

**General Terms and Conditions Ysquare B.V.**

**1 General**

- 1.1 These general terms and conditions apply to every agreement for services between a Client and Ysquare.
- 1.2 In these terms and conditions:  
*Ysquare* means Ysquare B.V.;  
*Client* means the person engaging Ysquare to provide services;  
*Person affiliated with Ysquare* means every lawyer (*advocaat*) or other (legal or natural) person that is or has been employed by or on behalf of Ysquare, as an employee or otherwise, every current or former shareholder of Ysquare and Stichting Beheer Derdengelden Ysquare.
- 1.3 These general terms and conditions are available in Dutch and English. In the event of any discrepancy between the Dutch and English versions of these terms and conditions, the Dutch version shall prevail.

**2 Engagement**

- 2.1 An agreement for services between a Client and Ysquare will only come into existence when Ysquare or a lawyer working at Ysquare accepts a Client's instructions.
- 2.2 All instructions will be deemed to have been given to, accepted by and carried out by Ysquare exclusively, even if the intention is for instructions to be executed by one or more specific person(s) affiliated with Ysquare. Articles 7:404 and 7:409 of the Dutch Civil Code will not apply.
- 2.3 If Ysquare is engaged to provide services together with another person, legal entity or firm, Ysquare will only be liable for the performance of those obligations that are explicitly Ysquare's obligations. Article 7:407(2) of the Dutch Civil Code will not apply.
- 2.4 The Client shall provide Ysquare with any information, which Ysquare, its shareholders or banks or other third parties engaged by it/them, need in order to meet any obligations to establish the identity of Clients and persons affiliated with Clients, and any obligations to report unusual transactions to the relevant authorities.
- 2.5 The Client may terminate the engagement at any time, but only by giving written notice to its contact at Ysquare.
- 2.6 Ysquare may terminate the engagement by giving the Client seven days' prior notice, or immediate notice if the Client does not pay an invoice within fourteen days of the due date, but always only by giving notice in writing.
- 2.7 If the engagement is terminated, the Client will owe the fees for the work carried out by Ysquare before the end of the engagement and for any subsequent work that Ysquare may need to do in order to transfer the matter to the Client or a third party.

**3 Invoices**

- 3.1 The Client will owe Ysquare the agreed fee. If no fee has been agreed, the Client will owe a fee based on Ysquare's standard rates.
- 3.2 Expenses incurred by Ysquare in relation to the engagement (including courier costs, translation costs, bailiff fees, court fees and necessary travel and accommodation costs) will be for the Client's account.

- 3.3 Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law, unless the Client is established in another European Union member state and has provided Ysquare with a valid VAT number, or is established outside the European Union.
- 3.4 Unless agreed otherwise, the services will be invoiced to the Client on a monthly basis. Invoices shall be paid within fourteen days of the invoice date.
- 3.5 The Client may notify Ysquare of any objections to an invoice for fourteen days after the date of the invoice.
- 3.6 Ysquare may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the Client does not pay an invoice for advance payment on time. Any advance payments made will be set off against the final invoice in connection with the services rendered.

**4 Liability**

- 4.1 Ysquare's liability is limited to the amount that is paid out for the relevant claim under Ysquare's insurance, plus the applicable excess. Liability for damage caused by an event not covered by any insurance is limited to the amount (excluding VAT) invoiced by Ysquare and paid by the client in relation to the relevant engagement, to a maximum of EUR 50,000.
- 4.2 Every compensation claim will expire one year after the date on which the Client became aware or could reasonably have become of the damage and of Ysquare's liability for the damage.
- 4.3 The professional liability of every lawyer working at Ysquare is limited as set out in the first sentence of Clause 4.1 above. Any other liability on their part and on the part of other persons affiliated with Ysquare is excluded. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with Ysquare.
- 4.4 The Client indemnifies Ysquare and all persons affiliated with Ysquare against any claims made by third parties and any other damage suffered by Ysquare or a person affiliated with Ysquare in connection with the services, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Ysquare's insurance, plus the applicable excess. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with Ysquare.

**5 Engagement of Third Parties**

- 5.1 In providing the services, Ysquare may engage third parties not affiliated with Ysquare (such as couriers, bailiffs, translators, experts and foreign counsel) where this is desirable for the provision of the services. Ysquare may engage those persons in its own name or, as an authorised representative, in the Client's name.
- 5.2 The Client is bound by the conditions agreed between Ysquare and the third parties engaged by it. Ysquare may accept stipulations limiting liability used by such third parties also on behalf of the Client.

- 5.3 Ysquare is not liable for any damage caused by any action or omission of third parties engaged by it.
- 5.4 If Ysquare holds funds of a Client or a third party, the Client is bound by the conditions imposed by the bank holding the funds. Ysquare is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Beheer Derdengelden Ysquare holds funds. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden Ysquare.
- 5.5 The client agrees that Ysquare may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. Ysquare cannot be held liable for damage or loss ensuing from the use of such services.

## **6 Confidentiality and Files**

- 6.1 Ysquare and the Client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services, except where disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of Ysquare, where disclosure is necessary or desirable with a view to providing the services.
- 6.2 Ysquare shall retain its files and all documents and other data carriers it had at its disposal in connection with the services during the statutory retention period. After this period, Ysquare may destroy documents without notifying the Client.
- 6.3 If Ysquare processes personal data, whether or not in relation to the execution of instructions, this processing will be done in accordance with Ysquare's privacy policy. This policy can be found at [www.ysquare.nl](http://www.ysquare.nl).

## **7 Applicable Law; Complaints and Disputes**

- 7.1 The agreement for services and any non-contractual obligation arising out of or in connection with the agreement are governed exclusively by Dutch law.
- 7.2 Ysquare's complaints procedure – which can be found on [www.ysquare.nl](http://www.ysquare.nl) – applies to work carried out by any persons affiliated with Ysquare.
- 7.3 Subject to Clause 7.2 above, the Amsterdam District Court has exclusive jurisdiction to settle all disputes arising out of or in connection with the agreement for services, including disputes concerning its existence and its validity and any non-contractual disputes.

Ysquare B.V. is established in Amsterdam and registered with the Trade Register in the Netherlands under no. 64530345.