

## GENERAL TERMS AND CONDITIONS OF CERTA ADVOCATEN B.V.

1. These general terms and conditions of Certa Advocaten B.V. ("Certa") are available for inspection at Certa's office at Keizersgracht 620, 1017 ER Amsterdam. These general terms and conditions have been filed with the Amsterdam Chamber of Commerce under number 34342484. These general terms and conditions can also be found at <https://certa.nl/en/general-terms-and-conditions/>.
2. These general terms and conditions apply to all services rendered by or on behalf of Certa, regardless of whether such services are performed in the capacity of (litigation) lawyer, (legal or non-legal) assistant, trustee, executor, liquidator, arbitrator, binding advisor, mediator, or otherwise. All assignments are accepted and performed exclusively by and on behalf of Certa, with the exclusion of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code. The execution of assignments provided to Certa is solely for the benefit of the client. Third parties cannot derive any rights from the content of the services performed for the client.
3. These general terms and conditions of Certa also apply for the benefit of:
  - The Stichting Beheer Derdengelden Certa Advocaten (registered with the Chamber of Commerce under number 34213177);
  - All professional corporations with which Certa has or has had a management agreement, including their directors and shareholders; and
  - All employees, former employees, and others who are or were in any way working for, associated with, or employed by Certa, as well as their heirs.

### Limitation of Liability

4. The liability of Certa, regardless of the legal basis, is limited to the amount paid out in the relevant case under the professional liability insurance taken out by it, increased by the deductible amount that, under the aforementioned professional liability insurance, is borne by Certa in the relevant case. If, for any reason, no payment is made under the insurance referred to in the previous sentence, the liability of Certa is limited to three times the amount charged by Certa in the relevant case in the relevant year, up to a maximum of EUR 50,000. Any liability of the (legal) entities referred to in Articles 2 and 3 other than Certa is excluded in all cases. The preceding sentence constitutes an irrevocable third-party clause for the benefit of the (legal) entities referred to in Articles 2 and 3.
5. The client indemnifies Certa and the (legal) entities referred to in Articles 2 and 3 and shall hold Certa harmless against claims from third parties and other damages suffered



by Certa and the (legal) entities referred to in Articles 2 and 3 in connection with the performance of their work for the client. Any amount paid under Certa's professional liability insurance, as mentioned in Article 4, will be deducted from any payment obligation under this indemnity. A "third party" also includes any group company, shareholder, director, or supervisory board member of the client, any person employed by or working for the client, and any family member of the client. This paragraph constitutes an irrevocable third-party clause for the benefit of the (legal) entities referred to in Articles 2 and 3.

6. Any claim for damages shall expire one year after the date on which the client became aware of the damage and Certa's liability in this regard.
7. Certa will exercise due care when engaging third parties. However, Certa is not liable to the client or third parties for shortcomings on the part of such third parties. Certa is authorized to accept any limitations of liability by third parties on behalf of the client.

#### **Payment Transactions**

8. If Certa holds funds from a client or third party in connection with its services, the client is bound by the terms and conditions of the bank where such funds are held. Certa is not liable for any damages caused by the actions or omissions of the bank. If the bank charges negative interest on the funds held, this negative interest will be borne by the client or third party and deducted from the held funds. This provision constitutes an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden Certa Advocaten.

#### **Invoices and Fees**

9. By assigning a matter to Certa, the client accepts that Certa may adjust its fees.
10. Certa invoices on a monthly basis, with a payment term of fourteen days. Certa is entitled to request an advance payment for (further) work. If payment is not made within the set term, the client is in default by operation of law, without the need for a further notice of default. The client will then owe default interest at the rate of 1% of the principal amount per month, with any part of a month being considered a full month. If the client is a consumer-debtor, collection costs will be charged in accordance with the "Decree on Compensation for Extrajudicial Collection Costs". The rates outlined in this decree can be found at: <https://www.rechtspraak.nl/Voor-advocaten-en-juristen/Reglementen-procedures-en-formulieren/Civiel/paginas/staffel-buitengerechtigke-incassokosten.aspx>. If the client is a legal entity or a natural person acting in the exercise of a profession or business, claims will be made for the



actual extrajudicial (collection) costs incurred or at least an amount in accordance with the Voorwerk II Report. Before collection costs are charged, Certa will send the client a reminder granting a period of 14 days from the date of the reminder to settle the claim.

11. The client may raise objections to an invoice in writing within thirty days of the invoice date. If no such objection is made, the invoice will be deemed accepted.
12. In the event of non-payment or late payment of invoices, regardless of whether they pertain to the current assignment, Certa reserves the right to suspend or terminate its services immediately following written notification. This does not affect the client's obligation to settle outstanding and future invoices in a timely manner. Certa is entitled to offset any advance payments made by the client against unpaid invoices from the client in the current or other matters.

#### **Regulations, Privacy, Record Retention, Complaints**

13. Certa is required by applicable laws and regulations to verify the client's identity and, under certain circumstances, report unusual transactions to the relevant authorities.
14. The name, position, and contact details of those maintaining contact with Certa on behalf of the client are used and retained by Certa for this purpose and for future commercial purposes. Certa will never share such personal data with others. The client has the right to request Certa to provide access to the personal data processed by Certa as the controller under the GDPR and/or (if applicable) to correct, supplement, delete, or restrict such data. Certa has implemented appropriate technical and organizational measures to protect personal data against loss or any form of unlawful processing.
15. Certa reserves the right to remove and destroy files and all documents contained therein, including those belonging to the client and/or third parties, from its archives without further notice, as soon as an assignment has been concluded.
16. Certa's complaints procedure applies to its services. This procedure complies with the relevant regulations under the Dutch Advocates Act (Advocatenwet). If the complaints procedure does not lead to a satisfactory resolution, the client and Certa will follow the Dispute Settlement Scheme for the Legal Profession. The rules of the Dispute Settlement Committee for the Legal Profession can be requested from the secretary of the committee at Postbus 90600, 2509 LP The Hague, Netherlands.



17. Dutch law exclusively governs the agreement (including this article) between the client and Certa, as well as all legal relationships arising from or related to it, including those with the (legal) entities referred to in Articles 2 and 3. Disputes will be resolved exclusively by the competent court in Amsterdam, unless mandatory law prescribes otherwise.

Amsterdam, December 2024