



# **General Terms and Conditions Holla N.V.**



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General terms and conditions of Holla legal & tax, with its registered business address in 's-Hertogenbosch and offices in Eindhoven and Utrecht.

### **Article 1**

Holla N.V. ("Holla") is a public limited company incorporated under Dutch law offering legal services and tax advice. The company has its registered office in 's-Hertogenbosch and branch offices in Eindhoven and Utrecht.

### **Article 2**

All assignments are deemed to be given to and accepted by or on behalf of Holla exclusively, even if it is the principal's explicit or tacit intention to have an assignment carried out by one or more specific persons. The applicability of the provisions under Sections 7:404 and 7:407, subclause 2 of the Dutch Civil Code is excluded.

In case an assignment is given by more than one principal, all principals are jointly and severally liable towards Holla for the obligations under the assignment.

Without prejudice to other statutory provisions, both the principals and Holla are entitled to terminate an assignment with due observance of a notice period that is reasonable under the given circumstances.

### **Article 3**

These terms are not only applicable in the relation to Holla, but also to its associates, such as its board members, advocates, tax advisors, employees and to any auxiliary persons engaged by Holla as if they had been stipulated by themselves.

### **Article 4**

In case an event occurs resulting in liability of Holla, any such liability of Holla is always limited to the amount paid under the terms of our professional liability insurance, increased with the applicable excess. Damages as a result of cyber risks, such as data leaks and hacking incidents are excluded from coverage and will therefore not be compensated.

### **Article 5**

In case Holla is liable for property damage or personal injury, its liability is limited to the amount paid out under the terms of our general liability insurance (AVB), increased with the applicable excess.

### **Article 6**

Holla is not obliged to compensate any damage as long as the principal falls short in fulfilling any of its obligations towards Holla.

### **Article 7**

Holla's aggregate liability is limited to EUR 30.000,- in case the aforementioned insurance policies do not offer any coverage.

**Article 8**

Any claim for damages expires one year after the principal has become aware of the damage and Holla's liability. Any claim expires 10 years after the occurrence of the event that could result in liability.

**Article 9**

Holla carries out assignments exclusively on behalf of the principal. Third parties cannot derive any rights from an assignment, the services carried out or the method used to perform an assignment. The principal is not permitted to transfer their rights under an assignment under any title whatsoever to a third party without prior permission from Holla in writing.

**Article 10**

All assignments given to Holla entail the principal's authorization to engage auxiliary persons and to accept any limitation of the liability of such auxiliary persons. Save for gross negligence or willful intent, Holla is not liable for the choice of or any shortcoming by auxiliary persons.

**Article 11**

Invoices are due for payment fourteen days after having been sent, without suspension or set-off. In case of late payment, the principal is liable for costs of collection, including a fixed surcharge of 15% to cover internal administrative and collection expenses.

**Article 12**

Unless explicitly agreed otherwise in writing, the rates apply for the duration of the calendar year in which they have been agreed and may be updated annually.

**Article 13**

Agreements concluded between Holla and the principal, as well as any further agreements ensuing therefrom, are governed exclusively by Dutch law and any dispute is exclusively subject to the justice of the court of Oost-Brabant.

Complaints in connection with the services rendered by Holla are governed exclusively by Holla's Complaints Code. This does not preclude the principal's rights under paragraph 4 of the Act on Advocates (in Dutch: *Advocatenwet*).

**Article 14**

This is an English translation of Holla's General Terms and Conditions. In case of any differences in the content, purport or interpretation, the original Dutch text prevails.