

GENERAL TERMS AND CONDITIONS of LIAISE ADVOCATEN

- 1.1** Liaise Advocaten ("Liaise") is a partnership (*maatschap*) under Dutch law (Chamber of Commerce (KVK) number 34347249, VAT number NL8092.05.695.B01).
- 2.1** All engagements are accepted and performed exclusively by Liaise. This also applies where the client expressly or implicitly grants an engagement with a view to its performance by one or more specific individuals affiliated with Liaise. Sections 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*, "DCC") do not apply.
- 2.2** Engagements are performed solely for the benefit of the client. Third parties cannot derive any rights from the engagement, nor from the work carried out or advice given in connection with it.
- 3.1** These general terms and conditions apply to every engagement agreement or other agreement between Liaise and the client for whom Liaise carries out work. These general terms and conditions also apply to supplementary engagements, follow-up engagements, and new engagements from the client to Liaise.
- 3.2** All provisions in these general terms and conditions are also stipulated for the benefit of the partners of Liaise (which shall also be deemed to include directors of legal entities that are partners), as well as all those who work for or under the name of Liaise, and former partners and former employees. This third-party stipulation is irrevocable and is made for the benefit of the aforementioned persons (or entities) and their successors under universal title.
- 4.1** Under applicable regulations, Liaise is required to verify the identity of the client, and the client shall provide full cooperation in this respect. Liaise is also required to comply with the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*, "Wwft"). To this end, Liaise must, among other things, carry out client due diligence and, in certain cases, investigate the origin of the funds used in a business relationship or transaction. Liaise is also required to (continue to) monitor the relationship with the client and any transactions during the provision of services. In certain circumstances, Liaise is also required to report unusual transactions that have been carried out or are contemplated. Where unusual transactions are involved, Liaise is obliged to notify the relevant authorities without delay, without informing the client thereof.
- 5.1** The client authorises Liaise to process, store, and disclose the client's personal data (within the meaning of the GDPR) to anyone within its organisation in connection with the performance of the engagement(s) and for relationship management purposes. The client agrees that Liaise may make use of services offered by third parties for communication and data storage. Liaise accepts no liability whatsoever in this respect.
- 6.1** Both Liaise and the client shall make reasonable efforts to adequately secure information in their IT systems, including through standard virus protection. Liaise is not liable for damage arising from viruses or other digital damage. Correspondence is not encrypted unless the client expressly requests this.

- 7.1** After completion of the engagement, Liaise retains the relevant file exclusively in digital form for a period of seven years. After this period has elapsed, files are destroyed without notice to the client.
- 8.1** Liaise's liability for its services is limited to the amount paid out under its professional indemnity insurance in the relevant case, increased by the excess borne by Liaise under that insurance. Further information on the terms of the policy will be provided on request.
- 8.2** Any liability for indirect loss or consequential loss is excluded under all circumstances.
- 8.3** If and insofar as, for whatever reason, no payment is made under the professional indemnity insurance taken out by Liaise, all liability is limited to the amount of the fees charged by Liaise in the relevant file for the relevant calendar year.
- 8.4** Any claim for damages shall lapse one year after the day on which the client became aware of the damage and of Liaise's liability. This limitation period does not affect the lapse of any right to damages in the event of a breach of the general duty to complain under Section 6:89 DCC.
- 8.5** The client is only entitled to hold Liaise liable for compensation for any damage; any claim for damages against employees, trainees, lawyers, or (directors of) partners, regardless of the legal basis on which such claim is founded, is excluded.
- 9.1** When engaging third parties, Liaise shall always exercise due care and shall, as far as possible, consult with the client in advance. Liaise is not liable to the client for any shortcomings on the part of third parties engaged by Liaise on the client's behalf. Liaise is entitled to accept any limitations of liability of third parties on behalf of the client. Insofar as Liaise is nevertheless held liable, the limitations of liability set out in Article 8 apply. Costs of third parties engaged on the client's behalf are always for the client's account.
- 10.1** The client shall indemnify Liaise against all claims by third parties that are in any way connected with the work performed for the client, unless this is the result of gross negligence or intent on the part of Liaise. Any legal costs incurred by Liaise in this connection shall be reimbursed to Liaise by the client without delay.
- 11.1** Unless otherwise agreed, the fee shall be calculated on the basis of the time spent on behalf of the client multiplied by the hourly rates applied by Liaise. Time spent on compliance activities, including those referred to in Article 4.1, shall be charged to the client. Liaise is entitled to adjust its hourly rates from time to time.
- 11.2** Disbursements and third-party costs paid by Liaise on behalf of the client shall be charged at cost price, separately itemised.
- 11.3** All amounts referred to are exclusive of any applicable VAT.
- 11.4** All work and (dis)bursements are charged to the client, at Liaise's discretion, either on an advance-payment basis or, in principle monthly, in arrears. Unless otherwise agreed, the payment term is 14 days, calculated from the date of the invoice. Payment can only be made by bank transfer. In the event of late payment, the statutory scheme under Section 6:119a DCC applies, and the client owes Liaise 15% in extrajudicial collection costs. Liaise may suspend its work for as long as there is an outstanding balance on invoices sent.
- 12.1** Liaise's Complaints & Disputes Procedure applies to Liaise's work. This procedure is published on the website www.liaiseadvocaten.nl.

13.1 The legal relationship between the client and Liaise is governed by Dutch law. Disputes shall be settled exclusively by the Amsterdam District Court, unless the subdistrict court (*kantonrechter*) has jurisdiction, in which case the dispute shall be settled by the competent subdistrict court.

14.1 For the benefit of foreign clients, these general terms and conditions are also available in English. In the event of any discrepancy(ies) between the English and Dutch texts, the Dutch text shall prevail.