

# General Terms and Conditions

## Holla N.V.

**Holla legal & tax**

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## General terms & conditions Holla N.V.

**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**

Holla shall be the sole contractual counterparty to the principal or client (hereinafter referred to collectively or individually as the 'Principal'). 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 Principal 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 general terms and conditions shall apply to all existing and future agreements between Holla and the Principal, as well as to all acts, whether legal or otherwise, performed by Holla with, for, or towards the Principal, including any non-contractual obligations. All provisions contained in these general terms and conditions are stipulated for the benefit of any persons involved in the performance of assignments and/or any persons who may incur liability in connection therewith.

### **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

Pursuant to applicable law, Holla is in certain circumstances obliged, without informing the Principal, to:

- report any unusual transaction carried out or intended in the performance of the engagement to FIU-Netherlands in accordance with the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft);
- immediately report any established or intended cross-border (tax) arrangement within the meaning of Directive (EU) 2018/822 to the competent authority or authorities (due to legal professional privilege, this reporting obligation may rest with the Principal).

Holla shall never be liable for any adverse consequences resulting from a report made by Holla, even if such report later proves to be unfounded, unless the Principal demonstrates that making such report was, under the given circumstances, unacceptable according to standards of reasonableness and fairness. In such case, liability shall be limited as set out in Article 8. The Principal shall indemnify and hold Holla harmless against any and all third-party claims arising from reports made within the meaning of this Article.

## Article 7

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

## Article 8

Holla's aggregate liability is limited to EUR 30,000 in case the aforementioned insurance policies do not offer any coverage.

## Article 9

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 10

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 written permission from Holla.

## Article 11

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 12**

Invoices are due for payment 14 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. In the event of late payment, Holla shall additionally be entitled to charge the statutory interest to the Principal, without any further notice of default.

### **Article 13**

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

### **Article 14**

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 jurisdiction of the Oost-Brabant District Court.

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 15**

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.