



GENERAL TERMS & CONDITIONS

ADVOCATENKANTOOR VAN BOLHUIS

version October 2019

1. Advocatenkantoor Van Bolhuis

Advocatenkantoor Van Bolhuis (hereinafter: "**AVB**") is the sole proprietorship of Mr. (mr.) G.W. van Bolhuis, registered in the Trade Register of the Dutch Chamber of Commerce under no. 61076368, having its registered office at Haarlemmerstraatweg 79 in (1165 MK) Halfweg (The Netherlands). AVB is registered with and admitted to the Dutch Bar Association (*Nederlandse Orde van Advocaten*).

2. Plan B Advocaten

Plan B Advocaten (Plan B Attorneys) is the joint trade name under which Mr. (dr. mr.) D.J.B. Bosscher, by means of Advocatenkantoor Bosscher (sole proprietorship), and Mr. (mr.) G.W. van Bolhuis, by means of AVB, conduct a law practice. Plan B Advocaten is no legal entity and has no legal personality. Advocatenkantoor Bosscher and AVB are independent entities, which are not affiliated within the meaning of Dutch corporate law, which *inter alia* entails that Mr. (dr. mr.) D.J.B. Bosscher and Mr. (mr.) G.W. van Bolhuis are not in any way liable for each other's actions. Plan B Advocaten has its registered offices at Haarlemmerstraatweg 79 in (1165 MK) Halfweg (Legal District of Noord-Holland).

3. *Overeenkomst van opdracht* (agreement for the provision of professional services)

3.1 AVB renders its legal services pursuant to an agreement for the provision of professional services (in Dutch: *overeenkomst van opdracht*) within the meaning of article 7:400 Dutch Civil Code (hereinafter: the "**Agreement**"), to be concluded between AVB and its client(s). Unless the Agreement expressly indicates otherwise, Mr. (dr. mr.) D.J.B. Bosscher and/or Advocatenkantoor Bosscher will not be a party to the Agreement.

3.2 Irrespective of its reason for termination, AVB is at all times entitled to terminate the Agreement without any notice period being applicable and any compensation being due, unless agreed upon otherwise in writing.

4. Applicability General Terms & Conditions

4.1 These general terms & conditions of AVB, version October 2019 (the "**General Terms & Conditions**"), shall exclusively (i.e. with the express exclusion of the applicability of the client's general terms and conditions) be applicable to any and all services rendered to the client, unless agreed upon otherwise in writing.

4.2 The General Terms & Conditions shall be duly made available to the client by AVB by email, to which email the General Terms & Conditions shall be attached (i.e. as PDF file), which email shall include an express reference to the attached General Terms & Conditions.

4.3 Once the General Terms & Conditions being duly made available to the client in accordance with clause 4.2 above, the General Terms & Conditions shall continuously be applicable to any and all services rendered by AVB to the client pursuant to the Agreement and/or any subsequent future agreements to be concluded between AVB and the client, unless agreed upon otherwise in writing.

4.4 The General Terms & Conditions will integrally replace and supersede any and all earlier version(s) of the general terms and conditions of AVB as priorly made available to the client and/or published and/or deposited.

4.5 AVB expressly reserves its right to unilaterally amend the General Terms & Conditions from time to time. Any amended version of the general terms & conditions shall first be applicable (and integrally replace and supersede the General Terms & Conditions) after having been duly made available to the client in

accordance with clause 4.2 above. Prior to applicability, the client will be duly informed on any material amendments to the General Terms & Conditions.

- 4.6 Upon the client being duly provided with the General Terms & Conditions, the client will no longer be able to derive any rights from earlier versions of the general terms & conditions of AVB, as (e.g.) published on its website, www.beterplanb.nl, or otherwise.

5 Remuneration

- 5.1 Unless agreed upon otherwise in writing, the fee shall be calculated on the basis of the amount of hours worked multiplied by the applicable hourly rates as periodically fixed by AVB, to be increased by office expenses of 6%; and the applicable VAT of 21%.
- 5.2 The client shall be under the obligation to pay in advance any required out-of-pocket expenses, such as (but not limited to) court fees and bailiff costs.
- 5.3 The applicable hourly rates shall annually be adjusted to index rates of the *Centraal Bureau voor de Statistiek* (i.e. the Dutch Bureau of Statistics), without any further notice being required.

6. Payment

- 6.1 Unless agreed upon otherwise in writing, the payment term shall be 14 (fourteen) days from the invoice date.
- 6.2 A penalty interest of 2% (two percent) cumulative per month applies to any invoice amount being due and payable.
- 6.3 Without any prior notice being required, AVB shall have the right to extrajudicially collect any amount due and payable. The debtor shall be liable in full for any and all extrajudicial costs involved, which costs are fixed at 15% (fifteen percent) of the amount due and payable, unless the costs incurred exceed the fixed rate of 15% (fifteen percent), in which case the actual costs incurred shall be due and payable.
- 6.4 Without any prior notice being required, AVB shall have the right to initiate legal proceedings in respect of any amount due and payable. The debtor shall be liable in full for any and all costs involved.
- 6.5 Any payments by the debtor shall consecutively be applied to i) the amount being due and payable under clause 6.3 and/or 6.4; ii) the amount being due and payable under clause 6.2; and iii) the invoice amount having the oldest due date.

7. Liability

- 7.1 Any liability of AVB towards the client for damages relating to its services shall be limited to the amount that will be paid out under the professional liability insurance(s) of AVB by the insurer(s) in the matter concerned, to be increased by the sum of the applicable own risk, which amount (including the sum of the applicable own risk) shall in any case be maximized to the total invoice amount paid by the client to AVB for the services to which the damages directly relate. AVB's professional liability insurance(s) are provided by HDI-Gerling Verzekeringen N.V. under policy no. V-062-012-564-9, having its registered address at Westblaak 14 (P.O. box 925, 3000 AX, Rotterdam) in (3012 KL) Rotterdam, tel. +31 (0)10 40 36 100. The insured amount is subject to a cap on liability of EUR 500,000 (five hundred thousand euro) per claim.
- 7.2 AVB shall not in any event be liable for any indirect and/or consequential damages, including (but not limited to) loss of profits and loss of sales, damage to reputation and immaterial damage.
- 7.3 AVB shall be notified as soon as possible in writing by the client of any alleged damages for which the client intends to hold AVB liable, ultimately within 30 (thirty) days from the date on which the client became aware or reasonably should have become aware of the alleged damages, accompanied by a proper substantiation of such alleged damages, after which term any claim for damages shall lapse.
- 7.4 Any claim against AVB shall in any event lapse after 12 (twelve) months from the date of the most recent invoice pertaining to the services of AVB, to which the claim directly relates.

7.5 AVB shall not be liable for any damages or losses caused by any third persons involved in the provision of services to the client.

8. Complaints procedure

The complaints procedure of AVB shall apply to all services rendered by AVB. Upon first request, AVB shall promptly provide the client with a copy thereof.

9. Applicable law and dispute resolution

9.1 The Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

9.2 Any and all disputes arising out of or in connection with this Agreement shall be exclusively referred to and resolved by the *Rechtbank Noord-Nederland* in Haarlem (i.e. District Court).

10. English version

This English version of the General Terms & Conditions merely constitutes an integral translation of the original Dutch version thereof, which Dutch version shall at all times prevail in case of any discrepancies.

Halfweg, October 1st, 2019