



# Cees Advocaten N.V. General Conditions

## 1. Applicability

Every engagement of the services of Cees Advocaten N.V. or one of its lawyers or staff members is governed by these General Conditions.

## 2. Responsibility for engagements

Engagements are accepted exclusively by Cees Advocaten N.V.; only Cees Advocaten N.V. is responsible for the performance of engagements, to the exclusion of its lawyers and employees. The applicability of Sections 7:404 and 7:407, paragraph 2 of the Dutch Civil Code is excluded.

## 3. Liability

Neither Cees Advocaten N.V. nor any of its lawyers or employees in person is liable for loss resulting from or relating to services provided or proposed, regardless of the grounds for such liability, subject to the following provision. Cees Advocaten N.V. has taken out professional liability insurance at Allianz Nederland Schadeverzekering N.V. (Coolingel 139, 3012 AG Rotterdam, the Netherlands) that offers coverage of up to EUR 5 million per claim and EUR 10 million per insurance year (subject to a deductible of EUR 5,000 per claim). Every claim filed is reported to the insurer and, if the claim is covered, the liability is limited to the amount actually paid by the insurer, plus the deductible. If, for any reason whatsoever, payment is not made under this (professional) liability insurance policy, any liability shall be limited to the amount of the fee that Cees Advocaten N.V. charged for the engagement concerned in the 12 months preceding the occurrence causing the liability.

## 4. Complaint duty Expiry

The right to compensation lapses if no complaint has been made in writing to Cees Advocaten N.V. within fourteen days after the discovery or should have been discovered, of the event causing the liability.

The right to compensation shall also lapse if the client has not instituted legal proceedings within twelve months of the discovery or should have discovered the event causing the liability.

## 5. Liability for third parties

If Cees Advocaten N.V. engages a third party in the performance of an engagement (including translators, external lawyers, advisers and agent attorneys), Cees Advocaten N.V. is not liable for any error made by the third party in question. If such a third party wishes to limit his or her liability, Cees Advocaten N.V. is authorised to accept that limitation of liability on behalf of its client.

## 6. Liability towards third parties

If the client provides the performance performed by Cees Advocaten N.V. for him to third parties, the client shall be obliged to point out to such third party that the performance was performed under the applicability of these general terms and conditions. If a third party makes any use whatsoever of the contents of that presentation, such third party shall be bound by the contents of these general conditions. The client indemnifies Cees Advocaten N.V. against all claims of third parties arising from the performance of the client's assignment.

## 7. Third-party clause

These General Conditions also constitute irrevocable third-party

clauses for the benefit of the lawyers and staff members of Cees Advocaten N.V.

## 8. Rates and costs

Cees Advocaten N.V. may adjust its time-based fee as from 1 January of every year on the basis of its hourly rates.

Disbursements and expenses incurred or to be incurred in respect of an engagement are charged separately. Cees Advocaten N.V. does not add a general surcharge for office expenses to the hours worked. A lump sum may, however, be charged to cover administrative costs per file, partly in light of obligations that lawyers must meet under the *Wet ter voorkoming van witwassen en financieren van terrorisme* (Money Laundering and Terrorist Financing (Prevention) Act).

Cees Advocaten N.V. may at any time request an immediately payable advance or deposit for services provided or to be performed, and may suspend or terminate the provision of services in the event of non-payment or late payment by its client of an invoice for advance payment.

## 9. Complaints and Dispute Settlement Scheme for the Legal Profession

Cees Advocaten N.V. takes part in the *Klachten- en Geschillenregeling Advocatuur* (Complaints and Dispute Settlement Scheme for the Legal Profession). The scheme is available at the website of Cees Advocaten N.V. and describes the internal complaints procedure. If the internal complaints procedure does not lead to settlement of a dispute between Cees Advocaten N.V. and the client, either party may present the dispute to the *Geschillencommissie Advocatuur* (Disputes Committee for the Legal Profession). All disputes related to the conclusion or the performance of the engagement, including all fee disputes, are settled by that committee on the basis of its own regulations, which are available for inspection at the offices of Cees Advocaten N.V.

## 10. Money Laundering and Terrorist Financing (Prevention) Act and GDPR

Cees Advocaten N.V. is obligated by current legislation to ascertain its client's identity, to identify any unusual transactions performed or proposed and, if applicable, to report such transactions to the relevant authorities, without informing the client. The client is aware of and accepts this obligation, and agrees to provide all necessary information.

### GDPR

Cees Advocaten N.V. may process and store its client's personal and other data and make them available to any person within its organisation for the purposes of the engagement, for client management purposes and for other purposes. The client gives Cees Advocaten N.V. consent to use digital means of communication and data storage services, including those provided by third parties. Cees Advocaten N.V. is not liable for any loss resulting from the use of such services.

## 11. Governing law and competent court

The legal relationship with Cees Advocaten N.V. (and with its lawyers and staff members) is governed by Dutch law. All disputes arising from or related to that legal relationship are exclusively subject to the jurisdiction of the Court of The Hague, The Netherlands.