

## 1 TERMS AND CONDITIONS

### 1.1 General

- (a) These general terms and conditions apply only to an agreement for services between a client and De Brauw where De Brauw has expressly declared these terms and conditions to be applicable. In that case, the agreement for services between that client and De Brauw is not governed by the general terms and conditions published by De Brauw on its website and filed with the Amsterdam District Court, regardless of any previous or subsequent generic references to those general terms and conditions, such as on De Brauw's website or in emails or letters sent by De Brauw.
- (b) In these general terms and conditions, the following definitions apply:  
**"De Brauw"** means De Brauw Blackstone Westbroek N.V.;  
**"client"** means the person engaging De Brauw to provide services;  
**"person affiliated with De Brauw"** means every lawyer (advocaat), civil law notary, candidate civil law notary or tax lawyer and every other person working at De Brauw or at a subsidiary of De Brauw (on the basis of an employment agreement or otherwise, including in the De Brauw FlexPool), every De Brauw subsidiary, every De Brauw shareholder, and Stichting Beheer Derdengelden De Brauw Blackstone Westbroek. Persons affiliated with De Brauw include persons formerly affiliated with De Brauw and legal successors of persons affiliated or formerly affiliated with De Brauw; and  
**"person"** means legal entity or natural person.
- (c) These general terms and conditions are available in Dutch and English. Both versions have the same legal force.
- (d) The information to be disclosed pursuant to article 6:230b of the Dutch Civil Code (Burgerlijk Wetboek) or, for notarial services provided to individuals, pursuant to the rules of the Royal Dutch Association of Civil-law Notaries, can be found on [www.debrauw.com/legal-information/](http://www.debrauw.com/legal-information/).

### 1.2 Engagement

- (a) An agreement for services between a client and De Brauw is only established by De Brauw or a lawyer, (candidate) civil law notary or tax specialist working at De Brauw accepting an assignment from the client to perform work.
- (b) An assignment by a client to a person affiliated with De Brauw does not result in an agreement with that person or any other person affiliated with De Brauw.
- (c) If the client wishes that work for the execution of the assignment be performed or continued by a certain person affiliated with De Brauw, De Brauw will, if possible, comply with that wish, with due observance of the limits set by its business operations and the wishes of other clients. The effect of articles 7:404 and 7:409 of the Dutch Civil Code is excluded.
- (d) If De Brauw has received an assignment together with another person, it is only liable for the fulfilment of the obligations that are obligations expressly of De Brauw. The effect of article 7:407(2) of the Civil Code is excluded.
- (e) The client shall provide De Brauw with such information as De Brauw or shareholders or subsidiaries thereof or third parties or banks engaged by them need to comply with obligations to establish the identity of clients and related persons, including obligations under the Money Laundering and Terrorist Financing (Prevention) Act. De Brauw is required to report unusual transactions to the authorities.
- (f) De Brauw, as a result of legislation implementing Directive (EU) 2018/822, is under circumstances required to provide information on reportable cross-border structures to tax authorities.

### 1.3 Assignment of counsel (toevoeging)

- (a) De Brauw will consider whether a client is eligible for subsidised legal aid (an assignment of counsel). If a counsel is assigned, the client owes a contribution to De Brauw. The website of the Legal Aid Board indicates what the amount of the client's own mandatory contribution is ([www.rechtsbijstand.nl](http://www.rechtsbijstand.nl)).
- (b) The client shall pay the mandatory contribution and any court fees due to De Brauw within seven days of the invoice date.
- (c) A counsel is assigned under the Legal Aid Act. Assignments of counsel are issued by the Legal Aid Board. A counsel can only be assigned if the income and capital requirements set by law are met. The arrangements are aligned with the concepts of income and assets for tax purposes. Assignment of counsel is possible if the annual "aggregate income" (that is the income of a single person, or the income of a married couple or cohabitants together) on the basis of all components (box 1, box 2 and box 3 together) does not exceed the amounts applied by the Legal Aid Board. Different standards apply for a single person and to married or cohabiting couples. In addition, the assets (in accordance with box 3) in the reference year, the second calendar year before the year in which the application for the assignment of counsel is submitted, may not exceed the levy-free assets.
- (d) The assessment of an application is based on the income and assets in the second calendar year before the year in which the application for the assignment of counsel is submitted (the reference year), as determined by the Dutch Tax Authorities. If there is a decrease in income and/or assets compared to the reference year of at least 15%, the client may request that the reference year be moved. The client is responsible for requesting that the reference year be moved and for submitting any objection to its rejection.
- (e) The decision regarding an assignment of counsel is made by the Legal Aid Board. An assignment of counsel cannot generally be obtained for business matters.
- (f) If an assignment of counsel is not granted, lapses or is retroactively or otherwise withdrawn – which can happen, among other things, as a result of a favourable outcome of the proceedings for the client –, De Brauw will charge the fees mentioned in clause 1.4.

### 1.4 Invoices

- (a) If the client does not qualify for an assignment of counsel, De Brauw reserves the right not to take the case.
- (b) If the client does not qualify for an assignment of counsel and De Brauw handles the case, the client will owe De Brauw the hourly rate mentioned in article 3(1) of the Legal Aid Compensation Decree. That hourly rate, including 21% VAT, is EUR 145.44 in 2023.
- (c) De Brauw reserves the right to ask the client for an advance payment of the fees owed by the client.
- (d) De Brauw may charge expenses incurred by De Brauw (such as courier, travel and accommodation costs, registration and court fees, and costs, including interest charged by persons not affiliated with De Brauw affiliates and banks) to the client.
- (e) Fees and expenses owed by the client will be increased by the applicable turnover tax (VAT) as required by law, unless the client is established in another European Union member state and has provided De Brauw with a valid VAT number, or is established outside the European Union.
- (f) The client has thirty days after the invoice date to notify De Brauw of any objections to the amount of the invoice. If the client fails to do this, the invoice will be deemed to have been accepted.

- (g) The client shall pay all invoices within thirty days of the invoice date – except for the invoice for the mandatory contribution and any court fees, which must be paid within seven days.

### 1.5 Liability

- (a) De Brauw's liability is limited to the amount that is paid out for the relevant claim under De Brauw's insurance, plus the applicable deductible. Liability for damage caused by an event not covered by any insurance is limited to EUR 5 million.
- (b) Every compensation claim will expire one year after the date on which the client became aware of the damage and of De Brauw's liability for the damage.
- (c) The professional liability of every lawyer, civil law notary, candidate civil law notary and tax lawyer working at De Brauw and its subsidiaries is limited as set out in the first sentence of paragraph 1.4(a) above. Any other liability on their part and on the part of other persons affiliated with De Brauw is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with De Brauw.
- (d) The client indemnifies De Brauw and all persons affiliated with De Brauw against any claims made by third parties and any other damage suffered by De Brauw or a person affiliated with De Brauw in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under De Brauw's insurance, plus the applicable deductible. The indemnification does not apply if the claim or damage arises from willful misconduct or gross negligence (*opzet of bewuste roekeloosheid*) at De Brauw's end. A third party includes every group company, shareholder and managing or supervisory director of the client, any persons working at or for the client and any family member of the client. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with De Brauw.

### 1.6 Engaging third parties

- (a) In providing the services, De Brauw may engage persons not affiliated with De Brauw (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. De Brauw may engage those persons in its own name or, as an authorised representative, in the client's name.
- (b) The client is bound by the conditions agreed between De Brauw (in its own or the client's name) and the other persons engaged by De Brauw. De Brauw is not liable for any damage caused by any action or omission of other persons it engages.
- (c) If De Brauw holds the funds of a client or of a third party, the client is bound by the conditions imposed by the bank holding the funds. De Brauw is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Beheer Derdengelden De Brauw Blackstone Westbroek holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden De Brauw Blackstone Westbroek.

### 1.7 Confidentiality and files

- (a) De Brauw and the client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services. De Brauw and the client shall take reasonable measures to ensure that persons affiliated with them do the same.
- (b) The first sentence of paragraph 1.6(a) does not apply where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of De Brauw, where disclosure is desirable with a view to providing the services.
- (c) De Brauw shall retain its files and all documents and other data carriers at its disposal in connection with the services during the statutory retention period. After this period, De Brauw may destroy documents without notifying the client. Applicable law; complaints and disputes.

### 1.8 Termination of the engagement

- (a) The client may terminate the engagement at any time, but only by giving written notice to its contact at De Brauw.
- (b) De Brauw may terminate the engagement by giving the client fourteen days' prior notice, or immediate notice if the client does not pay an invoice within thirty days of the due date, but always only by giving notice in writing.
- (c) If the engagement is terminated, the client will owe the fees for the work carried out by De Brauw before the end of the engagement and for any subsequent work that De Brauw may need to do to transfer the matter to the client or a third party.

### 1.9 Governing law; complaints and disputes

- (a) The agreement for services (including paragraph 1.8(c) below) and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- (b) De Brauw's complaints procedure – which can be found on [www.debrauw.com](http://www.debrauw.com) – applies to work carried out by any persons affiliated with De Brauw. In addition, the Complaints and Disputes Procedure Regulation of the Royal Dutch Association of Civil-law Notaries (Verordening Klachten- en geschillenregeling van de Koninklijke Notariële Beroepsorganisatie) – which can be found on [wetten.nl - Regeling - Verordening Klachten- en geschillenregeling - BWBR0032565 \(overheid.nl\)](http://wetten.nl - Regeling - Verordening Klachten- en geschillenregeling - BWBR0032565 (overheid.nl)) – applies to notarial work carried out by any De Brauw civil law notaries and candidate civil law notaries. Information about the latter procedure can be found on [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
- (c) Subject to paragraph 1.8(b), the Amsterdam District Court in the Netherlands has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes about its existence and its validity and any non-contractual obligations.
- (d) Paragraphs 1.8(a) and (c) apply equally to non-contractual obligations of persons affiliated with De Brauw that arise out of, or are connected with, the agreement for services. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with De Brauw.

## 2 PERSONAL DATA

- (a) Terms defined in the General Data Protection Regulation (EU) 2016/679 (the "GDPR") have the same meaning in this article 2.
- (b) The client shall indemnify De Brauw and persons affiliated with De Brauw against any claims made by third parties and any other damage suffered by De Brauw or a person affiliated with De Brauw in connection with an alleged unlawful processing of personal data during the engagement, to the extent that De Brauw has received the personal data from the client or at the client's instruction.
- (c) The client shall provide the data subject with the information on the processing of personal data during the engagement as required under the GDPR. The client shall do so within the applicable term under the GDPR. De Brauw will be the contact point for data subjects exercising their rights under the GDPR towards De Brauw.
- (d) After becoming aware of a personal data breach in connection with personal data processed during the engagement, the client and De Brauw shall inform each other without undue delay. The client and De Brauw will consult with each other before submitting any notification to supervisory authorities and data subjects.
- (e) The client and De Brauw shall inform each other without undue delay of any investigation by a supervisory authority in connection with personal data being processed during the engagement.