

1. The present terms and conditions govern all contracts for which Hunter Legal B.V. ('**Hunter Legal**') is engaged, where applicable including any follow-up contracts and new contracts.
2. All engagements are accepted exclusively by Hunter Legal, to the exclusion of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code, even where it is the explicit or tacit intention that the engagement will be carried out by a specific person.
3. Without prejudice to the foregoing, all provisions set forth in the present terms and conditions also apply irrevocably in respect of all persons associated with Hunter Legal, including external workers and/or other auxiliary staff, whether hired from elsewhere or otherwise.
4. Hunter Legal is entitled to hire third parties to perform any contract for which it has been engaged. Where applicable, the client authorises Hunter Legal to accept limitations of liability also on the client's behalf. Hunter Legal will observe due care when selecting third parties. Hunter Legal is not liable for any loss or damage that results from any act or omission, mistake or failure by these third parties.
5. All contracts are performed exclusively for the client's benefit. Third parties cannot derive any rights from the performance of these contracts, nor may they rely on the outcome thereof, unless Hunter Legal has given its prior written consent.
6. The present terms and conditions also extend to the legal relationships with third parties that rely on the outcome of a contract performed by Hunter Legal, whether with or without due observance of the foregoing.
7. Except where loss or damage has arisen as a result of wilful misconduct or gross negligence on the part of Hunter Legal, the client indemnifies Hunter Legal and all persons associated with Hunter Legal against any and all third-party claims that are in any manner related to or ensue from the contract for which Hunter Legal has been engaged. This indemnification extends to include legal fees.
8. Any and all liability that ensues from or is related to the performance of a contract accepted by Hunter Legal is limited to the amount that may be claimed in the case in question under the liability insurance policy or policies taken out by Hunter Legal, plus the amount of the deductible that is for Hunter Legal's expense pursuant to the terms of that insurance. If, for whatever reason, a claim is not paid out under the aforescribed insurance, the liability is limited to the amount that Hunter Legal received in fees in connection with the contract in question, subject to a total maximum of EUR 10,000.
9. All claims and other entitlements on the part of the client or third parties that ensue from or are related to the performance of a contract accepted by Hunter Legal lapse if proceedings have not been brought within one year after discovery thereof. At the latest, these claims and other entitlements lapse once two years have passed following performance of the work carried out in connection with the contract.
10. Unless agreed otherwise in writing, the fees that the client owes to Hunter Legal will be calculated as the number of hours worked multiplied by the appropriate rates. Hunter Legal may revise those rates from time to time. In addition to these fees, the client must reimburse the disbursements that have been paid by Hunter Legal. Except where explicitly stated otherwise, all amounts are stated net of VAT.
11. As a rule, the fees and disbursements owed will be invoiced to the client on a monthly basis. Payment must then be made within 30 days from the date on which the invoice was sent.
12. If payment is not made on time, the client will owe statutory commercial interest within the meaning of Article 119a of Book 6 of the Dutch Civil Code, without any notice of default being required. If no payment is made after a first reminder has been sent, the client will also owe an additional charge of 15% of the principal amount. In addition, all costs that Hunter Legal is forced to incur to obtain payment of the debt are for the client's expense, including the actual extrajudicial costs, legal fees and the costs of Hunter Legal's own time for handling the matter.
13. The legal relationships between Hunter Legal and the client and/or third parties are governed exclusively by Dutch law, with the exception of rules of international private law with regard to the applicable law.
14. Any and all disputes between Hunter Legal and the client and/or third parties fall within the exclusive jurisdiction of and will be heard exclusively by the competent court in Amsterdam, without prejudice to the right to bring appeal and cassation proceedings.