

## **GENERAL TERMS AND CONDITIONS OF YUR ADVOCATEN B.V.**

### 1 GENERAL TERMS AND CONDITIONS

#### 1.1 General

- (a) These general terms and conditions apply to every contract for services between a client and YUR.
- (b) In these general terms and conditions, the following definitions apply:

**"YUR" means** YUR ADVOCATEN B.V., Chamber of Commerce number 24292190;

**"client" means** the person who instructs YUR;

**"person affiliated with YUR" means** any solicitor, legal assistant, insolvency assistant or other person working at YUR (on the basis of an employment contract or other basis), any shareholder of YUR and Stichting Beheer Derdengelden Yur Advocaten. Persons affiliated with YUR also include persons who were affiliated with YUR in the past and legal successors of persons affiliated with YUR or who were affiliated with YUR in the past; and

**"person"** means a legal entity or natural person.

- (c) These general terms and conditions are available in Dutch and English. In the event of any discrepancies or disputes regarding interpretation, the Dutch version shall prevail.
- (d) The information that must be provided in accordance with Article 6:230b of the Civil Code can be found at [www.yur.nl](http://www.yur.nl).

#### 1.2 Assignment

- (a) An agreement for services between a client and YUR is only concluded when YUR or a solicitor working for YUR accepts an assignment from the client to perform work.
- (b) An assignment from a client to a person affiliated with YUR does not result in an agreement with that person or any other person affiliated with YUR.
- (c) If the client wishes the work to be performed or continued by a specific person affiliated with YUR, YUR will comply with that wish as far as possible, taking into account the limitations imposed by its business operations and the wishes of other clients. The provisions of Sections 7:404 and 7:409 of the Civil Code do not apply.
- (d) If YUR has received an assignment together with another person, it is only liable for the fulfilment of the obligations that are expressly obligations of YUR. The application of Article 7:407(2) of the Civil Code is excluded.
- (e) The client shall provide YUR with the information that YUR or its shareholders or third parties or banks engaged by them require in order to comply with obligations to establish the identity of clients and related persons (including obligations under the Money Laundering and Terrorist Financing Prevention Act). YUR is obliged to report unusual transactions to the authorities.

- (f) As a result of legislation implementing Directive (EU) 2018/822, YUR is obliged, under certain circumstances, to provide information on reportable cross-border arrangements to the tax authorities.

### 1.3 Declarations

- (a) The client owes YUR the agreed fee. If no fee has been agreed, the client owes a fee in accordance with YUR's usual rates. Unless otherwise agreed, the fee will be charged on the basis of the applicable hourly rates, with a minimum time unit of 6 minutes. Unless otherwise stated by YUR, a fixed surcharge of 5% for office costs will be added to this fee.
- (b) Costs incurred by YUR (such as courier costs, travel and accommodation expenses, registration fees, court fees and costs, including interest, of persons and banks not affiliated with YUR) shall be borne by the client.
- (c) The fee owed by the client and any (office) costs owed by the client will, where applicable, be increased by value added tax (VAT) in accordance with the law, unless the client is established in another Member State of the European Union and has provided YUR with a valid VAT number or is established outside the European Union.
- (d) The client may notify YUR in writing of any objections to an invoice within thirty days of the invoice date. If no such notification is received, the invoice shall be deemed to have been accepted.
- (e) The client shall pay each invoice from YUR within fourteen days of the invoice date.

### 1.4 Liability

- (a) YUR's liability is limited to the amount paid out for the claim in question under an insurance policy taken out by YUR, plus the applicable excess. Liability for damage caused by an event not covered by insurance is limited to EUR 25,000.00.
- (b) Any claim for compensation shall lapse one year after the date on which the client became aware of the damage and of YUR's liability for it.
- (c) The professional liability of lawyers working for YUR is limited in accordance with the first sentence of paragraph 1.4(a) above. Their other liability and the liability of other persons associated with YUR is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person associated with YUR.
- (d) The client indemnifies YUR and persons affiliated with YUR against claims from third parties and other damage suffered by YUR or a person affiliated with YUR in connection with the assignment, insofar as the claim or damage exceeds the amount paid out under an insurance policy taken out by YUR, plus the applicable excess. The indemnification does not apply if the claim or damage arises from intent or deliberate recklessness on the part of YUR. A "third party" also includes any group company of the client, shareholder of the client, director and supervisory director of the client, any person working for or on behalf of the client and any family member of the client. This paragraph is an irrevocable third-party clause for the benefit of any person affiliated with YUR.

### 1.5 Engagement of third parties

- (a) In carrying out the assignment, YUR may engage persons other than those affiliated with YUR (such as couriers, bailiffs, translators, experts and foreign legal advisers) to the extent that this is desirable for the performance of the assignment. YUR may assign the assignment to the other party in its own name or as an authorised representative on behalf of the client.
- (b) The client is bound by the terms and conditions that YUR (in its own name or on behalf of the client) agrees with others engaged by it. YUR is not liable for damage resulting from acts or omissions of others engaged by it.
- (c) If YUR holds funds belonging to a client or a third party, the client is bound by the terms and conditions of the bank where the funds are held. YUR is not liable for damage resulting from any act or omission on the part of the bank. The previous two sentences apply mutatis mutandis if Stichting Beheer Derdengelden Yur Advocaten holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden Yur Advocaten.

### 1.6 Confidentiality and files

- (a) YUR and the client shall maintain confidentiality regarding the assignment and everything related to it, or of which they become aware by virtue of the assignment. YUR and the client shall take all reasonable measures to ensure that persons associated with them do the same.
- (b) The first sentence of paragraph 1.6(a) does not apply insofar as disclosure is required by law or a binding decision of a court or government body or, as far as YUR is concerned, insofar as disclosure is desirable for the performance of the assignment.
- (c) YUR shall retain its files and all documents and other data carriers in its possession in connection with the assignment for the statutory retention period. After that period, YUR may destroy documents without notifying the client.

### 1.7 Termination of the assignment

- (a) The client may terminate the assignment at any time, but only by giving written notice to its contact person at YUR.
- (b) YUR may terminate the assignment with fourteen days' notice, or with immediate effect if the client fails to pay an invoice within fourteen days of the payment date and, after receiving a reminder, still fails to pay within the period then set, but always only by giving written notice to the client.
- (c) Upon termination of the assignment, the client shall owe a fee for the work performed by YUR prior to the termination of the assignment, as well as for any work that YUR may need to perform after the termination in order to transfer the matter to the client or a third party.
- (d) The client's right to (partial) termination is excluded and YUR will never be obliged to refund any amounts already invoiced.

### 1.8 Applicable law; complaints and disputes

- (a) The contract for services (including paragraph 1.8(c)) and any non-contractual obligation arising from or related to that contract shall be governed exclusively by Dutch law.
- (b) The work of persons affiliated with YUR is subject to the YUR office complaints procedure, which can be found at [www.yur.nl](http://www.yur.nl).
- (c) Without prejudice to paragraph 1.8(b), the court in Rotterdam, the Netherlands, shall have exclusive jurisdiction to hear disputes arising from or in connection with the contract for services, including disputes concerning its existence and validity and non-contractual obligations.
- (d) Paragraphs 1.8(a) and (c) apply mutatis mutandis to non-contractual obligations of persons affiliated with YUR arising from or in connection with the contract for services. This paragraph is an irrevocable third-party clause for the benefit of each person affiliated with YUR.

### 2 PERSONAL DATA

- (a) Terms defined in the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**") shall have the same meaning in this Article 2 as in the GDPR.
- (b) The client indemnifies YUR and persons affiliated with YUR against claims from third parties and other damage suffered by YUR or a person affiliated with YUR in connection with the unlawful processing of personal data in the performance of the assignment, insofar as YUR has received this personal data from the client or on behalf of the client.
- (c) The client shall provide the data subject with the information required under the GDPR regarding the processing of personal data in the performance of the assignment. The client shall do so within the applicable period under the GDPR. YUR shall be the point of contact for data subjects who exercise their rights under the GDPR vis-à-vis YUR.
- (d) The client and YUR shall inform each other without undue delay as soon as they become aware of a breach in connection with personal data processed in the performance of the assignment. The client and YUR shall consult with each other before making any reports of a breach to a supervisory authority or to data subjects.
- (e) The client and YUR shall inform each other without undue delay as soon as they become aware of an investigation by a supervisory authority in connection with personal data processed in the performance of the assignment.

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