



# General Terms and Conditions WIJ advocaten B.V.

## 1. General

- 1.1 WIJ advocaten B.V. ("WIJ advocaten") is a private limited liability company, incorporated under Dutch law, with its official seat in Amsterdam and registered with the trade register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in the Netherlands under number 51767813.
- 1.2 The information mentioned in Article 6:230b of the Dutch Civil Code ("DCC") can be found at [www.wijadvocaten.nl](http://www.wijadvocaten.nl) – Legal information.
- 1.3 In these general terms and conditions, "Persons Affiliated with WIJ advocaten" means: every attorney or other natural or legal person who works or has worked at WIJ advocaten (regardless of whether on the basis of an employment contract or otherwise), every (former) subsidiary of WIJ advocaten, every (former) shareholder of WIJ advocaten, the foundation under Dutch law Stichting Beheer Dergengelden WIJ advocaten B.V., their (former) directors, and their legal successors.
- 1.4 These general terms and conditions are available in Dutch and in English. In the event of a dispute regarding the contents of these general terms and conditions, the Dutch version is binding.

## 2. Engagement

- 2.1 These general terms and conditions apply to any instructions given to WIJ advocaten and to all legal relationships arising therefrom. The applicability of any of the client's general or other terms and conditions is explicitly rejected.
- 2.2 Not only WIJ advocaten but also all Persons Affiliated with WIJ advocaten may invoke these general terms and conditions.
- 2.3 An agreement for services between a client and WIJ advocaten will only come into existence when WIJ advocaten or an attorney working at WIJ advocaten accepts a client's instructions.
- 2.4 All instructions will be deemed to have been given and accepted by and carried out by WIJ advocaten exclusively, even if the intention is for instructions to be executed by one or more specific Person(s) Affiliated with WIJ advocaten. The effect of Articles 7:404 and 7:409 DCC is excluded.
- 2.5 If WIJ advocaten is engaged to provide services together with another legal entity or natural person, WIJ advocaten will only be liable for the performance of those obligations that are explicitly WIJ advocaten's obligations. The effect of Article 7:407(2) DCC is excluded.
- 2.6 The client will provide WIJ advocaten the data that WIJ advocaten, its shareholders, or third parties or banks engaged by these, need to fulfil obligations to establish the identity of the client and persons affiliated with it, including the obligations under the Anti-Money Laundering and Anti-Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme). WIJ advocaten is obliged to report unusual transactions to the authorities.
- 2.7 Under certain circumstances, WIJ advocaten is obliged pursuant to the Directive of the Council (EU) 2018/822 of 25 May 2018 to provide the tax authorities with information regarding cross-border constructions that must be reported.
- 2.8 The engagement is performed exclusively on behalf of the client. Unless explicitly accepted by WIJ advocaten in writing,

parties other than the client may not rely on the result of the work performed for the client nor derive any rights therefrom.

## 3. Invoice

- 3.1 The client will owe WIJ advocaten the agreed fee. If no fee has been agreed, the client will owe a fee based on WIJ advocaten's standard rate.
- 3.2 Expenses incurred by WIJ advocaten (e.g. courier costs, travel and accommodation expenses, registration fees, court fees and costs, including interest, charged by persons and banks not affiliated with WIJ advocaten) are for the expense of the client.
- 3.3 The fee and the costs owed by the client are increased where applicable with the value added tax (VAT) in accordance with the law, unless the client has its registered office in a different European Union Member State and has provided WIJ advocaten with a valid VAT number, or has its registered office outside of the European Union.
- 3.4 WIJ advocaten may at all times request an immediately payable advance for work carried out or to be carried out. If this advance is not paid on time WIJ advocaten is entitled to suspend or end its services. Unless explicitly agreed otherwise, the advance will be set off against the final invoice in the relevant matter.
- 3.5 The client may lodge an objection to an invoice to WIJ advocaten in writing up to fourteen days after the date of the invoice. If no such objection has been lodged, the invoice is deemed to have been accepted.
- 3.6 The client shall pay every invoice from WIJ advocaten within fourteen days of the invoice date. If payment is not made within this time, WIJ advocaten may, without further notice, exercise its right to charge statutory interest as well as all costs involved in the collection of the invoice.

## 4. Liability

- 4.1 All liability of WIJ advocaten is limited to the amount that is paid out for the relevant claim under WIJ advocaten's professional liability insurance, plus the applicable excess. If, for any reason whatsoever, no payment is made under that insurance, all liability is limited to the fee charged by WIJ advocaten to the client for the specific engagement and in the year concerned, up to a maximum of EUR 25,000.
- 4.2 The professional liability of attorneys working for WIJ advocaten is limited in accordance with the first sentence of Article 4.1 above. Any other liability of these attorneys and the liability of other Persons Affiliated with WIJ advocaten are excluded. This paragraph is an irrevocable third-party stipulation on behalf of every Person Affiliated with WIJ advocaten.
- 4.3 The client indemnifies WIJ advocaten against all third-party claims, including the costs of legal counsel, related in any way to the work performed for the client, unless those claims are the result of intent or gross negligence on the part of WIJ advocaten.
- 4.4 A claim for damages must be filed, on penalty of lapsing, within a period of two years after the client has learned of the damage or loss and suspects or could suspect that WIJ advocaten could be liable for it.

## 5. Engaging third parties



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5.1 WIJ advocaten is authorised to engage third parties in so far as desirable for the performance of the engagement, such as couriers, translators, bailiffs, expertise agencies, collection agencies, accountants, tax specialists, the Land Registry, the Chamber of Commerce, other attorneys or law firms, etc.

5.2 WIJ advocaten may issue the engagement to another party in its own name or as authorised representative in the client's name. The client is bound by the conditions agreed by WIJ advocaten, either in its own name or in the client's name, with the other parties engaged by it. WIJ advocaten is not liable for damage or loss occurring as a result of any act or omission by third parties engaged by it.

5.3 If WIJ advocaten has possession of money belonging to a principal or a third party, the client is bound by the conditions of the bank where the money is kept. WIJ advocaten is not liable for damage or loss occurring as a result of any act or omission by the bank. The previous two sentences apply mutatis mutandis if Stichting Beheer Derdengelden WIJ advocaten has possession of the money. The previous sentence is an irrevocable third-party stipulation on behalf of Stichting Beheer Derdengelden WIJ advocaten.

### 6. Personal Data

6.1 WIJ advocaten may process the client's personal or other data in accordance with the terms and conditions in the privacy statement of WIJ advocaten, which is published on [www.wijadvocaten.nl](http://www.wijadvocaten.nl).

6.2 Terms defined in the General Data Protection Regulation ("GDPR") have the same meaning in this article as in the GDPR.

6.3 The client will provide the information within the context of the engagement that is obligatory based on the GDPR regarding the processing of personal data to the data subject. The client will do so within the term that is applicable based on the GDPR. WIJ advocaten will be the point of contact for data subjects who exercise their rights on the basis of the GDPR in its regard.

6.4 Each of the parties will inform the other party without unreasonable delay once they have learned of a breach in connection with personal data that are processed within the context of the engagement. The client and WIJ advocaten will consult mutually before possibly reporting any such breach to the supervisory authorities and the data subjects.

6.5 Each of the parties will inform the other party without unreasonable delay once they have learned of an investigation by a supervisory authority in connection with personal data that are processed within the context of the engagement.

### 7. Confidentiality and case files

7.1 WIJ advocaten and the client will keep the engagement and everything related to it or learned by virtue of the engagement confidential. WIJ advocaten will take reasonable measures to ensure that Persons Affiliated with WIJ advocaten do the same.

7.2 The first sentence of Article 7.1 does not apply if disclosure is mandatory pursuant to the law or a binding judgment by a court or a competent authority.

7.3 WIJ advocaten will retain its case files and all documents and other data carriers of which it has disposal by virtue of the engagement during the statutory retention period. After that

period expires, WIJ advocaten may destroy case files and documents without notifying the client.

### 8. Termination of the engagement

8.1 The client may terminate the engagement at any time, but exclusively by means of written notification to their contact at WIJ advocaten.

8.2 WIJ advocaten may terminate the engagement with due observance of a termination period of fourteen days, or with immediate effect if the client does not pay an invoice within fourteen days after the payment date, or if continuation of the engagement is not reasonably possible for other compelling reasons, but always exclusively by means of written notification to the client.

8.3 If the engagement is terminated, the client owes a fee for the work performed by WIJ advocaten prior to the termination of the engagement and for any work that WIJ advocaten may need to perform after the termination in order to transfer the matter to the client or a third party.

### 9. Applicable law and disputes

9.1 The legal relationship between the client and WIJ advocaten is exclusively governed by Dutch law.

9.2 Complaints arising from the aforementioned legal relationship may be submitted to WIJ advocaten's complaint officer in accordance with the complaints scheme published on the website of WIJ advocaten.

9.3 All disputes that may arise between the client and WIJ advocaten and that cannot be resolved amicably to the satisfaction of both parties will be exclusively decided by the competent court in Amsterdam.