

General Conditions

(version: January 2025)

1. Adnani & Van den Eeckhout Advocaten B.V. (hereinafter referred to as “AvdE”) is a limited liability company focused on the practice of law and specializing in labor law.

2. The terms of these general conditions apply to every assignment, including any follow-up, modified, or additional assignments, given to AvdE, as well as to all legal relationships arising from or in connection with it. AvdE can only be represented by its affiliated attorneys. AvdE is obligated to identify its clients/customers and report unusual transactions (to prevent money laundering and terrorist financing).

3. The terms of these general conditions also apply to any legal relationships in which a party may be involved, whether inside or outside the boundaries permitted by these conditions, based on the advice stemming from or related to legal relationships as described in article 2.

4. These general conditions are stipulated for the benefit of the attorneys and other employees of AvdE (and, where applicable, their personal partnerships), as well as any third party, whether or not employed by AvdE, who may be engaged in the performance of any assignment or may be liable in connection therewith.

5. An assignment is accepted exclusively by AvdE, even if it is expressly or implicitly intended that the assignment will be carried out by a specific attorney. Notwithstanding articles 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code, those working for or on behalf of AvdE, whether employed or not, are not personally bound or liable.

6. The performance of assignments is solely for the benefit of the client. Unless explicitly and in writing accepted by AvdE, others than the client may not rely on the results of the work performed for the client or its execution and cannot derive rights from it.

7. When engaging a third party, AvdE will exercise due care and, where appropriate, consult the client regarding the selection of the third party, to the extent that this is customary or reasonable in the relationship with the client, except in cases involving the engagement of a bailiff. AvdE is authorized to accept conditions imposed by or applicable to the third party. AvdE may enforce these conditions against the client with respect to the third party's execution of the assignment. The third parties include any bailiffs, tax advisors, other (non-Dutch based) specialists, or others engaged by AvdE. AvdE's liability for any failure by the third parties it engages is excluded. The client authorizes AvdE to accept any liability limitations imposed by third parties on their behalf.

8. Unless otherwise agreed in writing, the fee will be determined based on the hours worked, multiplied by the applicable rates set by AvdE from time to time. Expenses paid on behalf of the client will be billed separately. All amounts mentioned are exclusive of VAT.

9. AvdE is entitled to unilaterally adjust the rates of its attorneys once a year. In such a case, AvdE will inform the client, observing a reasonable notice period.

10. The services will generally be billed to the client on a monthly basis. The payment term is 14 days from the date of the invoice. If another party (the debtor) assumes responsibility for the services rendered on behalf of the client, the client remains fully responsible for that debtor. In the event of late payment, AvdE is entitled, without further notice of default, to charge statutory interest and 3% collection costs. A deposit may be requested for services already rendered or to be rendered. Work may be suspended if no deposit is available to cover it. Any deposit will be credited against the final invoice.

11. Any liability arising from or in connection with the execution of an assignment is limited to the amount paid out by AvdE's professional liability insurance for the relevant case, plus the applicable deductible under that insurance. If, for any reason, no payout is made under the insurance, liability is limited to the amount paid by the client to AvdE in the relevant case during that calendar year, up to a maximum of EUR 25,000. This limitation or exclusion of liability does not apply if the damage is a result of willful reckless or intentional misconduct by AvdE.

12. Notwithstanding the provisions of article 6:89 of the Dutch Civil Code, all claims and other rights of the client or third parties against AvdE must be brought before the competent court within one year after the client became or reasonably could have become aware of the existence of these rights. In any case, such rights and claims expire two years after the completion of the services performed by or on behalf of AvdE.

13. In the event of a complaint, reference is made to AvdE's Complaints Procedure, which can be requested from one of the attorneys.

14. AvdE does not have a client trust foundation and does not maintain a client trust account.

15. The legal relationship between the client and AvdE is governed by Dutch law. All disputes arising from this legal relationship will exclusively be decided by the competent court in Amsterdam.

16. These general conditions are drafted in both Dutch and English. In the event of a dispute over interpretation, the Dutch version will be binding.