VAN HALL ARBEIDSRECHT B.V. GENERAL TERMS AND CONDITIONS

1 Applicability

1.1 Van Hall Arbeidsrecht B.V. ('Van Hall Arbeidsrecht') is a legal entity incorporated under Dutch law, whose object is to operate a law practice, more specifically to practice the profession of lawyer.

1.2 These general terms and conditions apply to all engagements, additional engagements and follow-up engagements awarded to Van Hall Arbeidsrecht or persons employed there, even if the applicability thereof is not explicitly referred to. Van Hall Arbeidsrecht provides its services exclusively subject to these general terms and conditions, irrespective of whether any remuneration has been agreed in this regard.

1.3 Not only Van Hall Arbeidsrecht, but also all natural persons and legal entities directly or indirectly involved in the performance of an engagement may rely on these general terms and conditions. The same applies to all former employees and/or shareholders of Van Hall Arbeidsrecht, including their heirs or legal successors. This is a third-party provision within the meaning of Article 6:253 of the Dutch Civil Code. The applicability of Article 6:254(1) of the Dutch Civil Code is expressly excluded.

1.4 In the event of any inconsistencies between these general terms and conditions and the agreement, the agreement will prevail.

1.5 Amendments to these general terms and conditions apply only if these have been agreed in writing between the parties.

1.6 Van Hall Arbeidsrecht reserves the right to unilaterally amend or supplement these general terms and conditions. The amended or supplemented conditions will enter into force 30 calendar days after the day on which Van Hall Arbeidsrecht sent the amended version to the client, unless the client submitted a written substantiated objection to the applicability thereof.

1.7 If one or more provisions of these general terms and conditions is/are void or annulled, the other provisions will remain in full force. In that case, the parties will enter into consultations in order to agree on new provisions to replace the void or annulled provisions, taking into consideration the objective and purport of the original provision as much as possible.

2 Engagement

2.1 Van Hall Arbeidsrecht will endeavour to perform the engagement with due care, which it will perform on the basis of a best efforts obligation.

2.2 All offers made by Van Hall Arbeidsrecht are non-binding and revocable. If the client does not accept an offer, Van Hall Arbeidsrecht is entitled to charge all costs it incurred in drawing up the offer to the client.

2.3 With the exclusion of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code, all engagements are deemed to have been exclusively awarded to and accepted by Van Hall Arbeidsrecht, even if the explicit or tacit intention is for an engagement to be performed by a specific person .

2.4 In the performance of an engagement, Van Hall Arbeidsrecht may be assisted by natural persons or legal entities engaged by it or as direct or indirect representative of the client in the performance of its clients' engagements.

2.5 Except in the event of deliberate recklessness or intent, the client will indemnify Van Hall Arbeidsrecht, its employees and third parties engaged by it, against claims of third parties, including the reasonable costs for legal assistance, that are in any way related to the work performed for the client.

2.6 Changes to the engagement or commitment by Van Hall Arbeidsrecht's employees will only bind Van Hall Arbeidsrecht if these have been confirmed in writing.

2.7 Van Hall Arbeidsrecht reserves the right to change the plan of action for the performance of the engagement without prior notice, provided that such change does not affect the intention of the engagement.

2.8 Van Hall Arbeidsrecht is responsible for ensuring that all information which it indicates is necessary or which the client should reasonably understand is necessary for the performance of the engagement, is provided to Van Hall Arbeidsrecht in good time.

2.9 In connection with the applicable supervisory and other laws and regulations and rules of conduct, including - in certain circumstances - the Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme or 'Wwft'), Van Hall Arbeidsrecht is obliged to determine its clients' identity (and, where appropriate, the identity of the representative and ultimate beneficial owner of the client) and to verify the identity furnished by them. Van Hall Arbeidsrecht will accept the client's engagement under the condition subsequent that the identity of the client can be determined or verified. If the Wwft applies, Van Hall Arbeidsrecht is obliged under certain circumstances to report to the competent authority any unusual transactions performed or intended by or on behalf of the client. In certain cases, the Wwft prohibits Van Hall Arbeidsrecht from informing the client about its intention to report such unusual transaction or the fact that a report has been made. By awarding an engagement to Van Hall Arbeidsrecht, the client confirms that it is familiar with this and, if necessary, gives its consent for this. Van Hall Arbeidsrecht is not liable for any loss or damage ensuing from any report of an unusual transaction which it is required to make.

2.10 Van Hall Arbeidsrecht is the controller within the meaning of the General Data Protection Regulation ('GDPR') with regard to the personal data it receives from clients within the context of its services. Unless indicated otherwise, Van Hall Arbeidsrecht will only process these personal data within the context of its services and in order to comply with its statutory obligations. The client guarantees that the GDPR and other legislation in the area of protection of personal data are not violated by the provision of personal data to Van Hall Arbeidsrecht within the context of the services. The client will immediately inform Van Hall Arbeidsrecht if personal data is no longer correct and must be rectified and/or deleted. In accordance with the privacy statement on the website of Van Hall Arbeidsrecht, the client will inform the data subjects, in so far as required by law, about the processing of the personal data by Van Hall Arbeidsrecht in accordance with the GDPR and other applicable legislation. In the event of a breach in connection with personal data which Van Hall Arbeidsrecht must report to the data subject pursuant to Article 34 GDPR, the client will inform the data subject at Van Hall Arbeidsrecht's first request and in accordance with the reasonable instructions of Van Hall Arbeidsrecht. The client will indemnify Van Hall Arbeidsrecht and hold Van Hall Arbeidsrecht harmless with regard to (i) any damage or loss; and (ii) any fines imposed on Van Hall Arbeidsrecht by supervisory authorities with regard to a failure in the performance of one or more obligations of the client arising from this clause, the GDPR and/or other legislation in the area of the protection of personal data.

2.11 The client may only terminate the engagement by sending a written notice to its contact person at Van Hall Arbeidsrecht.

3 Fees and disbursements

3.1 For the performance of the engagement, the client owes Van Hall Arbeidsrecht both fees and disbursements (external costs).

3.2 In principle, the fees owed are determined based on the time spent in a particular case and the hourly rates applicable to the relevant engagement, plus VAT, in so far as applicable. A different fee may be agreed on, but only after an explicit written confirmation by Van Hall Arbeidsrecht. During the performance of the engagement, it may turn out that the originally expected amount of work based on which a fixed price agreement was made was inadequately estimated. If, in such a case, Van Hall Arbeidsrecht cannot be expected to perform the engagement at the originally agreed price, the client will be reasonably open to further price negotiations.

3.3 Depending on factors such as the nature of the engagement, the financial interest and the degree of urgency involved in the engagement, for each engagement the applicable hourly rates will be agreed on, which will be confirmed in writing to the client. The individual hourly rate is in part determined on the basis of the lawyer's years of experience and may be increased during the term of an engagement based on the increase in years of experience. If the applicable hourly rate has not been confirmed, Van Hall Arbeidsrecht will use an hourly rate of EUR 350, plus VAT, in so far as applicable. The rates are revised each year on 1 January. This is done partly based on the adjustment of the price index for commercial services and the seniority of the relevant employee.

3.4 The disbursements consist of the costs incurred or to be incurred by Van Hall Arbeidsrecht on behalf of the clients within the context of the engagement, which includes, but is not limited to, court fees, bailiff's fees and extracts from the Chamber of Commerce.

3.5 Van Hall Arbeidsrecht is entitled to payment of additional work it is instructed to perform in addition to the work ensuing from the engagement. Additional work is taken to mean all that is performed by Van Hall Arbeidsrecht in consultation with the client during the performance of the engagement beyond the scope of the original engagement.

4 Payment

4.1 Unless otherwise agreed in writing, Van Hall Arbeidsrecht will, in principle, send a fee note for its work each month. However, depending on the scope of the work, fee notes may also be sent at shorter or longer intervals, unless otherwise agreed in writing. Van Hall Arbeidsrecht is entitled to require the client to pay an advance on the fee note upon the commencement or during the performance of the engagement.

4.2 The payment term is eight (8) calendar days and payments will be made in euros. If the client has not objected to the amount of the fee note within the payment term, it will be deemed undisputedly established. The client is not entitled to suspend or set off amounts it owes to Van Hall Arbeidsrecht.

4.3 In the event of nonpayment, in part or in full, the statutory commercial or other interest on the amount of the fee note will be owed after expiry of the payment term.

4.4 If no payment is made even after a reminder, the extrajudicial collection costs will be owed, amounting to 15% of the amount of the fee note , with a minimum of EUR 50.

4.5 Van Hall Arbeidsrecht is entitled to suspend its work for the client involved if a fee note is not paid within the payment term. Van Hall Arbeidsrecht will only use this option after the relevant client has been informed to that end. Van Hall Arbeidsrecht is not liable for any damage or loss arising as a consequence of this suspension of its work.

4.6 Van Hall Arbeidsrecht's full claim will be immediately due and payable in full if:

a) the client is declared bankrupt, if a petition for the client's bankruptcy has been filed, if the client has been granted a suspension of payments or if an application has been submitted for this purpose;
b) the client dies or if they are placed under guardianship;
c) substantial part of the client's assets are seized;
d) d the client ceases or transfers its business or a substantial part thereof. This also includes the event that the client incorporates its business in an existing company or a company to be formed, or proceeds to amend its company's object.

5 Professional liability

5.1 In accordance with the instructions of the Netherlands Bar Association, Van Hall Arbeidsrecht has taken out professional liability insurance.

5.2 Any liability of Van Hall Arbeidsrecht arising in the performance of an engagement awarded by a client is limited to the amount that is paid out in that specific case in the context of the professional liability insurance referred to above, plus any excess applicable according to the policy.

5.3 If any other injury or damage is caused to persons or property which is not covered by the professional liability insurance and for which Van Hall Arbeidsrecht is liable, that liability will be limited to the amount or amounts covered by the general liability insurance taken out by Van Hall Arbeidsrecht, plus the excess borne by Van Hall Arbeidsrecht with regard to that insurance.

5.4 If and in so far as, for whatever reason, no payment is made under the said insurances, any liability is limited to the amount charged by Van Hall Arbeidsrecht as a fee (excluding VAT) in the relevant file in the twelve months prior to the event that gave rise to the liability and paid by the client, with a maximum of EUR 25,000. Omissions are also considered events within the meaning of the previous sentence.

5.5 Van Hall Arbeidsrecht is not liable for any agents, other than the persons working under its responsibility.

5.6 The limitation of liability referred to in this clause does not apply in so far as any damage or loss is the consequence of deliberate recklessness or intent by Van Hall Arbeidsrecht or its subordinates.

5.7 Van Hall Arbeidsrecht is not liable towards the client for any legal entities, natural persons or other third parties engaged by Van Hall Arbeidsrecht for the performance of an engagement. Van Hall Arbeidsrecht, as direct or indirect representative of the client, will provide these legal entities, natural persons or other third parties with an assignment. In addition to the authority to conclude these agreements on behalf of the client, the client will provide Van Hall Arbeidsrecht with the authority to, in the event that the relevant legal entity or natural person wishes to limit their liability, accept that limitation of liability on behalf of the client.

5.8 Any claim against Van Hall Arbeidsrecht will, in any event, lapse if it has not been brought against Van Hall Arbeidsrecht within one (1) year after the harmful event has been observed.

6 Applicable law/competent court

6.1 Dutch law will apply to the legal relationship between Van Hall Arbeidsrecht and its clients.

6.2 Without exception, only the competent court of the Midden-Nederland District Court, Utrecht location, will have jurisdiction to hear any disputes between Van Hall Arbeidsrecht and a client.

7 Dutch/English

These general terms and conditions are available in Dutch and English. In the event of inconsistencies between the Dutch and the English text or a dispute regarding the substance or meaning of these general terms and conditions, the Dutch text prevails.