

**General Terms and Conditions**  
**'Eisenmann & Ravestijn'**

**1. Definitions**

In these General Terms and Conditions the terms listed below have the following meaning:

- A. *Firm*: the private company Advocatenkantoor Eisenmann B.V., trading under the name 'Eisenmann & Ravestijn'
- B. *Employees*: the natural persons and/or legal entities affiliated with the company via an employment contract or a management agreement.
- C. *Client*: The company's contracting party.

**2. Engagement**

- A. An engagement is not concluded until after it has been accepted by the Firm. As regards the formation of an engagement, the Firm can only be represented by the lawyers employed by the Firm.
- B. Every engagement is granted to the Firm, which means that the Client agrees that the Firm has the engagement carried out under its responsibility or by third parties on the instructions of the Firm if necessary. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

**3. Applicability**

These General Terms and Conditions apply to all contracts for services between the Firm and the Client, including additional and follow-up engagements, unless agreed otherwise in writing prior to the conclusion of an agreement.

**4. Confidentiality**

The Firm and its Employees are obliged towards the Client to observe confidentiality concerning everything that comes to the attention of the Firm and/or its Employees pursuant to the engagement or otherwise.

**5. Archiving**

The file created by the Firm for the purpose of an assignment will be kept for a period of 10 years (after it has been completed), whereafter the Firm has the right to destroy the file.

**6. Invoicing**

- A. The Client owes the Firm a fee for the performance of the engagement, which is to be increased by turnover tax and increased with any disbursements paid by the Firm for the benefit of the Client. The parties may also agree a fixed amount as fee, including any disbursements.
- B. Unless agreed otherwise in writing, the fee will be calculated on the basis of the number of hours worked by the Firm multiplied by the applicable hourly rates of its lawyers as applicable at the moment of performance.
- C. The Firm reserves the right to invoice the activities performed in the interim in case the performance of the engagement extends over a period that exceeds two months.
- D. The Firm always has the right to demand that the Client makes an advance payment. Advance payments that have been received are set off against an interim or final settlement of the engagement.
- E. In case of files based on the statutory system of legal aid, the provision of this article only applies to the costs (including any disbursements) that are for the Client's account on the basis of the assignment of counsel. These costs are payable in advance.

**7. Payment**

- A. The Firm's invoices must be paid within 14 days after the invoice date. The Client will be in default by operation of law if this term is exceeded and the Client will owe default interest equal to the applicable statutory interest. If this is the case, the Firm will have the right to suspend or terminate the activities concerning the relevant file while notifying the Client thereof.
- B. Payment must be made by transfer into account number (ABN AMRO Bank) 62.06.85.875 in the name of 'Eisenmann-Ravestijn' while stating the invoice number.
- C. Payment may also be made in cash at the Firm's address in return for adequate proof of discharge.
- D. In the event the Firm implements collection measures against a Client who is in default, the related costs, subject to a minimum of 10% of the outstanding balance, will be for the Client's account.

**8. Engaging third parties**

- A. The Firm has the right to engage third parties in the performance of an engagement in which connection the Firm will always apply the necessary care. The Firm will consult in this connection with the Client if possible in advance.
- B. However, the Firm will not be liable for any failures on the part of third parties beyond what is described in article 9 of these General Terms and Conditions.
- C. Third parties engaged in the performance of the engagement by the Firm have the right to invoke these General Terms and Conditions against third parties.

**9. Liability**

- A. The Firm's liability for losses arising from or in connection with the performance of an engagement is always limited to the amount to which the liability insurance entitles in the relevant case, increased by the amount of the excess according to the relevant policy.
- B. In the event the Firm is not entitled to any payment under the abovementioned liability insurance, all liability on the part of the Firm will be limited to an amount equal to the fee (excluding disbursements) charged by the Firm in connection with the relevant file during the calendar year in which the liability arose, up to an amount of at most EUR 15,000.
- C. All claims lapse at most one year after an event that could lead to liability occurred or, at any rate, came to the attention or could have come to the attention of the Client within reason.

**10. Data**

- A. When performing the engagement, the Firm will implement appropriate measures to guarantee the confidentiality of the relationship with the Client and complies with the General Data Protection Regulation (GDPR) for this purpose.
- B. Pursuant to the current Personal Data Protection Act or the General Data Protection Regulation (GDPR) that enters into effect on 25 May 2018, the Firm has the right to use your data professionally without giving notification of this. In addition, your data will be used for new cases to check for a possible conflict of interest (with you as Client).

- C. The Client also grants approval to bring the client data known to the Firm, subject to the condition of confidentiality, to the attention of the Employees or third parties within the meaning of article 8 of these General Terms and Conditions.
- D. The Client agrees to the electronic exchange of information (internet and e-mail) and is aware that no absolute guarantee against inspection by unauthorised parties can be issued despite all security measures implemented by the Firm.

#### **11. Disputes**

- A. The contract for services between the Firm and the Client is governed by Dutch law.
- B. The courts in Amsterdam have exclusive jurisdiction to hear disputes arising from or in connection with the Firm's activities.