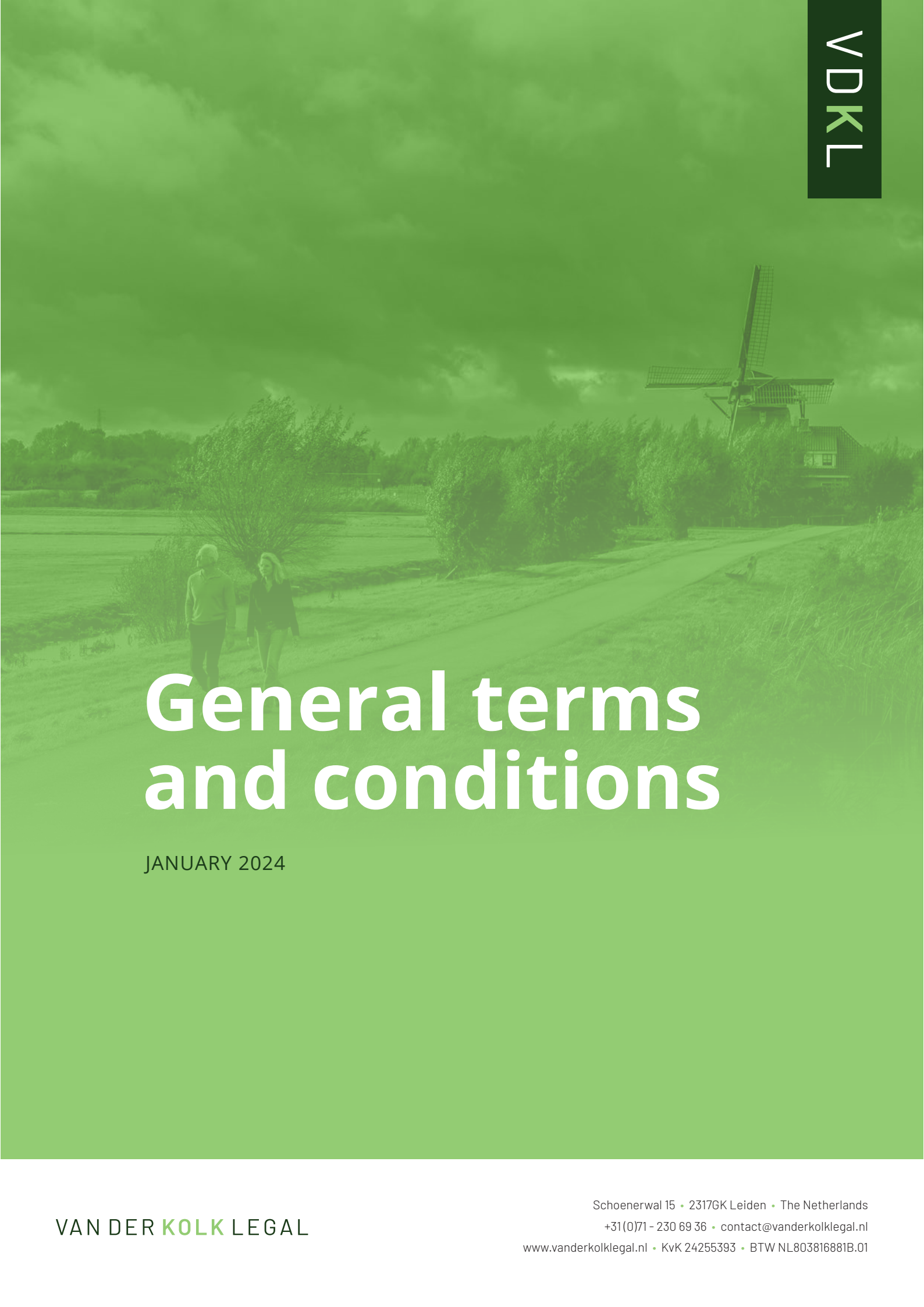




General terms and conditions

JANUARY 2024

General terms and conditions

We apply these general term and conditions in order to clearly set out what arrangements apply if you instruct and work with Muscles B.V. trading as VAN DER KOLK LEGAL ("VDKL").

Applicability

1. These general terms and conditions are applicable to every assignment from a client ("Client") to - and other services provided by Muscles B.V. established in Rotterdam and registered with the Chamber of Commerce under number 242553930000, also holding office in Leiden.
2. Any deviation from these general terms and conditions must be agreed upon in writing.

Legal relationship exclusively with VDKL

3. All assignments and other services shall be accepted and carried out exclusively by VDKL regardless of any other intention. Sections 7:404 (instruction in view of specific person) and 7:407 paragraph 2 BW (joint and several liability of multiple instructed persons) shall not apply.
4. Third parties cannot derive any rights from the provision of services by VDKL to a Client.

Fees and invoicing

5. Unless agreed otherwise, VDKL invoices its services on the basis of time spent in accordance with it's applicable hourly rates, increased with specific expenses incurred in the execution of an assignment.
6. VDKL invoices on a monthly basis. Invoices must be paid within 14 days of the invoice date.

Liability

7. Any error or carelessness in VDKL's services can only result in the liability of VDKL. Such liability shall be limited to the amount that is paid out under the (professional) liability insurance taken out by VDKL which meets the requirements set by the Netherlands Bar Association.
8. Should the insurer not pay out, the total liability of VDKL shall be limited to the amount of the fees charged by VDKL in the relevant case in the relevant calendar year and paid by the Client, subject to a maximum of EUR 10,000.
9. Persons associated with VDKL shall in no event be liable. The term "persons associated to VDKL" includes all employees, consultants and freelancers. Persons associated with VDKL (including their legal successors) are also entitled to invoke these General Terms and Conditions.
10. The Client shall indemnify VDKL and the persons associated with VDKL against any third-party claims for which VDKL's liability is limited in Articles 7 and 8. This indemnification also covers any related costs.

Engaging third parties

11. VDKL may, for the account of the Client, engage a third party under the conditions set by that third party. VDKL may accept these conditions, including any limitation of liability, on behalf of the Client. VDKL shall not be liable for any shortcomings of that third party.

Data protection

12. All electronic communications, including e-mail, shall be deemed to be in writing. In the context of its activities VDKL uses digital communication, data storage and cloud computing services, and shall not be liable for any damage arising from the use thereof.
13. VDKL shall process personal data of its Clients and persons working for its Clients in order to provide an optimal service and compliance with legal obligations.
14. VDKL shall retain electronic or paper files for at least seven years after the last substantive communication with the Client in the respective matter. After this period has expired, VDKL may destroy these files.

Complaints procedure

15. The provision of legal services by VDKL is subject to an office complaints scheme published on VDKL's website.

Legal information

16. VDKL is legally obliged to establish the identity of its Clients and report unusual transactions to the authorities, without informing the Client thereof.
17. VDKL shall comply with any other reporting or information obligation that applies or becomes applicable to it.

Choice of law and forum

18. All legal relationships with VDKL shall be governed by Dutch law.
19. Disputes shall in the first instance be submitted exclusively to the Court of Rotterdam.

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