



## **General Terms and Conditions of M2 Advocaten**

1. M2 Advocaten is a private limited liability company, seated in Amsterdam and registered with the Register of Companies under No. 57513449. M2 Advocaten is understood to mean the private limited liability company as well as the attorneys, both jointly and each individually, and any other persons and/or legal entities associated with M2 Advocaten.

2. These General Terms and Conditions apply to any order for the performance of services which comes about between M2 Advocaten and the principal, any change or addition to it, as well as all and any (legal) acts in preparation and for the performance of such order, any follow-up orders and all other work. Principal is understood to mean the person or legal entity which gives the order or on behalf of which the order for the performance of work is given to M2 Advocaten, if and to the extent that an order is given by or on behalf of multiple principals, said principals are severally liable vis-à-vis M2 Advocaten for the performance of the obligations.

3. All the orders are accepted and performed exclusively by M2 Advocaten while setting aside Article 7:404 Dutch Civil Code and Article 7:407(2) Dutch Civil Code, also if it is (tacitly) intended that an order will be performed by a specific person.

4. The principal can pay the fees for the work of M2 Advocaten in the following ways:

a. by paying a fixed rate agreed beforehand; in that case M2 Advocaten will forward a quote to the principal of the fixed rate against which M2 Advocaten will perform the work described in the quote. If more and/or other work is performed than described in the quote (additional work) by reason of a request of the principal, unforeseen circumstances, or because M2 Advocaten finds this necessary for due performance of the order, such additional work will be invoiced to the principal on the basis of the hours worked at an hourly rate to be set by M2 Advocaten.

b. By payment of fees which are determined by the hours worked by M2 Advocaten to be multiplied by the hourly rate determined by M2 Advocaten.

c. By means of another arrangement laid down in writing concerning the fees.

5. Next to the fees the cost required for the case-file will be invoiced separately. Expenses are understood to mean inter alia costs for document retrieval (excerpt from registers of companies, cadastral excerpts, deeds and the like), third party fees (bailiffs, experts and the like), travel expense, court fees and other costs. Court fees and all the other costs stated will not be paid in advance by M2 Advocaten, save agreed otherwise. M2 Advocaten will inform the principal in time, if the principal owes court fees or other costs as well as inform the principal about the payment deadline. The principal must then ensure that the costs will be paid timely. If the principal wishes to pay the costs through M2 Advocaten, M2 Advocaten will forward an advance invoice to the amount of the costs and the principal must ensure

that the sum of the costs has been paid into the account of M2 Advocaten by 4 business days before the payment deadline. M2 Advocaten is not liable, if any rights of the commissioner lapse and/or the commissioner incurs damage because the commissioner has not (timely) paid the court fees or any other costs directly or not paid to M2 Advocaten by 4 days before expiry of the payment time-limit.

6. M2 Advocaten is always entitled to demand prior to or in continuation of its services from the principal one or more deductible advances. Save agreed otherwise the advance will be deducted from the final invoice of the order in question. Furthermore M2 Advocaten is entitled to deduct the advance from unpaid invoices of the principal for the order in question or any other orders.

7. The payment time-limit of invoices is 14 days following the date of invoice. Payment should be made in the manner stated in the invoice and will only result into discharge of the principal if it has been made by paying into one of the bank accounts put in the name of M2 Advocaten. Failing payment within the time-limit as set, the principal will be in default, without any further notice of default being required, and the principal will owe the legal (commercial) interest. Furthermore the principal will owe extrajudicial collection costs to the amount of 15% of the principal sum raised with late payment interest. In case of non-payment or not timely payment of invoices, regardless whether they relate to work, advances or disbursements, M2 Advocaten is entitled to suspend or terminate its activities, without prejudice to the obligation of the principal to timely pay the outstanding invoices and the ones still to be sent. M2 Advocaten is not liable for any damage incurred by the principal by reason of said suspension of activities by reason of not timely payment.

8. Any liability of M2 Advocaten is limited to the amount paid in the occurrence under the business liability insurance.

9. If and to the extent that for any reason whatsoever no payment takes place under said business liability insurance, the liability referred to above is limited to EUR 25,000, or if the fees charged by M2 Advocaten for the performance of the order in question are higher, to the amount of said fees up to a maximum of EUR 50,000.-.

10. All the claims of the principal will be invalid, if they have not been filed in writing and with reasons with M2 Advocaten within 2 years after the principal knew or could reasonably know the facts on which the claim is founded, and in any case within 3 years after the invoice last sent relating to the order in question.

11. The choice of any third parties to be contracted by M2 Advocaten will be made, where possible, in consultation with the principal with due account of the required care. M2 Advocaten is not liable for any failures of such third parties. The principal herewith authorizes M2 Advocaten to accept on his behalf any liability limitations stipulated by third parties.

12. The performance of the order given is made exclusively for the sake of the principal. Any third parties cannot derive any rights from the content of the work performed.

13. If the principal communicates the content of the work performed by M2 Advocaten for him to third parties, the principal is held vis-à-vis M2 Advocaten to inform such third party that the work is performed under applicability of these General Terms and Conditions. If a third party uses the content of such work in any manner, such third party is bound by the content of these General Terms and Conditions. Furthermore the principal will ensure that the third party explicitly accepts these general terms and conditions and will inform M2 Advocaten hereof.

14. These general terms and conditions have also been stipulated for the sake of all and any persons involved in the performance of the order on behalf of M2 Advocaten.

15. If one or more of the provisions of these General Terms and Conditions are invalid or cancelled, the other provisions of these General Terms and Conditions will continue to apply in full. Applicability of any other general terms and conditions, such as the ones of the principal is explicitly rejected.

16. The agreement between the principal and M2 Advocaten is governed by Dutch law. Any disputes will exclusively be settled by the competent court in Amsterdam.

17. These General Terms and Conditions have been deposited with the Chamber of Trade and Industry in Amsterdam.