

General Terms and Conditions Doull

1. These general terms and conditions have been filed by Doull legal and mediation firm (hereafter: Doull) with the Chamber of Commerce and published on the Doull website, www.doull.nl. Doull is established in Amsterdam and registered in the Trade Register under number 71720340.
2. These general terms and conditions apply to all assignments that have already been completed or are still to be completed and to all subsequent assignments that are given to Doull by the client (hereafter: the client), as well as all legal relationships arising therefrom or related thereto. Departures from this are only binding on Doull if these are specifically agreed and recorded in writing.
3. Doull expressly rejects the applicability of the client's own general terms and conditions, or any other general terms and conditions, to the assignment accepted by Doull.
4. These general terms and conditions are also stipulated to be for the benefit of persons associated with Doull, any third party who, whether or not in employment, is engaged in the performance of the assignment by Doull or is liable in connection with such performance, as well as all respective legal successors under general title.
5. Doull has the right to amend these general terms and conditions. The amended general terms and conditions will apply to new assignments and to ongoing assignments.
6. All assignments awarded by the client are exclusively given to Doull, even if there is an express or tacit intention that a particular assignment will be performed by a specific person. Article 7:404 of the Dutch Civil Code, which regulates for such a situation, and Article 7:407 paragraph 2 of the Dutch Civil Code, which establishes joint and several liability for situations in which two or more persons have been given an assignment, are expressly excluded. Contrary to Article 7:409 of the Dutch Civil Code, no individual associated with Doull is personally bound or liable and an assignment does not end by virtue of his or her death, even if the assignment has been granted with a view to performance by a specific person.
7. When performing an assignment Doull will as far as reasonably possible take the level of care of a good service provider. All assignment agreements carry a best efforts obligation and never a performance related obligation. No person other than the client can derive rights on the basis of the assignment and/or the services performed by Doull or from the results thereof. The client indemnifies Doull and persons associated with Doull against all possible claims from third parties in this respect. This indemnity also includes all costs of legal assistance.
8. If an event occurs during the performance of an assignment that leads to liability on the part of Doull, then that liability is always limited to: (a) the amount paid out under the professional liability insurance taken out by Doull, plus the applicable deductible excess which the applicable insurance contract states will be paid by Doull in such a case; or (b) if for whatever reason no payment is

made under the professional liability insurance, the total liability of Doull is limited to the amount of the fee charged by it in respect of the relevant assignment or the relevant part thereof, up to a maximum of € 5000.

9. Without prejudice to Article 6:89 of the Dutch Civil Code, the right to compensation lapses 12 months after the event from which the damage either directly or indirectly resulted and for which Doull is liable.
10. Doull is authorised to engage third parties for the performance of the assignment. The choice of third parties to be engaged by Doull will, where possible, be made in consultation with the client with due regard for the duty of care of a good service provider. If Doull engages a third party for the performance of an assignment, Doull: (a) is not liable to the client for any failure by the third party in the fulfillment of its obligations or for any error made by the third party; and b) is entitled, if a third party engaged in the assignment limits his or her own liability, to accept that restriction also on behalf of the client.
11. The client indemnifies Doull and the persons associated with it against all third-party claims that arise from or are related to the performance of an assignment for the client. This indemnity also includes all costs of legal assistance. Upon first request, Doull will transfer to the client the rights that it can exercise vis-à-vis the third party in connection with the damage caused by the third party.
12. Doull does not receive third-party funds and does not have any foundation enabling it to manage third-party funds (“Stichting Beheer Derdengelden”).
13. On the basis of the applicable regulations, Doull is obliged, when accepting an assignment, to establish the identity of the client, to check whether there are reasonable indications that the assignment could involve the preparation, support or protection of illegal activities and if necessary without prior permission from and without informing the client, to report any unusual transactions performed or planned to the relevant authorities.
14. The client agrees to Doull’s use of electronic data exchange and acknowledges that despite all the safety provisions taken by and on behalf of Doull, no absolute guarantee can be given against unauthorised consultation. Doull is therefore never liable for damage caused by loss of data sent via public networks and via the networks and systems of third parties, or by unauthorised access to that data via those networks and systems.
15. The fee to be charged by Doull to the client will be calculated on the basis of the number of hours worked multiplied by the agreed hourly rate. If it has been agreed with the client that it/he/she must pay an advance before the work is started, this advance will be deducted from the final invoice in connection with the assignment.
16. Costs that Doull pays to any third party on behalf of the client (such as - but not limited to - court fees, bailiff costs, costs for extracts from registers, translation costs, copying costs, courier costs, location costs and the like) are charged separately and at cost price. Insofar as required, all claims for costs are increased by the applicable sales tax percentage. If at a later date it appears

that Doull has wrongly omitted to levy an applicable sales tax, the client remains liable to pay this.

17. The term within which the client must pay invoices received from Doull is fourteen days after the date thereof, unless otherwise agreed. After this period has expired, the client who has not paid on time is in default by operation of law and owes statutory commercial interest on the outstanding amount. If a lower rate may be applicable because the client is a private individual and not a commercial organisation, then this lower rate for non-commercial transactions will be applied. Possible objections to invoices will only suspend the obligation to pay the disputed part thereof if they are properly substantiated and made known to Doull in writing within the stated period of fourteen days.
18. If payment is not made after a reminder has been sent, then the client will also owe so-called extrajudicial collection costs on the day following the final payment date stated therein. The amount is set at 15% of the fee with a minimum of €250. If a lower amount may apply under the 'BIK scale' published on [rechtspraak.nl](https://www.rechtspraak.nl) then this will be used for private individuals who are not a commercial organisation. Sales tax is also due on extrajudicial collection costs, as well as the statutory interest.
19. If the intervention of the court proves necessary to enable Doull to collect an outstanding payment, the client is obliged to pay all costs incurred by Doull. The legal fees included therein will be fixed between the parties in advance at an amount that will be no lower than, but if reasonable may be higher than, the amount given as the 'Liquidation rate' published on [rechtspraak.nl](https://www.rechtspraak.nl).
20. Doull has the right to suspend the further performance of ongoing work in the event of late payment of invoices after giving prior written notice. Any liability for consequential or related damage is expressly excluded.
21. The client is aware of the fact that Doull does not provide 'funded legal assistance' and, in the context of granting or accepting an assignment, explicitly rejects any claims thereto.
22. Due to legal obligations, Doull may be required to provide information about the client or transactions executed to third parties without it being permitted to notify the client. The client is aware of these obligations and accepts that Doull will comply with these obligations.
23. Each of the parties can only terminate the agreement by giving notice, with immediate effect if so desired. In the event of termination, the client is obliged to pay the fee for the work performed until the moment of termination and the costs incurred for its/his/her benefit prior to termination.
24. Both a Dutch and an English version of these general terms and conditions exists. In the event of any discrepancy between the Dutch version and the English version, the Dutch version prevails.
25. The Complaints and Disputes Scheme for the Legal Profession and Doull's own complaints regulations apply to the services provided by Doull.
26. The legal relationship between Doull and the client or other third party is governed by and is subject to Dutch law. All disputes arising from or related to:

(a) the work performed or assigned to it by or on behalf of Doull; and/or (b) the legal relationship with the client or other third party, and which cannot be resolved by means of Doull's own complaints procedure and the Complaints and Disputes Scheme for the Legal Profession mentioned in these general terms and conditions, are subject to the exclusive jurisdiction of and are to be exclusively decided by the Amsterdam District Court.