

## General Terms & Conditions of HELD B.V. in Amsterdam, Chamber of Commerce 67299423

1. These general terms and conditions apply to every assignment accepted by HELD B.V. (hereinafter: "**HELD**"), including any follow-up assignments and new assignments.
2. HELD is a private limited company, established in Amsterdam for the purpose of exercising the legal profession. A list of those who, directly or indirectly, hold shares in HELD (hereinafter referred to as "**Partner**") will be sent upon request.
3. The clauses in these general terms and conditions also apply irrevocably to all current and former Partners and all other (legal) persons who are or have been employed by HELD (including affiliated persons), or to all persons for whom the private company could be liable for its acts or omissions. Not only HELD but also all (legal) persons associated with HELD, including the current and former Partners and the current and former affiliated persons, who have been engaged in the performance of any assignment for the client, can invoke these general terms and conditions.
4. All instructions will be deemed to have been given to, accepted by and carried out by HELD exclusively, even if the intention is for instructions to be executed by one or more specific person(s) affiliated with HELD. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these General Terms and Conditions, "**affiliated person**" means any legal or natural person (including legal predecessors) that is or has been employed by or on behalf of HELD or one of its group companies, as an employee or otherwise.
5. When engaging third parties, HELD will exercise due care. HELD is not liable for damage resulting from shortcomings of third parties. An assignment to HELD includes the authority to accept any conditions from third parties, including liability limitations, on behalf of the client. HELD is not liable for any damage that is the result of any act or omission, an error or shortcoming of these third parties.
6. The client agrees that, when communicating, HELD uses digital means of communication and data storage services, whether or not offered by third parties. Communication between HELD and the client electronically, including by e-mail, will not take place encrypted unless prior to dispatch expressly agreed otherwise. HELD is not liable for damage resulting from the use of such services or non-encrypted communication.

7. HELD processes personal data as a controller within the meaning of the European General Data Protection Regulation. The Privacy and Cookie Policy applies to this processing, which can be found on the HELD website and will be sent on request.
8. If, in the implementation of a client assignment or in connection therewith, an event should occur which leads to the liability of HELD, such liability shall be limited to the amount or amounts paid out, if any, under HELD's professional liability insurance, apart from HELD's deductible as determined by this insurance. The event mentioned in the preceding sentence includes a failure to act.  
  
If, or in so far as, no amount or amounts are, for whatever reason, paid out under the professional liability insurance, the liability of HELD shall be limited to twice the fee charged to the client by HELD for the relevant case in the year prior to the event from which liability has arisen, up to a maximum of € 50.000.
9. In the event that, whether or not in the implementation of a client assignment, damage, for which HELD is liable, is inflicted to persons or (personal) property, such liability shall be limited to the amount or amounts paid out, if any, under HELD's third-party indemnity insurance, apart from HELD's deductible as stated under this insurance.
10. A claim against HELD and / or a person referred to in this article will expire in any case if HELD has not been notified of the claim in writing within one year after the discovery of an event or circumstance that gives or may give rise to liability. In any event, a claim lapses after two years from the execution of the work performed in connection with the assignment.
11. Unless explicitly agreed otherwise, the fee will be calculated on the basis of the number of hours worked multiplied by the hourly rates to be determined by HELD. HELD may revise those rates from time to time.
12. Costs paid by HELD for the benefit of the client - not being general (in) costs such as postage, telephone, fax, copying costs, etc. - will be charged separately to the client. This includes in particular - but not exclusively - bailiff costs, the costs of registered letter, travel costs and disbursements.
13. All amounts charged or mentioned by HELD are - unless explicitly stated otherwise - exclusive of VAT and any tax, surcharge or comparable increase that a client or HELD is obliged to pay or to charge HELD based on applicable regulations.
14. The work is charged to the client on a monthly basis, with a payment period of 14 days from the date of the invoice.

15. The legal relationship between the client and HELD is governed by Dutch law. Disputes arising from that legal relationship will be submitted exclusively to the competent court in Amsterdam.
16. All services are governed by the HELD Complaints Settlement Scheme for the Legal Profession.
17. These general terms and conditions have been filed the trade register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in the Netherlands under number 67299423 and can be viewed at [www.heldlaw.nl](http://www.heldlaw.nl). The applicability of any of the client's general or other terms and conditions is explicitly rejected. These General Terms and Conditions are available in Dutch and English. In the event of a dispute on their contents or intention, only the Dutch version is binding.