

GENERAL TERMS AND CONDITIONS COMP.lawyers (version August 2022)

Article 1. Scope

1. **COMP.lawyers** is a costs partnership (*kostenmaatschap*) formed under Dutch law and registered with the Chamber of Commerce for Amsterdam under number 86698125, between limited-liability legal entities that each operate as an attorneys' practice at their own expense and risk ('**Attorney**' or '**Attorneys**'). In entering into, performing, and terminating contracts, attorneys who trade under the name COMP.lawyers bind only themselves and not COMP.lawyers or other Attorneys.
2. These general terms and conditions ('**General Conditions**') can be read at www.complawyers.nl. They apply to all instructions, including follow-up, changed, or supplemental instructions (together '**the Instructions**') that a **Client** gives to an Attorney ('**Engaged Attorney**'). Any general terms and conditions of the Client shall not apply unless and to the extent expressly agreed otherwise.
3. These General Conditions may be amended or replaced at any time. In such a case, the Client shall be notified in good time. The amended General Conditions shall then form part of the Instructions, unless within 14 days following notification, the Client indicates they are not willing to accept the changes.

Article 2. Instructions

1. Only the Engaged Attorney is engaged to act for the Client, even in cases where Instructions are performed (in part) by another Attorney.
2. Instructions given to an Engaged Attorney do not constitute a contract of employment. There is no relationship of authority between the Client and the Engaged Attorney.
3. The liability of any persons connected at any time to the Engaged Attorney is expressly excluded. Such persons include directors, employees, advisers, interns, temporary workers, and freelancers. This provision also applies to legal successors under universal title.
4. The application of Book 7 Article 404 (with a provision in the event that it is intended that Instructions be performed by a specific person) and Article 407 (2) of the Dutch Civil Code (concerning joint and several liability in the event that Instructions are given to two or more persons) is excluded. The Client acknowledges that the Engaged Attorney may have all or part of the Instructions performed by another Attorney (possibly at a different hourly rate) or by a third party. This shall be done as far as possible in consultation with the Client and with the necessary duty of care. The Engaged Attorney is entitled to accept any limitations of liability stipulated by these other Attorneys and/or third parties on behalf of the Client.
5. Instructions shall be performed entirely for the benefit of the Client. No third party may derive any rights thereunder. The Client indemnifies the Engaged Attorney, COMP.lawyers and other Attorneys connected with COMP.lawyers and any of persons engaged by any of them against any third-party claims and related costs for legal representation arising from or connected with the Instructions and/or the work performed for the Client.
6. The Instructions constitute only a best endeavours obligation and no obligation to achieve a particular result.
7. The Engaged Attorney is entitled to terminate the work with immediate effect if the Client fails to provide the requested information or is in breach of any payment or other obligation or hinders the proper performance of the work.

Article 3. Fees, costs, and advance payment

1. For the performance of the Instructions, the Client owes the fee and the costs reasonably incurred in connection with the said performance, such as travel and accommodation costs, the costs payable to engaged third parties, court fees, photocopying costs and other office costs, bailiff's fees, translation costs, print outs from public registers, etc. plus VAT thereon.
2. Unless otherwise expressly agreed in writing the fee is calculated by the number of hours spent on the case multiplied by the relevant hourly rate. The hourly rates are dependent upon the experience and degree of specialisation of the Engaged Attorney(s) and the nature of and amount at stake in the Instructions.
3. The hourly rate will be periodically increased, normally per calendar year.
4. The Engaged Attorney may at any time invoice an advance payment and/or request security for payment of their claims and can decide not to commence or continue the performance of the Instructions until the advance payment or security has been made. If the Client continues in breach of requirement to make an advance payment or provide security, the Attorney is entitled to terminate or suspend performance of the Instructions. All loss incurred by the Attorney due to any such suspension and/or termination must be compensated by the Client. Any advance payment shall be set off against the most recent invoice for the Instructions to which the advance payment relates.

Article 4. Invoicing and payment

1. The Engaged Attorney shall normally invoice the Client monthly in arrears.
2. Payments must be made within 14 days of the invoice date. The full amount of the invoice must be paid, and the Client is not entitled to claim any suspension, discount or set-off of payments. Any objections by the Client should

be sent in detail in writing to the Attorney as soon as possible, and in any event within 14 days following the invoice date, subject to payment of the amount of the invoice that is not disputed.

3. If an invoice is not paid within the payment term, the Client is automatically in breach of contract and liable to pay statutory default interest. All judicial and extrajudicial collection costs incurred for the purposes of enforcing payment are the liability of the Client. The Client acknowledges that the Engaged Attorney may set off any funds received from third parties against any outstanding invoices.
4. If an invoice is not paid within the payment term, the Engaged Attorney is also entitled to suspend the performance of the Instructions once the Client has been notified of the intention to do this and has been given a reasonable period in which to meet their payment obligations. Neither the Engaged Attorney nor any other Attorney or third party hired by the Engaged Attorney is liable for any loss arising from such suspension.
5. The claim for payment of all amounts owed to the Engaged Attorney is immediately due and payable if and as soon as the Client is in breach, or control over the Client – through change of directorship, share transfer, or otherwise – changes, or the Client ceases all or part of their business, or in any way disposes of the same, or is declared bankrupt, applies for a moratorium, is declared to be subject to a statutory debt rescheduling scheme (WSNP), is the subject of an application for receivership, or if any part of their goods are made subject to an attachment order, or if an administration order is made against all or any of their assets and/or they lose control and /or right of disposal over any or all of their assets, or if the Client – being a limited partnership or private limited company – goes into liquidation or is dissolved.

Article 5. Liability

1. Since Instructions are given to the Engaged Attorney, COMP.lawyers and the other Attorneys are not liable to the Client for the performance of the Instructions by the Engaged Attorney.
2. If in the performance of the Instructions anything occurs that gives rise to liability, then any such liability is limited to the amount that is paid out in the relevant case under the professional liability insurance taken out by the Engaged Attorney, less the own risk under that policy. This is notwithstanding the other exemption clauses in these General Conditions. The Attorneys of COMP.lawyers are insured against liability for the amounts and conditions that are normal in advocacy and the related sector. A copy of this policy will be supplied on request.
3. If for whatever reason no payment is made under the professional liability insurance, or a claim is not covered by the insurance, any liability is limited to no more than half the amount of the fees invoiced in the preceding 12 months in relation to the Instructions, excluding VAT. This limitation of liability will not be invoked where the loss is caused by any deliberate act or gross negligence on the part of the Engaged Attorney. Liability for commercial loss, consequential loss, or indirect loss is always excluded.
4. If Instructions are given by more than one Client, then the limitation of liability under these General Conditions applies to all Clients together. In the event of liability, it is a matter for the Clients as to how they divide the amount paid out between themselves.
5. The right to compensation is lost if no case is filed with the competent court within one year following the date on which the facts giving rise to the claim were known, or ought reasonably to have been known, to the Client. This is without prejudice to the duty of the Client to complain pursuant to Book 6 Article 89 of the Dutch Civil Code.
6. Notwithstanding the other exemptions set out in these General Conditions, all liability is excluded for loss that:
 - a. is caused by third parties engaged in the performance of the Instructions, unless such third party was hired by the Engaged Attorney for the Instructions and the Client can demonstrate that the Engaged Attorney failed to act with sufficient care in the choice of such third party;
 - b. is a consequence of incorrect or incomplete information having been supplied to the Engaged Attorney or to hired third parties or employees, unless the inaccuracy or incompleteness should have been obvious and the Engaged Attorney, third party or employee failed to notify the Client about this inaccuracy or incompleteness;
 - c. is the result of damage to or loss of information during the transfer of information;
 - d. arises from the unauthorised access by third parties to information pertaining to the Instructions or the Client;
 - e. is not notified in writing within two months after the Client discovered, or ought reasonably to have discovered, the loss.
7. Notwithstanding the above, conditions that limit, exclude or determine liability that can be enforced by third parties against the Engaged Attorney, may also be enforced against the Client. If and insofar as in the performance of the Instructions the Engaged Attorney made use of third parties, the Client may not enforce greater rights against the Engaged Attorney than the Engaged Attorney may exercise against the relevant third parties.

Article 6. Confidentiality and information

1. All information that the Engaged Attorney receives from the Client and that is designated as confidential or that the Engaged Attorney should know has to be treated as confidential, shall be treated as such by the Engaged Attorney.
2. In performing the Instructions, the Engaged Attorney shall take appropriate measures to preserve the confidentiality of the information received from the Client.
3. The Client agrees to the electronic exchange of information (internet and e-mail) and acknowledges that despite all security precautions taken by the Engaged Attorney no absolute guarantee can be given that the information cannot be seen by unauthorised persons.

4. The Client guarantees that they will supply all information and documents that they know or ought reasonably to assume are, or could be, important for the Instructions. The Client guarantees that the information and documents they supply are accurate.
5. The Engaged Attorney may use the name of the Client and a short description of the work performed for reference for future client management and marketing purposes, insofar as this is not in conflict with Article 6.1 of these General Conditions.
6. The Engaged Attorney may be obliged by the Dutch Prevention of Money Laundering and the Financing of Terrorism Act to verify the identity of the Client and must report any unusual transactions as defined in this Act to the relevant authorities.
7. In the performance of the Instructions, the Engaged Attorney shall comply with all laws and regulations in the field of personal data protection. The Engaged Attorney is a controller (as defined in the General Data Protection Regulation) of the processing of the personal data that they receive from the Client in connection with the performance of the Instructions. The Engaged Attorney will themselves determine the purpose for, and means of, processing the personal data in the performance of the Instructions. The Engaged Attorney processes personal data that they receive from the Client for the purposes of performing the Instructions and in order to comply with their statutory obligations. The Engaged Attorney may, in connection with the Instructions or otherwise, process, store and distribute the personal data of the Client to anyone within the organisation for which the Engaged Attorney works (COMP.lawyers) in connection with the performance of the Instructions and for their client management. The Engaged Attorney does not process any information to perform the Instructions of the Client except where this is necessary having regard to the nature of the service. As controller, the Engaged Attorney shall not enter into any processor agreement with its Client. The Engaged Attorney shall only process the personal data further to the extent that this is consistent with the purpose for which the personal data was obtained.

Article 7. Storage of files

1. The Engaged Attorney stores files (that contain everything that records information, whether in paper form, electronically, or otherwise) and items that are in their possession by virtue of the Instructions for a period of seven years following the date of termination of the Instructions, once any documents from the file that the Engaged Attorney considers unnecessary for the archive file have been deleted and destroyed. The Engaged Attorney may store files and other items with a third party that takes sufficient security measures.
2. If within a period of seven years after termination of the Instructions the Client so requests, the Engaged Attorney shall return the stored documents or items at the cost of the Client, subject to any statutory obligations and rules of the Netherlands Bar Association under which the documents must be retained.
3. If within a period of seven years after termination of the Instructions no such request for return is received, the Engaged Attorney may destroy the documents and other items without further notice.

Article 8. Applicable Law and Jurisdiction

1. All contracts and legal relationships between the Client and an Engaged Attorney, as well as any disputes arising thereunder or connected therewith, are governed by Dutch law.
2. The Complaints and Dispute Settlement Scheme for the Legal Profession (Kantoorklachtenregeling Advocatuur) applies to the service. This is published on www.complawyers.nl.
3. The Court of Amsterdam is competent at first instance to hear any dispute between the Client and an Engaged Attorney. The Engaged Attorney is free to bring any dispute before the court with jurisdiction for the place where the Client has its registered office or place of business.

Article 9. Third-party clauses

1. Provisions in these General Conditions intended to create rights for the benefit of natural persons or companies other than the Engaged Attorney, are also intended as third-party clause made for no consideration, pursuant to Book 6 Article 253(4) BW of the Dutch Civil Code.