

WINTERTALING

WINTERTALING GENERAL TERMS AND CONDITIONS

(version of 04-2022)

1. Wintertaling is a private limited liability company incorporated under Dutch law, registered in the Trade Register of the Chamber of Commerce under number 60490748.

Applicability

2. These General Terms and Conditions govern all types of services provided and all work performed by or on behalf of persons affiliated with Wintertaling, as well as all resulting or related legal relationships. Except as otherwise agreed, these General Terms and Conditions also govern any subsequent engagement of persons affiliated with Wintertaling. All engagements for the provision of services or the performance of work by persons affiliated with Wintertaling are accepted and performed exclusively by Wintertaling. "Persons affiliated with Wintertaling" means:
 - (i) any lawyer who works or has worked directly or indirectly at Wintertaling;
 - (ii) any professional company or management company of those lawyers and any alliance of those companies;
 - (iii) any legal or other employee who works or has worked at Wintertaling (under an employment contract or otherwise) and any person who works or has worked at or on behalf of Wintertaling, (under an employment contract or otherwise); and
 - (iv) any third party engaged in the performance of the engagement.
3. The applicability of any general terms and conditions of purchase or other terms and conditions of the client is expressly rejected. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.
4. These General Terms and Conditions apply in full to all persons and legal entities affiliated with Wintertaling and to all third parties that are engaged by Wintertaling in the performance of any engagement or that are or may be liable on that ground. Wintertaling is not liable for any breach or wrongful act by any third party engaged by it or any other third party. All the provisions made in these General Terms and Conditions for the benefit of Wintertaling constitute an irrevocable third-party clause within the meaning of Article 6:253 of the Dutch Civil Code, made on their behalf and for no consideration.
5. Wintertaling may engage third parties in the performance of an engagement. If Wintertaling engages a third party, Wintertaling is not liable towards the client for any errors made by that third party. Wintertaling is authorised to accept also on behalf of the client any provisions applied by those third parties to limit their liability.
6. The client indemnifies Wintertaling and all natural persons and legal entities affiliated with Wintertaling against the consequences of any third-party claim arising from or related to the performance of an engagement, including any costs of legal assistance, unless the claim is due to a professional error made by a lawyer affiliated with Wintertaling.

Expertise

7. Wintertaling's lawyers are registered in the Register of Legal Practice Areas of the Dutch Bar Association in respect of the principal and secondary legal practice areas listed on www.wintertaling.nl.
8. On the grounds of that registration, Wintertaling's lawyers are required to obtain ten CPD (Continuing Professional Development) points per calendar year in each registered principal legal practice area, in accordance with the standards of the Dutch Bar Association, unless the lawyer is exempt.

Fees and costs

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9. All the rates stated in the letter of engagement or in any other quote or cost estimate are exclusive of VAT and exclusive of other costs, including but not limited to office costs, travel and accommodation expenses, court registry fees, bailiff fees and Land Registry fees. The rates may be adjusted periodically. The hourly rates of lawyers and trainee lawyers increase as their experience and competences develop. Wintertaling may request an advance payment or additional payment for the work to be performed. As a rule, Wintertaling's services are invoiced each month on the basis of the hourly rate that applies at that time. Wintertaling may suspend its services if the client fails to perform its payment obligations, including failure to comply with a request for payment or a request to supplement an advance payment.

Payment

10. Invoices sent by Wintertaling must be paid within fourteen days after the invoice date, subject to default interest at a rate of 0.5% per month of the outstanding amount, including interest. Part of a month is regarded as a whole month. Collection costs are payable by the client. Extrajudicial collection costs are charged in advance at a fixed rate of 15% of the principal, whereby Wintertaling reserves the right to claim the actual costs incurred.

Liability and forfeiture

11. Any liability of Wintertaling and of any party that works for it or on its behalf is limited per claim awarded (multiple claims relating to all the services provided in respect of the same case, the same file or related files being regarded as one claim) in total to the amount paid in the case in question under the professional liability insurance policy or policies taken out by Wintertaling, plus the excess that applies under the policy or policies in question.
12. Wintertaling may unilaterally change the amount covered by its professional liability insurance. If such a change results in coverage that the client considers insufficient, Wintertaling and the client will consult and, if possible and in so far as Wintertaling may be required to do so in the case in question, agreements may be made on additional coverage. The costs of additional insurance of any higher coverage required by the client are charged to the client.
13. Further information on Wintertaling's professional liability insurance is available on request.
14. If no payment is made under Wintertaling's professional liability insurance, any liability of Wintertaling is limited to twice the amount invoiced and received by Wintertaling in the case in question, subject to a maximum of EUR 50,000.
15. Any liability of Wintertaling for consequential loss is excluded.
16. Wintertaling is not liable for any act or omission by any third party engaged by it or for any loss arising from any use of digital services.
17. Any claim against Wintertaling, except for those that it acknowledges, lapses twelve months after the claim arose.

Wwft and other notification requirements

18. The *Wwft* (Money Laundering and Terrorist Financing (Prevention) Act) applies to the services provided and activities performed by or on behalf of Wintertaling. The *Wwft* obligates lawyers to identify their clients/principals and to notify any unusual transaction conducted or proposed to the relevant authorities, such as FIU-Nederland (the Dutch Financial Intelligence Unit). Lawyers are therefore obligated to check whether a transaction (conducted or proposed) is an unusual transaction, e.g. whether there is reason to assume that the transaction is related to money laundering or the financing of terrorism. The *Wwft* sets indicators to identify situations of an unusual nature. Lawyers cannot rely on client confidentiality in such situations. Any unusual transaction (conducted or proposed) must be notified, of which the client/principal

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may not be informed. By accepting the applicability of these General Terms and Conditions, the client/principal confirms that he or she is aware of and accepts this provision, and undertakes to provide all information and documents requested by Wintertaling.

19. Wintertaling is obligated under the applicable regulations to report to the Chamber of Commerce any discrepancy it identifies between the information on the ultimate beneficial owner(s) within the meaning of the *Wwft* that it obtains from the Trade Register or the UBO Register and the information on the ultimate beneficial owner(s) that it has in its possession on other grounds, whereby it may not rely on client confidentiality.
20. Wintertaling may be obligated to report certain fiscal cross-border arrangements to the relevant authorities. The client may be under this reporting obligation in certain circumstances.

Data processing and archiving

21. If Wintertaling processes personal data, in the performance of an engagement or on any other ground, it does so in accordance with Wintertaling's privacy policy. That policy can be found at www.wintertaling.nl.
22. After a case is closed, the files are archived in physical or digital form for a period of ten years by and under the responsibility of the lawyer in charge of the case, unless privacy laws require earlier destruction. If available, the client or his or her legal successor may retrieve original documents or copies from a file (in which case that legal successor must demonstrate that capacity to Wintertaling's satisfaction), but only if and in so far as the costs involved are reimbursed and the General Data Protection Regulation does not so oppose. Notwithstanding the above, as a rule, original documents made available by the client are returned to the client before the file is archived. After a period of ten years, the lawyer in question arranges for the destruction of the file or documents in the file without further announcement or notice. After destruction or after that ten-year period, the client or his or her legal successor(s) may no longer rely in relation to the lawyer in question or Wintertaling on any facts and circumstances that could or should be apparent from a file, and a reversed burden of proof applies to the existence of file documents and the presence of those documents in the file or former file, and to the contents of the file or file documents, in the sense that the burden of proof rests on the other party (not being the lawyer in question or Wintertaling).

Governing law, complaints and disputes

23. The legal relationship between Wintertaling and the client is governed by Dutch law.
24. Wintertaling has an internal complaints procedure that applies to the lawyers and the persons who work under their responsibility. The complaints procedure can be found at www.wintertaling.nl. Complaints must be submitted within two months after the moment at which the client/principal became aware or could reasonably have become aware of the act or omission that gave rise to the complaint. If a complaint is not resolved after being handled, any disputes regarding the legal relationship with or the services provided by a lawyer of Wintertaling will be settled by the competent court of Amsterdam.
25. These General Terms and Conditions are available in Dutch and English and can be consulted at www.wintertaling.nl. The Dutch text prevails in the event of a dispute regarding the provisions or scope of these General Terms and Conditions.
