

GENERAL TERMS AND CONDITIONS MØLLER LEGAL

I. Applicability and scope

1. These general terms and conditions shall apply to all work carried out or to be carried out by or on behalf of Møller Legal, a private company with limited liability organised under Dutch law, with its statutory registered office in The Hague and listed in the commercial register of the Chamber of Commerce under Number 27285250. Any deviating or supplementary terms and conditions shall only apply after prior written record and consent.
2. These general terms and conditions also apply to any further or other engagement on the part of a client.
3. These general terms and conditions have also been stipulated for those natural persons and legal entities that are directly or indirectly associated with Møller Legal for the purposes of work carried out by or on behalf of the latter.
4. Only Møller Legal shall be deemed to be the contractor in relation to a client, even if it is the explicit or implicit intent that the work will be carried out by a specific person. Sections 7:404 and 7:407(2) of the Dutch Civil Code are not applicable.
5. In the event that these general terms and conditions are also published in another language, the Dutch version of these general terms and conditions shall prevail over any variant of them in another language.

II. Liability

6. Møller Legal shall also be entitled to involve any third party that is not directly or indirectly affiliated with Møller Legal in the performance of the work, provided that this is required to ensure that Møller Legal carries out its work properly. Møller Legal shall exercise the requisite level of due care when selecting such other party. Møller Legal shall not be liable for any errors or shortcomings of such other party in relation to the performance of their work. Møller Legal shall be entitled to accept, on behalf of a client, any limitation of liability which another party may stipulate.
7. Any liability on the part of Møller Legal shall be limited to the amount paid in the case in question under the professional liability insurance taken out by Møller Legal, increased by the amount of the excess applicable under the insurance in the case in question. Upon request, a copy of the professional liability insurance policy will be sent to the client.
8. In the event that no payment is made in the case in question under the professional liability insurance taken out by Møller Legal, the liability of Møller Legal shall be limited to a maximum amount equal to twice the fee which is billed in the case in question during the twelve (12) months prior to the event resulting in such liability but nevertheless subject to a maximum of EUR 250,000.00.
9. Any right of claim against Møller Legal related to the work carried out by or assigned to Møller Legal (including but not limited to any claim to compensate for damage) shall lapse one (1) year after the date on which the relevant client became aware or could reasonably have been aware of the existence of these rights of claim or of the damage concerned and possible liability of Møller Legal in this respect. In any event, these rights of claim shall lapse two (2) years after the relevant work has been carried out by or on behalf of Møller Legal
10. Any liability on any grounds whatsoever on the part of any person referred to in Article 3 towards a client or any other party associated with a client (this is also deemed to include a client's current or former director, employee, shareholder or group company) shall be explicitly excluded. Also acting on behalf of a party associated with them, a client shall waive all rights and claims, which they may acquire against a person referred to in Article 3 on any grounds whatsoever and shall do so in advance where necessary.
11. In the event that one (1) or more third parties claim compensation from Møller Legal for damages incurred in connection with any work carried out by or on behalf of Møller Legal for a client, the latter shall indemnify Møller Legal against such claim or claims and additional costs, insofar as Møller Legal is required to pay to the third party or parties in excess of the compensation that Møller Legal would have been required to pay the client if the latter had claimed compensation from Møller Legal for the damage sustained by the third party or parties.
12. In the event that both a client and a third party or parties claim compensation from Møller Legal in connection with work carried out for that client by or on behalf of Møller Legal, the damage sustained by the client shall not qualify for compensation insofar as the amount of the claim to be paid to the client would, as such or after having been increased by the amount of the claim to be paid to the third party or parties, be in excess of the maximum amount set out in Articles 7 or 8.

III. Fees and charging methods

13. Unless otherwise agreed in writing, the fee shall be calculated on the basis of the number of hours worked multiplied by the applicable hourly rates as determined by Møller Legal from time to time. In addition to the fee, a client shall be required to pay Møller Legal disbursements (external expenses) which the latter has paid for a client. At the start of the engagement (and on request in the case of any rate change), the applicable rates at that moment will be stated. Every year, as of 1 January, the applicable rates in relation to current cases shall be indexed. In addition to the aforementioned indexation, the agreed hourly rates for paralegals, and associates agreed upon at the start of the engagement shall be adjusted annually in accordance with the applicable hourly rate scales employed by Møller Legal. The indexation standard and hourly rate scales shall be supplied on request.

14. Insofar as is not otherwise agreed, bills for work and costs shall be issued in euros. A deposit may be required for any work that is to be carried out. Unless agreed otherwise in writing, any deposit shall not be set off against interim bills while the relevant work is carried out. In the event that there are grounds for doing so, a request may be made for an additional deposit. A deposit shall be set off against the final bill after completion of the work. Anything remainder of the deposit shall be refunded.

15. Insofar as is not agreed otherwise, Møller Legal shall observe a payment term of fourteen (14) days as of the date of the relevant bill. In the event that timely payment does not occur, Møller Legal shall be entitled to charge the legally stipulated interest on the unpaid amount as of the fifteenth (15) day after the relevant invoice date. If any outstanding bill is not paid even after various reminders, Møller Legal shall be entitled to suspend its work and to transfer the outstanding bill to a debt collection agency. The relevant client shall be liable for the associated interest and costs of the debt collection agency.

IV. Privacy

16. When carrying out its work, Møller Legal shall adopt appropriate measures to ensure confidentiality and non-disclosure. Møller Legal shall serve as the data controller for the purposes of processing personal data in relation to the provision of its services. Møller Legal shall process personal data in accordance with its privacy statement, which can be found on its website at www.mollerlegal.com.

V. Archiving

17. Møller Legal shall store any documents that are relevant to the work carried out by it or on its behalf after it terminates the relevant services in its archives (electronic or otherwise) in accordance with the Archiving Guide [Handleiding Archivering] of the Dutch Bar Association [Nederlandse Orde van Advocaten] for a period of five (5) years after which the relevant documents can be destroyed. Any original documents shall be provided to the relevant client if possible.

VI. Electronic communication

18. Electronic communication, which includes email, shall be deemed to be in writing. A client shall consent to electronic communication and shall be deemed to realise that, in spite of all of the security measures which Møller Legal has adopted, no absolute certainty can be provided with regard to security. Møller Legal shall not be liable in the event that electronic communication is intercepted, manipulated, delayed, is incorrectly transmitted or is infected with a virus. Where a client acts for the purposes of conducting a business or practising a profession, Sections 6:227b(1) and 6:227c of the Dutch Civil Code shall not apply.

VII. Complaints procedure and choice of forum

19. The Complaints Procedure employed by Møller Legal in respect of any work carried out by it or on its behalf shall apply and may be found on the website at www.mollerlegal.com.

20. Every contractual and non-contractual legal relationship between Møller Legal and a client which arises pursuant or in relation to work performed by or on behalf of Møller Legal or which it has been engaged to carry out is governed by Dutch law.

21. Any dispute which occurs pursuant or in relation to work performed by or on behalf of Møller Legal or which it has been engaged to carry out, or one which concerns its legal relationship with a client in some other way shall in the first instance be subject to the exclusive jurisdiction of, and shall be exclusively decided by the Court of The Hague, unless the dispute is submitted to a disputes committee and the latter has jurisdiction to hear and to decide on that dispute.

VIII. Final clause

22. Møller Legal may amend these general terms and conditions from time to time without prior notice. The amended terms and conditions shall govern all subsequent legal relations with a client. These general terms and conditions may be found on the website at www.mollerlegal.com.