

STANDARD TERMS AND CONDITIONS

Beer advocaten N.V.

1. **The public limited company Beer advocaten N.V.**

Beer advocaten N.V. is a public limited company under Dutch law, having its registered office in Amsterdam ('Beer advocaten'). Beer advocaten is a company that has taken over and continued the business of the partnership of Beer advocaten.

2. **Applicability of terms and conditions**

These Standard Terms and Conditions apply to all services (to be) provided by or on behalf of Beer advocaten and to all legal relations of Beer advocaten with third parties, regardless whether such services are provided by Beer advocaten in a capacity as lawyer, (legal and non-legal) associate, insolvency practitioner, administrator, liquidator, executor, arbitrator, binding advisor, mediator or otherwise. The applicability of other standard terms and conditions, of clients, for instance, is hereby explicitly dismissed.

3. **Assignments accepted and executed by Beer advocaten exclusively**

- a) Beer advocaten is the sole party executing all services. All assignments are accepted and executed by Beer advocaten exclusively. Third parties cannot derive any rights from the execution of services for clients. The applicability of Sections 7:404 and 7:407.2 of the Dutch Civil Code is hereby explicitly excluded.
- b) Clients waive the right to hold partners (directors and/or shareholders), employees, (legal) persons and third parties affiliated with Beer advocaten liable for any loss sustained by clients.
- c) Partners (directors and/or shareholders), employees, (legal) persons and third parties affiliated with Beer advocaten can invoke this third-party clause agreed for them.

4. **Engagement of third parties**

If it should engage third parties in connection with assignments, Beer advocaten will discuss this with clients in advance if and to the extent possible. Beer advocaten will exercise due care in selecting such third-party contractors. Beer advocaten is not liable for any errors or failures of such third parties in executing the services. Beer advocaten has the right to accept any limitation of liability stipulated by such third parties on the clients' behalves.

5. Limitation of liability

- a) Beer advocaten is insured against professional liability risks for a maximum of € 10 million per year.
- b) Any liability for compensation of Beer advocaten in case of liability on the part of Beer advocaten and/or persons who work or have worked for Beer advocaten, either as a partner (director and/or shareholder), employee, (medical) advisor, third-party contractor or in any other capacity, for services (to be) provided by or on behalf of Beer advocaten or otherwise related to assignments awarded to Beer advocaten, is limited to the amount paid under the professional liability insurance policies taken out by Beer advocaten, increased by the amount of excess that under the policy terms is not paid by the insurer(s).
- c) If no payment is made under the policies referred to in a and b, any liability of Beer advocaten will be limited to the loss established at law or otherwise or, if such loss exceeds the fees charged by Beer advocaten for the assignment in question, up to an amount equalling that fee, up to a maximum of € 100,000.
- d) Clients must notify Beer advocaten in writing of any professional errors that could give rise to the liability referred to in a and b within one (1) year after they have established or reasonably should have established the professional error. Any claim for compensation that could arise from the liability referred to in a and b will lapse if the professional error has not been notified within the above term.
- e) Not just Beer advocaten as the contractor but all (legal) persons involved in the execution of the assignment – both (legal) persons affiliated with Beer advocaten and third parties – may invoke these standard terms and conditions.

6. Calculation of fee

Unless otherwise agreed, clients must pay Beer advocaten the fees for the services based on the time spent on the case in question as well as the costs of medical advice, based on the hourly rates charged by the relevant lawyer and/or the medical advice as periodically determined by Beer advocaten. The lawyers charge different rates depending on their experience and specialist knowledge.

7. External fees

Any external costs (disbursements) paid by Beer advocaten on behalf of clients will be charged separately.

8. Invoicing of services

- a) Beer advocaten will periodically invoice clients for the services provided, setting a payment term of two weeks from the date of invoice. Failing timely payment clients will be in default and Beer advocaten will have the right to charge interest at the statutory rate as well as the costs of collection.
- b) If Beer advocaten agrees with clients that invoicing will be delayed by more than one year, Beer advocaten will invoice the services over the full period based on the lawyer's rate as applicable at the time of invoicing.

9. Advances

Before beginning or continuing its services, Beer advocaten always has the right to request that clients pay one or more advances, which will be set off later. Failing (timely) payment of the advance, Beer advocaten has the right not to start its services, or to suspend or discontinue its services after prior notice. Unless expressly agreed otherwise, advances will be set off against the final invoice in the relevant case. Beer advocaten also has the right to set off advances against any outstanding invoices in the case in question or in another of the defaulting client's cases. Beer advocaten may change its rates (fees) effective from a future date.

10. Destruction of old files

Retaining data:

In accordance with the General Data Protection Regulation Beer advocaten retains data for no longer than necessary.

Files will be kept in Beer advocaten's archives for a period of twenty years after closing a case. After expiry of this term the files and the documents they contain will be destroyed without prior notice.

11. Complaints procedure

The complaints officer of Beer advocaten will take complaints about the execution of assignments under consideration in accordance with the internal complaints protocol.

12. Scope of standard terms and conditions

The provisions contained in these Standard Terms and Conditions have been drawn up and stipulated for and in the interest of the partners (directors and shareholders) of Beer advocaten, the directors of the shareholders and all persons who work or have worked for Beer advocaten, either as partner (as referred to above), employee, (medical) advisor, third-party contractor or in any other capacity.

13. Language

These Standard Terms and Conditions have been drawn up in both Dutch and English. In the event of discrepancies or conflicts between the Dutch and the English text or its interpretation, the Dutch version will prevail.

14. Governing law

All legal relations between clients and Beer advocaten are governed by Dutch law.

15. Disputes

Any disputes arising from or related to the services provided by or on behalf of Beer advocaten or assigned to Beer advocaten and/or the legal relations with clients or other third parties are subject to the exclusive jurisdiction of and are decided exclusively by the competent court of Amsterdam, without prejudice to the right of appeal and appeal in cassation.

Amsterdam, 30 September 2019

These Standard Terms and Conditions have been filed with the registry of the Court of Amsterdam under number 60/2019 The Standard Terms and Conditions are also available at the website of Beer advocaten (www.beeradvocaten.nl), and at the reception of Beer advocaten's offices at Prinsengracht 515 in 1016 HR Amsterdam. On request we will send you a copy free of charge.