

## General terms and conditions of Avia Pervia B.V. (Halprin Law)

### 1. General

- 1.1. Halprin Law is the trade name of Avia Pervia B.V., having its registered office in Amsterdam and registered with the Commercial Register of the Dutch Chamber of Commerce under number 88392546 ("Halprin Law").
- 1.2. These General Terms and Conditions apply to all assignments to and all services provided by or on behalf of Halprin Law.
- 1.3. In these general terms and conditions, the following definitions shall apply:

Halprin Law: Avia Pervia B.V.;

Client: the (legal) person granting an assignment to Halprin Law;

a person affiliated with Halprin Law: any attorney or other (legal) person who, whether employed or not, works or has worked in the past for Halprin Law, any current or former shareholder of Halprin Law.

- 1.4. Halprin Law does not have a trust account (*derdengeldenrekening*) and cannot receive funds on behalf of clients.

### 2. The Agreement

- 2.1. These general terms and conditions apply to all agreements of assignment established between a client and Halprin Law (including additional assignments), as well as to the phase preceding the establishment of an agreement of assignment.
- 2.2. All assignments shall be deemed to have been exclusively given to, accepted by and performed by Halprin Law, even if it is intended that an assignment be performed by a particular person associated with Halprin Law. The effect of articles 7:404 and 7:409 of the Dutch Civil Code is excluded.
- 2.3. If Halprin Law has received an assignment together with another (legal) person or firm, Halprin Law shall only be liable to fulfill those obligations which are expressly obligations of Halprin Law. The effect of article 7:407 paragraph 2 of the Civil Code is excluded.

- 2.4. After consultation with the client, Halprin Law will determine by which employees the assignment will be performed under its responsibility. In case of absence or inability to act, Halprin Law is free to have the assignment performed by (an) other lawyer(s).
- 2.5. The client may terminate the assignment at any time, but only by written notice to his/her contact person at Halprin Law.
- 2.6. Halprin Law may terminate the assignment subject to seven days' notice, or with immediate effect if the client fails to pay a bill within fourteen days of the payment date, but always only by written notice to the client.
- 2.7. If the assignment ends, the client shall be liable for the fee for work performed by Halprin Law prior to the end of the assignment, and for any necessary work to be performed by Halprin Law after the ending of the assignment in order to transfer the matter to the client or a third party.
- 2.8. The performance of assignments given to Halprin Law shall be exclusively for the benefit of the client. Third parties may not derive any rights from the content of the execution of work performed for the client.
- 2.9. If the client provides any (written) advice given by Halprin Law, procedural documents prepared and/or the content of other services to third parties, the client shall be obliged vis-à-vis Halprin Law to point out to that third party that the work was performed under the applicability of these general conditions. The third party shall not be entitled to use the information provided without Halprin Law's prior written consent. If consent is given, the third party will be bound by the contents of these general conditions.

### **3. Liability**

- 3.1. Any liability of Halprin Law is limited to the amount paid out in the relevant case under its professional liability insurance policy, to be increased by the amount of the deductible payable by Halprin Law under the applicable insurance policy in the relevant case. If, for any reason whatsoever, no payment is made under the insurance referred to in the previous sentence, any and all liability will be limited to three times the amount charged by Halprin Law and paid by the client in the relevant case in the relevant year, up to a maximum of EUR 25,000.
- 3.2. Any claim for damages will lapse one year after the day on which the client became aware or could reasonably have become aware of the damages and of Halprin Law's liability, and will in any event lapse three years after this moment.
- 3.3. The professional liability of attorneys working at Halprin Law is limited in accordance with the first sentence of Article 3.1 above. Any other liability and the liability of other persons associated with

Halprin Law is excluded. This paragraph is an irrevocable third-party clause for the benefit of any person associated with Halprin Law.

- 3.4. The client shall indemnify Halprin Law and persons affiliated with Halprin Law against third-party claims and other damages suffered by Halprin Law or any person affiliated with Halprin Law in connection with the assignment, to the extent that the claim or damage exceeds the amount paid out under an insurance policy taken out by Halprin Law, plus the applicable deductible. A "third party" is also any group company, shareholder, director or auditor of the client, any person working at or for the client, or any relative of the client. This paragraph is an irrevocable third-party clause for the benefit of any person associated with Halprin Law.

#### **4. Engagement of third parties**

- 4.1. Halprin Law is authorized to engage third parties (including, but not limited to, other lawyers, couriers, translators, experts and foreign legal advisors) not affiliated with Halprin Law in the performance of the assignment. In doing so, Halprin Law will consult with the client in advance to the extent possible. Halprin Law will in any event exercise due care in the selection of the third parties to be engaged. Halprin Law will in no event be liable for any errors made by such third party. By giving Halprin Law an assignment, the client authorizes Halprin Law to accept, on behalf of the client, limitation of liability by a person not affiliated with Halprin Law. Halprin Law may give the assignment to the third party in its own name or as agent on behalf of the client.
- 4.2. The client is bound by the terms and conditions Halprin Law agrees with third parties it engages. Halprin Law is authorized to accept, also on behalf of the client, clauses limiting liability used by these third parties.
- 4.3. Halprin Law bears no responsibility for the manner in which third parties engaged by it perform their work and shall not be liable for any shortcomings of such third parties, damages arising from any act or omission of third parties engaged by it.
- 4.4. The client agrees that Halprin Law may use digital means of communication and data storage services, whether or not offered by third parties, in communications. Halprin Law shall not be liable for any damages resulting from the use of such services.

#### **5. Fees and billing**

- 5.1. For the execution of an assignment, the client shall be due the fee agreed upon in writing. Unless otherwise agreed in writing, the fee will be determined on the basis of hours worked multiplied by the applicable rates as may be established by Halprin Law from time to time. In giving an assignment to Halprin Law, the client accepts that Halprin Law is entitled to change its rates from

time to time, and that the changed price will also apply to current assignments. A statement of the rates applicable at any time will be provided upon request.

- 5.2. Costs incurred by Halprin Law in connection with an assignment (such as courier costs, translation costs, bailiff costs, court fees and necessary travel and accommodation expenses) will be borne by the client.
- 5.3. The fees and costs payable by the client will be increased with Dutch value added tax (VAT) where applicable.
- 5.4. The work will in principle be charged to the client on a fortnightly/monthly basis. Payment of invoices shall be made within fourteen days from the date of the invoice.
- 5.5. The client may raise objections to the billing in writing to Halprin Law only within fourteen days of the billing date.
- 5.6. If payment is not made within the stipulated period, the client will be in default by operation of law, without further notice of default being required. In that case, Halprin Law is entitled to payment by the client of statutory interest and reimbursement by the client of collection costs. In case of non-payment or late payment of invoices, whether or not related to the work in progress, Halprin Law will also be entitled to suspend or terminate the work. This does not affect the client's obligation to timely pay outstanding and pending invoices. Halprin Law may outsource the collection to a third party.
- 5.7. Halprin Law is authorized to require payment of a deposit prior to commencing work related to the agreement. The deposit serves to cover ongoing costs and will not be offset against interim invoices, unless expressly agreed otherwise. The deposit therefore always remains reserved for the next claim period and is settled with the final claim. A further deposit and/or additional security may be requested if necessary. No interest will be paid on the deposit.

## **6. Confidentiality and files**

- 6.1. Halprin Law and the client will keep the assignment and everything related thereto or of which they become aware by virtue of the assignment confidential, unless disclosure is required by law or by a binding decision of a court or a governmental body or, as far as Halprin Law is concerned, to the extent disclosure is necessary or desirable in view of the performance of the assignment.
- 6.2. Halprin Law will retain its files and all documents and other data carriers in its possession pursuant to the assignment for the statutory retention period. Upon expiration of such period, Halprin Law may remove and destroy documents from the files without further notice or communication to the client.

- 6.3. If Halprin Law processes personal data, whether or not in connection with the performance of an assignment, such processing shall take place in accordance with Halprin Law's privacy policy. A privacy policy is available for inspection at the office of Halprin Law. Upon request, a copy will be sent free of charge. The privacy policy can also be accessed at [www.halprin.law](http://www.halprin.law).
- 6.4. In connection with the execution of the assignment, electronic mail and the Internet may be used. Both Halprin Law and the client acknowledge the risks involved, but hereby agree not to be liable vis-à-vis each other for any damage resulting therefrom to one or both of them as a result of the use of electronic mail and/or the Internet. Both Halprin Law and the client shall do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks. In case of doubt regarding the correctness of e-mail received by Halprin Law or the client, the content of the e-mail sent by the sender will be decisive.

## **7. Applicable law; complaints and disputes**

- 7.1. The assignment agreement and any non-contractual obligation arising out of or related to that agreement shall be governed exclusively by Dutch law.
- 7.2. The activities of persons associated with Halprin Law are subject to the Halprin Law Complaints Procedure, which can be consulted at [www.halprin.law](http://www.halprin.law).
- 7.3. Without prejudice to Article 7.2 above, the District Court of Amsterdam shall have exclusive jurisdiction to hear any disputes arising under or in connection with the assignment agreement, including disputes regarding the existence and validity thereof and non-contractual obligations.
- 7.4. Halprin Law's general terms and conditions are available for inspection at Halprin Law's offices. The General Terms and Conditions can also be found at [www.halprin.law](http://www.halprin.law). Upon request, a copy of the General Terms and Conditions will be sent free of charge.
- 7.5. The General Terms and Conditions are available in Dutch and English. In the event of a dispute regarding the contents or scope of the General Terms and Conditions, the Dutch text will prevail over the English text.
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