



**GENERAL TERMS AND CONDITIONS OF THE PRIVATE LIMITED COMPANY
VAN HALL ADVOCATEN ARBEIDSRECHT B.V.**

1. Scope of application

- 1.1 The private limited company Van Hall Advocaten Arbeidsrecht B.V. ("Van Hall Advocaten Arbeidsrecht") is a legal entity by Dutch law, the purpose of which is to practise law, and more specifically to practise the profession of attorney at law and local counsel.
- 1.2 These general terms and conditions are applicable to all instructions and supplementary (subsequent) instructions given to Van Hall Advocaten Arbeidsrecht or to any persons employed by it.

2. Instruction

- 2.1 To the exclusion of sections 404, 407, subsection 2, and 409 of book 7 of the Dutch Civil Code, all instructions are deemed to have been issued to and accepted by Van Hall Advocaten Arbeidsrecht.
- 2.2 With the exception of cases of gross negligence or intentional act or omission, the client indemnifies Van Hall Advocaten Arbeidsrecht against all claims of third parties, including the reasonable costs of legal assistance, that are related in any way to the work performed for the client. These general terms and conditions shall apply not only to Van Hall Advocaten Arbeidsrecht, but also to all natural and legal persons who are directly or indirectly involved in the execution of the instructions, and/or who in any way may be held liable in that respect, including former employees and/or shareholders of Van Hall Advocaten Arbeidsrecht, including their legal successors.

3. Fee and disbursements

- 3.1 For the performance of the work the client shall remit to Van Hall Advocaten Arbeidsrecht both a fee and what are known as disbursements (external costs).
- 3.2 In principle the payable fee shall under normal circumstances be calculated on the basis of the time spent on a given matter and the hourly fee payable for the instructions in question. A different agreement concerning the payable fee can be made, but only if expressly confirmed in writing by Van Hall Advocaten Arbeidsrecht.



3.3 Depending on factors such as the nature of the instruction, the financial interest involved and the urgency of the case, an hourly fee shall be agreed for each instruction and confirmed in writing to the client. In case there has been no confirmation of the applicable hourly rate, Van Hall Advocaten Arbeidsrecht shall charge an hourly rate of € 250.-- (excluding VAT).

3.4 The disbursements comprise the expenses actually incurred by Van Hall Advocaten Arbeidsrecht in the context of the instruction and paid on behalf of the clients, such as court registry fees, bailiff's fees and extracts from the Chamber of Commerce.

4. Payment

4.1 Unless agreement is made to the contrary, Van Hall Advocaten Arbeidsrecht shall in principle charge its fees and disbursements on a monthly basis.

4.2 The payment term is eight days.

4.3 Following expiry of the payment term, statutory interest shall be payable over the due amount.

4.4 If payment is not made following a demand for payment, extrajudicial collection costs shall be charged in the amount of 15% of the due amount, subject to a minimum amount of € 50.--.

4.5 Van Hall Advocaten Arbeidsrecht reserves the right to suspend its work for the relevant client if one of its invoices remains unpaid following expiry of the payment term. Van Hall Advocaten Arbeidsrecht shall only avail itself of that right after informing the client in question of its intention to do so. Van Hall Advocaten Arbeidsrecht cannot be held liable for losses suffered as a result of that suspension of work.

5. Professional liability

5.1 In accordance with the instructions of the Dutch Bar Association, Van Hall Advocaten Arbeidsrecht has taken out professional liability insurance.

5.2 Any liability of Van Hall Advocaten Arbeidsrecht shall be limited to the amount paid out by such professional liability insurance in the case in question, plus the amount of the excess applicable under the policy. If and insofar as payments under the insurance shall not take place for any reason whatsoever, any liability shall be limited to the amount charged by Van Hall Advocaten Arbeidsrecht in respect of their fees in the matter concerned in the twelve months prior to the event causing the liability and which have been paid by the client, with a maximum of € 25,000.--.



- 5.3 Van Hall Advocaten Arbeidsrecht cannot be held liable for the consequences of the failure of third parties to perform.
- 5.4 A claim against Van Hall Advocaten Arbeidsrecht shall lapse in any case if no written notification has been received by Van Hall Advocaten Arbeidsrecht within one (1) year of the establishment of a damage causing event.
- 6. Applicable law/court with competent jurisdiction**
 - 6.1 The legal relationship between Van Hall Advocaten Arbeidsrecht and its clients shall be governed by the laws of the Netherlands.
 - 6.2 Without exception, all disputes between Van Hall Advocaten Arbeidsrecht and a client shall be referred exclusively to the competent court in Utrecht.
- 7 Dutch/English**
 - 7.1 These terms and conditions are available in Dutch and in English. In the case of a dispute in respect of the content or interpretation of these general terms and conditions, the Dutch text shall prevail.