

TERMS AND CONDITIONS FLOTT ADVOCATEN B.V.

- Flott Advocaten B.V. (hereinafter: "Flott Advocaten") is a private company with limited liability that has its registered office in Amsterdam and is registered in the Trade Register (Kamer van Koophandel) under number 81403593.
- 2. Any liability of Flott Advocaten is limited to the amount that is paid out in the relevant case under the professional liability insurance of Flott Advocaten, increased by the amount of the deductible that is not borne by the insurer according to the policy conditions. Upon request, information will be provided about the professional liability insurance taken out by Flott Advocaten.
- 3. If, for whatever reason, no payment is made under the aforementioned professional liability insurance, the liability of Flott Advocaten is limited to the invoice amount charged by Flott Advocaten in connection with the assignment in question, with a maximum of € 25,000.
- 4. Flott Advocaten will have the work performed by its affiliated lawyers. The choice of other third parties to be engaged by Flott Advocaten is made, where possible and reasonable, in consultation with the client and with due care. Flott Advocaten is not liable for shortcomings of these other third parties and Flott Advocaten may, without consultation with the client, accept any limitation of liability on the part of third parties engaged by Flott Advocaten.
- 5. If Flott Advocaten is unable to perform the assignment in whole or in part due to force majeure, it may suspend or dissolve the assignment in whole or in part without judicial intervention, without Flott Advocaten being obliged to pay any compensation.
- 6. All rights of action and all powers vis-à-vis Flott Advocaten in connection with the work performed by Flott Advocaten lapse in any case two (2) years after the moment at which the

- client or a third party was known or could reasonably have been known with the existence of the rights and powers.
- 7. The client indemnifies Flott Advocaten against all claims from third parties, including reasonable costs of defense against such claims, that are related to work performed for the client, unless these are the result of gross negligence or intent on the part of Flott Advocaten.
- 8. The stipulations in these general terms and conditions have also been made for the benefit of all natural and legal persons who, whether or not under an employment contract, are or were employed by Flott Advocaten or who are involved in the services provided by Flott Advocaten.
- 9. Flott Advocaten works with different price models, geared to the value of the assignment and the wishes of the client. In addition, Flott Advocaten can demand an advance. Flott Advocaten will keep this advance payment during the assignment. Upon completion of the assignment, Flott Advocaten settles the advance against the last invoice, against invoices from Flott Advocaten left unpaid by the client or against (expected) invoices from third parties engaged. If the client has fulfilled all financial obligations, Flott Advocaten will refund the (remainder of the) advance paid.
- 10. In addition to the agreed price and VAT, Flott Advocaten will charge the costs incurred by it in the context of the assignment, such as bailiff's, registry, translation, land registry, registration, chamber of commerce, notary, courier, travel, accommodation and parking costs, fully and including VAT to the client.
- 11. Flott Advocaten invoices monthly in arrears or as often as the circumstances justify this in the opinion of Flott Advocaten. The payment term is thirty (30) days. This is a strict deadline, so that in the event of late payment, the client will



be in default by operation of law, without the requirement of further notice or notice of default. From that moment on, the client will owe statutory commercial interest and the extrajudicial collection costs, calculated in accordance with the Scale of Extrajudicial Collection Costs (BIK), and Flott Advocaten is authorized to take collection measures.

- 12. In the event of late payment by the client, Flott Advocaten can suspend or discontinue its services in all assignments with the client without further consultation, notice or notice of default, and can keep files and other matters of the client in its possession. Flott Advocaten will immediately inform the client of this in writing.
- 13. As long as the client leaves Flott Advocaten's invoices unpaid, Flott Advocaten retains ownership of all goods, documents, files, etc. originating from and/or produced by Flott Advocaten with regard to its services on the basis of the assignment with the client, including the intellectual property rights applicable thereto.
- 14. The client undertakes to submit questions or motivated comments about the work or invoices of Flott Advocaten to Flott Advocaten in

- writing within fourteen days after being reasonably aware of them, after which Flott Advocaten gives a motivated response. Under no circumstances is the client entitled to suspend its payment obligations towards Flott Advocaten
- 15. Flott Advocaten undertakes upon completion of its activities, assuming that the client has fulfilled all its obligations, to return all original legal documents or documents originating from the client to the client. Moreover, Flott Advocaten undertakes to keep files handled by it in its archives for the legally required period of five years after the end of the processing, after which it may destroy the files.
- Flott Advocaten does not have a third-party funds foundation and cannot receive thirdparty funds.
- 17. These general terms and conditions also apply to any additional or follow-up orders.
- 18. The legal relationship between Flott Advocaten and the client, as well as those who use its services, is governed by Dutch law. Disputes will be settled exclusively by the competent court in the district of Amsterdam.