

General Terms and Conditions of Rijppaert & Peeters Advocaten B.V.

1. "Rijppaert & Peeters Advocaten", "De Zaak Breda" and "Buro Letselschade" are trade names of the private limited company under Dutch law Rijppaert & Peeters Advocaten B.V. (hereinafter: "Rijppaert & Peeters"), with its registered office in Oosterhout (NB) and listed in the Commercial Register under number 56927819.
2. The stipulations of these General Terms and Conditions apply to all engagements accepted by or on behalf of Rijppaert & Peeters, including follow-up engagements or additional or changed engagements. Not only Rijppaert & Peeters, but also all (legal) persons involved in the performance of any engagement from the client, including directors, partners and shareholders of Rijppaert & Peeters, and all other (legal) persons who work or have worked for Rijppaert & Peeters, including any heirs of these persons, may invoke these General Terms and Conditions. Any deviation from these General Terms and Conditions applies only if agreed in writing by Rijppaert & Peeters and the client.
3. All engagements will be accepted exclusively by Rijppaert & Peeters and performed on its behalf, even if it is the explicit or tacit intention that an engagement be performed by a specific person. The application of Section 7:404 and Section 7:407(2) of the Dutch Civil Code is excluded.
4. If the performance of an engagement by Rijppaert & Peeters results in liability, such liability will always be limited to the amount covered by Rijppaert & Peeters' professional liability insurance, to be increased by the applicable excess. Liability of the other (legal) persons referred to under 2 of these General Terms and Conditions is always expressly and completely excluded.
5. If, for whatever reason, no payment is made under the insurance referred to under 4, any liability will be limited to the fees charged by Rijppaert & Peeters in the relevant case in the relevant year, subject to a maximum of €50,000.
6. The client indemnifies Rijppaert & Peeters against claims of third parties related to the performance of an engagement by Rijppaert & Peeters.
7. Rijppaert & Peeters is entitled to engage third parties in connection with the performance of an engagement from a client. Rijppaert & Peeters will not be liable for any shortcomings of these third parties. If such third parties wish to limit their liability in connection with the performance of an engagement from the client, Rijppaert & Peeters will be entitled to accept such limitation of liability on behalf of the client, at least Rijppaert & Peeters hereby stipulates such.
8. Rijppaert & Peeters collects and processes personal data and attaches importance to the protection thereof. In the privacy statement that can be accessed on the website www.rijppaert-peeters.nl, Rijppaert & Peeters explains the way information obtained from identified and identifiable natural persons as referred to in the General Data Protection Regulation (GDPR) is handled.
- 9.1 Rijppaert & Peeters is affiliated with the Disputes Committee for the Legal Profession (Business and Consumers) (*Geschillencommissie Advocatuur (Zakelijk en Consumenten)*). Information about the Disputes Committee for the Legal Profession can be consulted at www.degeschillencommissie.nl and/or www.advocatenorde.nl. On request, Rijppaert & Peeters will provide the necessary details free of charge.
- 9.2 All agreements between Rijppaert & Peeters and the client are furthermore subject to the Rijppaert & Peeters Office Complaints Procedure.
This office complaints procedure, which provides for a procedure used by Rijppaert & Peeters for handling complaints of clients, can be consulted on the website www.rijppaert-peeters.nl, is available at the office of Rijppaert & Peeters and will be sent free of charge by Rijppaert & Peeters on request. If a complaint has not been handled to the client's satisfaction using the Rijppaert & Peeters Office Complaints Procedure, the client can file the complaint with the Disputes Committee for the Legal Profession (PO Box 90600, 2509 LP The Hague) within twelve months after its written settlement.
- 9.3 All disputes to which the Complaints and Dispute Settlement Scheme for the Legal Profession (*Klachten- en Geschillenregeling Advocatuur*) is applicable, including disputes regarding the conclusion of an engagement and/or the performance of an engagement by Rijppaert & Peeters and the amount and/or collection of one or more invoices sent by Rijppaert & Peeters to the client, will be settled by the Disputes Committee for the Legal Profession in accordance with the Disputes Committee for the Legal Profession Rules (*Reglement Geschillencommissie Advocatuur*) in force at that time. If the client is a consumer - that is, a natural person not acting in the exercise of a profession or business - the Disputes Committee for the Legal Profession will decide by way of a binding decision. This will be different if the dispute has been brought against the consumer by Rijppaert & Peeters and the consumer fails to deposit the outstanding invoice amount with the Disputes Committee for the Legal Profession within the stipulated period, in which case the Disputes Committee for the Legal Profession will settle the dispute by arbitration. If the client is not a consumer, the Disputes Committee for the Legal Profession will settle the dispute by arbitration.
- 9.4 All disputes to which the Complaints and Dispute Settlement Scheme for the Legal Profession does not apply, will in the first instance be settled exclusively by the competent court in Breda, the Netherlands. If Rijppaert & Peeters acts as claimant, it will have the option to submit the dispute to a court that has jurisdiction without this clause.

- 9.5 If the client is a consumer, he or she may opt for the dispute to be settled by the legally competent court within one month after Rijppaert & Peeters has invoked this Article with regard to the dispute resolution in writing towards the client.
10. As a law firm, Rijppaert & Peeters falls within the scope of the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme* (Wwft)). This means that Rijppaert & Peeters must always establish the identity of the client, as is already the case under the Legal Profession Byelaw (*Verordening op de advocatuur*).
- This involves the identity of a natural person whether or not as the ultimate beneficial owner of a legal entity (UBO). If the services for which the engagement was given or the identified person gives cause for enhanced client due diligence and/or a risk analysis with regard to the assigned activities in relation to the Wwft, Rijppaert & Peeters will be legally obliged to carry this out and the client and the identified person agree to this in advance. The results of the aforementioned investigation will be recorded in the file and may give rise to an obligation for Rijppaert & Peeters to report to the Financial Intelligence Unit (FIU). The client and the identified person may not be informed thereof.
11. All agreements between Rijppaert & Peeters and the client are subject to Dutch law.

February 2024