

## General terms and conditions

1. These general terms and conditions apply to any legal relationship between Project Moore Advocaten B.V. ("Project Moore") and the client.
2. All assignments are considered to have been exclusively given to, accepted and performed by Project Moore. This includes any assignment that is intended to be performed by a specific person associated with Project Moore. The applicability of sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code is excluded.
3. Any liability of Project Moore for damages in connection with the performance of an assignment, including the use of third-party (IT-)services, shall be limited to the amount paid out in that specific case under Project Moore's professional liability insurance, increased by the amount of the applicable deductible (*eigen risico*). If no amount is paid out under said professional liability insurance, any liability of Project Moore shall be limited to the fees paid by the client to Project Moore for the assignment, with a maximum of EUR 100,000. This limitation of liability shall not apply to the extent the damages result from Project Moore's wilful misconduct or gross negligence (*bewuste roekeloosheid*).
4. Each claim for damages shall expire one year from the day the client becomes aware or reasonably can be aware of the damages.
5. Project Moore shall, as much as possible, consult with the client before engaging third parties in the performance of an assignment. In all cases, Project Moore shall exercise due care when engaging third parties. Project Moore is authorized to accept the terms and conditions of such third parties, including any limitations of liability, on behalf of the client. Project Moore shall not be liable for any damages caused by third parties engaged by Project Moore.
6. The client shall indemnify Project Moore against any claim of a third party which is in any way related to the services provided to the client by Project Moore and the client shall compensate Project Moore for all costs and damages related thereto.
7. Besides Project Moore, these general terms and conditions may be relied upon by any person who is involved or has been involved in the performance of an assignment or who are or may, in any way, be liable in connection therewith.
8. The rendered services shall in principle be invoiced to the client monthly. Invoices shall be paid within 14 days after the invoice date.
9. Unless otherwise agreed, Project Moore shall charge fees for its services based on applicable hourly rates. These hourly rates are adjusted annually as per 1 January. Additionally, the hourly rates for individual lawyers may be increased during the term of an assignment to reflect their years of experience.
10. The client may terminate (*opzeggen*) the assignment at any time and with immediate effect by giving written notice to Project Moore. Project Moore may terminate (*opzeggen*) the assignment by giving written notice to client, and subject to a reasonable notice period.
11. Upon termination (*beëindiging*) of the assignment, all fees accrued for services performed by Project Moore shall become due and payable by the client,

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including any fees for activities necessary to transfer the assignment back to the client or to a third party.

12. The legal relationship between the client and Project Moore is governed by Dutch law. Project Moore's complaints procedure (*kantoorklachtenregeling*) applies to all services and is available at [www.projectmoore.com](http://www.projectmoore.com). Any dispute between the client and Project Moore shall be resolved exclusively by the competent court in Amsterdam, the Netherlands.
13. In the event of any discrepancy between the Dutch and English versions of these terms and conditions, the Dutch version shall prevail.

Project Moore Advocaten B.V. is established in Amsterdam and registered with the trade register under no. 51653990.

January 2025