

## **General Terms and Conditions of Schuite Legal**

### **1 Schuite Legal**

- 1.1 Schuite Legal is the registered name under which Johanna Maria Schuite (commonly known as Annemarie Schuite) operates as a self-employed legal advisor. It is registered with the Dutch Chamber of Commerce under number 81515596.

### **2 The Engagement Agreement**

- 2.1 These general terms and conditions apply to all assignments accepted and performed by Schuite Legal, including supplementary and follow-up assignments, unless explicitly agreed otherwise in writing prior to the commencement of an assignment. The applicability of the general terms and conditions of the client is expressly rejected by Schuite Legal.
- 2.2 All assignments are exclusively accepted and executed by Schuite Legal on the basis of an engagement agreement, even if it is the explicit or implicit intention that an assignment will be performed by a specific person. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 2.3 Schuite Legal shall exercise the care of a good contractor in carrying out the assignments entrusted to it.
- 2.4 The execution of the assignments provided is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed.
- 2.5 If the client provides the content of the work performed by Schuite Legal to third parties, the client is obliged to inform said third party that the work was performed under the applicability of these general terms and conditions.

### **3 Liability**

- 3.1 If the execution of an assignment by Schuite Legal leads to liability, such liability shall always be limited to the amount paid by the client in respect of the assignment, or the part thereof in connection with which liability has arisen, up to a maximum of €5,000. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation shall in any case expire twelve months after the event from which the damage directly or indirectly results and for which Schuite Legal is liable.

### **4 Force Majeure**

- 4.1 If Schuite Legal is prevented from performing the assignment due to force majeure, it shall be entitled to suspend its performance for the duration of the force majeure situation, without being liable for any damages to the client. In such a case, any failure to perform shall not be attributable to Schuite Legal pursuant to Article 6:75 of the Dutch Civil Code.
- 4.2 Force majeure shall mean any circumstance beyond the control of Schuite Legal that temporarily or permanently makes it impossible to fulfil the assignment, including but not limited to: disruptions in energy or internet supply, government measures, illness of persons involved in the assignment, epidemics, pandemics, strikes, technical failures, fire, flooding or other natural disasters.
- 4.3 If the force majeure situation continues for more than thirty (30) days, both parties shall be entitled to terminate the assignment in writing, without either party being obliged to pay damages.

- 4.4 To the extent that Schuite Legal has already performed work at the time the force majeure occurs, or is still able to perform such work, it shall be entitled to invoice that part separately. The client shall be obliged to pay this invoice as if it concerned a separate assignment.

## **5 Indemnification by the Client for Third-Party Claims**

- 5.1 The client indemnifies Schuite Legal against all claims from third parties that are in any way related to the work performed for the client.

## **6 Data Protection**

- 6.1 Schuite Legal is obliged to maintain the confidentiality of any confidential information and data provided by or on behalf of the client to third parties who are not involved in the execution of the assignment. This obligation does not apply where Schuite Legal is subject to a legal or professional duty to disclose information or if the client has released Schuite Legal from its duty of confidentiality.
- 6.2 The client agrees that Schuite Legal uses digital communication tools and data storage services. Schuite Legal is not liable for any damages resulting from their use.
- 6.3 If Schuite Legal processes personal data, such processing shall be in accordance with Schuite Legal's privacy policy, which is available upon request.
- 6.4 Schuite Legal retains electronic or paper files for seven years after the last substantive communication with the client in the relevant matter. After this period, Schuite Legal is entitled to destroy these files.

## **7 Fees and Payment**

- 7.1 For the execution of an assignment, the client owes the agreed fee, plus VAT where applicable. The fee for the work performed by Schuite Legal is determined based on the number of hours worked multiplied by the hourly rates applied by Schuite Legal. Additionally, where applicable, reimbursement for travel by car or public transport will be charged to the client.
- 7.2 The client must pay invoices without deduction, suspension, or set-off within 14 days of the invoice date. If payment is not made within this period, the client is deemed to be in default without further notice, and Schuite Legal is entitled to charge statutory interest and take any necessary measures to collect the outstanding invoice. All (extra) judicial costs related to the collection of invoices - with a minimum of 15% of the amount to be collected - shall be borne by the client.
- 7.3 If invoices, agreed advance payments, or interim invoices are not paid on time, Schuite Legal is entitled to suspend its work until payment has been made, without any liability for damages resulting from such suspension.
- 7.4 Schuite Legal is entitled to require an advance payment from the client before executing an assignment. Any advance received will be settled against the final invoice related to the assignment.
- 7.5 Schuite Legal is entitled to adjust its hourly rates and travel reimbursement rates once per year. In such cases, Schuite Legal will inform the client within a reasonable period.

## **8 Jurisdiction**

- 8.1 All agreements between the client and Schuite Legal are governed by Dutch law. The District Court of The Hague shall have exclusive jurisdiction over all disputes between the client and Schuite Legal, provided that Schuite Legal remains entitled to bring legal proceedings against the client before any court that would have jurisdiction in the absence of this forum selection clause.

- 8.2 These general terms and conditions are drawn up in both Dutch and English. In case of any discrepancies in content or interpretation, the Dutch text shall be binding.
- 8.3 Schuite Legal reserves the right to unilaterally amend its general terms and conditions. Such amendments will be announced by publication on [www.schuitelegal.com](http://www.schuitelegal.com).