

General Terms & Conditions

Deviant Legal

GENERAL TERMS & CONDITIONS

Version : 1.1
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INTRODUCTION

Please read these General Terms & Conditions carefully as they apply to the Agreement and the Services provided by Deviant Legal. Engaging Deviant Legal for the Services constitutes an acceptance of the General Terms & Conditions.

Deviant Legal is insured for professional liability. The information about the insurance coverage will be provided upon request.

Deviant Legal does not have a Foundation for the Management of Third Party Funds (*"Stichting Beheer Derdengelden"*).

PRIVACY

Deviant Legal believes it is important to be transparent about how personal data is processed. For more information, Deviant Legal refers to the applicable privacy policy.

1. Definitions & Interpretation

1.1. The following definitions are used in these General Terms & Conditions:

- A. **Agreement:** the agreement between the Client and Deviant Legal regarding the Services (including these General Terms and Conditions);
- B. **Affiliated Party:** every lawyer (*"advocaat"*), legal counsel and every other person who works or has worked for Deviant Legal (on the basis of an employment agreement or otherwise).
- C. **Client:** the legal entity and/or the natural person engaging Deviant Legal for providing the Services;
- D. **Deviant Legal:** the private company with limited liability Deviant Legal B.V.;
- E. **Fee(s):** the compensation for Services provided by Deviant Legal;
- F. **Services:** the services as agreed between the Client and Deviant Legal.

1.2. The General Terms & Conditions are available in Dutch and English. Both versions have the same legal force.

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2. Engagement of Deviant Legal for the Services

- 2.1. An agreement for services between the Client and Deviant Legal will only come into existence when Deviant Legal or an Affiliated Party accepts the Client's engagement for services.
- 2.2. The Client's engagement of an Affiliated Party will not result in an agreement between the Client and the Affiliated Party.
- 2.3. In case the Client request that work will be carried out or continued by an Affiliated Party, then Deviant Legal will meet that request to the extent possible. Deviant Legal will take the limitations imposed by its business and the demands of its other clients into account in this case. Articles 7:404 and 7:409 of the Dutch Civil Code will not apply.
- 2.4. In case Deviant Legal is engaged to provide services together with a third party, Deviant Legal will only be liable for the performance of those obligations that are explicitly Deviant Legal's obligations. Article 7:407 paragraph 2 of the Dutch Civil Code will not apply.
- 2.5. The Client shall provide Deviant Legal with any information that Deviant Legal requires to meet any obligations to establish the identity of clients and persons affiliated with the Client, including obligations under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (*"Wet ter voorkoming van witwassen en financieren van terrorisme"*).

3. Performance of the Services

- 3.1. Deviant legal will make best commercial efforts to perform the Services (*"inspanningsverplichting"*). The Client understands and agrees that no specific outcome of the Services can be guaranteed.
- 3.2. The Client will provide Deviant Legal with all information required to perform the Services in a timely fashion. The Client is responsible for ensuring that the information provided is complete and accurate.
- 3.3. The timelines agreed between Deviant Legal and the Client for the performance of the Services do not constitute strict deadlines, except in case this has been agreed otherwise.

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3.4. Deviant Legal may engage third parties in providing the Services, including but not limited to couriers, bailiffs, translators, experts, and foreign counsel. Deviant Legal may engage these third parties in its own name or, as an authorized representative, in the name of the Client. The Client is bound by the conditions agreed between Deviant Legal and these third parties.

4. Fee(s)

- 4.1. The Fee will be based on the applicable hourly rates, except when an alternative Fee has been agreed upon.
- 4.2. Deviant Legal may require an advance payment from the Client for the performance of the Services (including for financing the expenses as referred to in article 4.4). An advance payment will be settled with the Fee and/or expenses incurred by Deviant Legal, unless otherwise agreed.
- 4.3. Expenses incurred by Deviant Legal in the performance of the Services will be for the Client's account. This includes, but is not limited to courier, travel and accommodation costs, registration and court fees, and costs charged by third parties.
- 4.4. Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless:
 - A. the Client is established in another European Union member state than the Netherlands and the Client has provided Deviant Legal with a valid VAT number; or
 - B. the Client is established outside the European Union.
- 4.5. Deviant Legal will invoice the client on a monthly basis for the Services performed in the previous month, unless agreed upon otherwise. Payment of the invoice will have to be made within fourteen (14) days after the invoice date. The Client does not have the right to suspend payment or to deduct any amount from the invoice.
- 4.6. The Client has fourteen (14) days after the invoice date to notify Deviant Legal of any objections to the invoice. If the Client fails to do this, the invoice will be deemed to be accepted.
- 4.7. In case the invoice is not paid on time, judicial and extra-judicial costs relating to the collection of the invoice will be paid by the Client with a minimum of 15% of the amount to be collected.

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4.8. As long as the Client has not paid the invoice (in full), Deviant Legal has a right of retention against everything held in Deviant Legal's possession for the Client.

4.9. Deviant Legal is entitled to suspend its activities for the Client in case the Client continues to be in default of full payment of the invoice despite notice thereof by Deviant Legal.

5. Confidentiality

5.1. Deviant Legal will keep the Services confidential, as well as everything related to the Services or anything it will become aware of in connection with the Services. Deviant Legal will take reasonable measures to ensure that Affiliated Persons will do the same. An exception is made where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or where disclosure is desirable with a view to providing the Services.

5.2. Deviant Legal shall retain its files and all documents and other data carriers at its disposal in connection with the services during the statutory retention period. After this period, Deviant Legal may destroy documents without notifying the Client.

6. Liability

6.1. Every compensation claim will expire one year after the date on which the client became aware of the damage and of Deviant Legal's liability for the damage.

6.2. Deviant Legal will in no event be liable for the following losses and/or damages:

- A. Indirect damages and losses;
- B. Consequential damages and losses.

6.3. The liability on the part of Deviant Legal is limited to the amount paid out for the relevant claim under Deviant Legal's insurance increased with the applicable deductible. Liability for damage caused by an event not covered by any insurance is limited to an amount paid by the Client for the Services associated with the relevant claim (with a maximum of € 50.000 (fifty thousand)).

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6.4. The Client indemnifies Deviant Legal against any claims made by third parties in connection with the Services.

6.5. The limitations of liability of Deviant Legal as described in this article do not apply in case of willful misconduct or gross negligence (*"opzet of bewuste roekeloosheid"*).

7. Termination

7.1. The Client may terminate the Agreement at any given time by providing written notice to Deviant Legal.

7.2. Deviant Legal may terminate the Agreement by giving the Client fourteen (14) days prior written notice.

7.3. In case the Agreement is terminated, the Client will owe the following fees:

- A. the fees for the work carried out by Deviant Legal up and until the moment of termination; and
- B. the fees for any subsequent work Deviant Legal may need to do to transfer the matter to the client or a third party.

8. Modification of these General Terms & Conditions

8.1. Deviant Legal has the right to unilaterally update and/or change the terms and conditions of these General Terms & Conditions. The Client will be notified of any material change to the General Terms & Conditions. The Client's continued use of the Services after a change of the General Terms & Conditions constitutes the acceptance of these terms.

9. Miscellaneous

9.1. If any term of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, that term will be deemed not to form part of the Agreement, but the remainder shall remain in full force and effect.

9.2. The Agreement is to be governed by and construed under the laws of the Netherlands.

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9.3. Any complaints about the Services will be handled in accordance with the complaints procedure of Deviant Legal. This complaints procedure is available on request.

9.4. Any and all disputes arising from or in connection with this Agreement shall be subjected to the exclusive jurisdiction of the court of Zeeland-West-Brabant, the Netherlands.

If you have any questions about these General Terms & Conditions, please contact Deviant Legal at rene.otto@deviantlegal.com.

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