

## **General Terms and Conditions ITL Attorneys Netherlands**

### 1. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

- a) ITL Attorneys Netherlands: International Transport & Logistics Attorneys Netherlands B.V., with its registered office in Haarlem (Netherlands) at Sint Jorissveld 10 (2023 GD) and also maintaining an office in Breda at Iabc 5190 (4814 RA).
- (b) The client: the contracting party of ITL Attorneys Netherlands.
- (c) The office: ITL Attorneys Netherlands and the people who work there on the basis of employment, temporary employment or voluntary agreements, including directors of the entity.
- d) The fee: the financial compensation (time-proportional or otherwise), excluding office expenses and disbursements as referred to under e and f, that ITL Attorneys Netherlands has agreed with the client for the execution of the assignment.
- e) Disbursements: the costs incurred by ITL Attorneys Netherlands in the interest of the execution of the assignment, such as court or bailiff fees.
- (f) Office expenses: the fixed surcharge on the fee to cover the cost of office facilities.
- (g) Payments on account: fees invoiced in advance.

### 2. Scope

These General Terms and Conditions apply to all assignments (agreements) with ITL Attorneys Netherlands, unless otherwise agreed in writing prior to the formation of an assignment. Other conditions are expressly rejected.

### 3. Assignment

- a) An assignment shall not come into effect until it has been accepted by ITL Attorneys Netherlands. This does not include free consultations during walk-in clinics or by phone. With respect to the formation of an assignment, ITL Attorneys Netherlands can only be represented by lawyers affiliated with the firm.
- b) Any assignment given to the firm shall be deemed to have been given to ITL Attorneys Netherlands, i.e. the client agrees that ITL Attorneys Netherlands will have the assignment carried out under its responsibility by the firm, or if necessary by third parties acting on the instructions of the firm.
- c) In the execution of assignments, in the performance of all work and in the selection of assisting persons, ITL Attorneys Netherlands shall observe the due care of a good

contractor to the extent reasonably possible. All agreements shall be obligations to use best endeavours and never obligations of result.

- d) ITL Attorneys Netherlands shall be free to have assignments carried out under its responsibility by other members of staff employed by ITL Attorneys Netherlands, where appropriate with the involvement of third parties.
- e) Assignments are accepted exclusively by ITL Attorneys Netherlands, even if it is the express or tacit intention that an assignment be carried out by a specific person or lawyer. Contrary to articles 7:404 (providing for cases intended to be carried out by a specific person), 7:407 paragraph 2 (establishing joint and several liability for cases given to two or more persons) and 7:409 of the Dutch Civil Code, any lawyers and others who work for or on behalf of ITL Attorneys Netherlands, whether or not in employment, shall never be personally bound or liable, not even if the assignment was given with a view to a specific person or a specific lawyer.

#### 4. Fee note

- a) For the execution of an assignment, the client shall owe the fee plus disbursements, the costs for back-office and sales tax. ITL Attorneys Netherlands may annually change the rates and/or apply an inflation adjustment. The fee shall be increased by turnover tax, as well as disbursements, such as court fees, bailiff fees, travel expenses, costs of extracts and other third party costs (disbursements).
- b) If the execution of the assignment extends over a period longer than one month, any work performed will be charged in the interim.
- c) ITL Attorneys Netherlands is always entitled to demand the client to make payments on account. Any payments on account received shall be set off against the final statement for the assignment, while in the interim the work performed shall be charged.
- (d) In cases handled on the basis of the system of financed legal aid, the provisions of this article apply only to the costs that are to be borne by the client on the basis of the decision to grant legal aid, such as the personal contribution. The personal contribution will also be charged in advance, as will be any third-party costs (disbursements).

#### 5. Payment

- a) Payment of invoices from ITL Attorneys Netherlands must be made within 14 days of the invoice date, but invoices for payments on account must be paid immediately. If timely payment is not made, the client shall be in default by operation of law without further notice of default. In the event of failure to pay within the term of payment, ITL Attorneys Netherlands shall claim default interest equal to the applicable statutory (commercial) interest on the outstanding amount. In calculating the interest due, part of the month shall be considered a whole month. All judicial and extra-judicial costs related to the collection of debts, with a minimum of 15% over the amount to be collected and at least € 50, will be at the expense of the client. Judicial costs are not

limited to the costs of the proceedings but shall be for the account of the client in their entirety if client is (mainly) found to be in the wrong.

- b) Discharge of the claim of ITL Attorneys Netherlands against the client shall only be given after payment by transfer into one of the bank accounts in the name of ITL Attorneys Netherlands, or payment by debit card and in highly exceptional cases in cash (up to the maximum generally accepted in the legal profession at the time of payment) against proper evidence of discharge.
- c) If ITL Attorneys Netherlands takes collection measures against a client who is in default, the costs related to such collection, with a minimum of 10% of the outstanding balance, shall be borne by the client.
- d) If the client does not pay for the work or the requested payments on account, ITL Attorneys Netherlands shall be entitled to suspend their work until full and complete payment has been made, excluding any liability of ITL Attorneys Netherlands for damage that may arise as a result.
- e) Furthermore, ITL Attorneys Netherlands is at all times entitled to use third-party funds received for a client in question to settle its own invoice. Only in the event that the client disputes the invoice within fourteen days of receipt, ITL Attorneys Netherlands's right to use third-party funds to settle this invoice fee lapse.

#### 6. Third-party account

- a) ITL Attorneys Netherlands has entered into an agreement with the Stichting Beheer Derdengelden ITL Attorneys Netherlands, established in Haarlem (Chamber of Commerce 34117069), which manages the third-party account.
- b) ITL Attorneys Netherlands will pay third-party funds to the client and/or the client's counterparty, if and insofar as ITL Attorneys Netherlands is obliged to do so on the basis of an agreement made.
- c) If there is uncertainty between the client and his counterparty or third parties involved as to who is entitled to the third-party funds, ITL Attorneys Netherlands reserves the right to suspend the payment of those third-party funds, unless it is obliged to do so on the basis of a court order that has been declared enforceable.
- d) No interest will be paid on third-party funds managed by ITL Attorneys Netherlands and the Stichting Beheer Derdengelden ITL Attorneys Netherlands – partly to compensate for the costs of administration and management of the account – unless other agreements have been made with the client. If the bank of the Stichting Beheer Derdengelden ITL Attorneys Netherlands charges so-called negative interest, ITL Attorneys Netherlands reserves the right to charge these costs to the client.
- e) ITL Attorneys Netherlands reserves the right not to pay out third-party funds to persons or legal entities other than the client and/or the client's counterparty.

- f) The claim for payment of third-party funds against ITL Attorneys Netherlands or the Stichting Beheer Derdengelden ITL Attorneys Netherlands cannot be transferred or pledged.

#### 7. Funded Legal Aid

- (a) For all work related to the application for funded legal aid, an advance payment will be charged to the amount of the estimated client's own contribution and any disbursements. The advance shall be set off against the actual costs incurred or to be incurred.
- b) The expiry of time limits shall be at the expense and risk of the client if the client has not paid on time either the aforementioned advance payment or, after the appointment of the public defender, the imposed personal contribution and the disbursements.
- (c) All work to be done shall be at the expense of the client until such time as the Legal Aid Board has appointed a public defender. In that case, the work will be at the client's expense on an hourly rate basis until the effective date of the appointment of the public defender.
- (d) Client may be subjected to an assessment by the Legal Aid Board, upon which the Legal Aid Board may subsequently withdraw the entitlement to funded legal aid. In that case, the client shall owe the fee for all the work performed by ITL Attorneys Netherlands from the beginning of the case, plus turnover tax and disbursements.

#### 8. Liability

- a) The liability of the firm for any damage arising from or in connection with the performance of an assignment shall at all times be limited to the amount to which the liability insurance gives entitlement in the case in question, up to a maximum of €1,000,000, plus the amount of the excess under the relevant policy. If and insofar as no payment is made under the said insurance for any reason whatsoever, any liability shall be limited to the amount of the excess of the professional liability insurance or, if the claim is higher, to the amount of the claim.
- b) When engaging third parties, the firm will always exercise due care. However, the firm is not liable for any shortcomings of these third parties.
- c) The limitation of liability under a) also applies in the event that ITL Attorneys Netherlands is liable for errors by third parties engaged by ITL Attorneys Netherlands to the extent that the provisions under b) cannot be maintained or for the improper functioning of equipment, software, data files, registers or other items used by ITL Attorneys Netherlands in the execution of the agreement.
- d) ITL Attorneys Netherlands is expressly not liable for the performance of and/or damage resulting from an assignment between a client and one of the other offices of ITL Attorneys. ITL Attorneys is just a brand name consisting of various separate and distinct legal entities (law firms). Clients therefore do not have an assignment/agreement with ITL Attorneys as a whole, but only with one of the

individual law firms. Each separate law firm/office of ITL Attorneys is therefore only obliged to perform that individual assignment. Each ITL Attorneys law firm also has its own terms and conditions and regulations. More information about the various ITL Attorneys law firms and their terms and conditions can be found at [www.itla.eu/conditions/terms-conditions](http://www.itla.eu/conditions/terms-conditions).

#### 9. Complaints procedure

ITL Attorneys Netherlands has a complaints procedure which can be accessed via the link [www.itla.eu/conditions/terms-conditions](http://www.itla.eu/conditions/terms-conditions) (click on the button "Netherlands/Nederland"). Every reasonable, verbal or written expression of dissatisfaction regarding the services provided by the lawyer or an employee made known by or on behalf of the client, shall be dealt with by ITL Attorneys Netherlands through the aforementioned complaints procedure. Thereafter, an appeal may be made to the Disputes Committee for the Legal Profession or to the Dean of the North Holland Bar Association.

#### 10. Privacy and processing of personal data (GDPR)

- a) ITL Attorneys Netherlands will process personal data for the performance of the agreement and for the proper provision of services in accordance with the General Data Protection Regulation (hereinafter referred to as GDPR). ITL Attorneys Netherlands has drawn up a privacy statement in connection with this data processing. This privacy statement can be accessed at [www.itla.eu/conditions/privacy-cookie-policy](http://www.itla.eu/conditions/privacy-cookie-policy) (click on the button "Netherlands/Nederland") and is attached to these Terms and Conditions and forms an integral part thereof.
- b) Insofar as applicable, the client shall process personal data in a proper and careful manner and shall comply with applicable (privacy) laws and regulations.
- c) In the event of requests and/or complaints from data subjects and/or supervisory authorities, upon discovery of a possible breach in relation to personal data (a 'data leak') or upon obligations to share personal data with third parties and/or obligations otherwise in the context of privacy, the client shall, if these matters also concern ITL Attorneys Netherlands, inform ITL Attorneys Netherlands as soon as possible but no later than within 24 hours.

#### 11. Choice of Law

All disputes that may arise from the assignment agreement shall be governed by Dutch law. The parties shall not appeal to the court until after they have made every effort to settle a dispute in mutual consultation in accordance with the arrangement described under Article 9.

#### 12. Forum Selection

All disputes not suitable for the complaints procedure described in Article 9 will be submitted to the District Court in North Holland, location Haarlem.

### 13. Providing

- a) These General Terms and Conditions are provided (digitally) to the client with every first assignment and can also be downloaded via <https://www.itla.eu/conditions/terms-conditions> under the button "Netherlands/Nederland".
- b) These General Terms and Conditions were drawn up on December 1, 2023 and updated on January 1<sup>st</sup> 2026.