

## GENERAL TERMS AND CONDITIONS OF SERVICE (March 2023)

1. IJSSELDIJK VAN CAPPELLE ADVOCATEN is not a partnership as defined by the Legal Profession Bye-law, but a trading name of a strategic alliance between two separate and entirely independent law firms.
2. The alliance named IJSSELDIJK VAN CAPPELLE ADVOCATEN comprises the following entirely independent law firms:
  - a. **Ijsseldijk Advocaten BV**, the professional practice of *meester* J.W.T.M. Ijsseldijk, (Chamber of Commerce no. 24292857),
  - b. **AvanC Arbeidsrecht BV**, the professional practice of *meester* A.M. van Cappelle (Chamber of Commerce no. 54957788).
3. All instructions given to IJSSELDIJK VAN CAPPELLE ADVOCATEN are deemed to have been given solely and exclusively to the professional practice of the attorney who has accepted those instructions. Where reference is made in these general conditions to IJSSELDIJK VAN CAPPELLE ADVOCATEN, this refers solely to the professional practice of the attorney in question. The relevant professional practice will be the sole provider with regard to the instructions, in accordance with these general conditions. These general conditions also apply to all instructions from a client to the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN.
4. All instructions will be performed by the professional practice that acts as sole provider or – under the exclusive responsibility of that professional practice – by one or more other attorneys in the employment of that professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN, so as to indemnify the other two professional practices. In the performance of the instructions the interests of the client are uppermost, having regard also to current regulations, such as the Code of Conduct for Attorneys and the regulations and guidelines of the Netherlands Bar.
5. The two independent professional practices with IJSSELDIJK VAN CAPPELLE ADVOCATEN are each separately insured for their professional liability in accordance with the current regulations of the Netherlands Bar. Any liability of a professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN is therefore limited to the amount paid out in the case at hand under the professional liability insurance entered into by the relevant professional practice, increased by the amount of the excess that by virtue of the policy conditions is not the responsibility of the insurers. If and insofar as for any reason there is no payment made under the said insurance cover, any liability is limited to a sum of EUR 10,000 or, if the fee charged by the professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN that acts as provider exceeds this amount in the relevant case during the year in which the claim arises is, then

liability is limited to that higher amount, but in no event exceeding the absolute maximum sum of EUR 25,000.

6. Whenever possible, IJSSELDIJK VAN CAPPELLE ADVOCATEN will consult with the client before engaging the services of third parties by the relevant professional practice (except in the case of engaging the services of a bailiff) and shall at all times observe due care in its selection of any such third parties. IJSSELDIJK VAN CAPPELLE ADVOCATEN is not liable for any defective service supplied by any such third parties.
7. The client indemnifies the professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN that it engages against any third-party claim that is in any way related to the work performed for the client, unless such claim arises from a deliberate act or gross negligence on the part of IJSSELDIJK VAN CAPPELLE ADVOCATEN. The indemnity relates to the costs necessarily incurred by the professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN in order to defend itself against the claim of liability.
8. Unless agreed otherwise in writing, fees will be calculated on the basis of the number of hours worked multiplied by the hourly rate entirely independently fixed by the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN to which the instruction is given, plus VAT. The relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN is entitled at any time during the performance of the instructions to require a payment in advance together with payment of all outstanding invoices up to that moment. In principle, an advance payment will be set off against the most recent invoice, unless indicated otherwise.
9. External costs relating to the instructions (such as court fees, translation costs and bailiff's fees) incurred by the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN will be passed on to the client without any surcharge.
10. Work will be billed to the client in arrears at intervals of, in principle, one month. The payment term is 15 days calculated from the date of the invoice. If payment is not made in time, the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN is entitled to suspend or terminate its work. In such an event the client is also liable to pay interest to the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN at the statutory rate. If payment has not been made within two months following the invoice date, interest is payable on the outstanding amount at the rate of ten per cent or at the relevant statutory percentage rate, whichever is higher. In calculating interest, a part month is regarded as a full month. In addition, the client is also liable to the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN for extrajudicial collection costs of 15% of the total outstanding invoice.

11. The legal relationship between the client and the provider, the relevant professional practice with IJSSELDIJK VAN CAPPELLE ADVOCATEN, is governed by Dutch law. In the event of any dispute, the Court of Rotterdam has jurisdiction, unless IJSSELDIJK VAN CAPPELLE ADVOCATEN gives preference to the Court for the district where the client resides.
12. Insofar as these general conditions have been translated into English, the original Dutch version will be determinant.
13. If any provisions of these general conditions are partly or wholly invalid or unenforceable, they will be changed for provisions that are valid and enforceable and that are as close as possible in scope to the provisions they replace. Insofar as necessary, the parties will reasonably negotiate the precise wording of the provisions to replace the invalid or unenforceable provisions.