

General Conditions of Advocatenkantoor **Bartman Company Law**

Article 1 Applicability

Advocatenkantoor Bartman Company Law (hereinafter: "Bartman Company Law") is the trade name of Steba B.V., a private company with limited liability, having its registered office in Baambrugge, the Netherlands, its director and indirect sole shareholder being *prof. mr. S.M. Bartman*, registered with the Chamber of Commerce under number 34154087.

All engagements will be accepted and carried out subject to the (exclusive) applicability of these general conditions, to the exclusion of Articles 404, 407 and 409 of Book 7 of the Dutch Civil Code [BW]. These general conditions will also (exclusively) apply to any follow-up, amended or supplementary engagements for the client. The applicability of any general conditions of the client is waived.

These conditions will also apply for the benefit of the employees of Bartman Company Law, as well as of any other persons who are involved in the performance of an engagement and/or on whom any liability could be imposed in that respect.

Article 2 Liability

Any liability on the part of Bartman Company Law to the client is limited to the amount paid out in the relevant event pursuant to the professional liability insurance taken out by it, increased by the amount of the policy excess that, according to the policy conditions, is not payable by the insurer or insurers. Copy of the liability insurance policy is available for inspection at the offices of Bartman Company Law.

If and to the extent that, for any reason whatsoever, no payment is made under the insurance policy referred to above, any liability will be limited to the higher of a maximum amount of EUR 25,000 or the amount of the fee invoiced by Bartman Company Law in the relevant matter, subject to a maximum of EUR 40,000. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, any claim for damages against Bartman Company Law will be forfeited if not brought before the competent court within six months following the time at which the facts on which the claim is based have, or should reasonably have, come to the client's knowledge.

Bartman Company Law will not be liable for any third-party failure. It has been authorized by the client to accept conditions (including any limitations of liability on the part of third parties that may be applicable as between itself and such third parties or that may be stipulated by such third parties) on behalf of the client.

Article 3 Indemnification

The Client will indemnify Bartman Company Law against any and all such third-party claims, including reasonable costs of legal assistance, as may, in any way whatsoever, be connected with the services provided for the client, unless such claims are the result of wilful misconduct or gross negligence on the part of Bartman Company Law.

Article 4 Fee

Unless agreed otherwise in writing, Bartman Company Law's fee will be computed on the basis of the number of hours spent multiplied by the hourly rate agreed with the client.

Bartman Company Law will be entitled to require an advance on payment. Any advance paid will be repaid after payment by the client of, or set off against, the final invoice. Bartman Company Law will be authorized to suspend its services if and as long as the client has not paid an advance to cover the fee and/or the disbursements and/or if and as long as the client is in arrears of payment of any invoice. The services will, in principle, be invoiced to the client on a monthly basis, subject to a payment deadline of fourteen days, to be calculated from the date of the invoice. The client will be in default - without any notice of default being required - if payment is not made within the payment period set. After expiry of the payment period, Bartman Company Law will be entitled to claim compensation of the statutory interest, as well as extrajudicial costs of collection, which costs will, as a standard, be equal to 15% of the principal sum.

Article 5 Complaints and Dispute Resolution Procedure

If the client is dissatisfied with the quality of the service or the amount of the invoice, the client is to submit its objections to Bartman Company Law first, within two months of the time at which the act or omission giving rise to the complaint has, or should reasonably have, come to the client's knowledge.

Bartman Company Law will submit a possible solution to the problem that has arisen in writing to the client within four weeks of receipt of the complaint. If, in the client's opinion, this does not offer any prospect of a satisfactory solution, the client may file a complaint with the Dutch Disputes Committee for the Legal Profession [*Geschillencommissie Advocatuur*], which will decide in accordance with its Regulations (<https://www.advocatenorde.nl/585/consumenten/geschillencommissie-advocatuur.html>).

Article 6 Identity and Verification of the client

Provisions of mandatory law require Bartman Company Law to establish the identities of its clients and to report any unusual transactions to the authorities. By giving an assignment, the client confirms to be aware of this and undertakes to render its full cooperation in Bartman Company Law's compliance with this rule.

Article 7 Management of Clients' Funds

Bartman Company Law has entered into an agreement with Stichting Beheer Derdengelden Haagse Kantoren (Chamber of Commerce registration no. 27337836), which civil-law foundation manages its clients' account.

Article 8 Applicable Law and Competent Court

The legal relationship between the client and Bartman Company Law will be governed by the laws of the Netherlands.

Any disputes will be submitted to the District Court for the Central Netherlands, without prejudice to the complaints and dispute resolution procedure included in these general conditions.