

STANDARD TERMS AND CONDITIONS

- 1. Applicability**
 - 1.1 The aim of Bos Van der Burg Lawyers (hereinafter: Bos Van der Burg) is to provide legal consultancy services.
 - 1.2 These Standard Terms and Conditions will apply to all instructions, and any follow-up instructions, given to Bos Van der Burg to provide legal services, as well as to the legal relationships arising from or associated with such instructions.
 - 1.3 These Standard Terms and Conditions are also stipulated to the benefit of such (legal) persons and third parties that are involved in any way, either directly or indirectly, in the services provided by Bos Van der Burg.
- 2. Instructions**
 - 2.1 All instructions must be given to and accepted by Bos Van der Burg Lawyers. The operation of Articles 7:404 and 7:407, Paragraph 2 of the Dutch Civil Code is excluded.
 - 2.2 The clients will indemnify and hold Bos Van der Burg harmless against claims by third parties, including reasonable costs associated with legal assistance, which are, in any way whatsoever, associated with the services performed for the client by Bos Van der Burg, unless caused by gross negligence or malicious intent on the part of Bos Van der Burg.
- 3. Fees and expenses**
 - 3.1 The charges for services performed by Bos Van der Burg, include fees and any expenses associated with the performance of the services.
 - 3.2 Unless expressly agreed otherwise by both parties, the fees are determined on the basis of time spent at the hourly rate applicable.
 - 3.3 The hourly rate will be determined on the basis of the standard hourly tariff applicable at Bos Van der Burg. The standard hourly tariff may be adjusted during the course of the services being provided.
 - 3.4 Bos Van der Burg has the right to adjust the standard tariff either in accordance with the importance of the matter, the nature of the service provided and/or any requirements of urgency. Unless otherwise agreed, a surcharge of 50% of the standard tariff will apply for such matters.
 - 3.5 Any administrative expenses charged, will be calculated on the basis of a fixed percentage of the fees.
- 4. Payment**
 - 4.1 The services and expenses will be invoiced periodically, generally on a monthly basis, and payment terms are fourteen days after the date of the invoice.
 - 4.2 In the event that the invoice has not been paid within the terms of payment, statutory interest will be charged.
 - 4.3 In the event that payment is not made, even after a reminder has been sent, all (extra) legal expenses associated with collecting the outstanding debt, which will be at least 15% of the amount outstanding and a minimum of €50.00, will be due and payable.
 - 4.4 In the event that an invoice, or an advance, is not paid within the terms of payment, Bos Van der Burg will be entitled to suspend its services after notifying the client accordingly. In the event that Bos Van der Burg exercises its right to suspend services, Bos Van der Burg will not be liable for any damages that may arise as a consequence of their suspension of services.
- 4.5 Bos Van der Burg is at all times entitled to request that the client pay an advance before the instructions provided will be carried out. The advance will be credited against fees and expenses at the conclusion of the services provided.
- 5. Liability**
 - 5.1 Bos Van der Burg is insured against professional liability claims for an amount that exceeds the sum insured recommended by the Nederlandse Orde van Advocaten [Dutch Bar Association].
 - 5.2 Each claim will be limited to the amount that is payable under the applicable insurance policy in the relevant case, plus the excess ("own risk") payable by Bos Van der Burg. If, for whatsoever reason, no payment is made under the professional liability insurance policy, liability will be limited to an amount equal to twice the fees charged for the relevant matter during the twelve months preceding the event that gave rise to the liability, with a maximum of € 30,000.00.
 - 5.3 Bos Van der Burg is not liable for the actions of third parties engaged by Bos Van der Burg in connection with the instructions the client has provided to Bos Van der Burg. Any third parties engaged in carrying out the instructions may wish to limit their own liability. All instructions provided to Bos Van der Burg include the right to accept such limitations of liability also on behalf of the client.
 - 5.4 In the event of damage to property or injury to persons caused in connection with carrying out a client's instructions, and Bos Van der Burg being held liable, this liability will be limited to the amount that is payable under the applicable insurance policy in the relevant case, plus Bos Van der Burg's own risk.
 - 5.5 Without prejudice to Article 6:89 of the Dutch Civil Code, a claim for the payment of damages will lapse if such a claim has not been brought before the court within one year from the date that the facts on which the claim is based were or should have reasonably been known to the client.
- 6. Disputes/applicable law/jurisdiction**
 - 6.1 The legal relationship between Bos Van der Burg and the client are subject to Dutch law. Only a Dutch court of law has the jurisdiction to hear any disputes between Bos Van der Burg and the client.
 - 6.2 In the event of disputes about differences between the Dutch text of these Standard Terms and Conditions and any translations thereof, the Dutch text will prevail in the sense that the Dutch text will be binding between the parties.