

GENERAL TERMS AND CONDITIONS

MAAK ADVOCATEN NV

1. MAAK Advocaten N.V. ("MAAK") is a public limited company under Dutch law, registered at the Commercial Register in Amsterdam under number 75953668. These general terms and conditions exclusively apply to all services that MAAK has been requested to provide ("Services"), including follow-up Services. The applicability of the general terms and conditions of the client is expressly rejected. Persons who are authorised by MAAK to accept a request for Services on its behalf are referred to in these conditions as "partners".
2. The legal relationship between MAAK and the client shall qualify as an agreement of assignment under Dutch law ("*overeenkomst van opdracht*"). All assignments shall involve obligations to perform to the best of one's ability and shall never involve an obligation to achieve a certain result. MAAK only advises, and can only be deemed to advise, in relation to Dutch law, including the law of the European Union. Requests for Services are deemed to have been directed to MAAK only and not to any individual person associated with MAAK. This includes any request for Services to be performed by a specific person associated with MAAK. The application of sections 7:404, 7:407(2) and section 7:409 Dutch Civil Code ("*Burgerlijk Wetboek*") is excluded. Person associated with MAAK means: any employee, advisor, partner, director, member of the FlexPool, partner or shareholder of MAAK. These general conditions may be relied on by MAAK and by any persons associated or formerly associated with MAAK and their legal successors.
3. MAAK shall not be liable for (in)direct damage, consequential damage and loss of profits. MAAK's liability shall never exceed the provisions set forth in these General Terms and Conditions, irrespective of whether claims are based on contracts or on any other grounds, in particular tort ("*onrechtmatige daad*").
4. Should MAAK be liable for any damage incurred by the client despite the provisions set forth in Article 3, such damage shall be limited to the amount for which MAAK is liable under its general liability insurance policy (AVB) (for persons and objects) or under its professional liability insurance policy, plus the amount of MAAK's excess under such insurance policy. The client may inspect the relevant policy on request at MAAK's offices. If, for whatever reason, no payment is made pursuant to the aforementioned insurance and Article 3 unexpectedly remains inapplicable, any liability on the part of MAAK towards the client shall be limited in its totality to the amount invoiced and paid by the client for the work (in connection with which the damage has occurred) performed by MAAK, or to be invoiced and

paid by the client for the work performed in the twelve-month period preceding the attribution of liability, subject to a maximum of € 25,000.00 (in words: twenty-five thousand Euros).

5. If MAAK involves a person not associated with MAAK in connection with its Services for a client, MAAK will not be liable to the client for any error or omission ("*fout*") made by that person. By requesting MAAK to provide Services, the client gives MAAK authority to accept a limitation of liability stipulated by that person on behalf of the client.
6. The limitation of liability contained in these general terms and conditions also applies if the damage is caused by (defects in the) equipment, software, registers, internet connection and/or other items or sources of information of third parties used in the execution of the order.
7. MAAK's limitation of liability shall not apply in the event of intent or willful recklessness on the part of MAAK's company management or its managing employees.
8. The client shall indemnify MAAK against all claims from third parties, including the reasonable costs of legal assistance, which are in any way connected with or result from the work performed or to be performed for the client, except in the event of malicious intent or gross negligence on the part of MAAK.
9. MAAK may only be deemed to interrupt current limitation and expiry periods in a case on behalf of the client if MAAK and the client have explicitly agreed to this in writing in the agreement of assignment.
10. Any claim for compensation of damage will lapse one year after the date on which the client became aware or could have become aware of the damage and MAAK's liability ("*de vervaltermijn*").
11. In providing Services for clients, MAAK and the "*Stichting Derdengelden MAAK Advocaten*" may receive funds from clients or third parties. MAAK and Stichting Derdengelden MAAK Advocaten will deposit these funds with a bank chosen by MAAK in consultation with the parties involved. MAAK and Stichting Derdengelden MAAK Advocaten will not be liable if the bank chosen fails to fulfil its obligations.
12. MAAK shall charge a fee for its Services, which shall generally be based on an hourly rate,

a fixed fee of 6% for office costs (plus VAT), as well as the costs incurred by third parties. MAAK shall be free to change its hourly rate and fees. The hourly rates to be charged shall be adjusted each time on 1 January, subject to (interim) rate adjustments. In addition, changes in the interests of the case, urgency, years of experience and specialisms may lead to (possibly temporary) adjustment of the agreed rate. However, this will be announced to you as soon as possible and, in principle, will not have retroactive effect. MAAK is always entitled to demand a retainer from client, which will be deducted from the final invoice.

13. Payment of MAAK's invoices must be made within 14 days of the invoice date. After the expiry of this fatal term, the client shall be deemed to have accepted the correctness of the invoice, unless the client has objected to this in writing beforehand, and an interest of 1% per month may be charged to the client. Client shall not be entitled to any set-off or suspension. All judicial and extra-judicial costs incurred by MAAK in connection with the collection of its claims shall be borne by client, subject to a minimum of 15% of the outstanding invoices.
14. MAAK shall also be entitled to set off any conditional and/or reasonably foreseeable claims it may or shall have on the client against any amounts it owes or shall reasonably owe to the client. For the purpose of this Article, client shall also include group companies and/or majority shareholdings of client. If the invoices are not paid on time, MAAK shall be entitled to suspend its Services in connection with the order given.
15. Under applicable legislation - including the Dutch Law for preventing money laundering and financing of terrorism ("*Wet ter voorkoming van witwassen en financieren van terrorisme*" ("*Wwft*")), MAAK is obliged to verify the identity of its clients and report unusual transactions to the authorities in certain circumstances.
16. All personal data will be processed in accordance with the General Data Protection Regulation ("GDPR").
17. Personal data of clients may be used in new cases to check for possible conflicts of interest (with the client). For this purpose, MAAK only uses the necessary data to verify this and express consent is given by way of acceptance of these General Terms and Conditions.
18. MAAK shall exercise the care that can be expected under the given circumstances when securing the client's and third parties' data. The client agrees to electronic data exchange (internet and e-mail) and realises that, despite all the security measures taken by MAAK, no

absolute certainty can be given against unauthorised consultation. MAAK shall not be liable for any loss of data or damage resulting from unauthorised access, regardless of whether such loss and/or damage is caused by the transmission of such data.

19. The digital file created with the assignment shall be kept for ten years after the case is filed, after which MAAK shall be entitled to destroy the digital file. MAAK shall destroy the physical file after completion of the case and send the original documents to the client by registered post.
 20. Dutch law governs the legal relationship between MAAK and its clients. Complaints about the execution of this commission, including complaints of a financial nature, shall be heard by the court in Amsterdam which shall in the first instance take cognisance of a dispute between MAAK and a client.
 21. MAAK's Complaint Procedure applies to all Services provided by MAAK's attorneys (*advocaten*), see <https://www.maak-law.com/complaints-procedure/>
 22. In interpreting the meaning of these general conditions, the Dutch version supersedes all other versions, see <https://www.maakadvocaten.nl/algemene-voorwaarden/>
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