

## General Terms and Conditions

1. Spiegeler Advocaten B.V. is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law. Heffels Spiegeler Advocaten has its office in The Hague and acts under the name Heffels Spiegeler Advocaten. Heffels Spiegeler Advocaten's object is to practice law and perform related activities.
2. All engagements are accepted and carried out by Heffels Spiegeler Advocaten on the exclusive basis of the application of these general terms and conditions, to the exclusion of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code. The acceptance of an engagement by Heffels Spiegeler Advocaten gives rise to an obligation on Heffels Spiegeler Advocaten's part to attempt to achieve a given outcome (inspanningsverplichting), but not any obligation to actually achieve that outcome (resultaatverplichting). Engagements are carried out exclusively for the client's benefit. Third parties cannot derive any rights from such engagements. Engagements are not taken on personally by any persons affiliated with Heffels Spiegeler Advocaten. This also applies if the parties intend engagements to be performed by a specific person affiliated with Heffels Spiegeler Advocaten. For the purpose of these general terms and conditions "persons affiliated with Heffels Spiegeler Advocaten" means: every current or former direct or indirect subordinate, (agency) employees, advisers, directors affiliated with Heffels Spiegeler Advocaten. Any subsequent, additional or new instructions of the client shall also be exclusively subject to these general terms and conditions. The applicability of any general terms and conditions of the client is hereby specifically rejected.
3. By engaging Heffels Spiegeler Advocaten, the client waives his or her right to hold persons affiliated to Heffels Spiegeler Advocaten liable on the basis of breach of contract or tort (onrechtmatige daad) in relation to Heffels Spiegeler Advocaten's performance of the engagement.
4. Heffels Spiegeler Advocaten is insured against professional liability with a Dutch insurance company. This professional liability insurance covers loss up to a sum of €1,000,000 per claim, with a maximum of twice the insured amount for any claims submitted to the insurer in any insurance year. If the client's insured interest exceeds the insured amount, Heffels Spiegeler Advocaten will make an effort to take out additional insurance cover on the client's written request and at the client's expense.
5. Except to the extent that this is legally impossible, Heffels Spiegeler Advocaten limits any and all liability to the amount paid out, if any, under Heffels Spiegeler Advocaten's professional liability insurance policy in the matter concerned, plus the amount of the deductible (eigen risico) applicable under the terms of the insurance policy. In the event and to the extent that no monies are paid out under the professional liability

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insurance, for what-ever reason, Heffels Spiegelers Advocaten limits any and all liability to an amount of €25,000.00, or, if the fees charged by Heffels Spiegelers Advocaten in the matter concerned are higher, to the amount of such fees up to a maximum of €50,000.00.

6. Not only Heffels Spiegelers Advocaten, but also any third parties engaged by Heffels Spiegelers Advocaten to carry out the client's engagements, including in any event any persons affiliated to Heffels Spiegelers Advocaten, may rely on these general terms and conditions against Heffels Spiegelers Advocaten's client. The same shall apply to the directors and shareholders of Heffels Spiegelers Advocaten, including all their legal successors under universal title, as well as to former employees, including their potential heirs, if they are held liable after they have left Heffels Spiegelers Advocaten.
7. Without prejudice to the provisions of article 6:89 of the Dutch Civil Code, any damages claim against Heffels Spiegelers Advocaten will lapse if the matter is not brought before the competent courts or the Disputes Commission for the Legal Profession (Geschillencommissie Advocatuur) within one year after the facts on which the claim is based becoming known to the client or could have been reasonably known to the client.
8. Heffels Spiegelers Advocaten can only be expected to interrupt any running limitation period (verjaringstermijn) or expiry period (vervaltermijn) if and insofar as Heffels Spiegelers Advocaten and the client have expressly agreed on this in writing in the contract for services.
9. Heffels Spiegelers Advocaten is entitled to engage third parties for the performance of its activities. Heffels Spiegelers Advocaten shall, as far as possible, consult the client before instructing third parties (except for in case of assistance of a bailiff) and shall in any event exercise due care in its selection of third parties. Heffels Spiegelers Advocaten is not liable for any acts and/or omissions of third parties that it engages. Heffels Spiegelers Advocaten is hereby authorised by the client to accept (also) on his or her behalf any terms and conditions (including limitations of liability of third parties) applicable in the relation between it and third parties, or any terms and conditions stipulated by the third party. The client indemnifies and holds Heffels Spiegelers Advocaten harmless from and against any and all third-party claims, including reasonable legal costs, related in any way to the activities carried out for the client, unless they result from gross negligence or wilful misconduct by Heffels Spiegelers Advocaten.
10. Unless otherwise agreed in writing, professional fees shall be calculated based on the number of hours worked, multiplied by the hourly rates established annually by Heffels Spiegelers Advocaten. Heffels Spiegelers Advocaten may request payment of a retainer. Retainers shall be settled with the final statement of expenses. Any expenses paid for by Heffels Spiegelers Advocaten on the clients' behalf shall be charged separately. A percentage of 6% will be added to the professional fees to cover general

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office disbursements (such as costs of postage, telephone, facsimile and photocopying).

Heffels Spiegelers Advocaten is entitled to index its fees annually in accordance with the CBS (Central Bureau of Statistics) Consumer Price Index. This index reveals the percentage by which prices increase. When we index our rates, this takes place on 1 February. The indexation will only apply to you if you have been a client for more than 3 months at that time. If the CBS Consumer Price Index is negative, the prices will not be adjusted.

11. The client will generally be charged for services on a monthly basis. Invoices shall be payable within eight (8) days of the date of the invoice. The client cannot derive rights from this principle. Once the payment deadline has expired, Heffels Spiegelers Advocaten may claim statutory interest and out-of-court collection costs. These out-of-court costs shall be fixed at 15% of the principal due or such a lower percentage as required by mandatory law. Heffels Spiegelers Advocaten sends its invoices digitally. The client is deemed to have accepted that it will receive invoices digitally. The parties agree that the data from Heffels Spiegelers Advocaten's digital accounts and invoicing system constitute conclusive evidence that the invoice in question has been sent.
12. In the absence of written notification of objections to an invoice within 30 days of receipt, the client shall be deemed to have accepted the invoice, as well as the underlying activities and records.
13. Heffels Spiegelers Advocaten and the foundation Stichting Beheer Derdengelden Spiegelers Advocaten may retain client or third party funds in the context of an engagement. Heffels Spiegelers Advocaten excludes any liability resulting from a failure of the bank which is entrusted with retaining such funds to comply with its obligations as well as any liability for loss incurred by the client or third parties as a result of incorrect payment instructions from the client. This exclusion of liability also applies for the benefit of Stichting Beheer Derdengelden Spiegelers Advocaten.
14. Heffels Spiegelers Advocaten shall only be deemed to provide advice in relation to Dutch law, unless otherwise expressly agreed in writing.
15. Heffels Spiegelers Advocaten may, under some circumstances, be obliged to establish the identity of the client and its representatives and to report any unusual transactions (ongebruikelijke transacties) to the authorities, for example pursuant to the Dutch Anti-Money Laundering and Financing of Terrorism Act (Wet ter voorkoming van witwassen en financieren van terrorisme, Wwft). The client is aware of this legal obligation.
16. With the exception of files to which separate statutory retention guidelines apply, following the completion of the engagement, relevant correspondence, agreements, deeds of pledge, proof of registration and procedural documents (including judgements and other decisions) forming part of the case file will, unless handed over to the client after the case file has been closed (whether or not on request), be retained by

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Heffels Spiegeler Advocaten for five years (starting from the date the final invoice is sent), after which Heffels Spiegeler Advocaten may destroy the file without further notification, unless Heffels Spiegeler Advocaten and the client expressly agree otherwise in writing. The client may obtain the case file documents throughout the retention period; the client shall pay the costs of extracting the file.

17. The Client has the right to discharge Heffels Spiegeler Advocaten prematurely by appropriate written notice. In this event, the diligence already carried out will be invoiced by reference to the usual hourly rate of Heffels Spiegeler Advocaten, and not on the basis of fixed fees (if applicable).

In the event that Heffels Spiegeler Advocaten is discharged without cause of the case before the end of the proceedings, the clause on the success fee shall remain applicable, regardless of whether the conditions for acquiring the performance fee are fulfilled after Heffels Spiegeler Advocaten has been discharged.

In such event however, the success fee is determined as follows:

- if Heffels Spiegeler Advocaten started the negotiations or proceedings: 50% of the success fee.
- if negotiations have led to an agreement between parties or parties have agreed during negotiations on ending their dispute but the final agreement/settlement was made after Heffels Spiegeler Advocaten was discharged: 100% of the success fee.
- if proceedings before the court have been concluded but no decision has been rendered by the court (yet) or if parties have settled after the proceedings or as a result of the proceedings: 100% of the success fee.

The success fee is not due if the Client proves Heffels Spiegeler Advocaten's services have not contributed in any way to the final result.

18. Heffels Spiegeler Advocaten's services are subject to the Heffels Spiegeler Advocaten Dispute Resolution Procedure and the Netherlands Bar Association Complaints and Disputes Procedure (Geschillenregeling Advocatuur). Any disputes in relation to the formation and/or the performance of the contract for services, the quality of Heffels Spiegeler Advocaten's services and the invoice amounts shall be resolved pursuant to the Regulations of the Disputes Commission for the Legal Profession (Reglement Geschillencommissie Advocatuur), without prejudice to Heffels Spiegeler Advocaten's right to (at its discretion) refer the matter to the ordinary court if the client has not submitted the dispute to the Disputes Commission within one month after payment has been demanded in writing. If the dispute relates to an engagement from a private client (consumer), the Disputes Commission for the Legal Profession will make a ruling on the matter by way of binding opinion (bindend advies) unless the client applies to the national courts within one month after the complaint has been handled by Heffels Spiegeler Advocaten. If a private client has failed to pay for the disputed service in whole or in part, the private client shall deposit the outstanding invoice amount excluding interest and costs with the Disputes Commission for Consumer Cases trust account (Stichting Geschillencommissies voor consumentenzaken). If the client fails to do so, arbitration will apply to the collection dispute as provided for under in division 3 of the

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Regulations of the Disputes Commission for the Legal Profession. In the event a debt is to be collected from a business client, the Regulations of the Disputes Commission for the Legal Profession provide for arbitration. Further information about the arbitration rules can be found on our website and may be forwarded on request free of charge.

19. The legal relationship between the client and Heffels Spiegelers Advocaten is exclusively governed by Dutch law. If a dispute is submitted to an ordinary court or if a dispute between parties is not suitable to be handled by the Dispute Commission for the Legal Profession, or ensues from the handling by or from a decision given by the Dispute Commission for the Legal Profession, the dispute shall at first instance be exclusively resolved by the District Court of The Hague. The District Court of The Hague has exclusive jurisdiction in the first instance, including over any applications for preliminary relief or any other provisional summary proceedings, in disputes arising from or in connection with the relationship with the client. If the client is based outside the European Union, the competent courts of the place of the client's domicile shall also have jurisdiction, at Heffels Spiegelers Advocaten's exclusive discretion.
20. In the event that one or more provisions of the agreement is or are fully or partly void or unenforceable, they shall hereby be replaced by valid and enforceable provisions which as closely as possible approximate the void or unenforceable provisions; this shall not affect the remaining provisions. Where necessary, the parties will consult with each other in good faith about the precise wording of the replacement provisions.
21. These general terms and conditions are available in Dutch, French, English and German versions. In the event of any discrepancies between these general terms and conditions in the Dutch and/or French and/or English and/or German languages, the Dutch text shall prevail.

29-08-2022

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