

**CLAUSE 1: DEFINITIONS**

1. In these General Conditions the following definitions apply:

User:	every natural person or legal entity who is a member of or has members with NEVOA and who has declared these General Conditions applicable in accordance with Clause 2.
Client:	The counterparty of the User in an Agreement.
Agreement:	the agreement to provide services.
Personal Data:	all information concerning an identified or identifiable natural person as meant in Clause 4 under 1 of the General Data Protection Regulation which the User processes on behalf of the Client and which are described in the Agreement.
NEVOA	The professional organisation for corporate legal advisors in the Netherlands, see <a href="http://www.nevoa.nl">www.nevoa.nl</a> .

**CLAUSE 2: APPLICABILITY**

- These General Conditions are applicable to all legal relationships between the User and the Client to which the User has declared these General Conditions applicable.
- These General Conditions apply likewise to all agreements with the User for the implementation of which third parties must be engaged.
- Any deviations from these General Conditions are only valid if they have explicitly been agreed in writing between the User and the Client.
- The applicability of any purchasing conditions, or other conditions that the Client may have, is explicitly rejected.
- If one or more provisions in these General Conditions are invalid or is/are annulled, the remaining provisions of these General Conditions will remain fully applicable. The User and the Client will then consult each other in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the original provision.

**CLAUSE 3: QUOTATION, CONFIRMATION OF THE ASSIGNMENT AND FORMATION OF AGREEMENT**

- All quotations of the User are without obligation unless a period for acceptance has been stipulated.
- An Agreement will be formed at the moment that 1) the quotation has been accepted in writing by the Client, or 2) if the User has confirmed in writing an assignment from the Client, or 3) if the User commenced the assignment. The User is free to prove that the Agreement has been formed in another way.
- The prices stated in the quotation or confirmation of the assignment are excluding VAT and other government levies, as well as any costs to be incurred in connection with the Agreement including disbursements, shipping and administrative costs, unless otherwise indicated.
- If the acceptance differs (with respect to minor items) from the offer included in the quotation this shall not bind the User. The Agreement will then not be formed according to this different acceptance unless the User indicates otherwise.
- An aggregate quotation does not oblige the User to perform a part of it for a corresponding part of the quoted fee.
- Quotations do not automatically apply to any future assignments.
- In the event that these General Conditions and the Agreement include contradictions, the conditions included in the Agreement will prevail.

**CLAUSE 4: PERFORMANCE OF THE AGREEMENT**

- The User will perform the Agreement or have it performed to the best of his ability and understanding. However, the User cannot guarantee to achieve any intended result.
- The User will also carry out the Agreement or have it carried out with due observance of the rules of conduct of NEVOA applicable to it, as included in the Professional Conduct Regulations. A copy of these Regulations will be sent to the Client on request.
- The Client will respect the obligations arising from the Professional Conduct Regulations for the User or for those working at the User or for him. An assignment will only be accepted and performed by the User and not by or on behalf of an individual employee of the User, irrespective of whether the Client awarded the assignment explicitly or tacitly with a view to its performance by a certain employee or certain employees of the User. Articles 7:404 and 7:407 subsection 2 of the Dutch Civil Code are explicitly excluded. This provision has also been stipulated for all natural persons and legal entities, including third parties, engaged by the Client in performing the activities. If and as far as in the User's opinion it is necessary for the good performance of the Agreement, the User will be entitled to have certain activities carried out by third parties.
- The Client shall take care that all data and records which the User indicates are necessary for the correct implementation of the Agreement or of which the Client should reasonably understand that they are necessary for this, are provided to the User within due time in the required format and in the required way. The Client is obliged to inform the User immediately of any facts and circumstances which might be relevant in connection with the performance of the Agreement.
- The Client warrants the accuracy, completeness and reliability of the data and records provided to the User, even if they originate from third parties.
- The User is not liable for damage of any nature whatsoever due to the User basing itself on any inaccurate and/or incomplete data or documents provided by the Client.
- If the User has not, not within due time or not properly been provided with the data or documents required for the performance of the Agreement the User will be entitled to suspend the performance of the Agreement and/or charge the Client for the extra costs and extra fee arising from the delay in the performance of the Agreement in accordance with the usual rates.
- If it has been agreed that the Agreement is to be carried out in phases, the User can suspend the performance of those parts which belong to the next phase until the Client has approved the results of the preceding phase in writing.
- If activities are carried out by the User or persons or third parties engaged by the User in connection with the Agreement at the site of the Client or a location indicated by the Client, the Client will provide the facilities required to this end free of charge.
- The Client indemnifies the User against any claims by third parties who suffer any damages in connection with the performance of the Agreement and which damages are attributable to the Client.
- The Client relinquishes the right to hold liable any persons or legal entities who/which are working at or are affiliated to the User on account of an attributable failure or a wrongful act.

**CLAUSE 5: AMENDMENTS TO THE AGREEMENT**

- If, during the performance of the Agreement, it appears that it is necessary to make amendments or additions to the work to be carried out in order to perform the Agreement properly, the parties will amend the Agreement accordingly within due time and in mutual consultation.
- If the parties agree to amend or supplement the Agreement, this may affect the completion date of its fulfilment. The User will inform the Client of this as soon as possible.
- If an amendment or supplement to the Agreement will have financial and/or qualitative consequences, the User will inform the Client of this in advance.
- If a fixed fee has been agreed, the User will indicate in this connection the extent to which the amendment or supplement to the Agreement will result in this fee being exceeded.
- The User can only carry out additional work and charge the Client for costs additional to those agreed, if the Client has given his consent to this, unless these activities are covered by the duty of care of the User.

#### CLAUSE 6: CONTRACTUAL TERM AND IMPLEMENTATION PERIOD

1. The Agreement between the User and a Client is entered into for an indefinite period of time unless otherwise arising from the content, nature or purport of the Agreement or if the parties have explicitly agreed otherwise in writing.
2. If the Client owes an advance payment or if he has to provide data or documents required for the implementation, the period within which the activities must be completed will only commence after the advance payment has been received in full or the data or documents have been provided by the Client.
3. If within the term of the Agreement for completing certain activities a term has been agreed, this will never be a deadline. In the event that a term has been exceeded, the Client should therefore give the User a notice of default in writing.

#### CLAUSE 7: FEE

1. Upon the formation of the Agreement the parties can agree a fixed fee or a fee based on the actual time spent with an hourly rate, unless otherwise agreed.
2. If no fixed fee is agreed, the fee will be determined on the basis of the actual time spent. The fee is calculated according to the hourly rate of the User applicable to the period in which the activities are carried out.
3. The User is entitled to review the hourly rate periodically. This is partly based on the adjustments to the price index figure for business services, but may also be related, for example, to the increased qualifications and experience of the lawyer engaged.
4. In the event of changes in wages and/or prices after the formation of the Agreement but before the Agreement has been fully performed, the User will be entitled in the interim to adjust the fee or the hourly rate. In doing so the User will specify the amount and the date on which the increase will become effective.
5. The Client is entitled to dissolve the Agreement if the fee or the hourly rate is increased within three months after entering into the Agreement. After this period has expired the Client will be entitled to dissolve the Agreement if the increase exceeds 10%. The Client is not entitled to dissolve the Agreement if the increase of the fee or hourly rate arises from an authorisation by virtue of the law.
6. The Client will be charged the fee of the User, if necessary increased by the disbursements, costs and invoices of third parties engaged, per month or after the performance of the Agreement unless the User and the Client have made other agreements in this respect.
7. The value added tax will be charged separately on all the amounts payable by the Client to the User.

#### CLAUSE 8: PAYMENT

1. Payment of the invoice sent by the User must take place without any deductions, discounts or set-off within 14 days after the invoice date. Moreover, payment must take place in Dutch currency by means of a transfer to the credit of a bank account to be indicated by the User. Any objections to the amount of the invoices or complaints within the sense of Clause 10 do not suspend the payment obligation of the Client.
2. If the Client fails to pay in full and within due time (within the period stipulated in Clause 8, paragraph 1), the Client will be in default by operation of law without any further notice of default being required. The Client will then owe the statutory interest, or the statutory commercial interest (in connection with commercial transactions). The interest on the amount due and payable will be calculated from the date that the Client is in default until the date of payment in full.
3. The User is at all times entitled to demand an advance for payment of his activities, disbursements and/or costs.
4. If at the User's discretion the financial position or the payment history of the Client gives rise to it, the User will be entitled to demand that the Client immediately furnishes (additional) security in a form to be determined by the User. If the Client fails to furnish the required security, the User will be entitled - notwithstanding his other rights - to suspend immediately the further performance of the Agreement and everything the Client owes to the User on any account whatsoever will become immediately due and payable. In the event of a winding-up, a bankruptcy, moratorium or debt rescheduling or seizure at the expense of the Client, anything the Client owes to the User will also become immediately due and payable.
5. The User is entitled to allow the payments made by the Client to serve firstly to reduce the costs, then to reduce the interest outstanding and finally to reduce the principal amount and the current interest.
6. The User may refuse an offer of payment, without thus being in default, if the Client indicates that the payment is to be applied in a different order.
7. The User may refuse the full repayment of the principal amount if the payable and current interest as well as the costs are not concurrently paid.
8. If the Agreement has been entered into by two or more Clients, they will be jointly and severally bound for the payment of the outstanding amounts, insofar as the activities have been performed for the joint Clients.

#### CLAUSE 9: INTEREST AND COLLECTION COSTS

1. If the Client is a consumer and after the first payment period has expired as referred to in Clause 8 paragraph 1 he has not or not fully fulfilled the payment obligation, the User will send a written demand to the Client for payment of the outstanding amount and the statutory interest on it within a second period of 14 days, with a notice of the extrajudicial collection costs according to the extra-judicial collection costs sliding scale ('BIK'). If the Client has not or not fully fulfilled the payment obligation within the second payment period, the extra-judicial collection costs will be payable, as well as the statutory interest on the extra-judicial costs from the date on which they become payable. If the Client is an entrepreneur or legal entity and has not or not fully fulfilled the payment obligation as specified in Clause 8 paragraph 1, the extra-judicial collection costs will be payable immediately (without any demand) according to the BIK (extrajudicial collection costs) sliding scale as well as the statutory commercial interest on the extra-judicial collection costs.
2. The User will send to the Client a written demand for payment of the outstanding amount, the interest payable on the outstanding amount, the extra-judicial collection costs and the statutory interest on it, within a 7 day deadline.
3. If after the deadline has expired the Client has not or not fully fulfilled his payment obligations, the User will be able to bring a legal action against the Client. All court and/or execution costs which the User had to incur as a result of the non-fulfilment by the Client will then also be at the expense of the Client.

#### CLAUSE 10: CLAIMS AND COMPLAINTS

1. A complaint with regard to the activities performed or about the invoice sent must be submitted in writing within 30 days after the activities performed or within 30 days after the invoice date of the invoice, or be made known to the User in writing within 14 days after the discovery of a defect (provided that the Client can demonstrate that he could not reasonably have discovered the defect earlier). The complaint must include as detailed a description of the failure as possible in order to enable the User to assess the complaint and to respond adequately to it. If the complaint is not submitted in time and in accordance with the provisions of this paragraph, all rights of the Client in connection with the complaint will lapse.
2. A complaint or claim does not suspend the payment obligation of the Client, unless the User has made it known to the Client that he considers the complaint or claim justified.

3. In the event of a complaint or claim deemed justified by the User, the User can choose between adjusting the invoice, making an improvement free of charge or performing the agreed activities again.
4. If it is no longer possible or sensible still to perform the agreed activities, the User will only be liable within the limits of Clause 14.
5. Any complaints with regard to the way in which the User carries out his profession, can ultimately be submitted to the NEVOA Disciplinary Board pursuant to the regulations for complaints and disciplinary matters.

#### CLAUSE 11: NOTICE OF TERMINATION AND CANCELLATION

1. Either party can terminate the Agreement at any time in writing with due observance of a 3 months' notice period, unless otherwise agreed by the parties.
2. If the notice period has not or not fully been observed by the Client, the User will be entitled to compensation due to the loss of turnover this has caused during the (remaining) notice period. The compensation can be based by the User on the average turnover in the last three months. Moreover, the Client will then be obliged to pay the invoices for the activities performed until that time. The provisional results of the activities performed until that time will then be put at the Client's disposal subject to approval.
3. If the Agreement is terminated prematurely by the User, the User in consultation with the Client will take care of the transfer to third parties of activities still to be carried out, unless facts and circumstances form the basis of the termination which are attributable to the Client.
4. If the transfer of the activities involves extra costs for the User, the Client will be charged for them.
5. If an Agreement with an agreed fixed fee is cancelled by the Client, the User will be entitled to 100% of the agreed fee.

#### CLAUSE 12: SUSPENSION AND DISSOLUTION

1. The User is entitled to suspend the performance of the obligations or to dissolve the Agreement if:
  - the Client does not or does not fully fulfil the obligations under the Agreement.
  - circumstances come to the notice of the User after the Agreement has been formed which give good reason to fear that the Client will not fulfil his obligations. If there are good reasons to fear that the Client will only fulfil these partly or improperly, the suspension will only be allowed insofar as the failure justifies this.
  - the Client was requested on entering into the Agreement to furnish security for the performance of his obligations under the Agreement and this security has not been forthcoming or is insufficient.
2. Moreover, the User is entitled to dissolve the Agreement or have it dissolved, if circumstances arise which are of such a nature that performance of the Agreement is impossible or can no longer be required according to the principles of reasonableness and fairness or if circumstances occur otherwise which are of such a nature that unchanged continuation of the Agreement cannot reasonably be expected.
3. If the Agreement is dissolved the claims of the User on the Client will be immediately due and payable. In the event that the User suspends the performance of the obligations, he will retain his rights under the law and pursuant to the Agreement.
4. The User always retains the right to claim compensation.

#### CLAUSE 13: RETURN OF DATA OR DOCUMENTS PROVIDED

1. If the User has provided data or documents to the Client in connection with the performance of the Agreement, the Client will be obliged at the first request of the User to return them within 14 days complete in their original condition, free from defects.
2. If the Client for any reason whatsoever after a demand to this end remains still in default of the obligation referred to under 1, all damage and costs arising from this, including the costs of replacement, will be at the expense of the Client.
3. Where necessary for the performance of the Agreement, copies of the original data or documents provided by the Client to the User will be included in the file of the User. If and insofar as the Client requests this, these data or documents are to be returned to the Client on the termination of the Agreement.

#### CLAUSE 14: LIABILITY

1. If the User would be liable, this liability will be limited to what has been provided for in this provision.
2. If the Client demonstrates that he suffered damage by an act or omission of the User or his subordinates which would have been avoided had he acted with due care and with expertise, the User will be liable for the damage as provided for in the fourth paragraph of this Clause up to a maximum of twice the invoice amount of the respective Agreement, at any rate of that part of the Agreement to which the liability relates. Contrary to what has been provided above, with regard to an Agreement with a term longer than six months, the liability will be further limited to the part of the fee payable during the most recent six months. The liability will under no circumstance exceed the applicable limits under the professional liability insurance taken out by the User.
3. The User has at all times the right to prevent or reduce as much as possible the damage suffered or to be suffered by the Client.
4. The term damage exclusively means damage to persons, damage to property and direct financial losses.
5. The User will never be liable for indirect loss including consequential loss, lost profits, missed savings and loss caused by operational delays.
6. The limitations of the liability for damage included in these General Conditions will not apply if the damage is due to the intention or conscious recklessness of the User or his subordinates.
7. The liability limitations laid down in paragraph 2 up to and including 5 of this Clause are also stipulated for the persons or third parties engaged by the User who can therefore directly invoke these liability limitations.
8. The User does not guarantee the accurate and complete transmission of the contents of an e-mail sent or of an item sent by post, nor their timely receipt.

#### CLAUSE 15: INDEMNITIES

1. The Client indemnifies the User against claims by third parties with regard to intellectual property rights to data or documents provided by the Client which are used in performing the Agreement.
2. If the Client provides the User with information carriers, electronic files or software etc., the Client shall indemnify the User for damage caused by viruses and defects.
3. The Client indemnifies the User in respect of claims by third parties due to damage that was caused because the Client provided the User with inaccurate or incomplete information.
4. The Client indemnifies the User against all claims by third parties - including shareholders, directors, supervisory directors and personnel of the Client, as well as affiliated legal entities and companies and others involved in the organisation of the Client - which arise from or are associated with the activities of the User for the benefit of the Client.
5. The Client also indemnifies the User against claims by third parties where the User is considered as the co-principal of the Client.

#### CLAUSE 16: RISK TRANSFER

1. The risk of loss of or damage to items constituting the subject of the Agreement shall be transferred to the Client at the moment they are legally or physically delivered to the Client, and are consequently brought under the control of the Client or (a) third party to be indicated by the Client.

**CLAUSE 17: FORCE MAJEURE**

1. The Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance not attributable to their fault or which is not chargeable to them by virtue of the law, a legal act or common opinion.
2. The term 'force majeure' in these General Conditions means - apart from what it means in legislation and case law - the illness of the User or of the persons or third parties engaged by the User, as well as any external causes whether or not foreseen which are beyond the control of the User but which cause the User to be unable to fulfil his obligations.
3. The User shall also be entitled to invoke force majeure if the circumstance impeding (further) fulfilment commences after the User should have fulfilled his obligations.
4. During the period that force majeure continues the parties can suspend the obligations under the Agreement. If the period lasts for more than two months, either party shall be entitled to dissolve the Agreement, without obligation to pay any compensation to the other party.
5. To the extent that at the moment force majeure occurs the User has already partially fulfilled or is able to fulfil his obligations under the Agreement, and the part complied with or to be complied with has an independent value, the User will be entitled to invoice separately the part fulfilled or to be fulfilled. The Client is obliged to settle this invoice as if it was a separate agreement.

**CLAUSE 18: SECRECY**

1. Both parties are obliged to observe secrecy regarding all confidential information, including Personal Data, which they have obtained from each other in connection with their Agreement or from another source, unless one of the parties has a legal or professional duty to disclose or if the one party relieved the other party in writing of the duty to observe secrecy. Information is considered confidential if the other party has communicated it as such or if this arises from the nature of the information. The User shall impose his obligations pursuant to this provision on any third parties engaged by him.
2. Contrary to the first paragraph of this Clause, if the User acts for himself in a disciplinary, civil or criminal procedure he will be entitled to use the details and information provided by or on behalf of the Client as well as other details and information which have come to his notice in performing the Agreement, insofar as these may be important for his defence in his opinion.
3. If the User is obliged to disclose confidential information pursuant to a legal or professional duty and the User cannot invoke the provisions in this Clause, the User will not be obliged to pay compensation or indemnification and the counterparty will not be entitled to dissolve the Agreement due to any damage caused by this.
4. Subject to the explicit prior written consent of the User the Client will not be allowed to disclose or otherwise make available to third parties the contents of advice, opinions or other written statements of the User. An exception to this occurs if this arises directly from the Agreement.

**CLAUSE 19: INTELLECTUAL PROPERTY AND COPYRIGHTS**

1. Notwithstanding the provisions set out otherwise in these General Conditions the User reserves all rights with regard to intellectual products which he uses, has used or has developed in connection with the performance of the Agreement, insofar as they arise from the law.
2. All documents provided by the User such as advice, (model) agreements and other intellectual products are exclusively intended to be used by the Client and they shall not be reproduced, made publicly available, exploited or disclosed to third parties by him without the prior written consent of the User, unless this arises otherwise from the nature of the documents provided.
3. The User retains the right to use the increased knowledge due to carrying out the activities for other purposes insofar as no confidential information will be made known to third parties.

**CLAUSE 20: PROCESSING PERSONAL DATA**

1. If and insofar as the data or documents provided by the Client to the User (also) consist of personal data, with regard to the processing of those personal data the User can be regarded as the controller for all processing operations of the personal data from the moment of obtaining the personal data up to and including the provision of personal data to the Client. With regard to the processing of those personal data, the Client must be regarded as the controller for all processing operations of the personal data up to and including the provision of personal data to the User. The Client only provides the User with personal data on the basis of one of the principles referred to in Article 6 of the GDPR.
2. In their capacity as controllers, the parties will process the personal data with due care and in accordance with the privacy regulations applicable in the Netherlands and applicable special legislation.
3. The User will under no circumstances and in no way provide the personal data to third parties, unless providing these data is necessary in connection with the implementation of the Agreement or if the User is legally obliged to do so. The parties will ensure that they only provide the other party with the personal data that it is allowed to receive under the applicable legislation.
4. In accordance with the applicable privacy regulations, the parties will take technical and organisational measures and, if necessary, adjust them to guarantee a risk-adjusted security of personal data. In doing so, the parties will take into account the latest technology, the implementation costs, as well as the nature, scope, context and risks for the personal data and the data subjects.
5. In the event of a security incident in which personal data processed in the context of the Agreement are lost or to which unauthorised access could be obtained, the parties will inform each other as soon as possible after discovery and consult each other about how to proceed and handle the incident. The incident will be handled with due observance of the regulations applicable at that time with regard to security incidents and the obligation to report data leaks.
6. The Client will inform the data subjects about the processing of their personal data by the User in connection with the performance of the Agreement and in any case in accordance with Articles 13 and 14 of the GDPR. The User reserves the right to inform data subjects himself.
7. The parties will each individually handle a request or objection from a data subject in accordance with the applicable privacy regulations. In that case the parties will consult each other about the response to such a request or objection.
8. In connection with the performance of the Agreement, the parties will, where appropriate, immediately inform each other of any investigation by a supervisory authority or other reason that could lead to a supervisory authority's intention to impose a fine or order subject to a penalty with regard to the processing of personal data. The User is not liable for damage which is the result of the Client not observing the applicable legislation and regulations. The Client also indemnifies the User against any claims by third parties due to this damage. The indemnity does not only apply to (material as well as immaterial) damage suffered by third parties but also to the costs that the User must incur in the legal proceedings, such as court fees and the fees of a lawyer and any fines imposed on the User.
9. In the event of any changes in the processing of personal data, privacy regulations or other relevant circumstances affecting the processing of personal data, the parties will consult on any necessary changes to the agreements made regarding the processing of personal data.
10. The user has placed a privacy statement on its website that sets out which personal data are processed and for what purpose this takes place.

**CLAUSE 21: EXPIRY PERIOD**

1. Insofar as not otherwise provided for in these General Conditions, claims and other powers of the Client for any reason whatsoever with regard to the User in connection with the User carrying out activities will in any case lapse one year after the date on which the fee for the respective activities is sent.

**CLAUSE 22: APPLICABLE LAW, DISPUTES AND FORUM AGREED UPON**

1. Dutch law shall be applicable to all agreements between the User and the Client.
2. The parties will try to solve all disputes which might arise in connection with these General Conditions, the agreement(s) linked to them and their interpretation, all this in mutual consultation, or if necessary with the assistance of mediation in accordance with the regulations to this end of Mediatorsfederatie Nederland (MfN), as they read on the commencement date of the mediation. Once it has become an established fact that the parties cannot solve their disputes through mediation, they can apply to the court.
3. Unless the Sub-district Court has jurisdiction, all disputes between the User and the Client will be settled by the competent court in the district in which the User has his business location. Nevertheless, the User will be entitled to submit the dispute to the court having jurisdiction according to the law.

**CLAUSE 23: AMENDMENTS AND WHERE THE GENERAL CONDITIONS CAN BE FOUND**

1. These General Conditions are filed with the office of the Chamber of Commerce in Utrecht. The latest filed version will at all times be applicable, or the version as it was in force during the formation of the Agreement.