



GENERAL TERMS AND CONDITIONS

1 About IE.ps

- 1.1 IE.ps is a company owned by Mr Iris Jansen LLM and is registered with the Chamber of Commerce under number 70677271 (**IE.ps**). IE.ps has its registered office at 2^e Daalsedijk 6A in Utrecht (3551EJ), the Netherlands. IE.ps VAT identification number is NL001169268B94 and IE.ps bank account (IBAN) number is NL80RABO0326940995.
- 1.2 IE.ps is a lawfirm and Mr Iris Jansen LLM, is registered as an attorney at law (*advocaat*) in the Netherlands with the Dutch Bar Association (located at the Neuhuyskade 94, 2596 XM The Hague, telephone: +31(0)70- 335 35 35, e-mail: info@advocatenorde.nl).
- 1.3 IE.ps has a professional liability insurance (*beroepsaansprakelijkheidsverzekering*) and liability insurance for companies (*aansprakelijkheidsverzekering voor bedrijven*) with worldwide coverage at Aon Risk Solutions (PO Box 12250, 1100 AG Amsterdam | Paalbergweg 2-4, 1105 AG Amsterdam).
- 1.4 IE.ps has no escrow account (*stichting derdengelden*) and is therefore not able to receive escrow payments.

2 Applicability and interpretation

- 2.1 These general terms and conditions of IE.ps (the **General Terms**) apply to any and all services provided by IE.ps.
- 2.2 These General Terms form an integral part of the agreement between IE.ps and a Client (as defined below) for the provision of services.
- 2.3 These General Terms and the agreement for the provision of services shall hereinafter collectively be referred to as the **Agreement**.
- 2.4 Unless expressly stated otherwise, (i) the definitions beginning with capital letters have the meaning as set out in these General Terms, (ii) words in the singular include the plural and in the plural include the singular and (iii) "clause" refers to a clause in these General Terms.

3 Client

- 3.1 For the purpose of these General Terms, the **Client** shall mean the (legal) person who receives IE.ps's services, regardless of whether a fee has been agreed between parties.
- 3.2 Pursuant to applicable supervisory legislation, including the Anti money laundering and anti terrorist financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*), IE.ps is obliged to identify its Client and, under certain circumstances, report unusual (financial) transactions involving

the Client to the competent authorities. IE.ps is not permitted under this supervision legislation to inform the Client of the above notification.

- 3.3 The Client is aware of IE.ps's abovementioned obligations and by entering into the Agreement, including engaging IE.ps as its attorney at law (*advocaat*), the Client hereby agrees to the extent necessary.

4 Services

- 4.1 IE.ps shall use its best efforts (*zich inspannen*) to provide the services as described in the Agreement (the **Services**) with due care.
- 4.2 IE.ps provides its Services exclusively from a Dutch law perspective. If desired, IE.ps is able to bring the Client in contact with attorneys or other legal professionals in other jurisdictions. However, such (legal) person shall never be considered IE.ps's auxiliary person.
- 4.3 All Services shall be provided as an obligation to use best efforts, unless IE.ps expressly agreed on a result to be achieved and such result is sufficiently determinable.

5 Fees and payment

- 5.1 Unless expressly stated otherwise in the Agreement, IE.ps shall provide the Services on a time material basis based on the applicable hourly rates as set out in the Agreement (the **Fees**). The Fees shall be in euros and are exclusive of 21% VAT.
- 5.2 All other costs incurred by IE.ps in connection with the execution of the Agreement, including without limitation the costs of auxiliary persons engaged by IE.ps or court fees or other fees, shall be fully charged by IE.ps to the Client.
- 5.3 IE.ps shall invoice the Fees and the costs referred to in clause 5.2, increased with 21% VAT, to the Client at the end of a calendar month.
- 5.4 The Client is obliged to pay the invoiced in cleared funds within fourteen (14) days after the invoice date. The Client is not entitled to suspend any payment or to set-off any amounts.
- 5.5 IE.ps has the right to adjust the applicable hourly rates – if applicable: during the term of the Agreement - on an annual basis with effect from 1 January of a calendar year, inter alia on the basis of the price index for business services.

6 Limitation of liability

- 6.1 IE.ps's total liability either based on breach of contract, wrongful act or on whatever ground shall at all times be limited to the amount covered by IE.ps's insurance. Aforementioned amounts shall be inclusive of the risk that IE.ps carries out in connection with the insurance. The insured amount of IE.ps's professional liability insurance is EUR 2,000,000 per claim and the insured amount of the

liability insurance for companies is EUR 1,250,000 per claim with a maximum of two claims per insurance year.

- 6.2 If, for whatever reason, no amount is indemnified under said insurances, IE.ps's total liability on whatever ground shall be limited to the amount (exclusive of VAT) paid by the Client in the respective matter or EUR 10,000, whichever is the lowest.
- 6.3 IE.ps's liability for auxiliary persons, being the (legal) persons whose services IE.ps uses in the performance of the Agreement, is excluded. In the event IE.ps acts as the Client's representative, the Client hereby grants IE.ps the right to accept any limitation of liability on behalf of the Client of a auxiliary person who wishes to limit its liability.
- 6.4 Nothing in these General Terms shall exclude or limit IE.ps's liability caused by wilful intent or gross negligence of IE.ps (*opzet of bewuste roekeloosheid van IE.ps*).
- 6.5 Any and all claims for damages shall lapse within one (1) year after the day the Client became known with the damages and IE.ps as the liable party.

7 Complaints

- 7.1 Client satisfaction is of great importance to IE.ps. IE.ps will do everything possible to serve Clients as good as possible.
- 7.2 If a Client is unexpectedly dissatisfied with the conclusion or performance of the Agreement, the quality of service or the billed amount then IE.ps has a law firm complaint procedure (the **Complaint Procedure**) to which Clients may appeal. This Complaint Procedure can be found at www.ie-ps.nl.

8 Miscellaneous

- 8.1 If any provision of the Agreement is or becomes invalid or non-binding, parties shall remain bound by all other provisions hereof. In that event, Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and the Agreement.
- 8.2 These General Terms are available in Dutch and English. In case of discrepancies between the Dutch version and the English version, the Dutch version shall prevail.

9 Governing law and disputes

- 9.1 These General Terms and the Agreement are construed in accordance with and are governed by the laws of the Netherlands.
- 9.2 Any dispute arising out of or in connection with the Agreement shall be exclusively be referred to the competent court of Utrecht, the Netherlands.