

## General Terms and Conditions of TOON Advocaten B.V.

### 1. General

1.1 All contracts for services concluded between Clients and TOON Advocaten are governed by these General Terms and Conditions.

1.2 The following definitions are used in these General Terms and Conditions:

TOON Advocaten: TOON Advocaten B.V.;

Client: the natural person or legal entity granting an engagement to TOON Advocaten;

Person Associated with TOON Advocaten: any lawyer (*advocaat*), other natural person or legal entity performing work for TOON Advocaten, whether at present or in the past, under an employment contract or otherwise, as well as any current or former shareholder in TOON Advocaten.

1.3 These General Terms and Conditions are available in Dutch and English. In the event of any ambiguity or discrepancy between the Dutch and English versions, the Dutch version will prevail.

### 2. Engagement

2.1 A contract for services will be concluded between a Client and TOON Advocaten only if TOON Advocaten or a lawyer working for TOON Advocaten accepts an engagement from the Client to perform work.

2.2 All engagements are deemed to be granted to, accepted by and performed by TOON Advocaten exclusively, even where it is the intention that a specific Person Associated with TOON Advocaten will perform the engagement. The operation of Articles 7:404 and 7:409 of the Dutch Civil Code is excluded.

2.3 If TOON Advocaten is contracted to perform an engagement together with another natural person, legal entity or firm, TOON Advocaten will only be liable for the fulfilment of the obligations that are explicitly TOON Advocaten's obligations. The operation of Articles 7:407(2) of the Dutch Civil Code is excluded.

2.4 The Client will provide TOON Advocaten with whatever information TOON Advocaten, its shareholders or the banks and/or other third parties who have been engaged by TOON Advocaten and/or its shareholders require in order to fulfil their obligations to establish the identity of the Client and persons associated with the Client and to report unusual transactions to the relevant authorities.

2.5 The Client may terminate the engagement at any time, provided that this is done by giving written notice to their point of contact at TOON Advocaten.

2.6 TOON Advocaten may terminate the engagement with due observance of a notice period of 7 days, or else with immediate effect if the Client fails to pay an invoice within 14 days of the due date. In all cases, however, TOON Advocaten must give the Client written notice of the termination.

- 2.7 If the engagement is terminated, the Client will owe the fees for the work performed by TOON Advocaten prior to the end of the engagement and for any subsequent work that TOON Advocaten is required to perform for transferring the matter to the Client or a third party.
- 2.8 TOON Advocaten advises exclusively on Dutch law.

### 3. Invoices

- 3.1 The Client will owe the fee agreed in writing for the performance of an engagement. If no fee has been agreed, the Client will owe a fee based on TOON Advocaten's standard rates. Unless agreed otherwise in writing, fees will be based on the actual time spent multiplied by the applicable rates established by TOON Advocaten from time to time. The applicable rates that apply at a given time are available upon request.
- 3.2 Any and all costs that TOON Advocaten incurs in connection with an engagement (e.g. courier costs, translation costs, bailiff's fees, court fees and necessary travel and accommodation expenses) will be passed on to the Client.
- 3.3 In accordance with the law, where applicable turnover tax (VAT) will be added to the fees and costs owed by the Client, unless the Client is established in another Member State of the European Union and has provided a valid VAT number to TOON Advocaten, or is established outside the European Union.
- 3.4 As a standard practice, work will be invoiced to the Client on a monthly basis, at the start of the following calendar month. Invoices must be paid within 30 days of the date on which they were issued.
- 3.5 If the Client wishes to object to an invoice, it must send TOON Advocaten written notification to that effect within 14 days of the date on which the invoice was issued.
- 3.6 TOON Advocaten may at all times request immediate payment of an advance for work that has been or will be performed, and may at all times suspend or terminate its services if the Client fails to pay an invoice for advance payment on time. TOON Advocaten is entitled to offset any advance payments against the final invoice.

### 4. Liability

- 4.1 TOON Advocaten's liability is limited to the amount that is paid out for the relevant claim under TOON Advocaten's insurance, plus the applicable excess. Liability for loss/damage caused by an event not covered by any insurance is limited to the amount (excluding VAT) invoiced by TOON Advocaten and paid by the Client for the relevant engagement, subject to a maximum of EUR 50,000.
- 4.2 Every claim for loss/damage will expire one year after the date on which the Client became aware or could reasonably have become aware of the loss/damage and of TOON Advocaten's liability for that loss/damage.
- 4.3 The professional liability of every lawyer working at TOON Advocaten is limited in the manner described in the first sentence of Clause 4.1 above. Any and all other liability on their part and on the part of other Persons Associated with TOON Advocaten is excluded. This paragraph is an irrevocable third-party clause for the benefit of all Persons Associated with TOON Advocaten.
- 4.4 The Client indemnifies TOON Advocaten and all Persons Associated with TOON Advocaten against any claims made by third parties and any other loss/damage that TOON Advocaten or Persons Associated with TOON Advocaten suffer in connection with the engagement, in so far as the claim or loss/damage exceeds the amount paid out in that regard under TOON Advocaten's insurance, plus the applicable

excess. 'Third parties' also include any and all of the Client's group companies, shareholders and executive or supervisory directors, any persons working at or for the Client and any and all of the Client's relatives. This paragraph is an irrevocable third-party clause for the benefit of all Persons Associated with TOON Advocaten.

## 5. Engagement of third parties

- 5.1 For the purposes of performing the engagement, TOON Advocaten may engage third parties (e.g. couriers, translators, experts and legal advisers abroad) in so far as that is considered best for the performance of the engagement.
- 5.2 TOON Advocaten may engage third parties in its own name or as an authorised representative in the Client's name. The Client is bound by the terms that TOON Advocaten agrees with the third parties that it engages. TOON Advocaten is entitled to agree to (including on the Client's behalf) third parties' terms and conditions limiting their liability.
- 5.3 TOON Advocaten is not liable for any loss/damage suffered as a result of an act or an omission to act on the part of third parties that it engages.
- 5.4 The Client agrees that TOON Advocaten may use digital means of communication and data storage services, including those offered by third parties, for communication purposes. TOON Advocaten is not liable for any loss/damage resulting from the use of such services.

## 6. Confidentiality and files

- 6.1 TOON Advocaten and the Client will observe the confidentiality of the engagement and all matters relating to the engagement or to which they become privy in connection with the engagement, unless disclosure is mandatory pursuant to the law or a binding decision of a court or government authority or, where TOON Advocaten is concerned, where disclosure is necessary or deemed best for the purposes of performing the engagement.
- 6.2 TOON Advocaten will retain its files and all documents and other data carriers that it has in its possession in connection with the engagement for the statutory retention period. At the end of that period, TOON Advocaten may destroy documents without notifying the Client.
- 6.3 If TOON Advocaten processes personal data, either in connection with the performance of an engagement or otherwise, that processing will be done in accordance with TOON Advocaten's privacy policy. That policy is available at <https://toonadvocaten.com/wp-content/uploads/2020/04/TOON-Privacy-Statement-ENG-July-2021.pdf>.

## 7. Governing law; complaints and disputes

- 7.1 All contracts for services and any and all non-contractual obligations ensuing from or associated with such contacts are governed exclusively by Dutch law.
- 7.2 TOON Advocaten has a complaints procedure in place for all work performed by Persons Associated with TOON Advocaten. That complaints procedure is available at [https://toonadvocaten.com/wp-content/uploads/2020/02/Complaints\\_procedure\\_2\\_januari\\_2020.pdf](https://toonadvocaten.com/wp-content/uploads/2020/02/Complaints_procedure_2_januari_2020.pdf).
- 7.3 Without prejudice to Clause 7.2 above, the District Court in Amsterdam has exclusive jurisdiction to hear disputes that arise from or in connection with a contract for services, including disputes concerning its existence and validity and non-contractual obligations.

TOON Advocaten B.V. is established in Amsterdam and is registered with the Trade Register of the Dutch Chamber of Commerce under number 76713539.