

## GENERAL TERMS AND CONDITIONS ABC LEGAL DATED 1 January 2021

### Article 1 General

1. Advocaten in Business en Consultancy B.V. ("**ABC LEGAL**") is a private limited company (Chamber of Commerce number 34295590). These general terms and conditions ("**GT&C**") have been drafted for ABC LEGAL, its legal successors (under universal and/or singular title) and/or any other (legal) person affiliated with ABC LEGAL and any other person performing work for the client on behalf of ABC LEGAL. These affiliated persons and third parties may invoke these general terms and conditions.
2. These GT&C apply to (i) every offer of an agreement with ABC LEGAL and every agreement between a client and ABC LEGAL, as well as agreements that are currently being performed and/or have been performed, (ii) all assignments and/or work to be carried out by ABC LEGAL for the client or assignments / work already carried out for the client (including additional and follow-up assignments / follow-up work) or any part thereof, and (iii) to all other contractual and extra-contractual legal relationships between ABC LEGAL and the client and/or third parties affiliated with or working for the client, hereinafter (i up to and including iii) referred to as the "**Assignment**" and/or the "**Assignments**".
3. Each (legal) person (including attorneys, lawyers, advisors, employees, contractors or other persons) working (in the past, present or future) for ABC LEGAL or any of its subsidiaries (irrespective of whether this is or was on the basis of an employment agreement or on the basis of an agreement for services or on any other ground), each subsidiary, parent and/or sister company of ABC LEGAL, each shareholder of ABC LEGAL and each director (whether or not under the articles of association) of ABC LEGAL, and the foundation Stichting Beheer Derdengelden Advocatuur and each legal successor of these (legal) persons (under universal and/or singular title) is a person affiliated with ABC LEGAL ("**Person Affiliated with ABC LEGAL**"). These GT&C are also an irrevocable third-party clause for the benefit of the Person Affiliated with ABC LEGAL and/or any third party engaged by ABC LEGAL in the performance of Assignments, in any manner whatsoever.
4. ABC LEGAL is authorised to amend these GT&C unilaterally, whereby the amended (general) terms and conditions will be effective immediately upon publication of the amended GT&C, whether or not by electronic publication.
5. These GT&C have been drawn up in several languages. In the event of a discussion about the contents or purport of these GT&C, the Dutch text will prevail and therefore the Dutch version (of the text) will be binding.
6. Subject to ABC LEGAL's written consent, the client is not permitted to transfer his rights and obligations arising from an agreement and/or the Assignment to a third party. This clause has effect under property law.
7. If any provision of these GT&C is null and void or nullified, the other provisions of these GT&C will remain in full force and ABC LEGAL and the client will jointly formulate new provisions to replace the null and void or nullified provisions, whereby the purpose and purport of the null and void or nullified provision will be observed as much as possible.

### Article 2 Offer and acceptance

1. All offers made by ABC LEGAL are indicative, without obligation and revocable, even if the offer includes a period for acceptance.
2. Only the client mentioned in the confirmation of the Assignment is considered to be ABC LEGAL's client. ABC LEGAL is not obliged to accept assignments from parties other than the client.
3. The scope and contents of the Assignment is determined by what ABC LEGAL confirms in writing. ABC LEGAL is not obliged to perform assignments that fall outside the scope of the Assignment, and ABC LEGAL is not liable for failure to perform such assignments. The Assignment is carried out exclusively for the benefit of a client that ABC LEGAL considers to be a client. Third parties cannot derive any rights vis-à-vis ABC LEGAL from the performance of Assignments.
4. Any Assignment and/or other instruction (as given by the client) shall only be accepted and/or carried out by ABC LEGAL, regardless of whether the client has requested that the work be carried out by a **Person Affiliated with ABC LEGAL**. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
5. ABC LEGAL is free to have the Assignment(s) performed by a Person Affiliated with ABC LEGAL and/or a third party or third parties, regardless of the legal basis on which the work is performed. If the performance is (actually) done by a Person Affiliated with ABC LEGAL and/or third party/parties, then the performance shall exclusively take place under the responsibility of ABC LEGAL. Contractual and/or extra-contractual liability of

the Person Affiliated with ABC LEGAL and/or third party/parties (such as Article 6:171 of the Dutch Civil Code) is excluded. This article is also an irrevocable third-party clause for the benefit of any Person Affiliated with ABC LEGAL and third parties engaged by ABC LEGAL. The client hereby waives, in advance, the right to hold any third party, or parties, and/or Person(s) Affiliated with ABC LEGAL liable, contractually or otherwise.

6. The client is obliged to provide ABC LEGAL with all information necessary to perform the Assignment. ABC LEGAL shall not be liable for any errors or omissions in the performance of Assignments that are a direct or indirect result of deficiencies in the information provided by the client.
7. The client is furthermore obliged to provide all information which ABC LEGAL deems necessary to comply with its obligations under the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financiering van terrorisme, Wwft*).
8. ABC LEGAL has a duty to report any unusual transactions to the authorities. The client understands this and hereby gives ABC LEGAL permission (in advance) to do so.
9. ABC LEGAL draws the client's attention to the fact that it might be eligible for legal aid financed by the government. ABC LEGAL does not, in principle, accept assignments under financed legal aid.
10. ABC LEGAL is not obliged to investigate whether the client is insured for legal aid and/or whether the service provided by ABC LEGAL qualifies for reimbursement by the insurer. If the client is insured for legal aid, it remains, possibly in addition to the insurer, jointly and severally liable for the payment of fees and costs (including VAT due).

### **Article 3            Liability**

1. The services to be performed by ABC LEGAL qualify as a best efforts obligation and not as an obligation of result.
2. ABC LEGAL is not liable vis-à-vis the client for damage caused by and/or related to the service provided by ABC LEGAL, unless the exclusion of liability is in breach of mandatory law (including Article 6:236 Dutch Civil Code).
3. Without prejudice to paragraph 1, if ABC LEGAL is found to be liable for damage or loss, then any liability on the part of ABC LEGAL and, if applicable, any liability of a Person Affiliated with ABC LEGAL, both contractually and extra-contractually, is limited to the amount paid in the situation in question under the applicable professional liability insurance of ABC LEGAL. If the insurer does not pay out in any given case, the compensation to be paid out by ABC LEGAL is limited to a maximum of EUR 10,000. Only in that case may the client claim the aforementioned amount from ABC LEGAL and herewith the client waives its claim to a higher amount.
4. All liability for consequential loss, including loss of profit, loss suffered, personnel costs, litigation costs and loss of an opportunity, is expressly excluded.
5. All claims for compensation by the client will become prescribed after a period of one year after the client has become aware of the damage or loss or could reasonably have become aware of it. The client is held to report to ABC LEGAL any damage or loss which the client is aware of or could reasonably have been aware of forthwith on penalty of forfeiting the right to compensation. The foregoing is without prejudice to the provisions in paragraph 2 and paragraph 6 of this Article, unless this is in breach of mandatory law (including Article 6:236 Dutch Civil Code).
6. All claims for compensation of the client will lapse, or at least become prescribed, in any event automatically 3 years after the work by ABC LEGAL to which these claims relate has been performed. After this period, the client is no longer entitled to hold ABC LEGAL liable for damage or loss in relation thereto.
7. ABC LEGAL sends emails without encryption. ABC LEGAL is not liable for defects resulting from not having performed encryption or for damage/loss and/or defects caused by a virus or malware.
8. The performance of the Assignment is only an obligation/responsibility for ABC LEGAL and explicitly does not create any obligation and/or responsibility for a Person Affiliated with ABC LEGAL and/or third parties engaged. The liability of a Person Affiliated with ABC LEGAL and/or third parties engaged is limited to the liability of ABC LEGAL as described in these GT&C. Any (other) liability of a Person Affiliated with ABC LEGAL and/or third parties engaged by ABC LEGAL is hereby explicitly excluded. This provision applies as a third-party clause for the benefit of the Person Affiliated with ABC LEGAL and the third party engaged by ABC LEGAL.
9. The client indemnifies ABC LEGAL and the Person Affiliated with ABC LEGAL and the third parties engaged by ABC LEGAL against all damage or loss and disadvantage suffered by ABC LEGAL and/or the Person Affiliated with ABC LEGAL and/or the third parties engaged by ABC LEGAL as a result of acts or omissions by the client, including as a result of claims by third parties, however named (such as, among others, shareholders, (managing)

directors, supervisory directors, employees and affiliated legal entities of the client), including but not limited to infringements of (intellectual and industrial property) rights and the use of information and documents.

10. The client will indemnify ABC LEGAL and the Person Affiliated with ABC LEGAL and third parties engaged by ABC LEGAL in respect of the aforementioned claims (including indemnification for each disadvantage, including damage, losses, liabilities, (legal) proceedings, legal acts, claims, court decisions, fees and actual costs paid or incurred by or imposed on or against ABC LEGAL and/or the Person Affiliated with ABC LEGAL) and/or third parties engaged by ABC LEGAL, whereby the client will reimburse ABC LEGAL and/or the Person Affiliated with ABC LEGAL and/or third parties engaged by ABC LEGAL for the reasonable costs of a defence against such claims. This provision applies as a third-party clause for the benefit of the Person Affiliated with ABC LEGAL and the third party engaged by ABC LEGAL.
11. The general terms and conditions of third parties engaged by ABC LEGAL also apply to the client, insofar as these general terms and conditions offer farther-reaching protection to ABC LEGAL and/or the Person Affiliated with ABC LEGAL and/or third parties engaged by ABC LEGAL.
12. In the event of force majeure no liability is involved. Force majeure exists, inter alia, if ABC LEGAL is unable to carry out the Assignment or is unable to do so unhindered due to circumstances beyond its control. Such circumstances include the loss of resources or files, illness of the persons dealing with the case, a pandemic, government measures, riots, strikes and problems at suppliers and service providers of ABC LEGAL.

#### **Clause 4 Fees and costs**

1. The client owes ABC LEGAL the agreed fee. If, for whatever reason, no fee has been agreed, the client owes ABC LEGAL a fee in accordance with the rates in force at ABC LEGAL at that time. ABC LEGAL charges its fees and expenses periodically.
2. ABC LEGAL is entitled to adjust its rates annually. These rates apply within 14 days after they have been communicated to the client.
3. All rates and prices are exclusive of VAT and other statutory levies imposed by the government, unless explicitly agreed otherwise in writing.
4. ABC LEGAL will charge the out of pocket expenses incurred by ABC LEGAL. Out of pocket expenses include travel expenses, courier costs, bailiff fees, court registry fees, translation costs and the costs of third parties engaged. These costs will be incurred in all reasonableness and - to the extent reasonably possible - will be agreed in advance. ABC LEGAL will submit all necessary and sufficient documents in this respect at the client's first request.
5. In so far as ABC LEGAL charges an hourly rate as fee, ABC LEGAL will charge in units of 5 minutes with a minimum of 10 minutes per transaction.
6. The client has up to thirty days from the date of an invoice to notify ABC LEGAL in writing of any objections to the invoice (including costs). In the absence of such notification, the client's right to complain about an invoice and/or to claim full or partial reimbursement will lapse. Insofar as the client does not act in the exercise of a profession or business, a period of one year applies.
7. Payment must be made within 14 days of the invoice date, in a manner to be indicated by ABC LEGAL and in the currency in which the invoice was submitted. Suspension or settlement of the payment obligation is excluded, unless the client is a consumer.
8. Payments will first be used to pay any interest and costs owed and subsequently to pay the longest outstanding due and payable invoices. ABC LEGAL may, without being in default as a result, refuse an offer of payment if the client designates a different order of allocation.
9. If the term of payment is exceeded, the client will owe the statutory commercial interest from the due date, even without a notice of default to that effect; in the case of consumers, the statutory interest. The interest on the amount due and payable will be calculated from the moment the client is in default until the moment of payment in full. Part of a month will be calculated as a full month.
10. From the due date the client will also owe extrajudicial (and any judicial) actual (collection) costs incurred over the outstanding invoice amount, as well as the collection costs referred to in Article 6:96(4) the Dutch Civil Code, which are set at a minimum of EUR 250.
11. ABC LEGAL is entitled (without being required to provide reasons) to demand full payment, or part thereof, as an advance payment or to demand security for payment. In so far as ABC LEGAL has demonstrably performed work in the (preparation of the) performance of the agreement, the client will be obliged to pay for this work in

full. The advance payment will be set off against the last invoice for the work to which the advance payment relates.

#### **Article 5 Rights to ownership**

1. All works made available and/or delivered under the agreement, including advice, agreements, procedural documents, models, reports and other documents created specifically for the client, are the exclusive property of ABC LEGAL. This applies both to works which are subject to intellectual or industrial property rights and to works from which such rights cannot be derived.
2. ABC LEGAL grants the client permission to use these works within the context of its normal business operations.
3. Without the express and written consent of ABC LEGAL, the client is not permitted to use these works beyond what has been agreed (such as to reproduce, publish or make available to third parties). ABC LEGAL is entitled to compensation - to be determined in all reasonableness - for each broader use, without losing any right. Allowing use does not mean "warranting the use" and therefore no acceptance of liability of ABC LEGAL (including liability vis-à-vis third parties).

#### **Article 6 Termination**

1. The client may, at any time, only terminate the Assignment by notifying his contact person at ABC LEGAL in writing, unless agreed otherwise in writing.
2. ABC LEGAL may terminate the agreement with due observance of a notice period of 7 days. Termination must take place in writing or by e-mail. Interim termination does not render ABC LEGAL liable for compensation.
3. ABC LEGAL may terminate the Assignment with immediate effect, on any legal ground whatsoever, if the client:
  - a. is in default;
  - b. has applied for a suspension of payments or bankruptcy;
  - c. has been declared bankrupt;
  - d. voluntarily goes into liquidation;
  - e. is subjected to any other insolvency measure;
  - f. has not provided security or if the security provided is insufficient;
  - g. finds itself in such circumstances that ABC LEGAL has reason to fear that the client will not be able to meet its obligations.

The authority to terminate, as referred to above, does not affect ABC LEGAL's right to also claim compensation from the client.

4. The client is (and shall remain) liable to pay ABC LEGAL a fee for work done before the moment of termination (for whatever reason) of an Assignment and after the moment of termination (for whatever reason) of an Assignment, if ABC LEGAL still has to carry out work to transfer the case to the client or to a third party (or still has to carry out other work); if this situation occurs, the client shall do everything so that the work to be transferred can actually be transferred as soon as possible and the business between ABC LEGAL and the client (and their affiliated parties) is terminated as soon as possible.

#### **Article 7 Personal data (GDPR)**

1. ABC LEGAL is the controller for the processing of personal data in the context of its services. ABC LEGAL processes personal data in accordance with its privacy statement. The client agrees to electronic data exchange. Each party will inform the other party of a breach of privacy legislation, including a data breach, and take measures to mitigate the breach. In the event of a breach, the client will indemnify ABC LEGAL against all damage/loss.
2. ABC LEGAL retains files for a period of five years after termination of the Assignment, being the moment at which it is either informed in writing that the file is closed or the last invoice has been sent. After this period has elapsed, ABC LEGAL may destroy the file (without notice).

#### **Article 8 Complaints procedure**

Complaints - of any nature whatsoever - from the client about ABC LEGAL and its employees will be forwarded (free of charge) to Mr A. Kijl (or his deputy), the complaints officer. The complaints officer will give the complainant and the person who is the subject of the complaint the opportunity to provide an explanation of the complaint, and will make a written and substantiated decision on the merits of the complaint within one month after the complaint has

been submitted (subject to a deviation from this term, in which case reasons will be given why the deviation is justified and which term will then be used). If this complaints procedure does not lead to a solution, any dispute may be submitted to the competent court for settlement.

**Article 9           Applicable law and disputes**

1. Matters relating to these GT&C and/or the Assignment (including each legal relationship between ABC LEGAL and the client) are governed exclusively by Dutch law.
2. Disputes relating to these GT&Cs and/or the Assignment (including each legal relationship between ABC LEGAL and the client) will in the first instance be submitted exclusively to the competent court in Amsterdam.
3. These GT&C have been drawn up in English. These GT&C are also available in Dutch. The Dutch version always prevails over the English version. The Dutch version is to be found on [www.abclegal.nl](http://www.abclegal.nl).