

Davina Advocatuur B.V., a private limited company incorporated under Dutch law and regulations, registered at Celebesstraat 75, (2585 TG) The Hague, with Chamber of Commerce number 9691922 ("Davina Advocatuur").

1. General

- 1.1. The Work shall be performed in accordance with these General Terms and Conditions and specifications as set out in the Agreement concluded between the Parties.
- 1.2. Parties is understood to mean Client and Davina Advocatuur.
- 1.3. Work is understood to mean all assignments accepted and executed by Davina Advocatuur and the services provided by Davina Advocatuur for the benefit of the Client.
- 1.4. "Client" is defined as: the person for whom Davina Advocatuur performs assignments or the person for whom Davina Advocatuur provides services.
- 1.5. All agreements for services are concluded between the Client and Davina Advocatuur. Third parties cannot derive any rights from these.
- 1.6. The agreement between the Client and Davina Advocatuur comes into effect at the moment it is accepted by Davina Advocatuur.

2. Costs, prices and payment terms

- 2.1. Before the Client and Davina Advocatuur reach an agreement, the Client shall ascertain whether he/she is entitled to publicly funded legal aid. The Legal Aid Board is the competent authority to determine whether or not the Client is entitled to publicly funded legal aid. To this end, the Client shall provide all necessary, correct, and complete information to the Legal Aid Board.
- 2.2. If the Client is not entitled to publicly funded legal aid, Davina Advocatuur will charge a fee for the work performed. If no fixed amount has been agreed for these costs, Davina Advocatuur will charge a reasonable amount based on the applicable hourly rate and other factors. This will be recorded in writing at the start of the assignment.
- 2.3. All costs other than costs for the execution of the assignment or the provision of services ('additional costs') shall be borne by the Client, regardless of whether he/she is entitled to publicly funded legal aid. Additional costs include, but are not limited to, the following:
 - bailiff's fees;
 - court fees;
 - extract costs;

- expert fees;
- costs for witnesses called by the Client.

- 2.4. Davina Advocatuur may request an advance payment to cover the above-mentioned costs. Furthermore, the Client may draw up a payment arrangement in agreement with Davina Advocatuur to cover the additional costs.
- 2.5. Invoices must be paid to Davina Advocatuur within 30 days.

3. Complaints

If the Client has complaints regarding the working methods of Davina Advocatuur, he/she may submit his/her complaint in writing to the authorized employee of Davina Advocatuur. For further regulations regarding complaints, the Complaints Procedure of Davina Advocatuur applies.

4. Data Protection

- 4.1. All personal data provided by the Client to Davina Advocatuur and all communication between the parties are stored by Davina Advocatuur carefully, securely, and in accordance with relevant laws and regulations.
- 4.2. All electronic communication between the Parties shall be considered written communication. Davina Advocatuur retains all communication (electronic and paper files) between the parties for 5 years following the last contact regarding the case. Upon expiration of this period, all communication will be deleted and destroyed by Davina Advocatuur.
- 4.3. The Client may request Davina Advocatuur to transfer the file and the communication prior to destruction to him/her.
- 4.4. For further provisions regarding data protection, the Privacy Statement of Davina Advocatuur applies.

5. Limitation of liability

- 5.1. The contractual liability of Davina Advocatuur towards the Client is limited to the amount paid to Davina Advocatuur under the professional liability insurance taken out by it, plus the deductible in accordance with the policy conditions.
- 5.2. If no payment is made under the professional liability insurance and the Client is entitled to publicly funded legal aid, Davina Advocatuur's liability shall be limited to the amount paid to Davina Advocatuur by the Legal Aid Board, plus the Client's own contribution.
- 5.3. If there is no payment under the professional liability insurance and the Client is not entitled to publicly



funded legal aid, the extent of the limitation of liability depends on the amount (including VAT) that the Client has paid to Davina Advocatuur in the twelve months preceding the moment of liability. If the amount paid by the Client exceeds EUR 25,000, the liability of Davina Advocatuur is limited to EUR 25,000

- 5.4. The employees of Davina Advocatuur are in no case personally liable for the damage suffered by the Client.

6. Applicable law and dispute resolution

- 6.1. Dutch law applies to all agreements between the Parties regarding the Work performed by Davina Advocatuur for the Client.
- 6.2. All disputes arising from the agreement between the Parties shall be submitted exclusively to the competent court of the District Court in The Hague.