

General terms and conditions Ortelius Business Law

Ortelius Business Law is a partnership established in Breda, the Netherlands, in which the practice is conducted on joint account and risk and which consists of the private limited liability company Hazlehead B.V. and the private limited liability company Orphee B.V.

1. General

In these general terms and conditions, the following definitions apply:

- Client: the party (client) giving the assignment;
- Ortelius Business Law: the partnership established in Breda in which the practice is conducted for joint account and risk and which consists of the private company Hazlehead B.V. and the private company Orphee B.V.

2. Applicability

2.1 These general terms and conditions apply to all assignments given to the partnership and legal relationships arising therefrom, unless otherwise agreed in writing prior to the conclusion of the contract of assignment.

2.2 A reference to Ortelius Business Law in these general terms and conditions also is a reference to members of the partnership and lawyers who are employed by the partnership as employees.

2.3 Not only Ortelius Business Law but also any person associated with Ortelius Business Law can invoke these general terms and conditions. This also applies to successors under the general title of affiliated persons, formerly affiliated persons, and the legal successors under the general title of formerly affiliated persons.

2.4 The Client accepts that Ortelius Business Law is bound by the rules of conduct and professional rules applicable to Ortelius Business Law in the execution of the assignment and declares that it will at all times respect the obligations arising therefrom for Ortelius Business Law.

3. Assignment

3.1 An assignment is formed by the engagement letter and these general terms and conditions and only comes into effect through acceptance.

3.2 Regarding the completion of an assignment, Ortelius Business Law can only be represented by one of the lawyers.

3.3 Ortelius Business Law accepts the assignment under the dissolutive condition that the identity of the Client can be established and verified.

3.4 Ortelius Business Law will observe the care of a good contractor in the execution of the assignments and the ensuing activities, as well as in the selection of auxiliary persons and third parties.

3.5 All contract agreements are concluded between the client and Ortelius Business Law and not between the client and any person associated with Ortelius Business Law. This also applies if the assignment is carried out by a specific person associated with Ortelius Business Law. The effect of articles 7:404 and 7:407 of the Dutch Civil Code is excluded.

3.6 Ortelius Business Law is obliged to execute the agreed assignment to the best of its knowledge and ability in accordance with the requirements of good workmanship, including the applicable (professional) regulations. There is no question of a commitment to a result to be achieved.

4. Confidentiality

4.1 Unless there is a statutory or professional duty to disclose, Ortelius Business Law and its employee(s) are obliged to maintain confidentiality vis-à-vis third parties.

4.2 Ortelius Business Law is not entitled to use the information made available by the Client for a purpose other than that for which it was made available, it being understood that Ortelius Business Law is entitled to use such information to the extent that Ortelius Business Law acts for itself in proceedings in which such information may be relevant.

5. Invoices

5.1 For the fulfilment of an assignment, the client owes a fee plus disbursements and turnover tax. The fee is based on the agreed hourly rate and time spent, unless explicitly agreed otherwise. Disbursements include, amongst other things, court fees, any costs of bailiffs or costs of extracts from the public registers.

5.2 Work performed, if the fulfilment of the assignment extends over a longer period than a month, will be charged to the client in the interim.

5.3 Ortelius Business Law is always entitled to demand a retainer from the client. Unless agreed otherwise, the retainer is deducted from the final invoice of the assignment.

6. Payment

6.1 Payment of invoices from Ortelius Business Law must be made within 15 days of the invoice date, unless otherwise agreed. If this period is exceeded, the client is legally in default and the applicable statutory interest or commercial interest is due on the total invoice amount (pursuant to art. 6:119 and art. 6: 119a of the Civil Code).

6.2 Only payment by transfer to the bank account mentioned in the invoice against proper proof of payment will result in discharge.

6.3 The costs of recovery measures that are taken against the client that is in default are at the expense of that client. Extrajudicial collection costs are fixed at 10% of the outstanding balance with a minimum of € 250.

6.4 For the provisions of this article, a third party who has committed themselves to Ortelius Business Law to pay the invoices on behalf of the client shall be equated with the client.

7. Privacy and Anti-Money Laundering and Anti-Terrorist Financing Act

7.1 Ortelius Business Law processes some personal data when handling the case. The utmost care is taken in processing this data. No other data is recorded than is necessary for the handling of a case and the office administration.

7.2 Ortelius Business Law is, in connection with applicable (supervisory) laws and regulations and rules of conduct, including - under circumstances - the Money Laundering and Terrorist Financing (Prevention) Act ("Wwft"), obliged to establish the identity of its principal (and, where applicable: of the representative and ultimate interested parties of the principal) and to verify the declared identity. If the Wwft applies, Ortelius Business Law is under certain circumstances obliged to report to the competent authority unusual transactions carried out or intended to be carried out by or on behalf of the Client. Where applicable, the Wwft prohibits Ortelius Business Law from informing the Client about (the intention to) make the aforementioned report. If Ortelius Business Law discovers that the information in the Dutch UBO register regarding the Client's beneficial owner(s) is incorrect or incomplete, Ortelius Business Law is obliged to report this to the Dutch Chamber of Commerce. By giving Ortelius Business Law an assignment, the Client confirms that it is aware thereof and, to the extent necessary, grants its consent thereto.

7.3 The case file(s) will be kept for at least seven years, after which Ortelius Business Law is free to destroy the file(s).

8. Complaints procedure

8.1 Ortelius Business Law's services are subject to the complaints procedure (kantoorklachtenregeling). In case you are dissatisfied with the services provided by Ortelius Business Law and wish to file a complaint, please refer to the klachtenregeling page our website .

8.2 If the Client has any complaints about the services provided by the lawyers of Ortelius Business Law, the Client shall first make these complaints known to Ortelius Business Law in accordance with the complaints procedure. If, in the opinion of the Client, Ortelius Business Law does not provide an adequate response, the Client may lodge the complaint with the competent court of the District Court of Midden Nederland, location Utrecht.

9. Liability

9.1 The liability of Ortelius Business Law for damages arising from or related to the performance of an assignment is always limited to the amount to which Ortelius Business Law's professional liability insurance in the relevant case gives entitlement, plus the amount of the excess according to the policy. The maximum coverage of said insurance is limited to a loss amount of € 1,500,000. The policy conditions can be viewed on request. If, for whatever reason, no payment is made under said insurance or if the liability is only partially covered by said insurance, all liability is limited to an amount of € 25,000 or, if the invoices paid in connection with the assignment exceed € 25,000, limited to that amount paid, but always to a maximum of € 50,000.

9.2 Ortelius Business Law excludes the joint and several liability of its lawyers and

employees. The office will always exercise due care when engaging third parties. However, the office is not liable for any shortcomings of these third parties.

9.3 The client will indemnify Ortelius Business Law against third-party liability, including the reasonable costs of legal assistance, associated in any way with the work performed for the client, unless this is the result of gross negligence or wilful misconduct.

9.4 Any claim for compensation will lapse one year after the start of the day following on which the client became familiar with the damage and with Ortelius Business Law as the party liable for that damage.

10. Applicable law

10.1 Dutch law applies exclusively to every legal relationship between Ortelius Business Law and its clients.

10.2 Disputes will be exclusively settled by the competent court in the District Court Midden Nederland, location Utrecht.

10.3 If these General Terms and Conditions are provided in another language, the Dutch text shall be binding in the event of a dispute about the content or purport. . The General Terms and Conditions in the Dutch language **can** be found on the site www.Orteliusbusinesslaw.nl.