

General Terms and Conditions

1. These general terms and conditions apply to all engagements and agreements with and assignments given to Ekker Advocatuur (as defined below) or any of its attorneys, advisers or employees, including to any additional and/or follow-up engagements. The applicability of the client's general terms and conditions is expressly rejected.
2. All engagements and agreements are accepted solely by Ekker Advocatuur. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded. The client cannot hold any other natural or legal entity liable for performance of the agreement with Ekker Advocatuur.
3. When accepting an assignment, Ekker Advocatuur may be required to establish the identity of the client to determine whether there are indications that the assignment may aim at to prepare, support or shield illegal activities and to report unusual transactions to the relevant authorities without informing the client or asking for client's consent.
4. Ekker Advocatuur makes no commitments or warranties as to the results of its services. Agreements are solely performed for the benefit of the client. Unless agreed in writing by Ekker Advocauur, no one other than the client can rely on the results of the work performed or the implementation thereof or may derive any rights therefrom.
5. Unless otherwise agreed, the fee of Ekker Advocatuur is calculated by multiplying the agreed hourly rate by the number of hours spent. All rates are exclusive of VAT and expenses. Ekker Advocatuur does not charge office costs. Expenses and costs for third parties, such as (but not limited to) courier costs, translation costs and court fees are charged separately. Any agreed advances are settled with the last invoice in connection with the engagement. Ekker Advocatuur may adjust the hourly rate periodically.
6. Invoicing takes place monthly. Payment must be made within 14 days after the invoice date. Ekker Advocatuur may suspend work if the client leaves invoices unpaid after the payment term and there is no advance payment to cover the invoice amount.
7. Ekker Advocatuur has a professional liability insurance with a maximum coverage of 500,000 euros per claim. Any liability of Ekker Advocatuur is limited to the amount paid out by the insurer, plus any deductibles. If the insurer does not pay out, the total liability of Ekker Advocatuur is limited to fifty percent of the amount paid by the client to Ekker Advocatuur in connection with the relevant engagement in the twelve-month period prior to the event giving rise to damages. Ekker Advocatuur will not invoke this limitation if damages are due to intent or willful recklessness on the part of Ekker Advocatuur.
8. Client indemnifies Ekker Advocatuur for any third party claim in connection with the work performed by Ekker Advocatuur under any engagement.
9. Ekker Advocatuur will treat all information provided by or regarding client as strictly confidential, unless it can reasonably be regarded as non-confidential. If third parties are engaged in the performance of the agreement, Ekker Advocatuur is permitted to make information available to those third parties, unless the client has indicated in advance that his permission is required for this. Ekker Advocatuur may be legally required to disclose information about the client or any client transactions to third parties without informing the client.
10. Ekker Advocatuur is entitled to engage third parties for the performance of an assignment. These general terms and conditions also inure to the benefit of these third parties. Ekker Advocatuur assumes no responsibility or liability for errors or shortcomings of third parties or for damage caused by them. Ekker Advocatuur is entitled to accept the applicability of third party terms and conditions

- and limitations of liability on behalf of the client and may rely on these terms, conditions and limitations towards the client as they relate to the third party performance of the agreement.
11. These general terms and conditions constitute an irrevocable third-party clause for the benefit of the attorneys, advisers and employees of Ekker Advocatuur.
 12. Ekker Advocatuur does not use a third-party funds foundation and will not receive third-party funds.
 13. Communication between Ekker Advocatuur and the client via electronic means, including by e-mail, will not be encrypted unless this is explicitly agreed in advance. Ekker Advocatuur cannot guarantee that electronic communications are secure. Electronic communications may be intercepted, analyzed and manipulated. If the client sends important messages to Ekker Advocatuur through electronic means, he must verify whether these messages have reached Ekker Advocatuur in a timely and undamaged condition. Ekker Advocatuur is not liable for loss of, or unauthorized access to, information that has been electronically transmitted.
 14. Each party is entitled to terminate the agreement with immediate effect. Upon termination, client shall pay at least for all services and work performed until the date of termination.
 15. Claims for compensation of damages expire twelve months after the moment that the client became aware of the damages or should reasonably have become aware thereof. All other claims of the client expire twelve months after the work to which those claims relate has been performed, unless these have already expired at an earlier time in accordance with applicable law.
 16. All agreements and legal relationships with Ekker Advocatuur (including those with its attorneys, advisers and employees) are exclusively governed by Dutch law.
 17. Ekker Advocatuur uses an complaints procedure that applies to all work and services provided by Ekker Advocatuur. The complaints procedure is available at www.ekker.legal.
 18. All disputes between Ekker Advocatuur and the client that are not resolved through the complaints procedure, shall exclusively be brought before the competent court in Amsterdam, the Netherlands, without prejudice to the right of Ekker Advocatuur to submit a dispute to the court that would have jurisdiction if the aforementioned choice of forum had not been made.
 19. Ekker Advocatuur has its principal place of business at Panamalaan 6 G, 1019 AZ, Amsterdam. Ekker Advocatuur is a sole trader ("eenmanszaak") and is registered with the Dutch Chamber of Commerce under number 75086913.