

General Terms and Conditions

Our relationship with you

1. We will perform the services ("the Services") in accordance with applicable professional standards and the requirements to which we are subject by or pursuant to law. You shall respect at all times the obligations imposed thereby on us. "Professional standards" means the relevant rules of conduct and professional rules applying to the (directors of) members/partners, directors, employees, and/or third parties involved in performing the engagement, for example the rules of such organisations as "the Nederlandse Orde Van Advocaten" and the "Koninklijke Notariële Beroepsorganisatie".
2. Holland Van Gijzen Advocaten en Notarissen LLP ("HVG") is a limited liability partnership, established under the laws of England and Wales, registration number OC335658. In relation to HVG, the term "partner" is used to refer to a HVG partner or a representative thereof. HVG has its registered office at Lambeth Palace Road 1 in London SE1 7EU, the United Kingdom, and its principal place of business at Boompjes 258 in (3011 XZ) Rotterdam, the Netherlands, and is registered with the Rotterdam Chamber of Commerce under number 24433164.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other, unless agreed otherwise.
4. We may subcontract portions of the Services to third parties associated with HVG, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement.
5. We will not assume any management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report), or refer to us or to any HVG Persons or associated third parties in connection with the Services, except:
 - (a) to your other lawyers (subject to these disclosure restrictions), who may use it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by law or any professional or regulatory obligation (of which you will promptly notify us... as far as such notification is legally permitted),
 - (c) to other persons (including your affiliates) with our prior written consent, who may use it only as we have specified in our consent.If you are permitted to disclose a Report (or a portion thereof), you shall not alter, edit or modify it from the form we provided.
13. You may incorporate into your internal documents any summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. If you then disclose such internal documents to anyone, you shall assume sole responsibility for their contents and you shall not refer to us in connection with them.
14. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

15. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
16. Any liability of HVG will in all cases be limited to the amount paid in the relevant case under the professional liability insurance policy (or policies), plus the amount of the deductible which must be borne by HVG pursuant to the terms and conditions of the applicable policy (or policies) in the matter concerned.

If, for whatever reason, the insurer(s) make(s) no payment under the insurance policy (or policies) referred to above, any liability shall be limited to a sum equal to three times the amount invoiced by HVG in the matter concerned in the relevant calendar year, subject to a maximum of € 500,000.
17. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
18. Your rights of claim relating to the Services or otherwise under this Agreement shall in any event expire no later than one year after the date on which you became aware or may reasonably be expected to have become aware of such claim.
19. The limitations in Sections 16 will not apply to losses or damages caused by our willful misconduct or gross negligence or to the extent prohibited by applicable law or professional regulations.
20. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against us or any of our subcontractors, members, shareholders, directors, officers, partners, principals or employees ("HVG Persons"). You shall make any claim or bring proceedings only against HVG. This agreement, including the limitations in Sections 15 through 19 and this Section 20 are intended to benefit all HVG Persons, who shall be entitled to enforce them. All Services shall be accepted and carried out exclusively by us, and, for this purpose, the application of Sections 403 paragraph 2, 404, 407 paragraph 2, and 409 of Book 7 of the Netherlands Civil Code is excluded.

Indemnity

21. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, and the HVG Persons against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report, or a third party's use of or reliance on any Report. You shall have no obligation hereunder to the extent that we have specifically authorized, in writing, the third party's reliance on the Report.

Intellectual property rights

22. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that we own or license in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

23. Upon payment for the Services, you may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Confidentiality

24. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement,
 - (e) must be disclosed under applicable law, legal process or professional regulations,
 - (f) is necessary in case the recipient acts on its own behalf in disciplinary, criminal or civil proceedings to which such information or material may be relevant.
25. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
26. We may disclose and further process Client Information within HVG and to persons associated with HVG to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, or for quality, risk management or financial accounting purposes. We shall maintain a dossier containing copies of relevant documents; the dossier shall be our property.

Data protection

27. You hereby explicitly give your consent that we may collect, use, transfer, store or otherwise process (collectively, "Process") Client Information that can be linked to specific individuals ("Personal Data"). We may Process Personal Data in various jurisdictions in which we and the persons associated with HVG operate.

We will Process the Personal Data in accordance with applicable law and professional regulations including (without limitation) the Dutch Data Protection Act ("Wet bescherming persoonsgegevens"). We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Cover Letter or applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally).
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to all Services performed at any time (including before the date of this Agreement).
34. This Agreement shall terminate on the completion of the Services. Either of us may terminate it, or any particular Services, upon written notice to the other.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 14 days after the invoice date.
36. The confidentiality obligations under this Agreement and the other provisions of this Agreement that give rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Governing law and dispute resolution

37. This Agreement, and any (non-)contractual obligations arising out of this Agreement or the Services, shall be governed by, and construed in accordance with, the laws of the Netherlands.
38. Any dispute relating to this Agreement or the Services shall, in the first instance, be subject to the exclusive jurisdiction of the courts in Rotterdam, The Netherlands, to which each of us agrees to submit for these purposes.

Miscellaneous

39. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. These general terms and conditions form part of and are applicable to all agreements between you and us, as well as to any future agreements or further legal or other acts performed by us with, on behalf of or vis-à-vis you arising therefrom. Following the first application of these general terms and conditions, they will apply without further notice to all subsequent agreements between us, unless expressly excluded.
40. Both of us may execute this Agreement (and modifications to it) by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
41. You represent that the person signing this Agreement and any Statement of Work hereunder on your behalf is expressly authorized to execute it and to bind you and any of your affiliates or others for whom Services are performed to its terms.
42. You agree that we and the HVG Persons may, subject to professional obligations, act for other clients, including your competitors.
43. Neither of us may assign any of our rights, obligations or claims under this Agreement.
44. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
45. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.
46. We may use your name publicly to identify you as a client, but we may refer to you in connection with the Services only if it is a matter of public knowledge that we are providing them (or have provided them).

This document is a translation. In the event of any dispute to the interpretation of any of these conditions, the official Dutch language version shall prevail.