

## **GENERAL TERMS AND CONDITIONS Kremers Advocaten B.V. in Breda**

### **CLAUSE 1 KREMERS ADVOCATEN B.V.**

- 1.1 Kremers Advocaten B.V. ("Kremers Advocaten"), having its corporate seat in Breda, is a private corporation, incorporated under Dutch law, with the corporate objective of running a legal and mediation practice. At the request of the client a list is made available of the parties who own stocks in Kremers Advocaten (also referred to as: "partners").
- 1.2 The stipulations laid down in these general terms and conditions were not only drawn up for the benefit of Kremers Advocaten but also for the benefit of any and all attorneys-at-law and (legal) employees employed at the office of Kremers Advocaten and partners / stockholders (including the directors of the parties who hold stocks in Kremers Advocaten) as well as any and all other people who are employed for Kremers Advocaten or who were employed by Kremers Advocaten at the time of the performance of the activities respectively any and all people who were hired by Kremers Advocaten for the performance of an engagement respectively any and all people for whose acts and omissions Kremers Advocaten could statutorily be held liable ("third-party clause").

### **CLAUSE 2 THE ENGAGEMENT**

- 2.1 These general terms and conditions are applicable to any and all engagements for the provision of services between a client and Kremers Advocaten (including additional engagements and follow-up engagements) as also to the phase prior to the conclusion of an engagement for the provision of services.
- 2.2 An engagement regarding legal services awarded to an attorney-at-law employed at the office of Kremers Advocaten (also including the partners / stockholders of Kremers Advocaten) or a legal employee does, upon acceptance of the same and whilst setting aside the provisions set forth in section 404 and section 407 subsection 2 of Book 7 of the Dutch Civil Code, exclusively create an obligation between the client and Kremers Advocaten.
- 2.3 Kremers Advocaten shall be free to have engagements awarded to the same carried out under its responsibility by the "partners" and members of staff of Kremers Advocaten to be designated by the same, as the occasion arises whilst hiring third parties.
- 2.4 To comply with the statutory obligation imposed on the attorney-at-law the client is held to, when awarding the engagement or immediately upon demand, provide proof of identity with a valid identity document.
- 2.5 The obligation of Kremers Advocaten deriving from an engagement for the provision of services consists of a best efforts obligation, based on the data made available by the client and the nature of the engagement, unless the engagement expressly provides for (exclusively) an act or result. If the client requires restrictions in the performance of the engagement then it is up to the client to indicate the said restrictions in writing.

### **CLAUSE 3 LIABILITY**

- 3.1 The personal liability of the attorneys-at-law and (legal) employees employed at the office of Kremers Advocaten and partners / stockholders (and their practice corporations) is expressly excluded. Only Kremers Advocaten shall be liable for errors potentially made during the performance of the engagement. The liability of Kremers Advocaten shall be limited to the amount that is, as the occasion arises, paid in respect

of the claim pursuant to the professional liability insurance taken out by Kremers Advocaten, plus the amount of the excess. If Kremers Advocaten cannot assert a (full) legally valid claim pursuant to its professional liability insurance then its liability is limited to € 50,000.00 per engagement.

- 3.2 Liability for indirect damages or consequential damages is excluded under all circumstances.
- 3.3 Claims in connection with alleged liability of Kremers Advocaten must forthwith, however at the latest 6 months after the client has discovered or should reasonably have discovered a potential ground for a claim vis-à-vis Kremers Advocaten, be submitted to Kremers Advocaten with a solid substantiation in writing, subject to forfeiture of rights.
- 3.4 The performance of the awarded engagement exclusively takes place for the benefit of the client. Third parties cannot derive any right from the content of the contract for the provision of services or from the performed activities, not even if they can directly or indirectly be qualified as a party interested in the result of the activities. Kremers Advocaten and/or the partners of Kremers Advocaten and/or the attorneys-at-law of Kremers Advocaten and/or the employees of Kremers Advocaten do not accept any liability vis-à-vis third parties for activities performed for the benefit of the client.

#### **CLAUSE 4           HIRING OF THIRD PARTIES**

- 4.1 The choice of the third parties to be hired by Kremers Advocaten shall, where possible and reasonably appropriate, take place in consultation with the client and in consideration of the necessary diligence. Kremers Advocaten is not responsible for the way that third parties hired by the same perform their activities and shall neither be liable for shortcomings of the said third parties, barring intent or gross negligence on the part of Kremers Advocaten.
- 4.2 If these third parties want to limit their liability in connection with the performance of an engagement of the client of Kremers Advocaten then Kremers Advocaten is authorized to accept this kind of clause without prior consultation with the client.

#### **CLAUSE 5           WWFT**

- 5.1 In pursuance of the Dutch Money Laundering and Terrorist Financing (Prevention) Act (WWFT) Kremers Advocaten is held to report unusual transactions within the meaning of the said Act to the Financial Intelligence Unit (FIU – Netherlands).
- 5.2 In pursuance of the WWFT Kremers Advocaten is only authorized to start the activities after completion of the procedure prescribed by the said Act regarding identification of the client and potential ultimate beneficiaries.
- 5.3 Kremers Advocaten shall never be liable for damages that a client incurred, incurs or shall incur due to or in connection with a notification wrongly made within the framework of the WWFT, unless there is question of intent or gross negligence on the part of Kremers Advocaten.
- 5.4 Kremers Advocaten shall never be liable for damages that a client incurred, incurs or shall incur due to or in connection with the fact that Kremers Advocaten was not able to complete the identification procedure as intended in the WWFT yet, unless there is question of intent or gross negligence on the part of Kremers Advocaten.

## **CLAUSE 6 OBLIGATIONS OF THE CLIENT**

- 6.1 If the client informs a third party of the content of the activities to be performed on its behalf by Kremers Advocaten then the client must inform the client of and accomplish that these general terms and conditions are also accepted by the same.
- 6.2 The client indemnifies Kremers Advocaten as well as any and all people as intended in clause 1.2 of these general terms and conditions against claims of third parties who contend to have incurred damages due to or in connection with the activities performed by Kremers Advocaten for the benefit of the client as also against claims of third parties who contend to have incurred damages due to a wrongful notification within the framework of the WWFT by Kremers Advocaten or its “partners” or one of its employees or other auxiliary people, unless there is question of intent or intentional recklessness of Kremers Advocaten or one of its employees or other auxiliary people.
- 6.3 Payment of fee notes of Kremers Advocaten must take place within 15 days after the date of the fee note. The client is not allowed to suspend or settle its payments to Kremers Advocaten.
- 6.4 The contractor is entitled to, prior to the start of the activities and in the interim, suspend the performance of the activities until the client paid an advance for the activities to be performed to the contractor, to be determined in accordance with the requirements of reasonableness and fairness, or provided relevant security for it.
- 6.5 The contractor is authorized to suspend compliance with all its obligations up to the moment that all due and payable claims were paid in full by the client.
- 6.6 A complaint with regard to the activities to be performed and/or the amount of the fee note must be communicated to the contractor in writing within 20 days after the date of dispatch of the documents or information in respect of which the client complains. A complaint does not suspend the payment obligation of the client. If the complaint is not filed on time then any and all rights of the client in connection with the said complaint expire.
- 6.7 If the client did not pay within the aforementioned time limit or not within the further stipulated time limit then the client is in default by operation of law and the contractor is, without any further demand or notice of default, entitled to charge the statutory interest from the due date up to the date of satisfaction in full, all without prejudice to the further rights vested in the contractor.
- 6.8 Any and all (extra-)judicial costs that are related to the collection of fee notes – with a minimum of 15% on the collectable amount – are at the expense of the client. The judicial costs are not limited to the assessed legal costs but shall be at the expense of the client in full if the latter is (predominantly) put in the wrong.
- 6.9 Kremers Advocaten imposes prejudgment measures in respect of claims of Kremers Advocaten vis-à-vis the client that have not been established in court yet and only applies for bankruptcy after consultation with the Dean of the Supervisory Council Breda/ Middelburg.
- 6.10 Kremers Advocaten uses an internal complaints procedure. This includes how complaints can be submitted and how complaints are handled and settled by Kremers Advocaten. The internal complaints procedure can be consulted on the website of Kremers Advocaten.

**CLAUSE 7            TERMINATION OF THE ENGAGEMENT**

7.1      Kremers Advocaten and the client are free to terminate an engagement unilaterally, without stating reasons. As the occasion arises, the activities that were performed up to the moment of termination are settled.

**CLAUSE 8            RATES**

8.1      Kremers Advocaten is entitled to change the (basic) hourly rate and the traveling expenses charged for car or train traveling applied by the same. If the change implies an increase of more than 10% or if the increase takes place within 3 months after the conclusion of the engagement between Kremers Advocaten, on the one hand, and the client, on the other hand, then the client is entitled to rescind the engagement. The right to rescind expires on the 15<sup>th</sup> day after the date of the first fee note, which was sent to the client after increase of the (basic) hourly rate and/or the aforementioned traveling expenses allowance.

8.2      Turnover tax is, where applicable, payable on the fee and the costs and disbursements payable by the client.

**CLAUSE 9            MISCELLANEOUS**

9.1      Dutch law is applicable to any and all engagements concluded by and between the client and Kremers Advocaten.

9.2      The general terms and conditions are also applicable to additional engagements, revised engagements and follow-up engagements of clients.

9.3      Kremers Advocaten does not receive clients' funds within the meaning of the Dutch Legal Profession Regulations. Hence, we are also exempt from the obligation to dispose of a clients' funds foundation. If we are nonetheless confronted with clients' funds then we ensure either that the funds are immediately transferred to the beneficiary in conformity with section 6.19 subsection 1 of the Dutch Legal Profession Regulations or that we yet affiliate ourselves with a clients' funds foundation (and the funds pass through the said foundation). Any and all rules regarding clients' funds are then applicable. Under no circumstance whatsoever do we receive clients' funds on the office account. We informed the Dean that we do not dispose of a clients' funds foundation and we shall also inform him of any change in the availability of a clients' funds foundation. We disclosed in a publicly accessible manner that we cannot receive clients' funds on account of the fact that we do not dispose of a clients' funds foundation.

9.4      Kremers Advocaten retains the dossier created by the same digitally during a period of at least 5 years after which it is possible to proceed with destruction. It is no longer possible to rely on an obligation of Kremers Advocaten to retain a dossier and/or documents that are still part of it if a period of five years has expired after termination of the engagement and/or the date the last fee note in respect thereof was sent.

9.5      After termination of the engagement any and all documents originating from the client and, at the request of the same, other documents (in copy) part of the dossier are made available to the client, on the condition that the amount payable by the client in connection with the engagement was paid.

- 9.6 Disputes about the performance of the engagement and/or payment of fee notes shall exclusively be settled by the competent court in the district where Kremers Advocaten is established. Nonetheless, Kremers Advocaten is entitled to bring disputes to the cognizance of the competent court in the place of residence of the client.
- 9.7 These general terms and conditions were filed with the Chamber of Commerce under number 68712804 on 1 February 2019.

