

Article 1: Applicability of the General Terms and Conditions

- 1.1 These general terms and conditions apply to all agreements concluded by ALDEN (the private limited liability company under Dutch law, ALDEN B.V., registered with the Dutch Chamber of Commerce under number 95249001) with a Client (the natural or legal person who has engaged ALDEN to perform services) and to all services performed by ALDEN and/or its associated attorneys and/or employees personally.
- 1.2 These general terms and conditions apply to all assignments given to ALDEN (including any follow-up, amended, or supplementary assignments), as well as to all legal relationships arising from or in connection therewith.
- 1.3 In the event of a discrepancy between the English text and the Dutch text of these general terms and conditions, the Dutch text shall be binding.
- 1.4 ALDEN is authorized to amend these general terms and conditions.
- 1.5 The applicability of any general terms and conditions referred to by the Client is expressly excluded.

Article 2: The Assignment

- 2.1 All assignments are exclusively accepted and carried out by ALDEN, to the exclusion of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code. This applies even if the Client expressly or implicitly provides the assignment with the intention that it be executed by a specific individual.
- 2.2 The execution of assignments is exclusively for the benefit of the Client. Unless explicitly and in writing agreed upon by ALDEN, no rights may be derived by third parties from the results of the services performed by ALDEN. The Client indemnifies ALDEN and its associated individuals against all claims by third parties in any way related to or arising from the assignment provided and/or the services performed. This indemnification also includes the costs of legal assistance.
- 2.3 The Client hereby grants ALDEN permission to disclose (whether or not in connection with the assignment) information known to ALDEN to third parties engaged by ALDEN who require access to such information for the purpose of handling the assignment or maintaining the relationship, and to use all standard communication methods in this context.
- 2.4 ALDEN is authorized to engage third parties in the name and on behalf of the Client, without requiring further actions from the Client (such as granting powers of attorney) in specific cases. ALDEN is not liable for any act or omission of such third parties, notwithstanding the provisions of Article 6:76 of the Dutch Civil Code.
- 2.5 In derogation of Article 7:408(2) of the Dutch Civil Code, ALDEN is entitled to terminate an assignment at any time, subject to the applicable rules of conduct for attorneys. Upon termination, the Client must at least compensate the work performed up to that point and the additional costs, such as disbursements.

Article 3: Fees and Costs

- 3.1 The fee is calculated based on the time spent multiplied by the applicable hourly rate, unless otherwise agreed in writing. In addition to the fee, disbursements (such as court fees, travel expenses, and costs of external experts) and VAT may be charged.
- 3.2 ALDEN may require an advance payment before commencing or continuing work. Advances are settled with the final invoice for the assignment.
- 3.3 If multiple natural or legal persons act as Client, they are jointly and severally liable for fulfilling (payment) obligations.
- 3.4 ALDEN is authorized to revise and adjust the hourly rate annually on January 1.
- 3.5 Invoices must be paid within 14 days of the invoice date, unless a longer payment term is stated on the invoice. The Client is in default by operation of law if the invoice is not paid within the payment term and is then liable for statutory interest.
- 3.6 If the Client disputes the invoice, they must submit a written complaint to ALDEN within 30 days of the invoice date. Failing this, the invoice is deemed to have been accepted as correct.
- 3.7 The Client is not entitled to set off or suspend payment obligations.
- 3.8 If the Client is in default, they are liable for all costs incurred by ALDEN to compel the Client to fulfill their obligations.

Article 4: Limitation of Liability

- 4.1 Any liability of ALDEN and its employees, including individual attorneys, is limited to the amount paid out under ALDEN's professional liability insurance in that case, plus the applicable deductible. This insurance complies with the requirements of the Dutch Bar Association. Upon written request, ALDEN will provide the Client with a copy of the policy.
- 4.2 If the professional liability insurer does not provide coverage for any reason, liability is limited to the fees charged by ALDEN for the specific assignment, up to a maximum of €25,000.
- 4.3 ALDEN is not liable for indirect damage, such as consequential loss, data loss, profit loss, or damage to parties other than the Client. ALDEN is also not liable for damage arising from cyber risks, such as data breaches or hacking incidents.
- 4.4 The Client indemnifies ALDEN and its employees against all possible third-party claims relating to the work performed for the Client, unless the damage results from intent or gross negligence by ALDEN or its employees.
- 4.5 Claims for damages expire 12 months after the work to which the claim relates has been performed unless earlier expiration is stipulated by law. If the Client has discovered or should reasonably have discovered a possible ground for liability, they must notify ALDEN in writing, substantiated, within three months, failing which the right lapses. Any claim expires 12 months after such notification unless a claim has been brought before the competent court.

Article 5: Governing Law and Disputes

- 5.1 All legal relationships arising from (or in connection with) these general terms and conditions between ALDEN and the Client are governed by Dutch law.
- 5.2 All disputes concerning the formation and execution of the agreement, the quality of services, or the amount of the invoice shall be submitted to the competent court in Oost-Brabant.

Article 6: Miscellaneous

- 6.1 ALDEN cannot receive third-party funds as it does not have a foundation for third-party funds.
- 6.2 All assignments given to ALDEN are subject to ALDEN's complaints procedure, which is available at www.aldenlaw.nl.
- 6.3 These general terms and conditions are also available at www.aldenlaw.nl.