

### 1. Use

- a. All engagement agreements with the Principal ('client') will be exclusively entered into with and carried out by Blue Legal advocaten | juristen B.V. ('Blue Legal'), registered at the Chamber of Commerce under the reference number 83359419.
- b. These general terms and conditions of service are part of all engagement agreements with Blue Legal, its employees and third parties engaged by Blue Legal.
- c. These general terms and conditions shall also apply to subsequent and new assignments from client.

### 2. Performance

- a. The advocates working at Blue Legal are all registered at the Dutch Bar Association. The registration, as well as the Law on Advocates and the code of conduct of the Dutch Bar Association are applicable to all advocates and can be consulted on the website [www.advocatenorde.nl](http://www.advocatenorde.nl).
- b. Blue Legal will endeavor to perform the assignment in the best manner possible and in accordance with what may be required by a reasonable and competent lawyer; however, any possible expected result by the client cannot be guaranteed, given the nature of the activities carried out.
- c. The client is responsible for the timely submission of all relevant, case specific and accurate information. In the absence of this information Blue Legal is entitled to suspend the execution of the agreement without being liable for possible damages and costs incurred. Any additional work that may be caused thereby shall be covered by the client.
- d. It is for Blue Legal to decide which advocate / associate will carry out the assignment. The executive advocate / associate shall not be personally bound nor liable towards the client. The applicability of the articles 7:404 of the Dutch Civil Code ("BW, 7:407 paragraph 2 BW and 7:409 BW shall be expressly excluded.
- e. Blue Legal is entitled to use the services of third parties during the execution of assignments and in doing so, it will exercise the required duty of care.
- f. The engagement agreement will remain valid for an indefinite period of time. If throughout the period of the agreement for the completion of certain activities a date has been agreed, then this shall never be a final deadline. If the term is exceeded, the client shall be obliged to provide Blue Legal with a notice of default in writing.
- g. All documents drawn up by Blue Legal, such as contracts, legal opinions and procedural documents are solely intended for the client and may not be reproduced, made available, or made known to third parties without prior consent from Blue Legal.
- h. Third parties may not derive any rights from the contents of the activities carried out, nor the way the engagement given was conducted.

### 3. Liability

- a. Blue Legal is insured against professional indemnity in conformity with the directives of the Dutch Bar Association. The insurance policy is available at the company's registered office. If during the fulfillment of an assignment for the client, an event occurs (including a wrongful act or omission by Blue Legal or the persons employed by Blue Legal responsible for carrying out the

assignment or third parties engaged therefore) which leads to liability, then such liability shall be limited to the amount that is paid out in the matter concerned under the professional liability insurance concluded by Blue Legal, increased by the deductible in connection with such insurance. If and in so far under Blue Legal's professional liability insurance damage may arise as a consequence of this liability and the insurer offers no cover and / or makes no payment in the form of insurance indemnification, then any and all liability of Blue Legal shall be limited to an amount of €10.000,-, or – if the invoiced and honorarium already paid by the client is higher – such liability is limited to that amount and with a maximum of €25.000,-.

- b. Blue Legal shall not be liable for omissions of any by Blue Legal appointed third parties whose services are being called upon and - without prior consultation with the client - Blue Legal shall be entitled (also) on behalf of the client to accept a possible limitation of liability of the third parties contracted.
- c. Liability for damages, arising as a result of viruses or software by the receipt or opening of emails, or other forms of electronic messaging systems, or any indirect or consequential loss or damage, are excluded.
- d. The client shall indemnify Blue Legal, upon first request, against all third-party claims - including all cost to be incurred by Blue Legal - which are in anyway related to the activities performed for the client.
- e. The limitation of liability contained in these terms and conditions does not apply if the damage can be attributed to intentional or gross negligence of Blue Legal or its executive subordinates.
- f. Any claims of the client for damages shall expire in any event 12 months from the day that the client becomes aware or reasonably can be aware of the damage, resulting directly or indirectly from an event or circumstance for which Blue Legal is or might be liable.

### 4. Force Majeure

a. Should Blue Legal not be able to fulfill its obligations arising from the agreement, nor to fulfill these in time or properly for reasons not attributable to Blue Legal, including but not limited to disruptions to the computer network and disruptions in electronic data communication and / or on the Internet, then these obligations shall be suspended until Blue Legal is once again able to fulfill these obligations in the agreed manner without being liable.

b. If the situation referred to in the previous paragraph has continued for thirty (30) calendar days, both parties shall have the right to dissolve the agreement, in whole or in part, by written notice, without being required to pay any compensation for damages.

### 5. Invoicing and payments

- a. Blue Legal will invoice its work to the client on the basis of the time spent on the execution of the assignment, multiplied with the applicable hourly rate, as specified in the order confirmation to the client, unless a fixed price for the assignment has been agreed. Blue Legal will in principle invoice the client monthly in arrears. Also third-party expenses will be charged to the client

on an invoicing basis by Blue Legal. Blue Legal is entitled to adjust the applicable hourly rate on 1 January each year.

- b. Complaints relating to invoices should be made to Blue Legal in writing and clearly motivated within four weeks of the invoice date. Complaints will not suspend the client's payment obligation.
- c. The term of payment of the invoices is 14 days. After expiration of the applicable payment term the client is in default without prior notice of default being required and from that point onwards the client must pay the statutory (commercial) interest on the outstanding amount to Blue Legal.
- d. The client is not permitted to suspend his payment obligation towards Blue Legal, whereby the same shall apply for deduction or set-off.
- e. If deemed necessary by Blue Legal, Blue Legal shall be entitled to require an advance payment from the client before starting the assignment, amongst others for payment of court fees or costs with respect to the engagement of third parties.
- f. If the invoices of Blue Legal are not paid in a timely manner, Blue Legal shall be entitled to suspend its work, also for other assignments from client, to which the unpaid fees do not relate. Blue Legal shall not be liable for possible damage, resulting from such a suspension.
- g. In the event of the client's liquidation, bankruptcy, legal debt restructuring or suspension of payment, the client's obligations vis-à-vis Blue Legal are immediately due and payable and Blue Legal shall be entitled to suspend or terminate its work.
- h. In case of debt-collection of unpaid invoices, all related expenses being made shall be borne by the client, including all extrajudicial collection costs incurred. Such costs shall be calculated in accordance with the Extrajudicial Collection Costs Scheme, such with a minimum of € 150,-.
- i. In the event the client, to whom the services are performed is not the principal, then both the principal and the client shall be jointly and severally liable for full payment of Blue Legal's invoices.
- j. If a client or a third party accidentally or unduly would transfer an amount to the Blue Legal bank account of 'Stichting Derdengelden' instead of the Blue Legal corporate bank account, then both Blue Legal and 'Stichting Derdengelden' shall be entitled to full financial correction, without prior consent of the client.

## 6. Privacy

- a. To the extent allowed for carrying out the engagements towards client personal data is processed, the personal data will be processed in an appropriate and convenient manner in accordance with the legal obligations under the General Data Protection Regulation.
- b. For this purpose Blue Legal makes use of a privacy policy. In this privacy policy technical and organizational measures are included to cover loss or any other unlawful form of data processing, taking into account the objectives, nature or privacy sensitiveness of the data.
- c. For any further questions regarding her / his data, the client can contact Blue Legal via [office@blue-legal.nl](mailto:office@blue-legal.nl).

## 7. Final provisions

- a. The services of Blue Legal are subject to a complaints procedure which can be found on the website of Blue Legal, which sets out how Blue Legal handles complaints and the manner in which they can be submitted.
- b. Pursuant to the "Wet betreffende de voorkoming van Witwassen en Financieren van Terrorisme" ("Wwft"), as well as the applicable regulations for advocates, Blue Legal is required to verify the client's identity and additionally to file related information. Under the Wwft Blue Legal shall also be bound to report unusual transactions within the meaning of the Wwft to the authorities.
- c. After closing the case file it shall be deposited in the archives for a duration of 5 years. The case file will be destroyed after a period of 5 years, unless the client explicitly requests, in writing and prior to expiry of the time limit, reception of the case file.
- d. The legal relationship between Blue Legal and the client shall be governed exclusively by the laws of the Netherlands. Any disputes shall, in the first instance, be submitted exclusively to the competent court of the Zeeland-West-Brabant District Court (Breda), unless Blue Legal elects to bring the case before the court of the client's domicile or place of business.
- e. Blue Legal is entitled to amend these General Terms and Conditions, which will enter into force at the announced time. Blue Legal will send the amended conditions timely to the client. When no time has been stipulated with regard to the time of entry into force of the amended conditions, these amendments shall become effective towards client as soon as client has been informed about these amendments.
- f. In the event of annulment or nullity of any provision or provisions of these general terms and conditions, the remaining provisions of these general terms and conditions will remain entirely effective.
- g. These general terms and conditions are available in Dutch and English. In case of divergence of interpretation the Dutch text of the general terms and conditions shall prevail.

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