

## **Wolfs Advocaten B.V. General Terms and Conditions**

1. Wolfs Advocaten B.V. (hereinafter Wolfs Advocaten) is a private company with limited liability under the law of the Netherlands whose object is the operation of a legal practice in the broadest sense of the term, unless Wolfs Advocaten B.V. has stipulated differently, in writing, prior to a service provision agreement.

2. These general terms and conditions are applicable to all present and future instructions, amended or supplementary instructions, follow-up instructions, outsourcing and refusal of instructions. These general terms and conditions have in part been drawn up for the benefit of companies and/or persons who, in the broadest sense of the word, work and/or have worked on behalf of Wolfs Advocaten. These parties are entitled to invoke the conditions laid down in these terms and conditions.

3. All instructions from clients will only be accepted and carried out by the company, irrespective of to whom within the company the instruction has been issued, even if it is expressly or tacitly the intention that the instruction be carried out by a particular person. Wolfs Advocaten is at all times free to decide which lawyer and/or legal assistant carries out the instruction. The instruction does not end through the death, receivership or the bankruptcy of persons working for Wolfs Advocaten. Arts. 7:404, 7:407(2) and 7:409 of the Netherlands Civil Code are expressly not applicable.

4. The obligation to provide services arising from the instruction, except where the instruction expressly provides (exclusively) for an act or result, consists of an effort to perform to the best of one's ability, based on details provided by the principal and/or client, hereafter joint and separately: "client". In that regard client is obligated to supply Wolfs Advocaten with all information relevant to the provision of the requested service in full, truthfully, accurately, and in a timely fashion. In the case this information is required for procedural acts said information will be supplied no later than 4 workdays prior to the date for the procedural act in question. In all cases but those wherein Wolfs Advocaten has stipulated differently, this concerns full disclosure of all documents regarding clients business in the broadest sense, as well as an (pro-)active obligation to inform Wolfs Advocaten of all items Wolfs Advocaten deems necessary to include in its service provision. By contracting the services of Wolfs Advocaten, the client agrees that Wolfs Advocaten may communicate with client electronically, for example via e-mail and such, regarding the instruction and/or follow-up instructions, etc. Wolfs Advocaten will not be held liable if liability were to result from or berelated to untimely rendering of such information by the client, barring an intentional act or gross negligence on the side of the statutory directors of Wolfs Advocaten.

5. The professional liability insurance of Wolfs Advocaten satisfies all the conditions laid down by the Netherlands Bar Association. The sum insured currently amounts to €1.000.000,-. The policy and policy conditions can be viewed by client at the office of Wolfs Advocaten.

6. The liability of Wolfs Advocaten for liability and damage arising from or connected with carrying out an instruction ex 7:900 BW (Dutch Civil Code) to be proven by the client is in each case limited to that which is paid under the (professional) liability insurance, plus the excess of the insurance policy. Wolfs Advocaten is not liable for attributable default of its employees. The statutory directors of Wolfs Advocaten is only liable to the client in case of an intentional act or gross negligence. Wolfs Advocaten is not liable for consequential damage howsoever called under any circumstances.

7. For liability and damage ex 7:900 BW (Dutch Civil Code), to be proven by the client, that is not covered by the professional liability insurance Wolfs Advocaten is liable to not more than the fee inclusive of expenses charged by Wolfs Advocaten in respect of the instruction during the last year, to a maximum of € 25,000,-.

8. Wolfs Advocaten takes the necessary care in the engagement of third parties in carrying out instructions, but is not itself liable under any circumstances for damage caused by failures and/or faults of third parties. Wolfs Advocaten is entitled without prior consultation with the client to accept any liability limitation on the part of the engaged third party. Wolfs Advocaten expressly does not guarantee third parties, whether or not established outside the Netherlands, their fee, etc.

Wolfs Advocaten has entered into a cooperative working arrangement with Ron Meulmeester (Kingfisher Advocaten). Wolfs Advocaten will in certain cases engage Ron Meulmeester (through Kingfisher Advocaten). This work is covered by the professional liability insurance of Wolfs Advocaten if and to the extent the work is taken out on behalf of Wolfs Advocaten.

9. Wolfs Advocaten will deal with possible complaints regarding the coming into being and execution of a service provision agreement, the quality of the services rendered and the amount of the invoice in accordance with the internal office complaint regulation. These complaints must be lodged with the internal complaints official that has been appointed by Wolfs Advocaten. The complaint official will inform both the person lodging the complaint and the person whom the complaint concerns regarding the justification of the complaint in a written and substantiated judgement within one month upon receipt of the complaint. This judgement may contain recommendations for future reference. Should the term of one month not be met, the complaint official will send the person lodging the complaint and the person whom the complaint concerns a substantiated written notice stating the term within which a judgement regarding the justification of the complaint will be made. The person lodging the complaint and the person whom the complaint concerns will be given the opportunity to comment on the complaint. The person lodging the complaint will not be due any costs for the processing of the complaint. If the complaint has not been resolved after processing by the complaint official it can be brought before the competent judge in order to obtain a binding judgement. This office complaint regulation is also applicable to the employees working under the responsibility of Wolfs Advocaten and shall apply to all service provision agreements with the client.

10. Wolfs Advocaten is at all times entitled to engage the services of third parties at the expense and risk of the client. These general terms and conditions can be invoked by anyone who has been engaged by Wolfs Advocaten to carry out an instruction. These general terms and conditions are also stipulated on behalf of the Wolfs Advocaten client trust account [*Stichting Beheer Derdengelden Wolfs advocaten*] and its employees and/or (in)direct directors, and on behalf of the directors and/or shareholders of Wolfs Advocaten.

11. Unless otherwise agreed, the usual rate per hour is payable by the client - plus the usual percentage of office expenses and VAT -, and all other expenses (including fees and expenses by third party professionals, costs of court, etc.) that Wolfs Advocaten incurs in carrying out the instruction for the client, plus VAT, where applicable, within the payment period of 15 days of invoice date. Wolfs Advocaten is to be remunerated for said other expenses immediately by client. Wolfs Advocaten does not provide legal aid to clients with limited financial means on the basis of government subsidies. By issuing the commission for the service provision agreement to Wolfs Advocaten, in so far as needed, the client ex 7:900 BW (Dutch Civil Code) expressly

waives any rights to aforementioned legal aid . The rate and said percentage will be fixed annually by Wolfs Advocaten for each member of staff. The hourly rate is based, among other factors, on the experience of the staff member concerned and the interest of the case. In cases with an interest exceeding € 250,000 the hourly rate is increased by a factor of 1.25. The client is not entitled to offsetting and/or suspension under any circumstances.

12. If the client fails to discharge his payment obligations promptly, all judicial and extrajudicial costs that Wolfs Advocaten incurs for the collection of the amounts owed to it shall be for the account of the client ex 7:900 BW (Dutch Civil Code). Extrajudicial costs will in that case be set at the fixed rate of 15% of the amount to be collected ex 7:900 BW (Dutch Civil Code).

13. Without prejudice or detriment to any of its rights, Wolfs Advocaten is entitled to withhold further performance under the service provision agreement if the client's payment history or current payment behaviour makes this course prudent in the sole judgement of Wolfs Advocaten. Further, the total amount to be paid by client to Wolfs Advocaten shall then be fully and immediately due and demandable. In some cases Wolfs Advocaten may, at its own discretion, make execution of the service provision agreement dependant on a prior securisation or payment of (special) additional or other costs, more specifically in the case of costs of court.

The underlying reason is the fact that if Wolfs Advocaten initiates legal proceedings as an attorney at law on behalf of the client in the context of the performance of the assignment, court fees, for which Wolfs Advocaten is wholly and severally liable, will become due by Wolfs Advocaten to any judicial authority within four weeks at the latest. The determination of the amount of court registry fees is reserved for the court in question, which is why Wolfs Advocaten can never provide any certainty (in advance) about the exact amount of court registry fees to be determined. Wolfs Advocaten will never be obliged to take legal action on behalf of the client without a timely financial guarantee being received. In the absence of timely payment of the court fee by the client, the client may be declared inadmissible by the court.

14. In the absence of complaint or by payment of the invoice within 15 days of invoice date any reliance on any challenging of the invoice and/or registration for whatever reason lapses ex 7:900 BW (Dutch Civil Code) and the agreement with the invoices is fixed. Challenging the invoice does not affect the payment obligation of the client.

15. All claims of clients end through the lapse of 12 months from the moment that the facts on which the claim is based are known or must have reasonably become known to the client, unless the claim has been submitted to Wolfs Advocaten in writing and supported by reasons within that period and, if this happens, no later than three months after. In any case, without prejudice to the above, any claim on Wolfs Advocaten will expire in 3 years after termination of the specific service provision agreement. Proof of the moment of (the first of the) facts becoming known is to be provided by client ex 7:900 BW (Dutch Civil Code). If the service provision agreement has ended, the expiry period in any event - and separate from the above – runs from the date of the last performed service under the corresponding service provision agreement. Invoices will be considered known in the context of this article five days after the invoice date.

16. Wolfs Advocaten is at any time entitled to ask the client to pay an advance or security, also in the case of an indemnification ex article 17 and/or, failing that or in the event of a dispute, to suspend or to end its services, without (possible) liability in said cases. Wolfs Advocaten is entitled to exercise a right of retention on everything it has in its possession for everything the client owes to Wolfs Advocaten, for whatever reason.

17. The client indemnifies Wolfs Advocaten against all claims of third parties directly or indirectly arising from or connected with the work or otherwise of Wolfs Advocaten for the client.

18. The person entering into the service provision agreement with Wolfs Advocaten will be considered the client. In so far as he claims to act on behalf of a company or any other separate legal person/legal entity, he will be joint and severally liable for whatever the company in question will be due to Wolfs Advocaten. Therefore, in the case that a service provision agreement has been entered into, both the natural person and the company on whose behalf the natural person has entered into the service provision agreement will be joint and several liable for payment of the amount due to Wolfs Advocaten. A commission whereby the client has requested Wolfs Advocaten to address the invoice to a legal entity will also be considered a joint commission. If and in so far as such a request is made, the natural person will at all times be obligated to pay any and all invoices to Wolfs Advocaten alongside the legal entity to whom the invoice is addressed. The preclusion from rendering legal aid to clients with limited financial means on the basis of government subsidies from article 11 remains applicable.

19. Work arising from the direct or indirect receipt of funds in connection with an issued instruction are counted as part of the instruction, even if this work is done by a third party.

20. All documents that Wolfs Advocaten draws up in carrying out the instruction remain the intellectual property of Wolfs Advocaten. Reproduction for private use or for use by third parties is not permitted except with the prior and explicit consent of Wolfs Advocaten in writing.

21. Wolfs Advocaten will process personal data of the client and/or others with, among others, regard to the service that is provided. Wolfs Advocaten attaches great value to the privacy of involved parties and adherence to the AVG (GDPR). Wolfs Advocaten ensures that the personal data will be processed in a responsible and careful manner. In most cases the personal data is being processed because this is necessary in order to provide the service. By way of the privacy statement of Wolfs Advocaten the involved parties are informed of the processing of their personal data. This privacy statement can be consulted on [www.wolfsadvocaten.nl](http://www.wolfsadvocaten.nl) and will moreover be send as a hard copy to the involved party upon their request.

22. Wolfs Advocaten furthermore also attaches great value to securing and protecting the personal data and will, taking into account technological developments and reasonable costs, make sure to take suitable technological and organisational measures to safeguard a security level related to the risks involved. In case Wolfs Advocaten avails itself of services of third parties such as an IT-supplier, Wolfs Advocaten, with regard to the protection of personal data, will conclude processing arrangements to secure sufficient data protection.

23. Wolfs Advocaten does not store personal data for a period of time that is longer than necessary, or longer than required on the basis of legislation. In doing so, Wolfs Advocaten firstly takes into account the fiscal storage period of seven years, prescribed by law. Next to this Wolfs Advocaten adheres to the storage periods that are prescribed by legislation on the legal profession. In case there is no prescribed storage period for a certain piece of personal data, Wolfs Advocaten will destroy the personal data after a two year period, unless storing that information for a longer period can be useful. The presence of such an necessity is being evaluated periodically by Wolfs Advocaten and included in a report.

24. Wolfs Advocaten is not liable for data loss and/or a breach of security of, among others, though not exclusively, appliances, networks, systems, software, cloud-data, data registers and

databases and/or other processing systems in the broadest sense of the word, which arises either by accident or as the consequence of a wrongful act, either with an internal or external cause and leading to any damage through, among others, though not exclusively, destruction, loss, use, adaptation or unlawful distribution of, or the unlawful access to forwarded, stored or otherwise processed data, this is regardless of the cause of previously mentioned data loss and/or breach and regardless of the platform where previously mentioned data loss and/or breach occurs.

25. The client shall not disclose any information about the way of working or other information with regard to Wolfs Advocaten or make it available to third parties without the prior written approval of Wolfs Advocaten. No third parties can derive any rights from any advice.

26. In the context of the provisions laid down in Wwft Act to prevent money laundering and terrorist financing] the is obliged to identify himself with a valid identity document when issuing the instruction, or immediately thereafter on request and, in so far as needed, proof of a possible power of attorney.

27. If, during the execution of a service provision agreement commissioned by the client, Wolfs Advocaten or a third party finds something to be in violation of any laws or regulations, including violation of any contracts with parties that the client knows the judgement Wolfs Advocaten to have a direct influence on the continuation or termination of those contracts, then Wolfs Advocaten, in addition to its other lawful rights, is entitled to suspend its activities at any time and under any circumstances. In such an event the client shall be obliged to fulfil all contractual obligations to Wolfs Advocaten to their fullest extent, without being entitled to offset or suspend and without being entitled to any compensation of damages.

28. Any agreement with Wolfs Advocaten is subject to Dutch law. Disputes can only be brought before the competent court in Maastricht, the Netherlands. Notwithstanding the above, Wolfs Advocaten is free to submit the dispute to the court of the place of establishment of (one of) the client(s).

29. If on issuing the instruction the client refers to general terms and conditions that are wholly and/or partially inconsistent with the general terms and conditions of Wolfs Advocaten, then Wolfs Advocaten rejects these terms beforehand. No service provision agreement shall be entered into nor executed on any other terms than those of Wolfs Advocaten. Only the latter terms and conditions are applicable.

30. These general terms and conditions have been drawn up in different languages. In the event of any dispute about substance and/or meaning, the Dutch text alone and its interpretation under the law of the Netherlands shall prevail at all times.