

General terms and conditions LVH Advocaten

1. LVH Lawyers

- 1.1 LVH Advocaten is the trade name of Leeman Verheijden Huntjens Advocaten B.V., a private company with limited liability, having its registered office in Rotterdam. Upon request of the client, a list will be provided of the persons holding shares in LVH Advocaten through their companies.
- 1.2 These general conditions are also stipulated for the benefit of all those who are involved in the performance of an assignment on behalf of LVH Advocaten.

2. The contract of engagement.

- 2.1 These general conditions apply to all assignments accepted by LVH Advocaten, any follow-up assignments and any other work.
- 2.2 All assignments are accepted and carried out by LVH Advocaten, notwithstanding Sections 7:404 and 7:407(2) of the Dutch Civil Code. This also applies if it is the (silent) intention that an assignment is executed by a specific person.
- 2.3 The execution of the assignment given shall be done exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed.
- 2.4 If the client provides the content of the work performed by LVH Advocaten to a third party, the client is obliged to inform such third party that the work is performed under the applicability of these general conditions.

3. Use of third parties

- 3.1 The choice of a third party to be engaged by LVH Advocaten shall be made with due care and, where possible, in consultation with the client.
- 3.2 LVH Advocaten shall not be liable for failures of third parties it has engaged and is authorized by the client to accept on behalf of the client any limitations of liability of third parties.

4. Liability

- 4.1 Any liability of LVH Advocaten shall be limited to the amount that, in the case in question, has been paid under the professional liability insurance of LVH Advocaten is paid, increased by the excess which, according to the terms of the policy, is not for the account of the insurer.
- 4.2 If and insofar as no payment is made under the professional liability insurance for any reason whatsoever, the liability referred to above shall be limited to €250,000.
- 4.3 Any claim for damages shall become time-barred one year after the day on which the client has become aware of the damage and of LVH Advocaten's liability for it.

5. Indemnification by the client for claims by third parties

- 5.1 The client indemnifies LVH Advocaten against all claims of third parties that are in any way connected with the work performed for the client.
- 5.2 The client shall indemnify LVH Advocaten, as well as the persons referred to in clause 1.2, against claims filed by third parties who claim to have suffered damages as a result of, or in connection with, a wrongful report under the Prevention of Money Laundering and Terrorist Financing Act.

6. Client screening and reporting requirements.

- 6.1 Within the framework of the Money Laundering and Terrorist Financing (Prevention) Act LVH Advocaten has the obligation to establish the identity of its client and to report any unusual transactions to the authorities, without informing the client. The client confirms to be aware of this and to agree to provide all necessary information.
- 6.2 LVH Advocaten shall comply with any other notification or information obligation that applies or becomes applicable to it.

7. Third-party funds

LVH Advocaten and the Stichting Dergengelden LVH Advocaten in Rotterdam may retain funds of clients and third parties and deposit them at a bank chosen by them. They shall not be liable if such bank fails to perform its obligations.

8. Data Protection

- 8.1 The client agrees that LVH Advocaten makes use of digital means of communication and data storage services. LVH Advocaten is not liable for any damage resulting from the use thereof.
- 8.2 If LVH Advocaten processes personal data, this processing is done in accordance with the privacy policy of LVH Advocaten. This policy can be consulted on www.lvh-advocaten.nl.
- 8.3 LVH Advocaten shall retain electronic or paper files for seven years after the last substantive communication with the client in the relevant case. After this period LVH Advocaten may destroy these files.

9. Rates and Payment

- 9.1 The fee for the services rendered by LVH Advocaten shall be determined on the basis of the number of hours worked, multiplied by the hourly rates applied by LVH Advocaten. In addition, the client shall be charged a fixed surcharge for office expenses of 6% of the fee, an allowance for travel by car or public transport, and, if applicable, value added tax and disbursements (bailiff fees, court registry fees etc.).
- 9.2 LVH Advocaten has the right to change its hourly rates and the reimbursement of travel expenses on a yearly basis.
- 9.3 Payment of invoices by the client must take place within 14 days after the invoice date, without any discount, suspension or setoff. If payment is not made within this term, LVH Advocaten has the right to charge extrajudicial costs to the client. The term of payment shall at all times be a strict deadline.
- 9.4 LVH Advocaten has the right to suspend the assigned activities if invoices, agreed advance invoices or interim invoices are not paid in time, if the credit risk of the client is assessed as too high or if the continuity of the business of the client is insufficiently secured.

10. Complaints

- 10.1 A complaint by the client about the conclusion and performance of an agreement for services, the quality of the services and/or the amount of the invoice, not being a complaint within the meaning of paragraph 4 of the Advocatenwet (Disciplinary Complaints), must be submitted in writing to the Board of LVH Advocaten. The Office Complaints Regulation is applicable to the complaint. The Office Complaints Procedure is published on www.lvh-advocaten.nl and will be sent upon request.
- 10.2 If the complaint is not resolved after treatment by LVH Advocaten, the dispute can be submitted to the Court of Rotterdam.

11. Miscellaneous topics

- 11.1 All agreements between the client and LVH Advocaten are subject to Dutch law. Disputes shall be exclusively decided by the District Court of Rotterdam.
- 11.2 These general terms and conditions have been drawn up in Dutch and English. In the event of any difference in content or scope, the Dutch text shall be binding.
- 11.3 These General Terms and Conditions have been filed at the Registry of the District Court of Rotterdam. The General Terms and Conditions can also be consulted at www.lvh-advocaten.nl.
- 11.4 LVH Advocaten has the right to unilaterally amend its general terms and conditions. Notice of these amendments shall be published on www.lvh-advocaten.nl.

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