

GENERAL TERMS AND CONDITIONS OF LABRÉ ADVOCATEN, with its registered office in Amsterdam, listed in the Commercial Register of the Chamber of Commerce in Amsterdam under number 34375394

1. Labré advocaten is a partnership incorporated under the laws of the Netherlands that consists of private companies with limited liability and of natural persons (“**partners**”). A list of partners will be provided on request. These general terms and conditions are also stipulated in the interest of the partners (including, where relevant, partners’ directors/shareholders), the lawyers working for Labré advocaten, other staff and third parties engaged by or on behalf of Labré advocaten in relation to the carrying out of any commission (including the Stichting Derdengelden Labre (“**Stichting**”). All of these private and legal persons are hereinafter collectively referred to as “**Labre advocaten**”.
2. These general terms and conditions apply to all commissions given to Labré advocaten by a principal within the context of the execution of its activities. All commissions are exclusively accepted and executed by the partnership Labré advocaten. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (“**DCC**”) are not applicable.
3. 1. The total liability of Labré advocaten is always limited to the amount paid under the occupational liability insurance of Labré advocaten in the case concerned, increased by the amount of the own risk that, pursuant to the policy conditions, is payable by Labré advocaten in the case concerned. The policy has been taken out with Aon Risk Solutions, with its offices at Condensatorweg 54 in Amsterdam, and provides coverage up to a maximum amount of € 5,000,000.- for each single claim.
2. If and insofar as no payment is made in conformity with the above insurance, the total liability of Labré advocaten will be limited to an amount of € 25,000.- or, in the event that the fee excluding VAT invoiced in the matter concerned, excluding VAT, is higher, to an amount equal to the fee with a maximum of € 50,000.- excluding VAT.
4. 1. Labré advocaten is entitled to engage third parties in relation to the carrying out of any commission. The choice of these third parties will be made, insofar as possible, in consultation with the principal and with due observance of due diligence. Labré advocaten is not liable for shortcomings of these third parties.
2. Labré advocaten is entitled to accept limitation of liability stipulated by such third parties on behalf of the principal.
3. Except in case of intention or gross negligence on the part of Labré advocaten, the principal indemnifies Labre advocaten against any claims of third parties, including the costs incurred by the partnership in relation thereto, which are in any way connected to the activities executed for the principal.
5. 1. The execution of commissions given will take place exclusively in the interest of the principal. Third parties cannot derive any rights from the contents of the activities executed.
2. In the context of the present commission, Labré advocaten will process all personal data in accordance with the procedure described in the relevant privacy statement. This statement is available on <https://labre.nl/privacy-statement/>. The statement also contains information on the retention period for the file compiled for this commission.
6. 1. The lawyers’ rates for Labré advocaten vary depending on their expertise and specialist knowledge. Labré advocaten is entitled to (periodically) change the rates used by it and the interest and expense allowances stipulated by it. A list of the currently prevailing rates is provided on request.
2. Labré advocaten is entitled to request a retainer fee or an advance payment to cover for future services and disbursements. Labré advocaten is entitled to postpone (continuation of) the execution of the commission until the retainer of advance payment is received. Labré advocaten will inform the principal in good time if it is invoking this right.
7. Invoices of Labré advocaten must be paid within 14 days, failing which the principal shall be in default. After the expiry of the term specified, Labré advocaten may charge the principal compensation for loss of interest or cost of expenses of 1% per month.

Within the context of executing the principal’s commission the partnership and the Stichting may hold principal or third-party funds, which will be transferred to an account held by the Stichting or the maatschap. Neither the Stichting nor the maatschap will be liable towards the principal or the third party if the bank fails to comply with its obligations towards the Stichting or the maatschap. Any negative interest charged by the bank on the funds transferred by the principal or the third-party, will be charged on the principal or the relevant third-party, as the case may be. The partnership and the Stichting are entitled to (i) set-off the negative interest with the relevant funds or (ii) request payment of the negative interest charged by the principal or the relevant third-party. The partnership hereby accepts this stipulation on behalf of the Stichting.
8. The services provided by Labré advocaten are subject to a grievance procedure, as required pursuant to regulations promulgated by the Dutch Bar Association. The grievance procedure can be found on the website of Labré advocaten (<https://labre.nl/klachtenregeling/>).
9. 1. The legal relationship between the principal and Labré advocaten is exclusively governed by the law of the Netherlands.
2. Any disputes arising from the legal relationship between the principal and Labré advocaten to which these terms and conditions apply, will be exclusively settled by the competent court in Amsterdam, the Netherlands, without prejudice to the competence of Labré advocaten to bring disputes before the legally competent court.
10. These general terms and conditions are available in Dutch and in English. The Dutch wording prevails. The terms and conditions will be open for inspection at the premises of Labré advocaten, will be provided on request and may be reviewed on www.labre.nl/algemene-voorwaarden/.
11. January 2023