable for any act or omission of a third party engaged by us.
4. We shall be solely guided by your interests while executing your instructions and our agreement with you. We are, however, bound to observe the law and regulations applicable to *advocaten* registered in the Netherlands.
5. In carrying out our agreement we shall act as you may expect of a reasonably competent and reasonably acting *advocaat*. We shall strive to achieve your objective, but we do not promise that this will be achieved. There is therefore a risk that you will incur our professional fees and expenses without achieving the desired benefit or result.
6. The *Wwft* (Money Laundering and Terrorism Financing (Prevention) Act) and related legislation, compels us under certain circumstances to inter alia obtain additional information from you to ascertain your identity, the activities and transactions you are undertaking or collaborating with. In such case, we are authorized and under certain circumstances compelled to suspend our services until we have been able to comply with our obligations. We point out that under certain circumstances we are legally obliged to disclose unusual transactions to the authorities, without us being allowed to inform you thereof. We are not liable for any damages that may result from such reporting, nor are we liable if such reporting proves not to be warranted.
7. If the *Stichting Beheer Derdengelden*, to which we are affiliated, receives and/or manages funds in the context of the performance of our services to you, we are authorized on its behalf to charge you the associated costs and negative interest. You are also obliged to indemnify the *Stichting Beheer Derdengelden*, to which we are affiliated, if it becomes the subject of an investigation in connection with our services to you or is involved in legal proceedings.

Article 5: Privacy, IT and archive

1. ABLD is a data controller as laid down in the General Data Protection Regulation (GDPR) and processes personal data as described in its privacy statement, which can be found on www.abld.eu.
2. You authorize ABLD to process all personal data received from you, also by engaging sub-processors. You guarantee that you shall only share personal data with us which you are allowed to do so by law. You will indemnify ABLD against claims made by data subjects relating to the alleged unlawful processing of personal data in connection with our agreement with you.
3. We stipulate that we may exchange messages, notifications and data electronically (via various Internet applications and e-mail). Although we will observe reasonable care, we cannot ensure that unauthorized persons are not able to access such data.
4. Upon finalizing our work on your behalf, we will send you any original documents (for example, judgments or procedural documents) and close our file. We advise you to archive such documents no less than seven years from receipt. We shall only keep scanned copies in our (digital) archive.

Article 6: Fees, expenses and disbursements

1. As compensation for our services we shall be entitled to payment of our professional fees as well as expenses and disbursements. If applicable, VAT will be charged.
2. We shall calculate our professional fees based on the hourly rate agreed with you. We shall charge time dedicated to your case rounded up to the nearest one-tenth of an hour. We may increase the hourly rate every year on 1 January by the inflation rate, and in any case by 3%.
3. Expenses are general office costs, charged to you at a fixed rate of 6.5% of our professional fees. These include postage, telephone, photocopying and access to various (legal) databases for research. Disbursements are specific charges incurred on your behalf such as fees and costs of third parties (external lawyers, translators, bailiff and process server), court fees, travel and subsistence. We may periodically and separately charge you for disbursements, and may require payment on account to cover the same.
4. We will invoice you in principle at least once a month. We may, however, request a payment on account before commencing or continuing our services, and we may suspend our services until such payment on account is received by us. Advances paid by you will be set off against our final invoice upon closing our files.
5. The professional fees, expenses and disbursements we charge are nett, free of any taxes, deductions and/or withholdings that you may be obliged to retain when making payment to us. Should these be due, a corresponding amount shall be added to our original invoice (which shall be credited and replaced with a new invoice), so as to enable you to pay us the original amount due, on a nett basis.

Article 7: Payment of our invoices

1. All our invoices must be paid within fourteen (14) days after the invoice date. Time is of the essence with respect to this payment term (*'fatale termijn'*). You may not set off or deduct any amount from the amount due, and neither are you entitled to suspend payment.
2. Failure to make timely payment will cause you to be in default (*'verzuim'*), without a notice (*'ingebrekestelling'*) to that effect being required. If you are in default, you will be liable for extrajudicial debt collection costs (*'incassokosten'*) we incur to collect the full amount due from you. In such case you will also be liable for statutory interest for commercial transactions pursuant to Article 6:119a of the Netherlands Civil Code on the amount outstanding of our invoice and on the extrajudicial debt collection costs.

Article 8: Limitation of our liability

1. Our liability (including personal liability of our *advocaten* and employees) for breach of contract and tort is limited to the amount that ABLD's professional and general liability insurance pays out in the specific case, plus ABLD's policy excess (*'eigen risico'*). The limitation of liability will not be invoked in the event of wilful misconduct or gross negligence (*'opzet of grove nalatigheid'*).
2. If our insurance company is not obliged to make a payment – while in law we are liable – our liability will be limited to twice the net fees paid by you in the matter concerned in the six months prior to the time we defaulted or acted unlawfully for the first time.

Article 9: Dispute settlement

1. If you have a complaint about our services or our invoice, you are obliged to submit it to us in writing. Your complaint will be handled according to our office complaints procedure, which can be found on www.abld.eu.
2. The right to initiate legal proceedings expires ('*verjaren*') three (3) years after the day on which you became aware or could reasonably have become aware of the actions or omissions to which the claim relates.
3. All disputes arising out of or in connection with our agreement with you or instructions given to us will be resolved by the competent judge in Amsterdam, to the exclusion of the jurisdiction of any other court or tribunal.