

General Terms and Conditions of *mr. M. Ellens*

1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

A. *Firm*: the law firm *mr. M. Ellens*, as listed in the Commercial Register under number 34337741, and/or the natural persons and/or legal entities affiliated with the Firm through an employment contract or contract for services. A list of these persons will be sent upon request.

B. *Client*: the contracting party of the Firm with which an assignment, within the meaning of Article 2 of these Terms and Conditions, is concluded.

2. Assignment

1. An assignment will not be concluded until it has been accepted in writing by the Firm, with email correspondence being considered to be in writing. With regard to the conclusion of an assignment, the Firm can only be represented by attorneys affiliated with the Firm.

2. Any assignment to the Firm will be deemed to have been granted to the Firm, meaning that the Client agrees that the Firm has the assignment performed by the Firm under its responsibility, or, if necessary, by third parties on the instructions of the Firm. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code (hereinafter: DCC) is excluded.

3. The applicability of Articles 6:227b(1) and 6:227c DCC is excluded for the Client acting in the practice of a profession or operation of a business.

3. Applicability

These General Terms and Conditions apply to all contracts for services between the Firm and the Client, including supplementary and follow-up assignments, unless agreed otherwise in writing prior to the conclusion of a contract. The applicability of the Client's general terms and conditions is expressly rejected.

4. Confidentiality

The Firm is obliged vis-à-vis the Client to observe confidentiality regarding the knowledge the Firm has obtained by virtue of the assignment.

5. Archiving

The physical and/or digital file drawn up by the Firm for an assignment will be kept for at least seven years (after its completion), after which the Firm has the right to destroy the file.

6. Invoice

1. The Client owes the Firm a fee for the performance of an assignment, plus VAT and any disbursements paid by the Firm for the Client. The parties may also agree to a fixed fee, including any disbursements and VAT.

2. Unless otherwise agreed in writing, the fee will be charged based on the number of hours worked by the Firm, multiplied by the hourly rates of its attorneys applicable at the time of performance.

3. If the performance of the assignment extends over a period longer than one month, the work performed will be charged monthly via a properly itemised invoice.

4. The Firm will at all times be entitled to demand payment of an advance from the Client. Any advance received will be set off against an interim or final settlement of the assignment.

5. In case files falling under the statutory funded legal aid system, the provisions of this article only apply to the costs (including client contribution and/or disbursements) that are for the account of the Client on the basis of the addition issued. These costs are due and payable in advance.

7. Payment

1. Invoices from the Firm must be paid within 14 days of the invoice date.

If payment is not made within this period, the Client will be in default by operation of law and will owe default interest equal to the applicable statutory interest pursuant to Articles 6:119 or 6:119a DCC.

In that event the Firm will be entitled, at its discretion, to suspend or terminate the work for the relevant file, with the Client being informed accordingly.

2. Payment must be made by transfer to one of the bank accounts in the name of the Firm, or in cash at the address of the Firm with proper proof of payment.

3. If the Firm takes collection measures against the defaulting Client, the costs of such collection, with a minimum of 10% of the outstanding balance, will be borne by the Client.

8. Liability

1. The Firm's liability for damage ensuing from or related to the performance of an assignment is in all cases limited to the amount payable in the case in question under professional liability insurance, plus the amount of the excess under the relevant policy. The maximum payable amount of the claim will be communicated to you upon request in each case, and it will correspond to at least the amount set by the Netherlands Bar.

2. If the Firm is not entitled to any payment under said professional liability insurance, any liability of the Firm will be limited to an amount equal to the fee charged by the Firm in connection with the relevant file during the calendar year in which the liability arose (excluding disbursements), up to a maximum amount of € 50,000.

3. All claims lapse no later than one year after an event that may lead to liability has taken place, or at least has come or should have come to the attention of the Client.

4. The Firm's liability for damage to persons or property caused by or in connection with the performance of an assignment is in all cases limited to the amount payable in the case in question under company liability insurance, plus the amount of the excess under the relevant policy.

9. Engagement of Third Parties

1. The Firm may engage third parties for the performance of an assignment, in which respect the Firm will always observe due care. The Firm will consult with the Client about this engagement, if possible in advance.

2. However, the Firm is not liable for any shortcomings on the part of third parties other than as described in Article 8. of these General Terms and Conditions.

3. Third parties engaged by the Firm in the performance of an assignment may invoke these General Terms and Conditions.

10. Personal Data

1. The Client agrees that its personal data will be entered in an automated system, also to identify the Client. The data will only be used for the proper performance of the assignment by the Firm and the data may be processed and stored for that purpose. The Firm is a controller under the General Data Protection Regulation (GDPR) and has drawn up a privacy statement which is available on its website.

2. By providing its email address, the Client agrees that its email address will be used for all communication with the Firm in connection with the assignment as well as for sending newsletters and/or other notifications regarding the Firm's services, which in that case are considered to be in writing.

3. If the Client does not desire or no longer desires information that is not directly related to an assignment, it may unsubscribe by sending an email with this request to ellens@ellens.eu

11. Disputes

1. The contract for services between the Firm and the Client is governed by the laws of the Netherlands.

2. The Firm has its own complaints procedure and is a participant in the Complaints and Disputes Settlement Scheme for the Legal Profession, the Regulations of which can be found at www.geschillencommissie.nl or requested from the Firm.

3. In so far as this Disputes Settlement Scheme does not apply to the relevant dispute, the court in Amsterdam has jurisdiction, and it will exclusively rule based on Dutch law.