

GENERAL TERMS AND CONDITIONS OF FLEXIEBEL

1 About FlexIEbel

- 1.1 FlexIEbel is a tradename of FlexIEbel B.V., a limited liability company registered with the Chamber of Commerce under number 72681373 (**FlexIEbel**). FlexIEbel has its registered office at Velperplein 23, 6811 AH, Arnhem, the Netherlands.
- 1.2 FlexIEbel is a lawfirm and Mr Thomas Wildenbeest LL.M., MSc, is registered as an attorney at law (*advocaat*) in the Netherlands with the Dutch Bar Association (located at the Prinses Beatrixlaan 5, 2595 AK in The Hague, telephone: +31(0)70- 335 35 35, e-mail: info@advocatenorde.nl).
- 1.3 FlexIEbel has a professional liability insurance (*beroepsaansprakelijkheidsverzekering*) and liability insurance for companies (*aansprakelijkheidsverzekering voor bedrijven*) with worldwide coverage at Aon Risk Solutions (PO Box 12250, 100 AG Amsterdam | Paalbergweg 2-4, 1105 AG Amsterdam).
- 1.4 FlexIEbel has no escrow account (*stichting derdengeld*) and is therefore not able to receive escrow payments.

2 Applicability and interpretation

- 2.1 These general terms and conditions of FlexIEbel (the **General Terms**) apply to any and all services provided by FlexIEbel.
- 2.2 These General Terms form an integral part of the agreement between FlexIEbel and a Client (as defined below) for the provision of services. The applicability of article 7:407 section 2 of the Dutch Civil Code is expressly excluded.
- 2.3 These General Terms and the agreement for the provision of services shall hereinafter collectively be referred to as the **Agreement**.
- 2.4 Unless expressly stated otherwise, (i) the definitions beginning with capital letters have the meaning as set out in these General Terms, (ii) words in the singular include the plural and in the plural include the singular and (iii) "clause" refers to a clause in these General Terms.

3 Client

- 3.1 For the purpose of these General Terms, the **Client** shall mean the (legal) person who receives FlexIEbel's services, regardless of whether a fee has been agreed between parties.
- 3.2 Pursuant to applicable supervisory legislation, including the Anti money laundering and anti-terrorist financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*), FlexIEbel is obliged to identify its Client and, under certain circumstances, report unusual (financial) transactions involving the Client to the competent authorities. FlexIEbel is not permitted under this supervision legislation to inform the Client of the above notification.
- 3.3 The Client is aware of FlexIEbel's abovementioned obligations and by entering into the Agreement, including engaging FlexIEbel as its attorney at law (*advocaat*), the Client hereby agrees to the extent necessary.

4 Services

- 4.1 FlexIEbel shall use its best efforts (*zich inspannen*) to provide the services as described in the Agreement (the **Services**) with due care.
- 4.2 FlexIEbel provides its Services exclusively from a Dutch law perspective. If desired, FlexIEbel can bring the Client in contact with attorneys or other legal professionals in other jurisdictions. However, such (legal) person shall never be considered FlexIEbel's auxiliary person.
- 4.3 All Services shall be provided as an obligation to use best efforts, unless FlexIEbel expressly agreed on a result to be achieved and such result is sufficiently determinable.

5 Fees and payment

- 5.1 Unless expressly stated otherwise in the Agreement, FlexIEbel shall provide the Services on a time material basis based on the applicable hourly rates as set out in the Agreement (the **Fees**). The Fees shall be in euros and are exclusive of 21% VAT.
- 5.2 All other costs incurred by FlexIEbel in connection with the execution of the Agreement, including without limitation the costs of auxiliary persons engaged by FlexIEbel or court fees, shall be fully charged by FlexIEbel to the Client.
- 5.3 FlexIEbel shall invoice the Fees and the costs referred to in clause 5.2, increased with 21% VAT, to the Client at the end of a calendar month.
- 5.4 The Client is obliged to pay the invoiced in cleared funds within fourteen (14) days after the invoice date. The Client is not entitled to suspend any payment or to set-off any amounts.
- 5.5 FlexIEbel has the right to adjust the applicable hourly rates – if applicable: during the term of the Agreement - on an annual basis with effect from 1 January of a calendar year, inter alia on the basis of the price index for business services.

6 Limitation of liability

- 6.1 FlexIEbel's total liability either based on breach of contract, wrongful act or on whatever ground shall always be limited to the amount indemnified by FlexIEbel's insurance. Aforementioned amounts are exclusive of the risk that FlexIEbel carries out in connection with the insurance. The insured amount of FlexIEbel's professional liability insurance is EUR 2,000,000 per claim and the insured amount of the liability insurance for companies is EUR 2,500,000 per claim with a maximum of two claims per insurance year.
- 6.2 If, for whatever reason, no amount is indemnified under said insurances, FlexIEbel's total liability on whatever ground shall be limited to the amount (exclusive of VAT) paid by the Client in the respective matter or EUR 25,000, whichever is the lowest.
- 6.3 FlexIEbel's liability for auxiliary persons, being the (legal) persons whose services FlexIEbel uses in the performance of the Agreement, is excluded. In the event FlexIEbel acts as the Client's representative, the Client hereby grants FlexIEbel the right to accept any limitation of liability on behalf of the Client of an auxiliary person who wishes to limit its liability.

- 6.4 All exclusions and limitations of liability in the Agreement shall also apply for the benefit of any person who FlexIEbel engages in the performance of the Agreement. This clause is an irrevocable third-party clause (*onherroepelijk derdenbeding*) for the benefit of every person affiliated with or engaged by FlexIEbel for the performance of its obligation under this Agreement. The applicability of article 6:254 DCC is expressly excluded.
- 6.5 All claims for damages shall lapse (*vervalt*) within one (1) year after the day the Client became known or reasonably could have become known with the damages and FlexIEbel as the liable party.

7 Complaints

- 7.1 Client satisfaction is of great importance to FlexIEbel. FlexIEbel will do everything possible to serve Clients as good as possible.
- 7.2 If a Client is unexpectedly dissatisfied with the conclusion or performance of the Agreement, the quality of service or the billed amount then FlexIEbel has a law firm complaint procedure (the **Complaint Procedure**) to which Clients may appeal. This Complaint Procedure can be found at www.flexiebel.nl.

8 Miscellaneous

- 8.1 If any provision of the Agreement is or becomes invalid or non-binding, parties shall remain bound by all other provisions hereof. In that event, Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and the Agreement.
- 8.2 These General Terms are available in Dutch and English. In case of discrepancies between the Dutch version and the English version, the Dutch version shall prevail.

9 Governing law and disputes

- 9.1 These General Terms and the Agreement are construed in accordance with and are governed by the laws of the Netherlands.
- 9.2 Any dispute arising out of or in connection with the Agreement shall exclusively be referred to the competent court of Arnhem, the Netherlands.