

GENERAL TERMS AND CONDITIONS KEIJSER VAN DER VELDEN N.V.

Assignments

1. These general terms and conditions apply to all assignments received by Keijser Van der Velden N.V. (“Keijser Van der Velden”).
2. All client assignments are understood to have been given exclusively to Keijser Van der Velden; this understanding also applies if it is the explicit or implicit intent that the assignment shall be performed by a specific person affiliated with Keijser Van der Velden. The application of Article 7:404 of the Dutch Civil Code, which relates to such events, is herewith excluded. In addition, Article 7:407 paragraph 2 and Article 7:409 of the Dutch Civil Code do not apply. The term “person affiliated with Keijser Van der Velden” includes: employees, advisors, Stichting Beheer Deringelden Keijser Van der Velden, partners, shareholders of Keijser Van der Velden and everyone with whom Keijser Van der Velden has a (silent) partner agreement.

Liability

3. If, in the implementation of a client assignment or in connection therewith, an event should occur which leads to the liability of Keijser Van der Velden, such liability shall be limited to the amount or amounts paid out, if any, under Keijser Van der Velden’s professional liability insurance, apart from Keijser Van der Velden’s deductible as determined by this insurance. The event mentioned in the preceding sentence includes a failure to act.

If, or in so far as, no amount or amounts are, for whatever reason, paid out under the professional liability insurance, the liability of Keijser Van der Velden shall be limited to twice the fee charged to the client by Keijser Van der Velden for the relevant case in the year prior to the event from which liability has arisen, up to a maximum of € 50.000.

4. In the event that, whether or not in the implementation of a client assignment, damage, for which Keijser Van der Velden is liable, is inflicted to persons or (personal) property, such liability shall be limited to the amount or amounts paid out, if any, under Keijser Van der Velden’s third-party indemnity insurance, apart from Keijser Van der Velden’s deductible as stated under this insurance.
5. Each claim for compensation of damages expires one year from the day after which the client has become aware of the damages and of Keijser Van der Velden as the liable party in connection therewith.
6. In the event that Keijser Van der Velden engages a non-affiliated person in connection with the implementation of a client assignment, Keijser Van der Velden shall not be liable to the client for any errors made by such person. By giving an assignment to Keijser Van der Velden, the client authorises Keijser Van der Velden to accept every limitation of liability requested by such a non-affiliated person on the client’s behalf.
7. If, in connection with the implementation of a client assignment, a third party claims compensation for damages from Keijser Van der Velden, the client shall financially safeguard Keijser Van der Velden from all costs related thereto, including legal costs, penalties and damages that Keijser Van der Velden is ordered to pay except in cases where Keijser Van der Velden is reimbursed for such costs by way of an insurance policy or in cases where Keijser Van der Velden can be shown to have committed an intentional act or gross negligence.
8. The limitations of liability and rights to damage compensation contained in these general conditions also apply to each person currently affiliated with Keijser Van der Velden, persons who have been affiliated with Keijser Van der Velden in the past and to legal successors of such persons. The aforementioned persons may invoke these general terms and conditions.
9. In applicable cases, Keijser Van der Velden shall keep third-party money in custody in a bank account in the name of Stichting Beheer Deringelden Keijser Van der Velden. Stichting Beheer Deringelden Keijser Van der Velden is not liable in the event that the bank in which the account is held does not meet its obligations.

Client identification and verification

10. As a result of applicable regulations (including the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism) Keijser Van der Velden is obliged to establish the identity of its clients, to verify and, under certain circumstances, to report unusual transactions to the authorities with due observance of and in compliance with the applicable legal requirements. By giving an assignment to Keijser Van der Velden, the client confirms awareness thereof and, to the extent necessary, consents thereto.

Fees, honoraria and payments

11. All fees and hourly rates, including travelling and other expenses, are stated without VAT and office expenses. Keijser Van der Velden keeps the right to reasonably and periodically raise the hourly rates. Travelling expenses will be charged separately unless agreed differently.
12. Invoices from Keijser Van der Velden must be paid within 21 days. Keijser Van der Velden will charge legal interest on fees that are not credited to its bank account within 28 days from the date of the invoice. Such legal interest shall be calculated from the 29th day in

accordance with Article 6:119 or Article 6:119a of the Dutch Civil Code. All costs of collection, both judicial and extrajudicial, shall be borne by the client.

General Data Protection Regulation

13. Keijser Van der Velden respects the protection of personal data that Keijser Van der Velden collects and uses both for work and in compliance with legal requirements. Further information concerning the manner in which Keijser Van der Velden uses personal data in accordance with the *Algemene Verordening persoonsgegevens (General Data Protection Regulation)* can be found in the Privacy Policy which is available on the website of Keijser Van der Velden (<https://www.keijservandervelden.nl/en/>).

Storage

14. All original documentation will be sent to the clients upon closure of the matter. Keijser Van der Velden will keep all relevant information (digitally or physically) for a maximum period of seven years.

Applicable law and interpretation

15. The relationship between Keijser Van der Velden and its clients shall be governed by Dutch law.
16. These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising as to the contents or purport of these general terms and conditions, the Dutch language version shall be binding.

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