

## **GENERAL TERMS AND CONDITIONS**

### Article 1

RDV bureau for adaptive change in Amsterdam The Netherlands, commercial register number 63450402 VAT-number NL131007129B01.

### Article 2

These General Terms and Conditions ("GT&C") are applicable to all agreements which RDV bureau for adaptive change enters into with another party ("the Principal") or carries out and to all obligations which RDV bureau for adaptive change has or fulfils.

All stipulations in the GT&C have been made for the benefit of and in the interest of RDV bureau for adaptive change and its Director and all of those who work in or for RDV bureau for adaptive change.

### Article 3

All agreements and obligations are exclusively entered into with, or, as the case may be, accepted and fulfilled by RDV bureau for adaptive change. In deviation from the provisions made in Sections 7:404, 7:409 and 7:422 paragraph 1 under b of the Netherlands Civil Code, all activities, irrespective of whether the Principal has given the instruction with the intention to be advised/represented by a specific individual or legal entity, are carried out by RDV bureau for adaptive change. The Director of RDV bureau for adaptive change and all of those who work for RDV bureau for adaptive change, are not personally bound or liable and the instruction does not terminate by their death, compulsory guardianship ("*curatelestelling*") nor by bankruptcy or compulsory liquidation ("*faillissement*").

### Article 4

If, in performing/fulfilling an obligation, RDV bureau for adaptive change makes use of the assistance and/or services of third parties, RDV bureau for adaptive change is not liable for their actions. This also applies without prejudice to the obligation of RDV bureau for adaptive change to exercise due care in the selection of such third parties and, if this is reasonably possible, to consult with the Principal about calling in such assistance and/or services and such third parties. The obligation to consult is not applicable when calling in couriers, process-servers/bailiffs ("*deurwaarders*") and local counsel ("*procureurs*").

### Article 5

Each obligation to pay damages is limited to the amount which is paid out by the insurer under the relevant professional liability insurance policy of RDV bureau for adaptive change, increased by the excess ("*eigen risico*") under that insurance, save in the event of an intentional action ("*opzet*"), or deliberate recklessness ("*bewuste roekeloosheid*").



#### Article 6

Unless agreed otherwise, the Principal is due to pay a time-related fee, increased by court fees, duties and specific and general costs as well as VAT. On 1 January of each year the hourly fee rate shall be revised and the new rate shall immediately apply.

All claims of RDV bureau for adaptive change are immediately due payable. The Principal is in any event – without a demand for payment (“*sommatie*”) being required – deemed to be in default (“*verzuim*”) if payment is not made within the allowed period for payment, which is always exclusively to be appreciated as a days-of-grace period.

The extrajudicial debt collection costs (“*buitengerechtelijke incassokosten*”) (calculated on basis of the law on extrajudicial debt collection costs (“*Wet normering buitengerechtelijk incassokosten*”) and the statutory interest (for trade/professional transactions) (“*wettelijke (handels)rente*”) are due and payable.

The Principal is also bound to pay all judicial costs which RDV bureau for adaptive change encounters, inclusive of those for due service (“*betekening*”) and execution (“*executie*”)

#### Article 7

(The coming into existence of) a legal relationship (“*rechtsbetrekking*”) between RDV bureau for adaptive change and a Principal or a third party called in by RDV bureau for adaptive change, is exclusively governed by Dutch law. Disputes shall exclusively be settled by the competent Dutch Court. Only the Dutch text of the GT&C shall be binding.

Amsterdam, 4 June 2018.

(THIS IS A FAIR OFFICE TRANSLATION. ONLY THE DUTCH TEXT SHALL BE BINDING.)