

General Terms and Conditions: Van der Feltz advocaten N.V.

Article 1: Van der Feltz advocaten N.V.

Van der Feltz advocaten N.V. is a public limited company incorporated under Dutch law which has its registered office in The Hague, the Netherlands (registered in the Trade Register of the Chamber of Commerce at The Hague under number 27364182). In addition to its registered name, the public limited company uses the trade name of "Van der Feltz advocaten". A list of the persons holding shares in Van der Feltz advocaten N.V. through operating companies and/or holding companies will be sent upon request.

Article 2: instructions

2.1. These general terms and conditions apply to all services provided and/or work undertaken by or on behalf of Van der Feltz advocaten N.V. These general terms and conditions also apply to all services provided and/or work undertaken by or on behalf of direct or indirect directors, their operating companies and/or holding companies and to anyone working for Van der Feltz advocaten N.V., whether on the basis of an employment contract or otherwise, as well as to future services and/or work. These general terms and conditions are also stipulated for direct or indirect directors and direct or indirect shareholders of Van der Feltz advocaten N.V. The applicability of any other terms and conditions is explicitly rejected. To the extent necessary, this article serves as a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code [*Burgerlijk Wetboek (BW)*] for the aforementioned persons or legal entities, which clause is hereby accepted by Van der Feltz advocaten N.V. on behalf of these persons or legal entities.

2.2. Notwithstanding the provisions of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code, all instructions are accepted and performed solely by Van der Feltz advocaten N.V.

2.3. Under current regulations, including the Money Laundering and Terrorist Financing (Prevention) Act and policy deriving from it, Van der Feltz advocaten N.V. is obliged when accepting an instruction to conduct client screening, which includes establishing the identity of the client, verifying that there are no reasonable indications that the purpose of the instruction is to prepare, support or conceal unlawful activities, and to report to the appropriate authorities unusual transactions that are conducted or intended without giving notice to or obtaining permission from the client. By giving an instruction to Van der Feltz advocaten N.V., the client confirms that it is aware of this and will provide the relevant identity information, insofar as required.

2.4. The client gives permission, whether in connection with the instruction or otherwise, for the information and personal data it provides to be processed within the organisation of Van der Feltz advocaten N.V. and to be brought to the attention of those within Van der Feltz advocaten N.V. for whom the information will be of use in handling the instruction or for customer relationship management. The client also gives permission for the use of all channels of communication in common use, particularly the Internet and e-mail.

Please go to [Privacy statement | Van der Feltz advocaten](#) for the full Van der Feltz advocaten N.V. privacy statement.

2.5. In the performance of any instruction, Van der Feltz advocaten N.V. acts solely for and on behalf of the client. Unless previously agreed with Van der Feltz advocaten N.V. in writing, Van der Feltz advocaten N.V. does not disclose client opinions to third parties or allow third parties to read such opinions. Third parties may not derive any rights from work performed for the client.

2.6. Van der Feltz advocaten N.V. is entitled to engage third parties, for example litigation lawyers, experts and bailiffs, in connection with its services. Van der Feltz advocaten N.V. will consult with the client on the selection of these third parties as far as it is reasonably possible. Van der Feltz advocaten N.V. may also make use of digital services ("digital services"), offered by third parties or otherwise, such as digital communication, applications for digital sharing and storage of data, e-discovery, automated due diligence, or other applications for data searching, analysis, storage, processing or translation, either automatically or using intelligent or other software. This may entail the transfer of information to servers that are controlled by third parties. Van der Feltz advocaten N.V. will of course exercise due care in its selection of third parties and digital services. Any costs involved in engaging

the aforementioned third parties are billed to the client.

Article 3: Liability

3.1. Any liability of Van der Feltz advocaten N.V. and/or the persons or legal entities referred to in Article 2.1 of these general terms and conditions is limited to the amount paid out under the professional liability insurance of Van der Feltz advocaten N.V. in the case in question, plus the policy excess that is not charged to the insurer under the terms and conditions of the policy. Further details on the policy conditions will be provided upon request. In the event that no payout is made under the aforesaid insurance, for whatever reason, any liability of Van der Feltz advocaten N.V. is limited to the fee charged in the relevant case over the 12 (twelve) calendar months prior to the event on which the liability is based, up to a maximum of EUR 100,000 (one hundred thousand euro). Any claim against Van der Feltz advocaten N.V. and/or the persons or legal entities referred to in Article 2.1 of these general terms and conditions lapses 12 (twelve) months after the aggrieved party was or ought to have been aware of the ground for liability.

3.2. The exclusions of liability set out in Article 3.1 also extend to claims in connection with the non-functioning or incorrect functioning of equipment, software, data files, registers and/or other resources, without exception, used by Van der Feltz advocaten N.V. and/or the persons or legal entities referred to in Article 2.1 of these general terms and conditions in performing the services, and to the interception of audio and/or data transmissions by telephone, fax or e-mail. Audio traffic, data traffic, telephone traffic, fax traffic or e-mail traffic is not encrypted.

3.3. Van der Feltz advocaten N.V. and the persons or legal entities referred to in Article 2.1 of these general terms and conditions are not liable for any shortcomings and/or unlawful acts by the third parties referred to in Article 2.4 of these general terms and conditions. Third parties engaged in connection with the performance of an instruction by Van der Feltz advocaten N.V. may wish to limit their liability or impose other conditions in that respect. Van der Feltz advocaten N.V. is entitled to accept such a limitation of liability on behalf of the client and to accept other conditions on behalf of the client. In the event of failure to perform and/or an act of tort by such third parties, Van der Feltz advocaten N.V. will do what is reasonably necessary to recover the damage caused by such failure to perform and/or act of tort by the third party or third parties in question, unless the client asks that the relevant claim or claims be assigned to it. The liability of Van der Feltz advocaten N.V. and/or the persons or legal entities referred to in Article 2.1 of these general terms and conditions for a third party failure is limited to what the third party offers Van der Feltz advocaten N.V. in terms of recourse.

3.4. None of the persons or legal entities referred to alongside Van der Feltz advocaten N.V. in Article 2.1 of these general terms and conditions is or will be personally liable to the client for performance of the instruction or for any damage arising from or in connection with the instruction, irrespective of whether the claim for performance or compensation is based on an agreement or on any other ground, and the client waives all such rights of action save where mandatory law imposes such a personal liability.

3.5. The client agrees that it will not bring a claim of any kind against any of the persons or legal entities linked with Van der Feltz advocaten N.V. in Article 2.1 of these general terms and conditions in relation to services they have provided in connection with the instruction. The persons or legal entities in question are entitled to demand compliance with this provision on their behalf.

3.6. The client indemnifies Van der Feltz advocaten N.V. and the persons or legal entities referred to in Article 2.1 of these general terms and conditions against all third-party claims, including the reasonable costs of legal aid, that in any way relate to or ensue from the work undertaken for the client, except in the case of intent or gross negligence.

3.7. Van der Feltz advocaten N.V. rejects any liability in the event of the inability of its Stichting Beheer Derdengelden Van der Feltz advocaten (Chamber of Commerce The Hague, file reference no. 27290965) to pay the client owing to a failure by the bank with which Stichting Beheer Derdengelden Van der Feltz advocaten holds one or more bank accounts to fulfil its obligations towards the latter.

3.8. The provisions of this article may also be invoked by or on behalf of the persons or legal entities referred to in Article 2.1 of these general terms and conditions, other persons for whom Van der Feltz

advocaten N.V. may be liable, and by Stichting Beheer Derdengelden Van der Feltz advocaten.

Article 4: Fee notes and retainers

4.1. Unless agreed otherwise in writing, fees are calculated on the basis of the number of hours spent, multiplied by the hourly rates set by Van der Feltz advocaten N.V., and there is no surcharge for general office expenses. Van der Feltz advocaten N.V. is entitled to unilaterally change its hourly rates at a future date.

4.2. Special expenses (such as invoices from bailiffs, experts, other third parties, court fees, travel expenses, etc.) are billed separately, as is any negative interest charged by the bank on the balance held in the account of Stichting Beheer Derdengelden Van der Feltz advocaten (this is done on a pro rata basis and will also depend on the length of the retention period).

4.3. Any costs, charges or debits that may be charged to Van der Feltz advocaten N.V. on the basis of unilaterally imposed or electronically accepted regulations in relation to the method of invoicing (such as e-billing) will be passed on to the client.

4.4. Hours spent as referred to in Article 4.1 of these general terms and conditions also include time spent in preparing a lawyer's letter for the client, at the request of the client, its accountant or a third party, even if the instruction to Van der Feltz advocaten N.V. has already ended when the aforesaid request is made.

4.5. Hours spent as referred to in Article 4.1 of these general terms and conditions also include time spent on work in response to a request under the Open Government Act [*Wet open overheid*] relating to information from documents prepared by Van der Feltz advocaten N.V.

4.6. Hours spent as referred to in Article 4.1 of these general terms and conditions also include time spent on work following an (internal or external) complaint, claim or demand from an opposing party or third party even if the instruction to Van der Feltz advocaten N.V. has already ended when the aforesaid complaint is submitted, unless the complaint, claim or demand is found to be well-founded or is allowed.

4.7. Fee notes may be sent on a monthly basis or depending on the progress of work.

4.8. All amounts billed are subject to statutory turnover tax unless the client can demonstrate that it is exempt

4.9. Van der Feltz advocaten N.V. fee notes are payable within 14 (fourteen) days of invoice date, or a shorter period if so specified on the fee note. Payment must be made in the manner specified on the fee note. The client waives any right to invoke suspension or setoff. In the event of non-payment, the client is legally in default and owes default interest equal to the rate of statutory commercial interest provided for in Article 6:119a of the Dutch Civil Code. Costs of recovery measures are payable by the client.

4.10. Van der Feltz advocaten N.V. is entitled at all times to ask the client for a (deductible) payment on account for the fee that will be charged and any costs that may be incurred. If payment is not forthcoming, Van der Feltz advocaten N.V. may, after giving prior notice, suspend or discontinue its work. Unless agreed otherwise, the advance payment will be set off against the final fee note. Van der Feltz advocaten N.V. is also entitled to set off the payment on account against the client's unpaid or not fully paid fee notes in the case in question or in other cases.

Article 5: Retention period (case) documents

5.1. Van der Feltz advocaten N.V. may remove and destroy files and all documents contained therein, including documents that are the property of the client and/or third parties, 5 (five) years after a case is closed or after notice of archiving, without giving prior notice.

Article 6: Choice of law and choice of forum

6.1. The legal relationship with and the services provided and/or work undertaken by or on behalf of Van der Feltz advocaten N.V. and/or the persons or legal entities referred to in Article 2.1 of these general terms and conditions are subject to Dutch law. Disputes are settled exclusively by the competent court in The Hague, without prejudice to the competence of the bodies of the Netherlands Bar Association [*Nederlandse Orde van Advocaten*].

6.2. These general terms and conditions also apply to all supplementary and follow-up instructions. These general terms and conditions are available in both Dutch and English. The Dutch language text prevails over the English version. Van der Feltz advocaten N.V. is entitled to amend these general terms and conditions at any time. The most recent version of the general terms and conditions is published on the website of Van der Feltz advocaten N.V.: [Algemene voorwaarden | Van der Feltz advocaten](#)