

These General terms and conditions apply to all agreements between Visser Legal and all its affiliated companies, and Client. These terms and conditions are accessible and downloadable at: www.vissers-Legal.com/upload/file/general_terms_and_conditions.pdf. The most recently filed version will always apply.

GENERAL TERMS AND CONDITIONS

1. Definitions

Visser Legal: Visser Legal is a registered trade name of the private company with limited liability: Visser Advocatuur B.V., where Visser Legal stands, this also includes Visser Advocatuur B.V. , as well as all companies affiliated with it.

Client: the person or legal entity who wants legal assistance and enters into an Agreement for this purpose with Visser Legal;

Agreement: the contract of services between Visser Legal and Client;

Service: all activities performed by Visser Legal for the benefit of Client under the Agreement, which are such that they are explicitly not limited to the activities possibly defined by Client.

2. Agreement

- 2.1 The Agreement is concluded by acceptance by Visser Legal of the order issued by Client or by acceptance by Client of the by Visser Legal offered services
- 2.2 These general terms and conditions apply to all offers, tenders, work, services, Agreements and all other transactions executed by Visser Legal, in the course of which the applicability of any general terms and conditions applied by Client is excluded.
- 2.3 Derogation from these general terms and conditions is only possible if this is agreed in writing between parties in the Agreement. The present terms and conditions also apply to all agreements with Visser Legal whereby Visser Legal engages third parties for the performance thereof.

3. Contracting party

With the exclusion of Sections 7:404, 7:407 subsection 2, 7:409 and 7:422 subsection 1 of the Dutch Civil Code and moreover if, at Client's request, the Service is performed by a specific person employed at Visser Legal, Client's contracting party is exclusively Visser Legal.

4. Engaging third parties

- 4.1 Visser Legal is entitled to engage third parties of which Visser Legal will inform Client. The costs of these third parties will be for Client's account.
- 4.2 Visser Legal will always observe due diligence when engaging third parties.
- 4.3 If in connection with the Service the third parties engaged by Visser Legal limit their liability, Visser Legal is authorised to accept the liability limitation on behalf of Client.

5. Liability

- 5.1 Any liability of Visser Legal resulting from or in connection with the Service and/or the Agreement will be limited to the amount which in resulting case is paid out on account of the agreed professional liability insurance (being a maximum of € 2,500,000 per claim). A copy of the current policy including the terms and conditions is filed for inspection at Visser Legal's office in 's-Hertogenbosch.
- 5.2 Visser Legal is never liable for damages of third parties as a result of the execution of the Agreement.
- 5.3 This limitation does not apply in case of intentional or wilful recklessness on the part of one or more lawyers of Visser Legal.
- 5.4 Visser Legal's directors, shareholders and/or employees are never individually liable towards Client for suffered damages by Client.
- 5.5 Visser Legal is not liable for shortcomings of and/or causing damage by third parties engaged by it.
- 5.6 Visser Legal is not liable for damage caused by incompleteness and inadequacy of information provided by or on behalf of Client.
- 5.7 Client, as well as all companies affiliated with it, shall not, during the term of the Agreement and for a period of two (2) years after termination of the Agreement, enter into an employment agreement or any other agreement, in any form whatsoever, with employees of Visser Legal, nor induce employees of Visser Legal to terminate their employment agreement with Visser Legal, without the prior explicit written consent of Visser Legal. The term "employees" shall also include former employees of Visser Legal who were employed by Visser Legal during the six (6) months preceding the relevant period.

In case of a breach of this prohibition or of the content of this clause, Client shall owe Visser Legal an immediately payable fine in the amount of €25,000, increased by €2,500 for each day or part of a day that the breach continues, without prejudice to Visser Legal's right to claim compensation for the losses suffered or to be suffered, and without prejudice to Visser Legal's right to demand performance of these General Terms and Conditions.

6. Fees and expenses

- 6.1 Unless communicated to Client in writing or otherwise by Visser Legal, the fee will be calculated by multiplying the number of hours worked by the - differentiated - hourly rate communicated to Client. Value added tax will be added to the obtained amount. In addition to the fee, Visser Legal will pass on to Client all corresponding charges such as disbursements, office expenses and other expenses.
- 6.2 Visser Legal is entitled to request Client for a deposit or to request Client to sign a continuous direct debit amount, before proceeding to perform the Service.
- 6.3 In the event the Client is in default under the Agreement, Client is obliged to provide security to Visser Legal for its payment obligations, at the first request of Visser Legal.

7. Payment

- 7.1 Invoices have to be paid in full within seven (7) calendar days after the invoice date by means of a wire transfer to the bank account designated by Visser Legal. If Client chooses for direct debit by signing a continuous direct debit amount, the amount of the invoice will be debited from the bank account of Client within fifteen (15) days after the invoice date, unless Client expresses his/hers grounded objections against the invoice within the afore-mentioned period of fifteen (15) days.
- 7.2 In case the payment term mentioned in paragraph 7.1 is exceeded:
 - Client is in default from the eighth day after the date of the invoice, and therefore is indebted statutory interest on the outstanding amount, at least 12%.
 - Visser Legal is immediately authorised to suspend the Service/Agreement without such leading to any liability of Visser Legal.
- 7.3 If after expiration of the payment term as mentioned in article 7.1 of these terms and conditions payment is not forthcoming and Visser Legal initiates extrajudicial collection measures, Client is indebted the extrajudicial collection charges, being 15% of the due sum with a minimum of € 200.-.
- 7.4 If after notification Visser Legal initiates extrajudicial collection measures, Client is required to reimburse the actual costs incurred (therefore not only the so-called liquidated costs), which cohere with the concerned measures and procedure(s), including the number of hours engaged in debt collection measures at the hourly rate stipulated in article 6.1 of these terms and conditions.

8. Language

These terms and conditions are available in multiple languages. If ambiguities arise about the content of these terms and conditions, the Dutch text of these terms and conditions shall prevail.

9. Applicable law and competent court

- 9.1 All the agreements between Visser Legal and Client are subject to Dutch law.
- 9.2 All disputes between Visser Legal and Client will, if legally possible or by legal conduct, be exclusively judged and settled by the Court Oost-Brabant, location 's-Hertogenbosch.
- 9.3 Notwithstanding the provisions of Article 9 paragraph 2 of these general terms and conditions, Visser Legal reserves the right to summon the Client before the competent court in the district where the Client is domiciled or established.

10. Final article

All clauses in these terms and conditions have also been drawn up for the benefit of the employees, directors and shareholder(s) of Visser Legal. In case a clause of these terms and conditions should be null and void, or be nullified, all other clauses will remain in full force. The void or nullified clause will then be interpreted in such a way as to approximate its original purport as closely as possible to allow the parties to rely on it.