

## GENERAL CONDITIONS HBLEGAL BV

### 1. Applicability

1.1 These general terms and conditions apply to all work commissioned to HBLegal BV (hereafter: "HBLegal") and to persons who work for HBLegal (including any additional or follow-up work commissioned), as well as to the legal relationships arising from or in connection with such work.

1.2 These general terms and conditions have also been stipulated for the benefit of persons or legal persons that, either directly or indirectly, are in any way involved in activities arising from the work commissioned given to HBLegal, or for whose acts or omissions HBLegal might be liable.

### 2. Work

2.1 All work shall be deemed to have been commissioned to, and to have been accepted only by HBLegal. The articles 404 and 407 (2) of Book 7 of the Dutch Civil Code do not apply.

2.2 Work commissioned is carried out exclusively for the benefit of the client. No rights may be derived by third parties from the work commissioned or from the work performed.

2.3 HBLegal is obliged to exercise due care in executing the work commissioned as far as it can be reasonably expected from her. HBLegal cannot warrant to achieve the results aimed.

### 3. Fees and disbursements

3.1 The costs incurred as a result of HBLegal carrying out the work commissioned shall include fees and disbursements only. All amounts are exclusive of V.A.T., unless stated otherwise. No general or office charge rate will be charged. Disbursements are charged at cost price.

3.2 Unless explicitly agreed otherwise between the parties, fees are calculated on the basis of the time spent and the hourly rate applicable to the commissioned work in question.

3.3 Disbursements are costs specifically incurred by HBLegal for the benefit of the client (such as court fees and costs for, for example, process servers, courier services and the trade register).

3.4 HBLegal is entitled annually to adjust the hourly rate. If the hourly rate is raised, the new rate will only take effect two weeks after having been communicated to the client.

### 4. Deposit

4.1 HBLegal may ask a client to pay a deposit before carrying out the client's work commissioned to them, or an interim deposit before continuing to carry out the work commissioned to them. Upon completion of the work commissioned, any deposits will be set off against the final outstanding statement(s) of fees.

### 5. Payment

5.1 Fees and disbursements, if any, are billed at the end of each month in principle.

5.2 Invoices are payable within 14 days from date of invoice, unless the parties have explicitly agreed otherwise. The client cannot claim suspension or set off.

5.3 If a statement of fees is not paid within the payment period, statutory interest shall be due.

5.4 If a statement of fees or a deposit is not paid within the payment period, HBLegal may suspend the performance of its activities, after having notified the client of its intention to do so. HBLegal shall not be liable for any damage arising from this suspension of the activities.

### 6. Liability

6.1 HBLegal has taken out professional indemnity insurance. Any liability arising from the performance of work commissioned or otherwise shall be limited to the amount that in such a case will be paid out under the applicable insurance agreement, plus the amount of the excess applicable in that case under said insurance agreement.

6.2 If for whatever reason no payment is made by an insurer, liability, if any, shall be limited to direct damage and shall not exceed an amount equal to twice the fees charged in the case in question in the twelve-month period preceding the event that caused the liability, with a maximum of EUR 20,000. Upon the client's request specific additional insurance cover may be provided.

6.3 Without prejudice to the provisions contained in article 89 of Book 6 of the Dutch Civil Code a claim for compensation shall in any case lapse, if HBLegal has not been notified of such a claim within six months after the client learned or could reasonably have learned of the event or the omission that gave rise to the damage.

6.4 In the event one or more third parties claim damages from HBLegal connected to or arising out of work commissioned to HBLegal, the client will warrant HBLegal for this claim and all additional costs connected to or arising out of this claim, as far as HBLegal has to pay a higher amount of damages to the third party(ies) than it would have to have paid to the client in the event the client would have claimed these damages from HBLegal.

6.5 In the event the client and one or more third parties claim damages from HBLegal in relation to or due to work commissioned to HBLegal, the client will not be compensated for its damages, as far as the damages to be paid to the client or after increase of the damages paid to one or more third parties to the amount of damages to be paid to the client exceed the limit as mentioned in this article.

## 7. Hiring third parties

7.1 HBLegal has the right on behalf of the client to involve third parties (including: other lawyers, process servers, civil-law notaries, accountants and other experts) in the performance of the work commissioned, insofar as such is deemed necessary by HBLegal for the proper performance of the work commissioned to them.

7.2 If HBLegal hires the services of a third party as referred to in the previous paragraph with a view to carrying out activities related to the performance of the work commissioned to them, HBLegal shall not be liable for any mistakes such a third party might make.

7.3 Third parties whose services are hired in connection with the performance of work commissioned may wish to limit their liability. All work commissioned to HBLegal shall include the authority to accept such limitation of liability and/or any other specific contract terms on behalf of the client as well, in which case HBLegal shall have the right to enforce this limitation of liability and/or those specific contract terms against the client, insofar as performance of the work commissioned by the third party is concerned.

## 8. Records

8.1 The case file will be kept for a period of seven years after completion of the work commissioned, after which period HBLegal shall be free to destroy the records in question.

## 9. Clients funds

9.1 HBLegal has entered into an agreement with Stichting Beheer Derdengelden HBLegal.

9.2 HBLegal hereby excludes any liability, also on behalf of Stichting Beheer Derdengelden HBLegal, arising from or in any way connected with any failure on the part of any bank to meet its obligations.

9.3 HBLegal and Stichting Beheer Derdengelden HBLegal are authorized to set off funds received for or from the client against what is owed to them by the client, or to use such funds towards payment for what is owed to them, except when the client objects to this in writing

## 10. Client information

10.1 When carrying out the work commissioned, HBLegal will take appropriate measures to ensure the confidentiality of the client relationship.

10.2 Under the applicable regulations, including the Money Laundering and Terrorist Financing (Prevention) Act (in Dutch: Wet ter voorkoming van witwassen en financieren van terrorisme), HBLegal is obliged to establish the identity of its clients and, where appropriate, to report certain unusual transactions to the authorities. By instructing HBLegal to carry out work commissioned, the client acknowledges being aware of this obligation and, to the extent necessary, gives permission for such information to be provided.

10.3 The client hereby gives permission for client information available to HBLegal to be disclosed to third parties as defined in article 7.1, on condition of confidentiality.

## 11. Complaints procedure

11.1 HBLegal has a complaints procedure which may be consulted at [www.hblegal.nl](http://www.hblegal.nl) and will be sent upon request free of charge.

11.2 The complaints procedure enables a client to file a complaint in writing (including by e-mail) with regard to the conduct of the lawyer dealing with his case or the statement of fees.

11.3 HBLegal's complaints procedure aims to offer a satisfactory solution to the client within one month from the filing date of the complaint.

## 12. Applicable law and competent court

12.1 The legal relationships between HBLegal and its clients are governed by Dutch law.

12.2 Any disputes between HBLegal and its clients shall be submitted to the exclusive jurisdiction of the district court of Gelderland.

## 13. Other provisions

13.1 These general terms and conditions are also available in English. In the event of a dispute about the contents or the purpose of the general terms and conditions the Dutch text shall prevail.

13.2 HBLegal is authorized to change or amend these general terms and conditions. The client will be bound by such changes and/or amendments, but not until two weeks have passed after the client has been notified of these in writing

*The dutch version of these general conditions are filed at the Office of the District Court Gelderland under number: 33/2016.*

