



### 1. Applicability Version

1.1. These general terms and conditions (the “**General Terms and Conditions**”) apply to all contracts performed by Legaltree (including any additional and follow-up contracts) as well as to any legal relationships related to these (the “**contract**”). The General Terms and Conditions may be derogated from only in writing.

1.2. In these General Terms and Conditions “**Legaltree**” means: all lawyers, civil-law notaries and nominee civil-law notaries associated with Legaltree B.V. – or, if applicable, their professional companies – listed on the website [www.legaltree.nl](http://www.legaltree.nl) as Legaltree Partners (the “**Legaltree Partners**” and individually a “**Legaltree Partner**”). Legaltree is a partnership as defined by the Legal Profession Regulations (in Dutch: Verordening op de Advocatuur) and by section 18.1 of the Civil-Law Notaries Act (in Dutch: Wet op het notarisambt).

1.3. These General Terms and Conditions are also stipulated for the benefit of any persons, or legal entities, who are in any way involved in the performance of the contract, or for whose acts or omissions Legaltree may be liable.

### 2. Contract

2.1. The contract is deemed to have been awarded to the individual Legaltree Partner who has agreed to accept the client’s instructions, or – if applicable – to the individual Legaltree Partner’s professional company.

2.2. The contract is exclusively performed for the benefit of the client. No rights may be derived by third parties from the contract or the work performed, except where such follows from the General Terms and Conditions.

2.3. Legaltree advises on matters governed by Dutch law only.

2.4. Legaltree may suspend the performance of the work until the moment Legaltree has received such information from the client as is required for the performance of the contract.

2.5. Legaltree may terminate the contract, even if it has not been completed yet or if the contract has been entered into for a specific period. The contract also ends in the event of the death of the Legaltree Partner (or the person running the professional company concerned). In the latter case the contract may be taken over by another Legaltree Partner, subject to the client’s consent. The applicability of article 409 (2) of Book 7 DCC is excluded. If at the time the contract is terminated the client has obtained legal representation, Legaltree will withdraw from the proceedings. If legal representation is mandatory, the client shall instruct another lawyer to take over the work.

2.6. The contract may be terminated only by the client, but not dissolved. Legaltree shall not be

obliged to repay any amounts received by it, regardless of the ground.

2.7. Legaltree performs the contract independently and no relationship of subordination exists between Legaltree and the client. Legaltree itself determines the way in which the contract is performed, with due observance of the client’s reasonable instructions.

### 3. Fees and disbursements

3.1. The costs of performing the contract include the fees charged by the Legaltree Partners plus any disbursements. All agreed amounts are exclusive of VAT (if applicable).

3.2. Unless expressly agreed otherwise with the client, fees are charged on the basis of the time spent and the hourly rate applicable to the contract. The hourly rates charged by the Legaltree Partners may vary. If a fixed price has been agreed, Legaltree reserves the right to charge extra on top of that fixed price for work falling outside the terms of reference, at the applicable hourly rate.

3.3. Disbursements are costs incurred by Legaltree for the benefit of the client within the context of the performance of the contract (such as court fees and bailiff’s fees, courier services, translators and the trade register).

3.4. Legaltree may annually adjust the agreed hourly rate.

3.5. Legaltree may request the client to pay an upfront fee. Any upfront fees paid will be deducted from the last outstanding invoice at the end of the contract, unless agreed otherwise.

### 4. Payment

4.1. In principle fees (and disbursements, if any) are charged on a monthly basis.

4.2. The payment period is 14 days from date of invoice, unless otherwise agreed with Legaltree. Client is not entitled to suspend payments or apply setoff. Any complaints about the invoice must be communicated within the payment period, failing which the invoice will be regarded as having been accepted. Invoices may not be paid in cash.

4.3. If an invoice fails to be paid within the payment period, client will be in default, after which the statutory commercial interest and the full extrajudicial and judicial collection costs will be due. Legaltree reserves the right to first of all apply any amounts paid by the client towards payment of the collection costs, subsequently to the statutory commercial interest owed by the client and lastly to the outstanding amount of the invoice.

4.4. If an invoice fails to be paid within the payment period, Legaltree may suspend the work after it has notified the client of its intention to do so.



Legaltree shall not be liable for any damage arising as a result of the work having been suspended.

## 5. Liability

5.1. Legaltree has taken out professional liability insurance. Its liability in connection with the performance of the contract, or on any other ground, will therefore be limited to the amount paid out under the applicable insurance agreement, plus the amount of the applicable excess under that insurance agreement in the case concerned.

At client's request and expense specific further cover may be taken out. Non-compliance with article 10.2 of the General Terms and Conditions may result in a reduction of, or an exclusion from, the cover provided by the insurance agreement.

5.2. If, for whatever reason, no payment is made by an insurance company, any liability on the part of Legaltree will be limited to any direct damage and to a maximum equal to twice the fees charged in the case concerned in the 12 months prior to the event that gave rise to the liability, with a maximum of EUR 100,000. Direct damage applies only to: a) the reasonable and demonstrable costs incurred in order to prevent or limit damage; b) the reasonable and demonstrable costs incurred to determine damage and liability, except in the case of an order for costs, in which case the relevant order applies; and c) damage to property.

5.3. Legaltree is not liable for any damage caused by insecure electronic communication, viruses (in whatever form), spam filters, virus scanners etc.

5.4. If Legaltree engages the services of a third party in the performance of the contract, Legaltree will not be liable for any damage which is the result of a breach or unlawful conduct on the part of that third party.

5.5. The client shall indemnify Legaltree and hold it harmless from and against any claims from third parties arising from, or in connection with, the performance of a contract; this indemnification shall include the costs of obtaining legal assistance.

5.6. Any claim brought against Legaltree shall lapse if the client fails to notify Legaltree thereof in writing at the earliest possible moment, but not later in any case than one (1) month after the client had learned, or could reasonably have learned, of the harmful event. A claim for damages shall in any case become time-barred if the client fails to start legal proceedings against Legaltree within six months from that moment.

## 6. Engaging the services of third parties

6.1. Legaltree is entitled on behalf of the client to engage the services of third parties when performing the contract, insofar as such is required for a proper performance of said contract.

6.2. Third parties may want to limit their liability. Legaltree is entitled on behalf of the client to accept a limitation of liability of a third party whose

services are to be engaged by Legaltree.

## 7. Filing

The client's case file will be kept for a minimum period of five years from the moment of completion of the contract, after which Legaltree will be free to destroy the case file.

## 8. Data and communication

8.1. Under the applicable laws and regulations Legaltree is under an obligation to establish the identity of clients and, under certain circumstances, to report unusual transactions and/or (cross-border) arrangements to the authorities. By awarding a contract to Legaltree, the client acknowledges (i) that it is familiar with these obligations, (ii) that it will provide all the necessary data and (iii) that it consents to Legaltree's compliance with these obligations.

8.2. When performing the contract, Legaltree will in many cases make use of electronic communication. Client acknowledges that such communication is not intrinsically secure and that, under certain circumstances, it may be possible to listen in on, intercept, manipulate or delay such communication.

## 9. Complaints procedure

9.1. Legaltree has a procedure for filing complaints (the "**Complaints procedure**"). The Complaints procedure may be viewed at <https://www.legaltree.nl/nl/over-legaltree/klachtenreglement/> and will on request be sent to you at no cost.

9.2. The Complaints procedure provides a client with the opportunity to file a written complaint about a Legaltree Partner's actions or about the invoice. The complaint may be addressed to the Legaltree Partner concerned and/or to the officer mentioned in the Complaints procedure.

9.3. The notary work carried out by the (nominee) civil-law notaries associated with Legaltree is also governed by the Complaints and Dispute Settlement Scheme of the Royal Dutch Association of Civil-law Notaries (in Dutch: Koninklijke Notariële Beroepsorganisatie).

## 10. Final provisions

10.1. All legal relationships between Legaltree and the client are exclusively governed by Dutch law.

10.2. The competent court in The Hague has exclusive jurisdiction to hear and determine any disputes between Legaltree and the client.

10.3. A Dutch-language version of the General Terms and Conditions is available. In the event of a conflict between the Dutch version and the English version of the General Terms and Conditions, the Dutch text will prevail.

10.4. Legaltree is entitled to amend or add to the General Terms and



Conditions. Any amendment and/or addition to the General Terms and Conditions will be binding on the client, but not earlier than two weeks after the client has been notified in writing of the amendment or addition to the General Terms and Conditions.

10.5. To the extent that any provision in the General Terms and Conditions should prove to be void or voidable, the remaining provisions of the General Terms and Conditions will remain in full force and effect. The provision concerned shall be deemed to have been replaced by a provision which as closely as possible approximates the purpose and the essence of the original provision.

