

GENERAL TERMS AND CONDITIONS OF SPLENDOR ADVOCATEN

1. Splendor Advocaten is a partnership (*maatschap*) of Lexforte B.V. and GieForce B.V. Splendor Advocaten is registered in the Trade Register of the Chamber of Commerce under number 67445144.
2. All assignments shall be considered to be assigned to the partnership and Splendor Advocaten can determine in its own discretion who will perform the assignment on its behalf, even if the principal has explicitly or implicitly assigned the assignment with the intention that a specific person carries out the assignment. Splendor Advocaten shall perform the assignment to the best of its abilities; this does not constitute an obligation to guarantee a certain result.
3. These general terms and conditions apply to all commissions and assignments performed by Splendor Advocaten, including additional and consecutive assignments and apply also for the benefit of employees, subcontractors, commission takers and persons or entities otherwise working for or assigned by Splendor Advocaten. The applicability of general terms and conditions of the principal is explicitly rejected.
4. All assignments are exclusively accepted and performed by Splendor Advocaten subject to an assignment agreement. Unless explicitly agreed otherwise, Splendor Advocaten is entitled to appoint third parties to assist in performing an assignment. The applicability of articles 7:404, 7:407 (2) and 7:409 Dutch Civil Code is excluded.
5. Splendor Advocaten will perform its assignments with due and proper care and shall carefully select third parties who may assist in performing assignments. If possible, Splendor Advocaten will consult with the principal prior to selecting third parties (except for bailiffs and debt collection services). Any and all liability of Splendor Advocaten for breach, fault or tort committed by third parties is excluded. The principal accepts and agrees that the assignment to Splendor Advocaten includes the authority of Splendor Advocaten to accept limitations of liability used by third parties also on behalf of the principal.
6. Any and all liability of Splendor Advocaten is at all times limited to the amount actually paid out under the professional liability insurance of Splendor Advocaten in the matter concerned, increased with the amount of the excess. If and to the extent no payment is made in conformity with the above insurance, irrespective of the reasons thereof, Splendor Advocaten's liability is limited to the amount of fees invoiced and paid in the year in which the damage arises, always with a maximum of € 40,000,-.
7. All claims need to be filed in writing and substantiated with arguments at Splendor Advocaten within three months after the principal or third party knew or could reasonably have known the facts giving rise to a claim, failing which all claims shall lapse.
8. The principal shall indemnify and hold Splendor Advocaten harmless from and against all claims of third parties and shall reimburse Splendor Advocaten the reasonable costs incurred in defending such claims.
9. The execution of assignments takes place exclusively in the interest of the principal; third parties cannot derive any rights from the content of the activities executed.
10. The principal is liable to pay the fees as agreed in the engagement letter, increased with out-of-pocket expenses and VAT. Splendor Advocaten is entitled to (periodically) change its rates and expense allowances.
11. The principal acknowledges that Splendor Advocaten performs its assignment under due observance of the rules of conduct (*gedragsregels*) issued by the Dutch Bar Association and accepts all consequences thereof.
12. Invoices for services rendered are sent monthly by Splendor Advocaten and must be paid within the term stipulated in the invoice and in any event within 14 days after the date of invoice. If payment is not received on the due date, the principal is automatically in default and Splendor Advocaten can claim interest of 1% per month over the outstanding amount (part of a month is calculated as one month). In addition, Splendor Advocaten can claim compensation for extrajudicial costs incurred with a minimum of 15% of the principal amount or, if the principal is a private person, in accordance with the Collection Costs Decree (*Besluit Incassokosten*).
13. If an invoice is not paid, or not timely or fully, Splendor Advocaten is entitled to suspend or terminate its activities. In such event, Splendor Advocaten may also suspend or terminate its activities in other current assignments granted by the principal. Splendor Advocaten is never liable for any damage, loss and/or costs resulting from suspension of the activities.
14. Amounts received on behalf of the principal will be remitted into the third party bank account of the foundation *Stichting Beheer Derdengelden Splendor Advocaten* in Utrecht. Unless agreed otherwise in writing, no interest is due over amounts held on the third party bank account.
15. The legal relationship between the principal and Splendor Advocaten is governed by the laws of the Netherlands.

16. Any and all disputes arising from the legal relationship between the principal and Splendor Advocaten shall be exclusively settled by the competent court Midden-Nederland, location Utrecht, without prejudice to mandatory law.
17. The file established for an assignment will be kept for a period of seven (7) years, after which it will be destroyed. Copies can be requested in writing against payment of the costs reasonably incurred in collecting the file from the archive.
18. Splendor Advocaten provides its legal services in compliance with the General Data Protection Regulation ('GDPR') as laid down in the Implementation act (*Uitvoeringswet*), and as further described in the privacy policy which can be consulted on our website www.splendoradvocaten.nl.
19. These general terms and conditions are drawn up in the Dutch and English language. The text of the Dutch terms and conditions prevails over the English text.
20. These general terms and conditions are attached to the engagement letter and can also be consulted on www.splendoradvocaten.nl.