

## General Terms and Conditions HAUT Legal

### 1. General Provisions

1. HAUT Legal (hereafter: 'HAUT') is the trade name of HAUT Legal B.V. (*Besloten Vennootschap*) and HAUT Legal Haarlem B.V. (*Besloten vennootschap*). HAUT Legal B.V. is located in Utrecht and is registered with the trade register (*Handelsregister*) of the Chamber of Commerce (*Kamer van Koophandel*) under number 84380675. HAUT Legal Haarlem B.V. is located in Heemstede and is registered with the trade register of the Chamber of Commerce under number 91256060. Both firms are established under Dutch law for the purpose of exercising the legal profession. HAUT refers to either HAUT Legal B.V. or HAUT Legal Haarlem B.V..
2. These General Terms and Conditions apply to all instructions given to HAUT, any additional or subsequent instructions and other services, and all legal relations between HAUT and third parties (hereafter: 'Instruction').
3. These conditions are partly stipulated for the benefit of the directors of HAUT and any natural and legal person that, optionally on the basis of an employment contract, operates or has operated for HAUT or is involved in the services provided by HAUT.
4. The conditions are also applicable on any additional or subsequent instructions.

### 2. Instruction

1. Every Instruction given to and accepted by employees or directors of HAUT exclusively entails an instruction given to and accepted by HAUT. An instruction does not entail any personal rights, obligations or liability of employees or directors of HAUT. The effect of articles 7:404 and 7:407 section 2 Dutch Civil Code (*Burgerlijk Wetboek*) is excluded. Third parties cannot invoke any rights from (results of) the rendered services.
2. HAUT exclusively renders its services on behalf of the client; third parties cannot invoke any rights from these services.
3. HAUT may engage third parties for the execution of any instructions. If possible or reasonable, HAUT will consult the client in appointing these third parties.
4. In the event that HAUT cannot partially or entirely fulfil the instruction due to force majeure, HAUT may postpone or (partially) terminate the execution of the instruction without judicial intervention, whilst HAUT is not obliged to any indemnity.
5. HAUT explicitly rejects the applicability of any of the client's general or other terms and conditions.

### 3. Price and Payment

1. HAUT makes use of different pricing models. Unless agreed otherwise, the fee owed will be calculated on the basis of the hours spent executing the instruction, multiplied with the applicable hourly rates.
2. HAUT charges expenses incurred in relation to the Instruction (e.g. travel-, accommodation- and parking expenses), third party expenses (e.g. bailiff fees, courier charges, or translation costs) and disbursements (court fees), including applicable VAT rates.
3. HAUT may request an advance payment. HAUT will maintain possession of the advance payment during the Instruction. After the instruction is executed, HAUT will settle the advance payment

with the last invoice, any invoices of HAUT left unpaid by the client, or with (anticipated) invoices of engaged third parties. If the client has fulfilled all financial obligations, HAUT will reimburse the (remaining) advance payment.

4. HAUT legal invoices on a monthly basis. The period for payment is 14 days. This is a strict deadline. If payment is not made within this time, client will remain in default of payment. No notice of default or notification is required. From that moment on, Client owes the statutory commercial interest and 15% collection costs. HAUT will take measures to recover the debt.
5. The Client is not entitled to suspend payment of the invoices or pay through settlement.
6. HAUT may at all times without notice of default, suspend or cease the provision of services in all instructions of the client, and maintain possession of client's records or other matters, if the client does not pay an invoice or advance payment on time. HAUT will immediately in writing notify the Client hereof. HAUT is not liable for Client's damages resulting from the suspension of services.

### 4. Limitation of Liability

1. Any liability of HAUT arising from or related to the execution of the instruction is limited to the sum covered by the professional liability insurance, plus the deductible that is not covered by insurance according to policy conditions. Upon request, HAUT will provide information on the concluded professional liability insurance.
2. In the event that the professional liability insurance will not disburse, HAUT may only be held liable for the invoiced sums in regards to the instruction which have been paid by client, to a maximum of €25.000,-.
3. Any rights of action and all competences relative to HAUT in respect to the provided services by HAUT, shall lapse one year after the date on which the client or third party was informed, or reasonably could have known of the existence of these rights and competencies.
4. HAUT is not liable towards client for any faults made by third parties. HAUT may accept stipulations restricting liability on behalf of the client.

### 5. Anti Money-Laundering and Anti Terrorism Financing Act

1. By virtue of the Anti Money-Laundering and Anti Terrorism Financing Act (*Wet ter voorkoming van witwassen en financiering van terrorisme ("Wwft")*) HAUT must verify the identity of client and may under circumstances notify the authorities of unusual transactions. The client confirms they are aware of, and agree to, the foregoing and that they will provide the required information.

### 6. Applicable law, disputes and language

1. Dutch law is applicable on the legal relationships between HAUT and client, as well as those who draw upon her services. The competent court of Amsterdam may exclusively settle any disputes.
2. HAUT has a complaints policy, which can be accessed through our website.
3. These General Terms and Conditions are available in both the Dutch and English language. In the event of conflicting interpretation, only the Dutch version will be binding.