

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

### 1. General

1.1 These general terms and conditions apply to every agreement for services between a Client and TOON Advocaten.

1.2 In these terms and conditions the following terms have the following meaning:

TOON Advocaten: TOON Advocaten B.V.;

Client: the (legal) person engaging TOON Advocaten to provide services;

Person affiliated with TOON Advocaten: every lawyer (*advocaat*) or other (legal or natural) person that is or has been employed by or on behalf of TOON Advocaten, as an employee or otherwise, every current or former shareholder of TOON Advocaten

1.3 These general terms and conditions are available in Dutch and English. In the event of any discrepancy between the Dutch and English versions of these terms and conditions, the Dutch version shall prevail.

### 2. Engagement

2.1 An agreement for services between a Client and TOON Advocaten will only come into existence when TOON Advocaten or a lawyer working at TOON Advocaten accepts a Client's instructions.

2.2 All instructions will be deemed to have been given to, accepted by and carried out by TOON Advocaten exclusively, even if the intention is for instructions to be executed by one or more specific persons(s) affiliated with TOON Advocaten. Articles 7:404 and 7:409 of the Dutch Civil Code do not apply.

2.3 If TOON Advocaten is engaged to provide services together with another person, legal entity or firm, TOON Advocaten will only be liable for the performance of those obligations that are explicitly TOON Advocaten's obligations. Article 7:407 (2) of the Dutch Civil Code does not apply.

2.4 The Client shall provide TOON Advocaten with any information which TOON Advocaten, its shareholders or banks or other third parties engaged by it/them, need in order to meet any obligations to establish the identity of the Client and persons affiliated with the Client, and any obligations to report unusual transactions to the relevant authorities.

2.5 The Client may terminate the engagement at any time, but only by giving written notice to its contact at TOON Advocaten.

2.6 TOON Advocaten may terminate the engagement by giving the Client seven days' prior notice, or immediate notice if the Client does not pay an invoice within fourteen days of the due date, but always only by giving notice in writing.

2.7 If the engagement is terminated, the Client will owe the fees for the work carried out by TOON Advocaten before the end of the engagement and for any necessary subsequent work that TOON Advocaten may need to do in order to transfer the matter to the Client or a third party.

### 3. Invoices

3.1 The Client will owe TOON Advocaten the agreed in writing fee for performing the services. 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 time worked multiplied by the applicable rates as set from time to time by TOON Advocaten. The applicable rates are available upon request at any time.

3.2 Expenses incurred by TOON Advocaten in relation to the engagement (including courier costs, translation costs, bailiff fees, court fees and necessary travel and accommodations costs) will be for the Client's account.

3.3 Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided TOON Advocaten with a valid VAT number, or is established outside the European Union.

3.4 Unless agreed otherwise, the services will be invoiced to the Client on a monthly basis, at the beginning of the next calendar month. Invoices shall be paid within thirty days of the invoice date.

3.5 The Client may notify TOON Advocaten of any objections to an invoice within fourteen days after the date of the invoice.

3.6 TOON Advocaten may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the Client does not pay an invoice for advance payment on time. Any advance payments made will be set off against the final invoice in connection with the services rendered.

### 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 (own risk). Liability for 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 in relation to the relevant engagement, to a maximum of EURO 50.000.

4.2 Every compensation claim will expire one year after the date on which the Client became aware or could reasonably have become aware of the damage and of TOON Advocaten's liability and will in any event be cancelled three years after this moment.

4.3 The professional liability of every lawyer working at TOON Advocaten is limited as set out in the first sentence of clause 4.1 above. Any other liability on their part and on the part of other persons affiliated with TOON Advocaten is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with TOON Advocaten.

4.4 The Client indemnifies TOON Advocaten and all persons affiliated with TOON Advocaten against any claims made by third parties and any other damage suffered by TOON Advocaten or a person affiliated with TOON Advocaten in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under TOON Advocaten's insurance, plus the applicable excess (own risk). A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of

the Client. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with TOON Advocaten.

## 5. Engagement of third parties

- 5.1 In providing services, TOON Advocaten may engage third parties not affiliated with TOON Advocaten (such as couriers, translators, experts and foreign counsel) where this is desirable for providing the services. TOON Advocaten may engage those persons in its own name or, as an authorized representative, in the Client's name.
- 5.2 The Client is bound by the conditions agreed between TOON Advocaten and the third parties engaged by it. TOON Advocaten may accept stipulations limiting liability used by such third parties also on behalf of the Client.
- 5.3 TOON Advocaten is not liable for any damage caused by any action or omission of third parties engaged by it.
- 5.4 The Client agrees that TOON Advocaten may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. TOON Advocaten is not liable for damage or loss ensuing from the use of such services.

## 6. Confidentiality and files

- 6.1 TOON Advocaten and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services, except where disclosure is mandatory pursuant to the law or binding decision of a court or government body or, in the case of TOON Advocaten, where disclosure is necessary or desirable with a view to providing the services.
- 6.2 TOON Advocaten shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, TOON Advocaten may destroy documents without notifying the Client.
- 6.3 If TOON Advocaten processes personal data, whether or not in relation to the execution of the services, this processing will be done in accordance with TOON Advocaten's privacy policy. This policy can be found at [www.TOONadvocaten.com/privacypolicy](http://www.TOONadvocaten.com/privacypolicy).

## 7. Applicable law, complaints and disputes

- 7.1 The agreement for services and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 7.2 TOON Advocaten's complaints procedure applies to work carried out by any persons affiliated with TOON Advocaten. The complaints procedure can be found at [www.TOONadvocaten.com/complaintprocedure](http://www.TOONadvocaten.com/complaintprocedure).
- 7.3 Subject to clause 7.2 above, the District Court in Amsterdam has exclusive jurisdiction to settle all disputes out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual disputes.

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