

## General Terms and Conditions

### 1. Applicability

- 1.1 These General Terms and Conditions are applicable to all client assignments given to Höcker. In the event of any amendment to these General Terms and Conditions by Höcker, the amended General Terms and Conditions shall apply to all new client assignments as of the date of publication at <https://www.hocker.nl/en/terms-and-conditions/>.

### 2. Client assignments

- 2.1 All client assignments shall be accepted and carried out exclusively by Höcker. This shall also be applicable if it is the explicit or implied intention that the client assignment shall be carried out by a specific person. The applicability of article 7:404 of the Dutch Civil Code, containing a provision for the latter case, and of article 7:407 paragraph 2 of the Dutch Civil Code, establishing a joint and several liability in events where two or more persons are given a client assignment, shall be explicitly precluded.
- 2.2 All client assignments given to Höcker shall be governed by Dutch law.
- 2.3 No client assignments given to Höcker shall ever conduce to legal advice on foreign law.
- 2.4 Within the framework of the fulfillment of client assignments, Höcker is authorized to call in third parties on behalf of the client. Höcker is authorized to accept liability limitations from such third parties on behalf of or at the expense of the client.
- 2.5 The client shall indemnify Höcker against any claims by third parties and the expenses to be incurred by Höcker in connection with these claims, if these are in any way connected with the work carried out for the client.
- 2.6 Client assignments shall be carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the contents thereof. If the client informs third parties about the results of work carried out by Höcker, the client shall be held to inform such third parties thereof in writing.
- 2.7 Höcker processes personal data in its client records and files. This processing takes place in conformity with our privacy statement, which is published at <https://www.hocker.nl/en/privacy>.
- 2.8 After closing a case, the paper file shall be kept in the archive of Höcker for ten years. The digital file shall be stored in the cloud for twenty years. After expiry of these terms, files are destroyed without further notice.

### 3. Remuneration

- 3.1. The fees of the lawyers working for Höcker vary according to their experience and specialist expertise. Höcker is entitled to a periodical adjustment of the fees applied by Höcker.

- 3.2. The fee notes to be sent by Höcker shall be paid within 30 days, in the absence whereof the client shall be in default, in which case the client shall be held to reimburse to Höcker all juridical and extra-juridical collection charges, including but not limited to the full legal fees incurred to this end, as well as the statutory interest.
- 3.3. Höcker shall at all times be entitled to request advance payments for work to be carried out and expenses to be incurred. These shall be set off upon termination of the client assignment or, as the case may be during the assignment.

#### 4. **Liability and lapse of rights**

- 4.1. The liability of Höcker shall at all times be limited to the sum insured that shall be paid in such case under the professional liability insurance policies taken out by Höcker, increased by the deductible that shall be at the expense of Höcker in such case pursuant to the insurance cover notes. These insurance policies have limited cover, inter alia with respect to the amount of damages and the number of insured events per year. Upon request access may be obtained to the insurance cover note. Should no payment be made by virtue of aforementioned insurance policies, regardless of the grounds, the liability of Höcker shall be limited to three times the fee invoiced by Höcker in connection with the case concerned during a twelve month period directly preceding the date on which the event leading to liability occurred, up to a maximum liability of € 100,000 (hundred thousand Euro).
- 4.2. In the event that Höcker calls in third parties, other than those referred to in Article 4.4, Höcker shall not be liable for failure to perform on the part of such third party except for failure to perform on the part of Höcker itself to which the provisions in Article 4.1 are applicable.

If the client brings legal action directly against a third party, the client shall indemnify Höcker against any claims by such third party in connection with such liability claim as well as against all expenses to be incurred by Höcker.

- 4.3. All rights of legal action and other powers of the client towards Höcker in connection with work carried out by Höcker shall lapse upon expiry of a one year term after the date on which the client has become aware of - or could in all fairness have been aware of - the existence of such rights and powers.
- 4.4. These General Terms and Conditions are stipulated also for the benefit of: any person (formerly) associated with Höcker, such as board members, employees, advisors, partners and share holders (and their board members) and their successors under universal title, incidentally without prejudice to the provisions in Article 2.1. The exemption clauses contained in Article 2.5 and 4.2 shall directly apply to them. Under no circumstances can they be held liable by the client, without prejudice to the provisions in Article 2.1, except for willful intent or deliberate recklessness. In such exceptional cases the expiry clause contained in Article 4.3 for the benefit of these persons shall be directly applicable. Furthermore, the liability limitation and exemption clauses shall also apply to all extracontractual claims by the client against Höcker, if and insofar as these are connected with the fulfillment of a client assignment by Höcker.

## 5. Disputes

- 5.1. All our services are subject to a complaints procedure as made mandatory by the Bar Association of The Netherlands. To view this complaints procedure, please go to: <https://www.hocker.nl/en/complaints-procedure/>. If a complaint is not resolved after being handled in accordance with the complaints procedure, it may be submitted to the court of law specified in Article 5.2.
- 5.2. The legal relationships to which these General Terms and Conditions apply shall be governed by and construed in accordance with Dutch law. The competent courts in Amsterdam shall have exclusive jurisdiction over any and all disputes between Höcker and the principal. Notwithstanding the provisions of the preceding sentence, Höcker shall have the right to institute proceedings in any competent court of the principal's seat or place of business.

These General Terms and Conditions have been drawn up in Dutch and English. The Dutch text (<https://www.hocker.nl/algemenevoorwaarden>) is legally binding and shall prevail in case of any discrepancies. Höcker Advocaten B.V. has its registered office in Amsterdam, the Netherlands, and is registered with the Commercial Register under number 68606052.

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