

**General Terms and Conditions of Cordemeyer & Slager Advocaten B.V.**

Cordemeyer & Slager Advocaten B.V. (“**Cordemeyer & Slager / Advocaten**”) is a private company with limited liability under the laws of the Netherlands, with its offices in Haarlem, the Netherlands and it is registered in the commercial register of the Dutch Chamber of Commerce under number 34237183.

These general terms and conditions have been deposited at the court registry of the Haarlem District Court under number 9/2021 and they can be consulted via the Cordemeyer & Slager / Advocaten website: [www.cordemeyerslager.nl](http://www.cordemeyerslager.nl).

**1 Applicability**

1. All our services and other activities are provided on the basis of an agreement for services. Our general terms and conditions apply to services, including any subsequent or additional instructions, provided by Cordemeyer & Slager / Advocaten, to the exclusion of to the exclusion of any general terms and conditions of any other party.
2. Not only Cordemeyer & Slager / Advocaten, but also all attorneys-at-law, (former) employees, advisors, contracted auxiliary persons, direct or indirect shareholders, including their heirs, affiliated with Cordemeyer & Slager / Advocaten may rely on these general terms and conditions vis-à-vis clients.
3. The Dutch text of these general terms and conditions is binding in the event of any differences between the English text and the Dutch text.

**2 Services**

4. All services are deemed to have been provided by the limited liability company Cordemeyer & Slager / Advocaten, even if the relevant service, whether explicitly or not, is to be carried out by a specific person.
5. All instructions to Cordemeyer & Slager / Advocaten are agreements for the

provision of services under article 7:400 of the Dutch Civil Code.

6. The applicability and effect of articles 7:404 and 7:407 paragraph 2 are explicitly excluded.
7. Cordemeyer & Slager / Advocaten reserves the right not to provide services, for example because of a conflict check and client and case acceptance procedures.

**3 Fees**

8. Unless agreed otherwise in writing, Cordemeyer & Slager / Advocaten's fees are calculated on the basis of the number of hours worked by the relevant attorneys-at-law involved, multiplied by the customary hourly rate that applies per time unit for those attorneys-at-law plus the expenses incurred by Cordemeyer & Slager / Advocaten. Cordemeyer & Slager / Advocaten reserves the right to adjust the fees, i.a. on the basis of indexation and seniority of the attorneys-at-law concerned.
9. Cordemeyer & Slager / Advocaten does not apply a surcharge for office costs. All other expenses incurred when the services are provided – such as court fees, courier fees, travelling expenses, fees for translations, experts' fees, fees for attorneys-at-law abroad – are passed on to the client as disbursements.

10. Fees and disbursements are charged, in principle, to the client on a monthly basis. All amounts are exclusive of VAT.
11. Payment is to take place within fourteen days following the invoice date, failing which Cordemeyer & Slager / Advocaten is entitled to charge the statutory commercial interest rate plus the costs incurred, within reasons, by having the the sum due collected.

#### 4 Liability

12. Any and all liability of Cordemeyer & Slager / Advocaten is limited to the amount paid out under the professional liability insurance taken out by Cordemeyer & Slager / Advocaten in the matter concerned, including the applicable excess.
13. In the event the professional liability insurance does not pay out, Cordemeyer & Slager / Advocaten' liability is limited to the lower of the following two amounts, i.e. (i) € 50,000 or (ii) the fee (including VAT) charged, in the six months prior to the date on which liability arose, by Cordemeyer & Slager / Advocaten to client in the matter that gave rise to the damage.
14. Any (right to) claim for compensation of damages lapses one year after the existence of the damage becomes known to client of could reasonably have become known.

#### 5 Indemnity

15. Third parties cannot derive rights from the services provided by Cordemeyer & Slager / Advocaten for client. The services provided by Cordemeyer & Slager / Advocaten for client are exclusively meant for client.

16. Client indemnifies Cordemeyer & Slager / Advocaten against all claims by third parties, including costs for legal assistance, which are in any way connected with the services provided for client, unless these claims result from intent or wilful recklessness on the part of Cordemeyer & Slager / Advocaten. Third parties are understood to include persons affiliated with client.

#### 6 Confidentiality

17. When performing the services, Cordemeyer & Slager / Advocaten will observe secrecy, in accordance with the applicable rules and regulations, with respect to the confidential information received from client.
18. Client grants Cordemeyer & Slager / Advocaten permission to communicate with client through non-secured electronic means of communication, including email, fax and telephone, unless agreed otherwise in writing.

#### 7 Engaging third parties

19. Where required for performing the services, Cordemeyer & Slager / Advocaten is entitled to engage third parties. When engaging third parties, Cordemeyer & Slager / Advocaten will consult client, as much as possible, in advance.
20. Cordemeyer & Slager / Advocaten has been authorised by client to accept limitations of liability and other general terms and conditions of third parties on behalf of client.
21. Cordemeyer & Slager / Advocaten cannot be held liable for any acts or omissions of third parties that have been engaged by Cordemeyer & Slager / Advocaten.

## 8 Foundation for client's funds

22. As part of the services, Cordemeyer & Slager / Advocaten or the foundations for client's funds engaged by Cordemeyer & Slager / Advocaten may hold client's funds or third-party funds for safekeeping and may deposit these at a bank of their choosing, under the conditions set by that bank.
23. Cordemeyer & Slager / Advocaten or the foundations for client's funds cannot be held liable if the bank fails to meet its obligations. Any costs that may be incurred by Cordemeyer & Slager / Advocaten or by the foundations for client's funds for holding client's funds will be at client's expense and may be set off by Cordemeyer & Slager / Advocaten or the foundations for client's funds against the funds held.

## 9 Termination of the services

24. Both the client and Cordemeyer & Slager / Advocaten may terminate the services, with immediate effect, at any moment.
25. In the event the services are terminated, the fee for the activities carried out by Cordemeyer & Slager / Advocaten is payable by client, including the fee for

activities that are required to hand the case over to client or to a third party.

## 10 Complaints regulations

26. If client should be dissatisfied with the quality of our services or an invoice by Cordemeyer & Slager / Advocaten, which it is hoped will not occur, Cordemeyer & Slager / Advocaten would like to be informed by client without delay so that the matter may be resolved.
27. Client may also invoke the internal complaint regulations of Cordemeyer & Slager / Advocaten. The Complaints and Dispute Settlement Procedure for the Legal Profession (*Klachten- en Geschillenregeling Advocatuur*) is applicable to the services rendered by Cordemeyer & Slager / Advocaten. Client may consult the complaints regulations via <https://www.cordemeyerslager.nl/klachtenregeling/>.

## 11 Jurisdiction

28. The laws of the Netherlands exclusively govern the legal relations between client and Cordemeyer & Slager / Advocaten and disputes will be resolved by the competent court in the Netherlands.