

GENERAL TERMS AND CONDITIONS

Article 1 – BG.legal

1.1 Bogaerts & Groenen Advocaten (hereafter: “BG.legal”), with its registered office in ‘s-Hertogenbosch, along with locations in Eindhoven and Tilburg, is a limited liability company, which is a limited liability company with the objective to practice the legal profession.

1.2 The clauses in these general terms and conditions were drawn up not solely on behalf of BG.legal, but also on behalf of, respectively, its shareholder Bogaerts & Groenen Advocaten Holding B.V., the law practice companies that are a shareholder of this holding company (including the directors of the law practice companies, of BG.legal and of Bogaerts & Groenen Holding B.V.), as well as all other persons employed by BG.legal or who were employed by BG.legal at the time at which they performed work, or all persons engaged by BG.legal to carry out any activity, or all persons for whose actions or negligence BG.legal could be legally responsible (“third-party clause”).

Article 2 – The agreement

2.1 These general terms and conditions shall apply to all agreements for services that become effective between a client and BG.legal (including supplementary and follow-up agreements), as well as in the phase immediately prior to the conclusion of an agreement for services.

2.2 As such, an agreement for services is effectuated between a client and BG.legal and not with Bogaerts & Groenen Advocaten Holding B.V., nor her shareholders and/or persons employed by BG.legal. This also applies in the event that it is the client’s express or implicit intention that the work is performed by a specific person. The effect and/or applicability of article 7:404 of the Dutch Civil Code, which governs the latter case and the effect of article 7:407, under 2 of the Dutch Civil Code, which establishes joint and several liability in cases in which two or more persons received an assignment, is entirely precluded.

2.3 The agreement is entered into for an indefinite period of time, at least for the duration of the project. Relations that are not private individuals can terminate the agreement with due observance of a reasonable notice period. If the client is a private individual, the agreement can be terminated at any time, subject to a notice period of one month.

2.4 After discussion with the client, BG.legal decides which of its shareholders, partners, and/or employees shall carry out the assignment on its accountability. In the event of the absence or incapacity of shareholders, partners, or employees, BG.legal is at liberty to have the assignment carried out by (an) other shareholder(s), partner(s), or employee(s).

2.5 BG.legal shall inform the client in writing once a file is closed. Upon closure of a file, all original documents, procedural documents, decrees, rulings, judgements, etc., are returned to the client. The client is responsible for storing original documents. BG.legal will only retain a digital scan of the file. No claim can be made by a client who no longer has the original documents.

Article 3 – Liability

3.1 In the event that execution of an assignment by BG.legal leads to a payment on the grounds of an obligation to undo and/or on the grounds of liability, then the total payment [on the grounds of an obligation to undo and/or on the grounds of liability] shall always be limited to the sum that the insurer will pay in the case concerned under the applicable liability insurance of BG.legal, including the deductible borne by BG.legal in the case concerned in relation to that liability insurance.

3.2 In the event that – for whatever reason – no payment is made based on the liability insurance referred to in article 3.1, the total amount payable [on the grounds of an obligation to undo and/or on the grounds of liability] by BG.legal for direct damages shall never exceed the sum that the client paid to BG.legal for its work

in relation to which the claim came about. The above-mentioned limitation of liability shall not be invoked if the damages are the consequence of an intentional act or gross negligence. Every liability of Bogaerts & Groenen Holding B.V., the shareholders thereof which are law practice companies, and the shareholders thereof which are partners, or employees and or persons with whom BG.legal have entered into a partnership is precluded.

3.3 Liability for indirect damages or consequential damages is precluded under all circumstances.

3.4 Claims relating to the alleged liability of BG.legal should be submitted, in writing and with grounds, as soon as possible. Notwithstanding that which is stipulated in article 6:89 of the Dutch Civil Code, the right to damages will in any case lapse 12 months after the event that led to the direct or indirect damage, and for which BG.legal is liable. That which is stipulated above in this article also applies if the client is claiming damages on the grounds of a right that was acquired or obtained from someone else.

3.5 Execution of the agreement for services takes place solely on behalf of the client. Third parties cannot derive any right based on the contents of the agreement for services, nor on the work carried out, not even if they can be regarded as having a direct or indirect interest in the results of said work. BG.legal accepts no liability in respect of third parties for work carried out on behalf of a client.

Article 4 – Engagement of third parties

4.1 Where BG.legal chooses to engage third parties (including but not limited to other lawyers and bailiffs), this will take place, where possible and reasonably appropriate, after consultation with the client and exercising the due care that can reasonably be expected of BG.legal. BG.legal bears no responsibility for the way in which third parties whom they have engaged carry out their tasks and is not liable for the shortcomings of these third parties, except in the event of an intentional act or gross negligence on the part of BG.legal.

4.2 If these third parties want to limit their liability in connection with carrying out an assignment on behalf of a client of BG.legal, BG.legal is authorised to accept such a clause without prior consultation with the client.

Article 5 – Money Laundering and Terrorist Financing (Prevention) Act (Wwft)

5.1 On the grounds of the Money Laundering and Terrorist Financing (Prevention) Act [Wwft], BG.legal is bound to report unusual transactions as described in that law to the Financial Intelligence Unit (FIU-Netherlands).

5.2 On the grounds of the Wwft, BG.legal is only competent to provide services after having first completed the procedures described in that law for identifying the client and any ultimate beneficial owner.

5.3 BG.legal will never be liable for damages that a client has suffered, is suffering, or shall suffer due to or in relation to a report made wrongfully within the framework of the Wwft, except in the event of an intentional act or gross negligence on the part of BG.legal exists

5.4 BG.legal shall never be liable for damages that a client has suffered, is suffering, or shall suffer in connection with the fact that BG.legal was unable to complete the identification procedures as described in the Wwft, except in the event of an intentional act or gross negligence on the part of BG.legal exists.

Article 6 – Indemnification by the client for third-party claims

6.1 The client indemnifies BG.legal, as well as all persons referred to in article 1.2 relating to the rights of third parties who claim to have suffered damages due to or in connection with work carried out by BG.legal on behalf of the client

6.2 The client indemnifies BG.legal, as well as all persons referred to in article 1.2 in relation to the rights of third parties who claim to have suffered damages due to or in connection with a report wrongfully made within the framework of the Money Laundering and Terrorist Financing (Prevention) Act [Wwft], except in the event of an intentional act or gross negligence on the part of BG.legal.

Article 7 – Rates and payment

7.1 BG.legal has the right to periodically (as of 1 January of each year) alter the hourly rates it charges. The client will be informed of a change in the hourly rates in writing, as soon as possible.

7.2 The fee relating to work carried out by BG.legal shall be determined based on the number of hours worked multiplied by the hourly rates charged by BG.legal. Furthermore, the client will be charged (if applicable) sales tax and any disbursements (such as court fees, bailiff fees, etc.). The fee and other expenses will, in principle, be invoiced to the client once a month for the immediately preceding month, with a proper specification.

7.3 BG.legal is authorised to request payment of an advance before providing services relating to the agreement. The advance will be set off against the last invoice to be sent to the client in relation to the case concerned.

7.4 Unless agreed otherwise in writing, the payment of invoices from BG.legal should take place – without any discount, suspension, or off-setting – within 14 days of the date of the invoice. If payment is not made on time, the client shall automatically be in default of payment – that is, without the need of any reminder or detailed notice of default. A client should inform BG.legal of any objections, in writing and with grounds, as soon as possible, though within 30 days after the invoice date at the latest, along with paying that part of the invoice that is not disputed.

7.5 BG.legal has, in any case, the right to suspend its services if invoices older than 30 days have not been paid, advance invoices or interim invoices have not been paid, the client's credit risk is deemed excessive or the continuity of the client's business operations is insufficiently certain. The client will be informed in writing in the event BG.legal suspends its services.

7.6 In the event an invoice has not been paid within 30 days after the invoice date, BG.legal has the right to charge extrajudicial costs in accordance with the fixed compensation schedule as referred to in the Extrajudicial Collection Costs Standards Act and the Extrajudicial Collection Costs Reimbursement Decree, with a minimum of € 40.--. If BG.legal has brought legal proceedings regarding its claim – including arbitration and binding opinion – the client is obliged to reimburse the legal costs for these proceedings, including the statutory interest thereon, if and insofar as awarded. This includes the costs of lawyers, representatives ad litem, as well as the fee and court fee payable to arbitrators or third parties charged with giving a binding opinion, even if these exceed any cost order on the grounds of article 237 and further of the Dutch Code of Civil Procedure. This reimbursement of costs will always be charged and always be payable by the client, without the need of any form of evidence, whenever BG.legal has engaged – internal and external – legal assistance, or respectively when BG.legal has taken collection measures.

7.7 In case the client is a consumer or/and private person, the extrajudicial costs as mentioned in the previous paragraph become payable after a period of 14 days following the day that the client is reminded by BG.legal to pay the fee. In this written reminder (*aanmaning*), BG.legal is obliged to mention that the extrajudicial costs will be charged if the payment is not made within the 14-day period. This paragraph deviates from the previous paragraph, which applies to non-consumer or/and non-private persons.

Article 8 – Complaints

8.1 In the event a client has a complaint about the performed work, it should be submitted to BG.legal in writing, to the attention of the complaints officer. After studying the complaint and the file, the complaints office of BG.legal shall consult with the client as soon as possible in order to examine how the complaint can be resolved. The office complaints procedure applies to the handling of the complaint. This can be requested from the complaints officer or via the BG.legal website.

8.2 In the event of a liability claim by a client with regard to work performed by BG.legal, this must be addressed to BG.legal, to the attention of the board. BG.legal shall forward this liability claim to its professional liability insurer.



8.3 In the event of disciplinary complaints from a client regarding work performed by BG.legal, BG.legal will, if necessary, inform the client about these complaints procedures of The Netherlands Bar.

Article 9

9.1 In case the client is a consumer, the client may rescind (*ontbinden*) an at distance agreement or off-premises agreement without stating reasons until a period of fourteen days has elapsed after the day on which the contract is concluded. Rescission needs to take place by means of a written statement to the contractor.

Article 10 – Miscellaneous

10.1 Dutch law applies to all agreements between the client and BG.legal.

10.2 Disputes shall be settled only before the competent court in 's-Hertogenbosch, unless mandatory statutory competency rules prevent this. Nevertheless, BG.legal has the right to put disputes before the competent court in the client's place of residence or place of business.

10.3 These general terms and conditions have been drawn up in Dutch and English. In the event of any dispute relating to content or interpretation of the two sets of general terms and conditions, the Dutch text is binding.

March 2023