

HUIJZEN

ADVOCACY

GENERAL TERMS AND CONDITIONS HUIJZEN ADVOCACY, VERSION 18 JANUARY 2024

1. Applicability

1.1 These are the general terms and conditions of Huijzen Advocacy. Huijzen Advocacy is a sole proprietorship (*eenmanszaak*), with its office address at Burchtplein 13, 2242 GL Wassenaar (the Netherlands) and is registered with the Trade Register of the Chamber of Commerce under number 75868849.

1.2 These general terms and conditions apply to all services Huijzen Advocacy performs for its clients.

2. Engagement

2.1 An agreement for services between a client and Huijzen Advocacy will only come into existence when we accept a client's engagement for services.

2.2 If Huijzen Advocacy is engaged to provide services together with another person, we are only liable for the performance of those obligations that are explicitly ours. Article 7:407(2) of the Dutch Civil Code will not apply.

2.3 Huijzen Advocacy may engage third parties that are not related to Huijzen Advocacy (such as bailiffs and translators) where such engagement is desirable for the provision of our services. In such case, the client will be bound by the terms of engagement agreed by us with the third parties in question. Huijzen Advocacy may engage these third parties in its own name or, as an authorized representative, in the client's name.

2.4 The client shall provide Huijzen Advocacy with any information that we, third parties engaged by us or banks engaged require to meet any obligations to establish the identity of the client and persons affiliated with the clients. Furthermore, Huijzen Advocacy has an obligation to report unusual transactions to the authorities.

2.5 Huijzen Advocacy has the right to not provide any services, for instance because of a (potential) conflict of interest.

3. Invoice

3.1 Unless agreed otherwise, Huijzen Advocacy renders its services on a time spent basis in accordance with the hourly rate agreed upon with the client, increased with any out-of-pockets expenses.

3.2 If no hourly rate has been agreed upon, the client will owe a fee based on Huijzen Advocacy's standard rate.

3.3 Huijzen Advocacy will issue its invoices monthly. Invoices are payable within fourteen days of the date of the invoice.

3.4 The client has thirty days after the invoice date to notify Huijzen Advocacy of any objections to an invoice. If no such timely notification has been done, the invoice will be deemed to have been accepted.

4. Liability

4.1 The total liability of Huijzen Advocacy for a specific claim is limited to the amount that is actually paid out to Huijzen Advocacy in relation to that claim under our business liability insurance or professional liability insurance, increased with the excess under the relevant insurance. Huijzen Advocacy's professional liability insurance has an insured amount of EUR 1,000,000 per claim and EUR 2,000,000 per insurance year and has a deductible of EUR 1,000 per claim. Huijzen Advocacy's business liability insurance has an insured amount of EUR 2,500,000 per claim and EUR 5,000,000 per insurance year and has a deductible of EUR 250 per claim. Various (other) limitations and exclusions apply. Should the client have any questions regarding the extent of the insurance coverage, it can contact Huijzen Advocacy.

4.2 If for whatever reason, no amount is paid out under the aforementioned insurances, the liability of Huijzen Advocacy shall be limited to an amount equal to (i) the fees that Huijzen Advocacy has charged for the specific case, or (ii) EUR 20,000, whichever is lower.

4.3 Claims for damages shall expire after a period of one year from the day following the day on which the client became aware of the damage suffered and Huijzen Advocacy as the party liable for that damage.

4.4 If Huijzen Advocacy engages a third party to perform an assignment from a client, then we shall not be liable vis-à-vis the client for any error or omission of such third party. By instructing Huijzen Advocacy, the client accepts that if the aforementioned third party has limited its liability vis-a-vis Huijzen Advocacy, such limitation of liability also applies vis-a-vis the client and may also be invoked vis-a-vis the client by Huijzen Advocacy.

4.5 The client indemnifies Huijzen Advocacy and persons engaged by Huijzen Advocacy against any and all claims by any third party (including persons and entities that are related to the client) in connection with the provision of services by Huijzen Advocacy and the persons engaged by Huijzen Advocacy and costs incurred by us in relation to such claims, insofar as these claims and costs are greater than or different from those to which we would be liable pursuant to these terms and conditions.

5. Office complaints procedure

Huijzen Advocacy has an office complaints procedure (*kantoorklachtenprocedure*), which can be found on our website.

6. No client's account

Huijzen Advocacy does not have a client's account (*derdengeldenrekening*) and will thus not keep any funds on behalf of clients or third parties.

7. Applicable law and forum

7.1 The agreement for services and any and all non-contractual obligations arising out of or in connection with the agreement are governed exclusively by Dutch law.

7.2 Subject to section 5 of these general terms, the Amsterdam District Court in the Netherlands has exclusive jurisdiction to settle all disputes in connection with the agreement for services.