

General terms and conditions

Bunders Lok Advocaten

1. Bunders Lok Advocaten, hereinafter referred to as “BLA”, is a partnership consisting of legal entities and/or natural persons whose objective is to conduct a practice as attorneys-at-law (in Dutch: *advocaat*). A list of persons who hold shares in said legal entities (through their holding companies) will be sent upon request. BLA is registered at the Dutch Chamber of Commerce under number 76557502 and BLA’s VAT number is: NL860673418B01. The attorneys-at-law of BLA are registered in the Netherlands at the Dutch Bar Association in the Hague, phone: +31 (0)70-3353535, info@advocatenorde.nl. The office of BLA is located at Dijssehofplantsoen 14. (1077 BL) in Amsterdam, The Netherlands, phone number +31(0)20-2480057 and emailaddress: sec@bunderslok.com.
2. All assignments are accepted and carried out exclusively by BLA even if it is a client’s explicit or implicit intention to have its matter handled by a particular person. The applicability of Sections 404 and 407 (2) of Book 7 of the Dutch Civil Code is expressly excluded.
3. BLA’s liability to clients and third parties for any damages arising from or relating to its performance of services (i.e. by any of its lawyers and/or employees) is limited to the amount paid out under the professional liability insurance taken out by BLA in such respective matter, plus the applicable excess stipulated in the respective policy conditions. Information about BLA’s professional liability insurance will be sent upon request. If, for whatever reason, no payment is made under the professional liability insurance, the liability of BLA will be limited to the amount of total fees (excluding any applicable taxes and/or costs) which has been charged to the client by BLA and – as such – paid by the client in the preceding twelve calendar months in relation to the respective matter, up to a maximum of EUR 50,000 (fifty thousand euros). Client will indemnify BLA for any amount which is in excess of this limited liability of BLA.
4. Any liability on whatever ground of persons/ entities affiliated with BLA is expressly excluded. “Persons/entities affiliated with BLA” are, amongst others: former, present and future employees, associates, attorneys-at-law, interns, partners of BLA, temporary/agency workers, advisors, freelancers, group entities, holding entities, work entities, pension entities and other persons and entities affiliated to BLA, their successors under universal title and *Stichting Beheer Derdengelden Bunders Lok*. Insofar as, notwithstanding the foregoing, any liability could be vested on Persons/entities affiliated with BLA, such liability would in any event be subject to the limitations stipulated in article 3 of these general terms and conditions.
5. BLA is authorised to make use of the services of third parties in/during its performance of tasks/work assigned to it. BLA is not liable for any failures and/or omissions by such third parties and BLA is entitled, without prior consultation with the client, to accept (also) on behalf of the client any limitation of liability on the part of such third parties instructed/engaged by BLA.
6. The client will indemnify BLA, on first demand of BLA, against all claims of third parties, including for the costs incurred by BLA in connection with such claims, which are in any way related to the services provided to the client, except for in case of intent or gross negligence on the part of BLA. Performance of assignments/tasks is exclusively done for the benefit and on behalf of the respective client. Third parties cannot derive any rights therefrom.

7. Insofar as the client and BLA in their communication use electronic techniques, including e-mail and internet, the client bears the risk of transmission of viruses and similar items and of incomplete or incorrect transmission of a message. Furthermore, a message is only deemed to have reached BLA at the moment that the person carrying out the services on behalf of BLA vis-à-vis the client has taken note of this message. The client is obliged to verify whether the message has actually and completely reached the addressee.
8. Changes in the (representation) authority of the client and/or its representatives and/ or proxy holders will, even if such changes would have been recorded in public registers, only come into effect against BLA after BLA has been notified by the client of such changes in writing.
9. Any claim for damages, losses and/or any other claim rights or powers (of whatever nature) vis-à-vis BLA in connection with the services provided by BLA, will expire by the lapse of one year after the moment upon which the client and/or any person/entity involved became aware or could reasonably have become aware of such damage and/ or loss and /or other occurrence - whatever is applicable - which gave rise to exercising such claim/right.
10. The payment term for invoices issued by BLA is fourteen calendar days after the date mentioned in the respective invoice, unless otherwise agreed in writing with BLA. Within this period, the amount mentioned in the invoice must have been received by BLA, in the same currency as indicated on the invoice, and without deduction and/or set off of (additional) costs or any other amount. All judicial and extrajudicial costs incurred for the collection of BLA's invoices, including reasonable attorneys' fees insofar as these exceed the judicial cost order, will be borne by the client, with a minimum of 15% of the amount to be collected (principal amount and statutory interest). BLA is entitled to amend its rates periodically.
11. The Complaints Procedure (in Dutch: "*Klachtenregeling*") of BLA is applicable to the work carried out by BLA lawyers, reference is made to: www.bunderslok.com.
12. These general terms and conditions can be invoked not only by BLA, but also by all Persons/entities affiliated with BLA as set forth in article 4 of these general terms and conditions. The provisions in these general terms and conditions are also stipulated in favor of all Persons / entities affiliated with BLA as set forth in article 4 of these general terms and conditions. These general terms and conditions also apply to and can be invoked vis-à-vis third parties who via the client have taken notice of the services provided by BLA
13. The provisions in these general terms and conditions do not in any way limit the rights which BLA can invoke by virtue of the applicable law.
14. BLA is entitled to amend, supplement and/or replace (one or more provisions of) these general terms and conditions. BLA will in such event notify in writing the client or make announcement on www.bunderslok.com at least 30 calendar days prior to the entry into force of such amendment, supplement and/or replacement. In case BLA does not prior to the entry into force of the amendment, supplement and/or replacement, receive any written message from the client in which the client declines such amendment, supplement and/or replacement, the agreement between the client and BLA is deemed to continue with due observation and applicability of such amendments, supplements and/or replacements.

15. These general terms and conditions apply to all services provided and to be provided by BLA. These general terms and conditions and all agreements between the client and BLA are governed by Dutch law. All disputes in relation to the services provided by BLA will be exclusively settled in the first instance by the competent Court in Amsterdam.
16. In light of the execution of the assignment the client provides BLA with its personal data and, to the extent necessary, those of other persons involved with the client. The client hereby grants BLA permission to process its personal data and ensures that those involved with the client also grant their permission. The client indemnifies BLA against all damages and costs that BLA may suffer as a result of the lack of consent to the processing by the parties involved. BLA processes the personal data only with a view to carrying out the assignment and in accordance with the aforementioned permission, or at least, in the absence of such permission, on the basis of a legal obligation and/or a legitimate interest of BLA. Within this purpose, BLA may provide the personal data to third parties engaged by or on behalf of BLA for the execution of the assignment. BLA will adopt appropriate organizational and technical measures to protect the personal data of the client. Personal data will be kept carefully as long as it is necessary or legally required to be kept, and in any case during the period in which BLA is obliged to keep it on the basis of the Dutch Counsel Act (*Advocatenwet*).
17. These general terms and conditions have been drawn up in Dutch and English language. For the interpretation thereof, the Dutch text shall be decisive and prevail in case of any discrepancies.

¹ The client is amongst others entitled to review, correct, remove and/or supplement its personal data, in accordance with the General Data Protection Regulation. In addition the client has the right to file objections. In case the client wishes to make use of any of such rights and/or has any question in relation to the privacy policy of BLA, the client can contact BLA via sec@bunderslok.com. BLA will respond to such request within a month after receipt of such request.