



IDLegal

GENERAL TERMS AND CONDITIONS OF IDLEGAL

- 1.** When in these general terms and conditions of IDLegal (the "Terms & Conditions") IDLegal is used, it shall mean the law firm of Ingelise Driehuis, having its registered office at Binnenhof 7, 2201 KR Noordwijk, the Netherlands. In its practice of law, IDLegal may, from time to time, be assisted by third parties engaged by it in the performance of assignments given by a client.
- 2.** These Terms & Conditions shall apply to (a) each assignment received by IDLegal from a client and which have been confirmed by IDLegal in writing or which are performed by IDLegal and (b) each service rendered by IDLegal to a client. If a client is a professional party, the applicability of the provisions of articles 6:227b paragraph 1, 4 and 5 and 6:227c of the Dutch Civil Code is explicitly excluded.
- 3.** IDLegal shall exercise due care when performing a client's assignment and when selecting a third party for the performance of an assignment given by a client.
- 4.** **a.** If an event occurs with respect to the performance of an assignment which leads to IDLegal's liability, IDLegal's liability towards the client shall, irrespective of the legal basis for a claim, be limited to the amount which is paid out under the professional liability insurance taken out by IDLegal in the matter concerned, to be increased with the amount of the deductible which must be borne by IDLegal in the matter concerned. An event as referred to in the previous sentence also includes a failure to act.

b. If, irrespective of the reason thereof, the professional liability insurance referred to in article 4.a does not pay out, IDLegal's liability shall be limited and maximized to the last amount invoiced by IDLegal in the matter concerned, exclusive of VAT, disbursements and costs.

c. The limitation of liability referred to in this article 4 shall not apply in the event of gross negligence (in Dutch: "*bewuste roekeloosheid*") or willful intent (in Dutch: "*opzet*") of IDLegal.
- 5.** The provisions of these Terms & Conditions are not only made for the benefit of IDLegal but also for third parties engaged by IDLegal in the performance of an assignment given by a client. IDLegal shall not, irrespective of the legal basis for a claim, be liable for mistakes made by and/or the non-performance of third parties engaged by it. If third parties as referred to in this article 5 wish to limit their liability, IDLegal is hereby authorized by the client to accept such limitation of liability on the client's and its own behalf.
- 6.** IDLegal shall charge an hourly rate which is exclusive of office charges, disbursements, expenses, travel expenses, costs of third parties, costs of a bailiff, court fees and other similar costs and exclusive of VAT. If a fixed fee for an assignment or a series of assignments is agreed, it is exclusive of office charges, disbursements, expenses, travel expenses, costs of third parties, costs of a bailiff, court fees and other similar costs and exclusive of VAT.
- 7.** IDLegal shall invoice on a monthly basis. Payments shall be made within 14 calendar days from the invoice date to the bank account indicated by IDLegal, unless agreed otherwise in writing. Unless agreed otherwise in writing, a client shall pay the invoices of a third party engaged by IDLegal in the performance of an assignment directly to that third party.
- 8.** These Terms & Conditions have been drafted in the Dutch and English language. In the event of a conflict or inconsistency between the Dutch or English version of the Terms & Conditions, the Dutch version of the Terms & Conditions shall prevail.

9. If a client has a complaint with respect to the services rendered by IDLegal, this complaint shall be handled in accordance with the Complaints Settlement Procedure of IDLegal which may be consulted on IDLegal's website (www.idlegal.nl). The Complaints Settlement Procedure of IDLegal applies to: (a) each assignment given by a client and which has been confirmed in writing by IDLegal and (b) each service rendered by IDLegal to a client.

10. IDLegal has prepared a privacy statement regarding the manner in which IDLegal complies with the General Data Protection Regulation and associated Dutch implementation rules and regulations.

11. The legal relationship between IDLegal and a client shall be governed by Dutch law, without its conflict of law provisions.

12. Any disputes which may arise between IDLegal and a client, including disputes regarding the formation of contract and the performance of the assignment, (the amount of) invoices or these Terms & Conditions, shall be submitted in first instance to the exclusive jurisdiction of the competent court in The Hague, the Netherlands.

Annexes:

1. Complaints Settlement Procedure of IDLegal
2. Privacy statement of IDLegal