

General Terms and Conditions Eudaimonia B.V.

1. Eudaimonia B.V., acting under the name De Bont Advocaten (hereinafter referred to as: De Bont Advocaten), is a private limited company that has the objective of running a legal practice. De Bont Advocaten shall be free to have lawyers to be designated by the same and members of staff of De Bont Advocaten carry out awarded engagements under the responsibility of the same, as the occasion arises whilst relying on third parties.

2. Any and all engagements are exclusively accepted and carried out by De Bont Advocaten. This also applies if it is the express or implied intention that an engagement shall be carried out by a specific person. The effect of section 404 of Book 7 of the Dutch Civil Code (DCC), which provides rules for the latter instance, and the effect of section 407 subsection 2 of Book 7 of the DCC, which establishes a joint and several liability in the instances where two or more persons award an engagement, are excluded.

3. The provisions set forth in these general terms and conditions are not only applicable to De Bont Advocaten. These provisions were also stipulated for the benefit of the directors of the company respectively any and all other persons who are employed by De Bont Advocaten or affiliated with the same by agreement respectively any and all persons who are relied on by De Bont Advocaten for the performance of an engagement of a client respectively any and all persons whose actions or omissions could result in liability on the part of De Bont Advocaten. Hence they can also rely on these general terms and conditions. The same shall apply to former employees (as also to related and hired employees), including their possible beneficiaries, if they are held liable after they have left the practice of De Bont Advocaten. Where these general terms and conditions hereinafter refer to De Bont Advocaten this is understood to also include the aforementioned persons.

4. Client or principal is understood as the party awarding the engagement. If there is question of multiple clients then they are jointly and severally liable for compliance with any and all obligations that derive from the legal relationship in place between them and De Bont Advocaten.

5. The agreement for the provision of services is formed by these general terms and conditions and the engagement letter and is concluded at the moment that De Bont Advocaten confirms the engagement to the client in writing. This is already the case when these general terms and conditions are sent to the principal. These general terms and conditions are made available to the client. If the engagement is – prior to the aforementioned written engagement letter – awarded and accepted orally then the engagement is deemed to have been concluded upon applicability of these general terms and conditions at the moment that the performance of the engagement commences.

6. If the income of the principal amounts to less than the income and assets norms established by the Dutch Minister of Justice within the framework of the Dutch Legal Aid Act then the principal qualifies (may qualify) for free legal aid.

However, the principal expressly indicated – also if the aforementioned instance occurs during the engagement – not to rely on said option in order that the stipulated financial terms and conditions are and remain applicable.

7. Fee notes consist of the fee of De Bont Advocaten, plus office expenses, disbursements (for instance, court registry fees) and VAT. Upon the establishment of the fee notes the number of dedicated hours on the basis of the applicable hourly rate is taken into account. Under certain circumstances alternative arrangements can be agreed on. The hourly rate can be adjusted semi annually.

8. As a general rule fee notes are issued monthly. However it is possible to issue fee notes on a quarterly basis or otherwise in the interim.

9. Where necessary the principal must provide for the fiscal-economic cost allocation and/or imputation of the relevant fee note components. If it regards a legal person then the directors (both direct and indirect) shall guarantee the payment of the fee notes and are they and the client jointly and severally liable.

10. To cover the current costs a deposit must be paid when awarding the engagement that is basically not interest bearing. Said deposit basically remains reserved for the coming period and is settled with the final bill. However, De Bont Advocaten is authorised to settle the deposit in the interim.

11. The costs for incurred disbursements and hired external experts are passed on.

12. Payment of the fee notes must, without deduction, discount, suspension or set-off, take place within 14 days after the date of the invoice. Payment must take place in the currency specified in the fee note by means of remittance to a bank account further specified by De Bont Advocaten. Objections (which must be communicated in writing within two weeks) against the level of the fee notes shall not suspend the payment obligation.

13. In case of an overstepping of the payment, on account of the expiry of the fatal payment term, the principal shall be in default by operation of law. As the occasion arises the principal shall, as from the date that the payable sum fell due up to the time of payment, be liable to pay statutory interest on the payable amount as intended in Section 119 of Book 6 of the DCC. If the principal is a legal person, or acts in the course of a business or profession, then the statutory commercial interest as intended in Section 119a of Book 6 of the DCC shall be payable. In addition any and all collection costs, after the principal has been deemed to be in default, both judicial and extrajudicial, shall be at the expense of the principal. The extrajudicial costs are set at an amount that equals the amount as determined in the Dutch Extrajudicial Collection Costs (Standards) Act and the Dutch Extrajudicial Collection Costs (Fees) Decree, without prejudice to the right of De Bont Advocaten to claim the actual judicial and extrajudicial costs that exceed this amount. The judicial costs include the complete costs incurred by De Bont Advocaten, even if they exceed the statutory court-approved scale of costs.

14. If the nature and the scope of the activities or the financial position of the principal gives cause to this then an additional deposit may be requested.

If the principal fails to pay the requested deposit then De Bont Advocaten shall, without prejudice to its other rights, be authorised to suspend the further performance of the engagement and/or to terminate the agreement with immediate effect, without De Bont Advocaten being liable, in any way whatsoever, for the relevant consequences. As the occasion arises everything that the principal is liable to pay to De Bont Advocaten immediately falls due in full.

15. The principal shall also be in default and the claim vis-à-vis the principal shall immediately fall due in case of bankruptcy / insolvency, suspension of payment, liquidation or discontinuation of its business, or if a debt management scheme becomes applicable to the principal, including situations where the aforementioned schemes are applied for or are offered on behalf of the principal. De Bont Advocaten shall then be entitled to proceed with immediate settlement with the deposit. De Bont Advocaten shall then also be entitled to suspend the further performance of the engagement and/or to terminate the agreement with immediate effect.

16. The principal transfers potential future claims on account of Sections 530 and 533 of the Dutch Code of Criminal Procedure or corresponding provisions to De Bont Advocaten. De Bont Advocaten shall settle what is paid in respect of the said claims with its fee notes and shall handle the potential surplus as deposit.

In case of a complaint of the principal regarding the performed activities this must be submitted in writing to De Bont Advocaten for the attention of the board of directors. The board of directors of De Bont Advocaten shall as soon as possible after having reviewed the complaint and the file enter into discussions with the principal in order to examine how the complaint can be solved. De Bont Advocaten has an internal complaints procedure (available on the website of De Bont Advocaten) with a complaints officer. If the parties cannot reach mutual agreement then the complaint is submitted to the Complaints Committee for the Legal Practice. In case of a notice of liability issued by the principal in connection with activities performed by De Bont Advocaten it must be addressed to De Bont Advocaten for the attention of the board of directors. In case of disciplinary complaints of a principal vis-à-vis De Bont Advocaten, De Bont Advocaten shall, if so required, inform the principal of the complaints procedures before the Dutch Bar Association.

17. If during the performance of an engagement of a client an event unexpectedly occurs that results in liability then said liability shall at all times be limited to the amount or the amounts that is or are covered and paid out pursuant to the professional liability insurance taken out by De Bont Advocaten including the excess at the expense of De Bont Advocaten pursuant to said insurance. An event as intended in the previous sentence is understood to also include an omission. De Bont Advocaten shall never be subject to a result obligation, however merely to a best efforts obligation.

18. If damages are inflicted on persons or goods by or in connection with the performance of an engagement of a client or otherwise for which De Bont Advocaten is liable then said liability shall be limited to the amount or the amounts that is or are covered and paid out pursuant to the general liability insurance taken out by De Bont Advocaten including the excess at the expense of De Bont Advocaten pursuant to said insurance.

19. It may be that persons who are relied on in connection with the performance of an engagement of a client intend to limit their respective liability. De Bont Advocaten is authorised to also accept this kind of limitation of liability on behalf of the client.

20. Rights of claim and other authorities of the client on any account whatsoever vis-à-vis De Bont Advocaten shall in any case expire after a period of one year has lapsed since the moment that a fact has occurred in pursuance of which the client can rely on said rights and/or authorities.

21. De Bont Advocaten shall not divulge any information to third parties unless (i) a national (international) statutory provision, regulation, or other (professional) rule compels De Bont Advocaten to divulge, or (ii) De Bont Advocaten acts on its own behalf in disciplinary, civil, administrative or criminal proceedings in which this information may bear relevance.

22. After the closing of the file De Bont Advocaten shall send any and all original documents that are present in the file and in respect of which De Bont Advocaten is not subject to a retention obligation to the principal. Unless different retention periods are applicable, De Bont Advocaten shall archive the file and retain them for a duration of 7 years after which the file is yet destroyed.

23. In connection with the performance of an engagement electronic mail and the internet may be used. Both De Bont Advocaten and the principal acknowledge that risks are associated with this however they hereby establish not to be liable vis-à-vis each other for damages that may derive from the same on the part of one or both of them as a result of the use of electronic mail and/or the internet. Both De Bont Advocaten and the client shall do and omit everything that can within reason be expected of each of them in order to prevent the occurrence of the aforementioned risks. In case of doubt about the correctness of an email received by De Bont Advocaten or the principal, the content of the email sent by the sender shall be decisive.

24. De Bont Advocaten respects the personal data of its principals as also of third parties and ensures that the personal information that is made available to De Bont Advocaten or that is otherwise obtained is handled confidentially. In this context reference is made to the Privacy Statement on our website, with which the duty to disclose information to the data subject(s) whose personal data are processed by De Bont Advocaten, laid down in the GDPR, is implemented

25. De Bont Advocaten may at all times terminate the agreement for the provision of services (early) in consideration of a reasonable notice period. If the client does not comply with its financial obligations then the relevant provisions set forth above apply. As the occasion arises, De Bont Advocaten is also entitled to suspend its activities, or to discontinue the same, until the principal has complied with its obligations.

26. If and to the extent that on account of the principles of reasonableness and fairness or on account of the unreasonably burdensome nature a provision set forth in these general terms and conditions cannot be relied on then the relevant provision shall, in terms of content and scope, be provided with the meaning that best approaches the original provision in order that it can yet be relied on.

27. The applicability of other terms and conditions (of the principal, or of third parties, by any name whatsoever) is expressly excluded. Deviations from these terms and conditions can only be stipulated in writing. The provisions set forth in these general terms and conditions and the engagement letter also remain in full force and effect after termination of the engagement and shall remain to have binding effect on the parties.

28. Dutch law is applicable to the legal relationship between De Bont Advocaten and its principal. Any and all disputes that may arise between De Bont Advocaten and its client are brought to the cognisance of the competent court in Amsterdam.

29. The general terms and conditions are also applicable to additional engagements and subsequent engagements of the principal. They are available in the Dutch and the English language. In case of a dispute regarding the content or scope of these terms and conditions the Dutch text shall prevail.

30. Eudaimonia B.V., acting under the name De Bont Advocaten, holds its registered office in Breda and is registered in the trade register under number 18025467. These general terms and conditions were filed with the Registry of the District Court Amsterdam and are available on the website of De Bont Advocaten: www.debontadvocaten.nl.

31. These general terms and conditions form an integral part of the agreement for the provision of services concluded with De Bont Advocaten.

DE BONT
ADVOCATEN