

Standard Terms & Conditions

1. Applicability

- 1.1 BAIS Legal B.V. ("BAIS Legal") is a law firm which provides legal services such as advice, litigation, interim solutions (in-house) and offers training on legal and/or compliance matters. BAIS Legal is registered in the Dutch Commercial Register of the Chamber of Commerce under number **70200092**. These standard terms and conditions shall apply on every retainer (*opdracht*) or other legal relationship between BAIS Legal and another party (the "client").
- 1.2 Any party other than the client that has been engaged by BAIS Legal to perform legal services in respect of an engagement on behalf of a client of BAIS Legal is authorized to challenge these standard terms and conditions.
- 1.3 These standard terms and conditions shall also apply in respect of any additional service or services performed for, and/or future engagements performed for a client of BAIS Legal.

2. Best interests and standard of care obligations

- 2.1 Insofar as is reasonably possible, BAIS Legal shall exercise due care in performing an engagement on behalf of a client of BAIS Legal.
- 2.2 The client must inform BAIS Legal about all facts and circumstances that may be of importance or relevance to enable BAIS Legal to provide its services. This means that the client must provide, for a minimum, the data and information which BAIS Legal considers to be of relevance. The client shall at all times remain responsible for the accuracy and completeness of the information provided.
- 2.3 Any contract for legal services by which BAIS Legal is engaged by a client will oblige BAIS Legal to perform to the best of its ability, however, this obligation will, under no circumstances, constitute a guarantee of certain results.

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3. Engagement of third parties

- 3.1 BAIS Legal may engage, where appropriate, the services of third party service providers to carry out legal or other services in respect of an engagement on behalf of a client of BAIS Legal.
- 3.2 BAIS Legal shall exercise due care in selecting and engaging the services of such third party service provider.
- 3.3 In accepting these standard terms and conditions, the client hereby authorizes BAIS Legal to accept any limitations of liability imposed by any third party service provider on its behalf.

4. Use of the Internet and e-mail

- 4.1. BAIS Legal strives to communicate with its clients in as efficient a manner as possible and shall, therefore, make the use of the Internet, e-mail, fax and other possible electronic means of communication. BAIS Legal will exercise due care to ensure the security of its electronic and communication systems , but BAIS Legal shall bear no liability for any damage or loss resulting from viruses, computer worms, spy software or any other threats to electronic systems transferred unintended and unconsciously by BAIS Legal.

- 4.2. All messages shall be sent unencrypted unless the client has requested explicitly otherwise in advance. BAIS Legal shall bear no liability for any damage or loss arising from any unauthorized receipt of messages by third parties.
- 4.3. In the event that the client does not receive a response by e-mail within a reasonable time or within the time agreed, the client shall verify whether the electronic communication to BAIS Legal has been interrupted/disrupted or delivery prevented in some manner. BAIS Legal shall bear no liability for any damage or loss arising from messages not received or delayed as a result of spam filters, interruptions/disruptions, breakdown or any other technical problems with electronic communication.

5. Limitation of liability

- 5.1 Any and all liability of BAIS Legal is limited to the amount payable, if any, under BAIS Legal's applicable professional indemnity insurance policy in the matter concerned, plus BAIS Legal's excess under that indemnity insurance policy. This liability includes both any acts and omission.
- 5.2 In the event that the professional indemnity insurer referred to under section 5.1 declines to make payment, irrespective of the reason, any and all liability of BAIS Legal shall be limited to the amount of fees paid to BAIS Legal (disbursements and VAT excluded) by the relevant client in respect of the engagement during the current year in question.
- 5.3 Contrary to section 5.2, in the event of *in-house* legal services the liability of BAIS Legal shall be limited to the amount of fees paid to BAIS Legal by the relevant client in respect of such services during the preceding three months of the year in question.
- 5.4 BAIS Legal shall bear no liability for the acts or omissions of third parties
- 5.5 The client will indemnify BAIS Legal against any possible claim filed by a third party who sustains damage or loss attributable to the performance of services by BAIS Legal on behalf of the client of BAIS Legal.
- 5.6 Without prejudice to section 6:89 of the Dutch Civil Code, any claim shall be unenforceable unless BAIS Legal has received written notification of such claim within and no later than six months after the event or circumstance that gives or is said to give rise to such claim.

6. Fees and invoicing

- 6.1. Professional fees shall be calculated by BAIS Legal on the basis of the number of hours worked by the attorney or attorneys in question multiplied by the relevant standard hourly rates or the hourly rates as previously explicitly agreed, unless BAIS Legal has unambiguously agreed to a fixed fee amount prior to commencing the relevant legal services. BAIS Legal is entitled to change the hourly rate or the fixed amount agreed and/or any calculated amounts, if, in the reasonable opinion of BAIS Legal it could not be reasonably expected that BAIS Legal perform the requested services within the hourly rate, fixed amount or calculated amount previously notified. BAIS Legal is entitled to agree with the client that the client must pay an advance before commencement of the services. All amounts are exclusive of VAT.
- 6.2. BAIS Legal shall charge the client separately for any disbursements or third party costs which have not been included in its rates. BAIS Legal shall not charge general office costs (usually 5-7 %).
- 6.3. In principle, BAIS Legal shall charge the client on a monthly basis, unless BAIS Legal and the client have agreed otherwise.

- 6.4. BAIS Legal is entitled to apply a set-off of unpaid fees owing to it by a client against any claims of the client in question.
- 6.5. The client must pay any invoice within 14 days of the date of the invoice without any suspension of payment or set-off.
- 6.6. Any and all judicial and extra judicial costs incurred by BAIS Legal in procuring or enforcing payment from the client shall be borne by the client.
- 6.7. BAIS Legal shall ensure that monies or other assets, not being advance payments, fees, costs and court fees, to be received on behalf of the clients, shall be paid to the client directly or deposited in a special purpose foundation used by BAIS Legal in respect of clients' monies (*stichting derdengelden*) pursuant to section 6.19 of the Dutch Bar Decree (*Verordening op de advocatuur*) of the Dutch Bar Association.

7. Intellectual property

- 7.1 All documents drawn up by BAIS Legal on behalf of the client, including, inter alia, advice, notes, procedural documents and / or articles, may not be provided to third parties - except with the express prior permission of BAIS Legal. All advices and/or other documents drawn up by BAIS Legal on behalf of the client are exclusively intended for the client and third parties may not rely on it.

8. Dutch version prevails

The Dutch text of these standard terms and conditions shall prevail to the extent of any difference between the English text and the Dutch text.

9. Applicable law

- 9.1. The legal relationship between the BAIS Legal and the client is governed exclusively by Dutch law.
- 9.2. Any and all disputes shall be exclusively decided by the competent court in the district of Utrecht, the Netherlands, without prejudice to the right to lodge an appeal to a higher court, including the Dutch Supreme Court (*cassatieberoep*).

10. Receipt and amendment of the standard terms and conditions

- 10.1 These standard terms and conditions are also available on the website of BAIS Legal www.baislegal.nl.
- 10.2 Upon request of a (potential) client BAIS Legal will provide a copy of these standard terms and conditions by electronic or ordinary mail.
- 10.3 BAIS Legal is entitled unilaterally to amend these terms and conditions from time to time. Amended terms and conditions shall be applicable to all new and any and all current engagements.

11. Internal complaints procedure

BAIS Legal has an internal complaints procedure within the meaning of section 6.28 of the Dutch Bar Decree (*Verordening op de Advocatuur*) which is part of every assignment between BAIS Legal and the client. The internal complaints procedure is available through the BAIS Legal www.baislegal.nl website and at the request of the client by e-mail and / or provided in writing to the client. Complaints which are not resolved internally after treatment by the internal complaints officer can be submitted to the civil courts to obtain a binding ruling.