

General terms and conditions Poët of April 2024

Article 1 Legal entity

- 1.1 Poët Advocaten B.V. (hereinafter "Poët") is a private limited liability company incorporated under Dutch law and registered in the Commercial Register of the Chamber of Commerce under number 67970427. The registered name of Poët was, until 1 April 2024, Damen & De Koning Advocaten B.V. Whenever Damen & De Koning B.V., Damen & De Koning Advocaten or Damen & De Koning is mentioned in (e-mail) correspondence or procedural documents, this means the private limited liability company described in this article.

Article 2 Assignments

- 2.1 Assignments are accepted and carried out exclusively by Poët. This also applies if it is the express or implied intention that the assignment is carried out by a specific person. The applicability of Section 7:404 of the Dutch Civil Code and Section 7:407 of the Dutch Civil Code is expressly excluded. The shareholders and directors of Poët as well as the (other) persons working for and also on behalf of Poët, including but not limited to the lawyers, legal staff and administrative staff, are not (personally) bound by the assignment.
- 2.2 Poët may terminate the assignment prematurely, without stating any grounds for doing so. Poët will make use of its premature termination option in the following non-exhaustively listed situations: if the client is in default with respect to any obligation entered into with Poët or any agreement made with Poët, if one or more employees of Poët can no longer in good faith continue the assignment and if one or more employees have been treated unfairly by or on behalf of the client. If the assignment is terminated prematurely, the fee payable shall be determined in accordance with Article 3.1 of these general terms and conditions, which fee shall be capped at the total of any agreed price arrangement.
- 2.3 In many cases, Poët works on the assignment as a team. Poët reserves the right to engage other lawyers and/or staff in addition to or instead of the lawyer initially assigned to carry out the assignment.
- 2.4 Poët is authorized to engage third parties on behalf of the client in the execution of assignments. If possible, this will be done in consultation with the client. In principle, the selection of bailiffs and translators takes place without consultation. Poët is not liable for any errors made by these third parties. Poët is authorized to accept limitations of liability from these third parties on behalf of or at the expense of the client. The costs of third parties engaged in the execution of assignments shall be borne by the client.
- 2.5 Before Poët acts as lawyer for the client in any proceedings, the client shall pay Poët the payable court fees. Under penalty of inadmissibility, the court fee must be paid to the court in good time. Poët reserves the right not to pay the court fee to the court in question and not to appoint or disqualify itself as a lawyer if the client has not paid Poët the payable court fee in time.
- 2.6 The client should take into account that in proceedings, a party that is (partially) unsuccessful may be ordered to pay the other party's legal costs.
- 2.7 The client shall indemnify Poët for all third party claims and costs to be incurred by Poët in connection therewith, if they are in any way related to the work performed for the client.
- 2.8 Assignments are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the contents thereof. If the client informs third parties of results of work performed by Poët, he is obliged to notify such third parties of the aforementioned in writing.
- 2.9 Poët processes personal data and includes this data in a client file. This data is only used professionally and for the related legitimate purposes. For a detailed description of how Poët processes personal data, please refer to Poët's privacy statement published on the website www.po-et.nl.
- 2.10 For seven years after the conclusion of a case, the relevant file will be kept in Poët's archives, after which it will be destroyed without further notice.
- 2.11 These general terms and conditions apply to all assignments given to Poët. In the event Poët amends these terms and conditions, the amended terms and conditions shall apply to all new assignments from the date of publication on the website www.po-et.nl.

Article 3 Remuneration and debt collection

- 3.1 The fees of the lawyers and staff working for Poët vary depending on experience and specialized knowledge. Poët is entitled to change the rates periodically. The client owes Poët a fee calculated on the basis of the number of hours spent multiplied by the applicable hourly rate of the lawyer or employee who spent the relevant hours. In addition, the client also owes Poët sales tax at the applicable rate and disbursements.
- 3.2 The invoices sent by Poët, which are in principle sent monthly, must be paid within 14 days, for lack of which the client is in default. In that case, the client is obliged to reimburse Poët for all judicial and extrajudicial costs of collection, including the integral lawyer's fees incurred, as well as statutory (commercial) interest.
- 3.3 Poët is at all times entitled to request advance payments for work to be carried out and costs to be incurred and will, in principle, do so. These amounts will be settled at the end of the assignment, or, as the case may be, intermediately.

- 3.4 If the client has a legal expenses insurance, Poët may consult with the legal expenses insurance company to see whether its fees are or can be covered by the insurance. If the fee is not or not fully covered by insurance, the client shall owe Poët the remaining fee.
- 3.5 Only for specific payments for which Poët has notified the client in writing that use can be made of the third-party bank account of Stichting Dergengelden Poët, the aforesaid third-party bank account can be used. To offset the costs of administration and management of the trust account, the client is not entitled to reimbursement of interest on amounts deposited in the account. If the bank charges Poët and/or the Foundation negative interest on funds deposited by the client or a third party, the negative interest will be charged to the client.

Article 4 Liability and expiry

- 4.1 Poët's liability is always limited to the amount paid out in the relevant case under the professional liability insurance policies of Damen & De Koning, increased by the deductible payable by Damen & De Koning under the insurance policy terms and conditions in the relevant case. These insurance policies have limitations in coverage, including the amount of damages and the number of claims per year. The policy terms and conditions may be inspected upon request. In the event that no payment at all is made under the aforementioned insurance policies, for whatever reason, Poët's liability is limited to three times the fee charged by Poët in connection with the case in question and paid on time in the twelve months prior to the time at which the event giving rise to liability occurred, with a maximum liability of €20,000.
- 4.2 Except for Poët's own shortcomings to which the provisions of Article 4.1 apply, Poët is never liable to the client for damage resulting from shortcomings of third parties engaged by Poët.
- 4.3 If the client sues the third party directly, the client shall indemnify Poët for any claim made by the third party in connection with such liability as well as all related costs incurred by Poët.
- 4.4 All rights of legal action and other powers of the client against Poët in connection with work carried out by Poët expire as soon as a period of one year has elapsed after the day on which the client became aware or could reasonably have become aware of the existence of those rights and powers.
- 4.5 These general terms and conditions also constitute an irrevocable third-party clause for the benefit of: the Stichting Dergengelden Poët, Poët's shareholders and directors as well as the (other) persons (formerly) working for and on behalf of Poët, including but not limited to Poët's lawyers, legal staff, administrative staff and advisors. The indemnities contained in Articles 2.7 and 4.3 apply to them directly. They can never be held liable by the client, without prejudice to the provisions of Article 2.1, except for intent or willful recklessness. In these exceptional cases, the expiry clause contained in Article 4.4 shall apply directly for the benefit of these persons. The limitation and exclusion of liability, expiry period and indemnities contained in these terms and conditions shall also apply to all non-contractual claims by the client against Poët insofar as they relate to the execution of an assignment by Poët.

Article 5 Disputes

- 5.1 The provision of services by Poët is subject to an internal office complaints procedure mandated by the Dutch Bar Association. This complaints procedure can be consulted via www.po-et.nl. If a complaint is not resolved after treatment in accordance with the office complaints procedure, it may be submitted to the court mentioned in article 5.2.
- 5.2 The legal relationship to which these general terms and conditions apply is governed by Dutch law. The competent court in Amsterdam has exclusive jurisdiction to hear disputes between Poët and the client. However, if Poët acts as plaintiff, it is entitled, notwithstanding the foregoing, to bring the dispute before the court which has jurisdiction for the client.
- 5.3 These general terms and conditions have been drawn up in Dutch and English. The Dutch wording is binding.