



General Terms and Conditions Legal Advice Wanted BV

Article 1. Definitions

- **Contractor:** Legal Advice Wanted B.V., registered with the Chamber of Commerce under number 92296203.
- **Client:** the natural or legal person on whose behalf services are provided and/or work is performed.
- **Agreement:** the contract for services concluded between the Contractor and the Client concerning the provision of services or delivery of goods.
- **Assignment:** the services to be provided or goods to be delivered by the Contractor for the benefit of the Client.

Article 2. General

1. The Agreement consists of these general terms and conditions and the assignment agreed between the Client and the Contractor.
2. These general terms and conditions apply to every offer, quotation, and Agreement between the Contractor and the Client, insofar as the parties have not expressly deviated from these conditions.
3. The applicability of any purchase or other conditions of the Client is expressly rejected.
4. If one or more provisions of these general terms and conditions are at any time wholly or partially nullified or declared void by a court, this will not affect the validity of the remaining provisions.

Article 3. Quotations and Offers

1. All quotations and offers from the Contractor are non-binding, unless a period for acceptance is stated in the quotation or offer. If no acceptance period is stated, no rights can be derived in any way from the quotation or offer.
2. Quotations from the Contractor are based on the information provided by the Client. The Client guarantees that he/she has provided all essential information for the setup, execution, and completion of the assignment to the Contractor in a timely and truthful manner.
3. The Contractor cannot be held to a quotation or offer if the Client can reasonably understand that (a part of) the quotation and offer contains an obvious mistake or clerical error.
4. A composite quotation and offer does not oblige the Contractor to perform a part of the quotation and offer for a corresponding part of the stated price.
5. Quotations and offers do not automatically apply to future assignments.

Article 4. Costs

1. The costs of an Assignment are determined by means of an hourly estimate based on a fixed hourly rate. The hourly rate is exclusive of VAT. Any additional costs will be discussed by the Contractor with the Client and, after the Client's consent, will be charged to the Client. Although the Contractor will exercise adequate care in preparing an hourly estimate, it is possible that more hours will ultimately be required to fully execute the Agreement.
2. Additional costs, including but not limited to the costs for registered mail, bailiff's fees, and court fees, are in principle not included in the fees that the Contractor charges in quotations and/or fixed-price agreements.



Article 5. Agreement

1. The Agreement is considered concluded from the day of signing by the Contractor, or the day of sending the written assignment confirmation by the Contractor to the Client, respectively.
2. The Agreement is entered into for an indefinite period, unless the content, nature, or scope of the Agreement dictates that it has been entered into for a definite period.

Article 6. Execution of the Agreement

1. In executing the assignment, the Contractor will observe the care of a good Contractor. However, the actual work will be performed by third parties. The Client will be given the opportunity to meet the actual executor(s).
After mutual satisfaction, an assignment agreement will be drawn up, in which the Client agrees to the actual execution of the assignment by this third party.
2. With the Agreement, the Contractor undertakes a best efforts obligation and therefore gives no guarantee regarding the results of the assignment, unless expressly determined otherwise.
3. The applicability of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code (BW) is expressly excluded.
4. If a deadline has been agreed upon within an assignment for the completion of specific activities, this is never a fatal deadline for the Contractor. If the deadline is exceeded, the Client must declare the Contractor in default in writing.

Article 7. Change in the Assignment

1. Changes in the Agreement by the Client that could not have been foreseen by the Contractor and cause additional work will be discussed with the Client.
2. Changes in the execution of the Agreement requested by the Client after the assignment has been issued must be communicated by the Client to the Contractor in writing and in a timely manner. A change in, or addition to, the Agreement is only valid if it has been accepted by both the Contractor and the Client.
3. The Client will always provide all relevant information to the Contractor that is necessary for the correct execution of the assignment. Changes to an already issued assignment may result in the originally agreed-upon deadline being exceeded by the Contractor.
4. If data necessary for the execution of the agreed assignment are not made available by the Client, not in a timely manner, or not in accordance with the made agreements, or if the Client otherwise has not fulfilled agreed (information) obligations, the Contractor is authorized to suspend the execution of the Agreement.
5. If extra costs arise for the Contractor as a result of the Client not providing requested data, documents, and facilities, or not providing them in a timely or proper manner, these costs will be for the account of the Client.

Article 8. Termination

1. The Contractor and the Client have the right to terminate the Agreement when one of the parties is of the opinion that continuing the assignment is no longer possible. This is the case, for example, if incorrect information has been deliberately provided. The Contractor and the Client will in any case inform each other of this with an explanation.
2. In the event that either party is declared bankrupt, applies for a moratorium on payments, or ceases business operations, the other party has the right to terminate the Agreement without



observing a notice period.

3. Should the Client terminate the Agreement prior to completion, the Client is required to pay the full agreed-upon fee. The Contractor is entitled to this payment to compensate for reserved time and work already performed, unless the parties have agreed otherwise in writing.

Article 9. Right of Dissolution and Suspension

1. The Contractor is authorized to suspend the fulfillment of obligations or to dissolve the Agreement if:
 - The Client does not, not fully, or not timely fulfill the obligations from the Agreement, or the Contractor has good reason to fear that the Client will fall short in those obligations;
 - The Client was requested upon concluding the Agreement to provide security for the fulfillment of his/her obligations from the Agreement and this security is not provided or is insufficient;
 - There is (an application for) liquidation of the Client, the Client has been granted a moratorium on payments, the Client has been declared bankrupt, the Debt Restructuring (Natural Persons) Act applies to the Client or the Client is placed under guardianship, the Client loses the free disposal of his/her assets or income in whole or in part, the Client sells his/her business, or if an attachment is levied against the Client and this attachment is not lifted within 3 months;
 - Circumstances arise of such a nature that fulfillment of the Agreement is impossible;
 - Circumstances arise of such a nature that unaltered maintenance of the Agreement cannot reasonably be required of the Contractor.
2. If the Contractor proceeds to suspend or dissolve the Agreement, it is in no way obliged to compensate for damages or costs arising therefrom in any way.
3. If the Contractor proceeds to dissolve the Agreement, the claims of the Contractor against the Client are immediately due and payable.
4. If the dissolution is attributable to the Client or the Contractor must suspend the execution of the Agreement, the Client is obliged to compensate the Contractor for the direct and indirect damage and costs thereby incurred.

Article 10. Payment Conditions

1. Payment must be made within 14 days of the invoice date in a manner to be indicated by the Contractor in euros, unless expressly stated otherwise. The Contractor will send an invoice to the Client twice.
2. If the Client remains in default with timely payment, he/she is legally in default and the Client owes the statutory (commercial) interest. The interest on the due amount will be calculated from the moment the Client is in default until the moment of payment of the full amount due.
3. From the moment the Client is in default, the Client is also obliged to compensate for all (extra)judicial costs and execution costs related to the collection of the invoiced amounts. The extrajudicial costs are set at 15% of the principal sum, with a minimum of €40.00 excluding VAT, unless the law dictates otherwise.

Article 11. Complaints



1. If the Client does not complain in writing to the Contractor within 8 days after he/she has discovered or should have discovered a defect in the performance of the Contractor, the Client can no longer invoke this defect.
2. The Client has no right to suspend his/her (payment) obligations if the Client believes he/she has any right to complain.
3. The Client must give the Contractor the opportunity to investigate a complaint (or have it investigated).
4. In the event of well-founded and timely complaints, the Contractor will either repair the delivered goods, pay the Client a replacement fee for them, or credit a proportional part of the invoice.
5. If it is established that a complaint is unfounded, then the costs incurred by the Contractor in this regard will be for the account of the Client.

Article 12. Force Majeure

2. If the Contractor cannot, not timely, or not properly fulfill his/her obligations under the Agreement as a result of a cause not attributable to him/her, those obligations will be suspended until the moment the Contractor is still able to fulfill them in the agreed manner. Force majeure is in any case, but not exclusively, understood to mean illness of the Contractor, or illness of third parties who perform the Agreement on behalf of the Contractor.
3. If the period in which fulfillment of the Contractor's obligations is not possible due to force majeure lasts longer than two months, parties are authorized to dissolve the Agreement without the Client having any right to that which has already been performed under the Agreement, which will be settled proportionally.

Article 13. Liability

1. The Contractor is not liable for damage, of whatever nature, caused by the Contractor having based its actions on incorrect and/or incomplete information provided by or on behalf of the Client.
2. The Contractor takes out professional and/or liability insurance that provides sufficient coverage against damage that may arise during or as a result of the execution of the agreed work.
3. Any liability of the Contractor is at all times limited to the amount paid out by the insurer under the insurance taken out by the Contractor. If for whatever reason no payment is made under the aforementioned insurance, any liability is limited to the amount charged by the Contractor in the relevant assignment.
4. The Client is exclusively entitled to hold the Contractor liable for what is mentioned in Article 14 paragraph 3. Any claim by the Client for compensation from a third party is excluded.
5. The Contractor is exclusively liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to make the defective performance of the Contractor conform to the agreement, insofar as these can be attributed to the Contractor, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
7. The Contractor is never liable for indirect damage, including consequential damage, lost profit, missed savings, and damage due to business interruption.



8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.
9. In cases where the Contractor is not authorized to conduct legal proceedings and a partner firm is engaged, an agreement is established between the Client and the relevant partner firm. If the partner firm culpably fails to fulfill its obligations and the Client suffers damage as a result, the Contractor will not be liable for this.

Article 14. Confidentiality

1. The Client and the Contractor undertake to maintain the confidentiality of all confidential information they have obtained from each other or from another source within the framework of the Agreement.
2. Information is considered confidential if it has been designated as such by a party, or if this results from the nature of the information. If the Contractor is obliged to also provide confidential information to third parties designated by law or the competent court on the basis of a statutory provision or a court ruling, and the Contractor cannot invoke a right of non-disclosure in this regard, then the Contractor is not obliged to pay compensation or indemnification and the Client is not entitled to dissolve the assignment on the grounds of any damage arising therefrom.
3. The Client and the Contractor will impose their obligations under this article on any third parties they may engage.

Article 15. Processing of Personal Data

Insofar as personal data of a counterparty are processed by the Contractor when performing work within the framework of the Agreement, these personal data will be processed in a proper and careful manner, in accordance with the Personal Data Protection Act and General Data Protection Regulation and the Contractor's Privacy Statement.

Article 16. Limitation Period

Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses of the Client against the Contractor is one year.

Article 17. Contract Takeover

The Client is not entitled to transfer any obligation from the Agreement to third parties without the written consent of the Contractor. Insofar as the Contractor may have already given written consent for a contract takeover, the Client remains liable at all times alongside this third party for the obligations from the Agreement of which these general terms and conditions form part.

Article 18. Applicable Law

1. All Agreements between the Contractor and the Client are exclusively governed by Dutch law.
2. Without prejudice to the right of the Contractor to submit a dispute to the court competent according to law, disputes between parties will in the first instance be submitted to the competent court in the Contractor's place of business, unless the law compellingly prescribes otherwise.