

General Terms and Conditions Kaur Legal

Article 1 – Definitions and applicability

- 1.1 Kaur Legal, also registered under the trade name Kaur Legal Services, is a legal boutique incorporated as a sole proprietorship under the law of the Netherlands, registered in the Trade Register of the Dutch Chamber of Commerce under number 87374870 (hereafter **'Kaur Legal'**).
- 1.2 These General Terms and Conditions (hereafter the **'Terms'**) apply to all offers, proposals, assignments, instructions, advice, legal ties and agreements in which Kaur Legal undertakes, or shall undertake, to perform work for the client (hereafter the **'Client'**), including all work for Kaur Legal that arises from it.
- 1.3 These Terms also apply to any additional or follow-up assignments.
- 1.4 These Terms apply to any legal relationship arising from or in connection with using the any website maintained by Kaur Legal.
- 1.5 Hereafter, the Client and Kaur Legal are each referred to as a **'Party'** and together as the **'Parties'**.
- 1.6 If there is any lack of clarity or dispute as regards the interpretation of one or more provisions in these Terms, the interpretation must be sought in the spirit of these Terms. Likewise, if a situation arises between Parties for which these Terms do not provide, this situation should be reviewed in the spirit of these Terms.
- 1.7 If one or more provisions in these Terms might be declared fully or partially void or nullified, the remaining provisions of these Terms will remain effective. New provisions to replace the void or nullified provisions shall be agreed upon in consultation with both parties, in which case the intent and meaning of the original provisions shall be observed as far as possible.
- 1.8 Kaur Legal explicitly excludes the applicability of the General Terms and Conditions of the Client.
- 1.9 In the event of a dispute between these Terms and a provision or clause from a separate written service contract, the provision or clause of that agreement shall prevail.
- 1.10 Kaur Legal has the right to amend these Terms at any time. The amended Terms shall apply to new and current agreements and order confirmations.

Article 2 – Assignment

- 2.1 Accepting an assignment by Kaur Legal creates a legal relationship between the Client and Kaur Legal (hereafter the **'Assignment'**).
- 2.2 An offer made by Kaur Legal only applies to the relevant Assignment. An offer concerning a specific assignment will not automatically apply to future assignments.
- 2.3 All quotations and offers from Kaur Legal are without obligation, meaning Kaur Legal is not bound to any quotation or offer until an explicit written acceptance of the Assignment is given by Kaur Legal.
- 2.4 Kaur Legal cannot be held to a quotation or offer if the Client could reasonably understand that the quotation or offer, or a part thereof, contains an obvious mistake or error.

- 2.5 Kaur Legal will always exercise due care in engaging third parties. Kaur Legal will consult with the Client about hiring a third party if reasonably possible. However, Kaur Legal accepts no liability whatsoever for any defects in the performance of any such third party.

Article 3 – Client obligation to provide information

The Client is obliged to provide all data, documents and information required by Kaur Legal at their discretion for the adequate and timely performance of the Assignment in the requested form and manner. The Client guarantees and verifies the correctness, completeness and reliability of the data, documents and information provided by or on their behalf to Kaur Legal, also if these originate from third parties. Kaur Legal is not liable for damages resulting from the failure of the Client to provide data, documents or information timely, completely or correctly. Kaur Legal is also not liable for any resulting damages if it uses the data, documents or information that were not provided timely, completely or correctly in good faith.

Article 4 – Carrying out the Assignment

- 4.1 Kaur Legal shall perform the Assignment to the best of its ability and with correct understanding. However, accepting an assignment by Kaur Legal does not entail an obligation to attain a particular outcome.
- 4.2 If the Client is in default in the proper and timely fulfilment of their obligations towards Kaur Legal, then the Client is liable for all damages on the part of Kaur Legal as a result, directly or indirectly.
- 4.3 Kaur Legal shall be entitled to be (partly) replaced in the work by a third party to be appointed by Kaur Legal. The Client is hereby entitled to refuse the substitute(s) solely on the basis of objective qualifications, which shall be determined jointly by the Parties.

Article 5 – Remuneration and fees

- 5.1 Kaur Legal is entitled to the remuneration of delivered services and disbursements. Disbursements can include agreed travel expenses and compensation of costs to be specified, such as legal charges, extracts fees, bailiff's costs, courier costs, out-of-pocket costs, costs of external legal advice etc. All amounts mentioned in communications exclude 21% VAT.
- 5.2 Between Kaur Legal on the one hand and the Client on the other, the agreed remuneration as it was confirmed in writing or by e-mail by Kaur Legal applies.
- 5.3 Additional services ordered after the conclusion of the contract shall be invoiced separately according to the time involved.
- 5.4 Kaur Legal has the right to demand an advance payment of remuneration and disbursements before the start of the work. This advance payment will be set off with the final invoice.
- 5.5 Invoices shall be paid, without deduction, discount or set-off, within 14 days of the invoice date, unless otherwise stated on the invoice, failing which the Client shall be in default and shall owe statutory interest without any notice of default. The Client will also be charged 15% collection costs.
- 5.6 Client pays by transfer to the bank account mentioned on the invoice. If the Client has objections against the invoice amount, this does not suspend the payment obligation or the payment term.

- 5.7 In the event of a jointly given Assignment, Clients are jointly and severally liable for the payment of the invoice amount, the interest(s) and costs owed.
- 5.8 If the Client appoints a third party to pay the invoices, the Client shall remain jointly and severally liable for them alongside that third party.

Article 6 – Limitation of liability

- 6.1 Any liability of Kaur Legal arising out of or in connection with any advice or services rendered that is directly the result of a (related series of) attributable shortcoming(s) in the execution of the Assignment and which are proven by sufficient documentation to have led to a financial loss for the Client shall be limited to the amount to which the professional liability insurance taken out by Kaur Legal for the relevant case gives entitlement, to be increased by the excess (*'eigen risico'*) payable by Kaur Legal under the policy terms and conditions.
- 6.2 If, without prejudice to the provisions of Article 6.1, Kaur Legal should be liable for damage that is not (entirely) reimbursed by the insurer, Kaur Legal's liability shall in any event be limited to the fees paid by the Client for the (relevant part of the) Assignment to which the harm or loss relates, subject to a maximum of €400 (four hundred Euros).
- 6.3 Kaur Legal is not liable for damage of whatever nature because Kaur Legal relied on incorrect and/or incomplete information provided by or on behalf of the Client.
- 6.4 Any liability of Kaur Legal shall be limited to direct damage. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms, any reasonable expenses incurred to make Kaur Legal's defective performance comply with the agreement, insofar as these can be attributed to Kaur Legal, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these Terms.
- 6.5 Kaur Legal is never liable for indirect damage, including consequential damage, lost profit, savings, and damage due to business interruption.
- 6.6 The limitations of liability under this provision do not apply if the damage is due to intent by Kaur Legal or its subordinates.
- 6.7 A claim for damages by the Client against Kaur Legal relating to the performance of the Assignment by Kaur Legal shall in any event lapse after one year after the Client became aware or could reasonably have become aware of (the possibility of the existence of) the damages.
- 6.8 Kaur Legal does not guarantee the correct and complete transmission of the content of an e-mail sent, nor its timely receipt.
- 6.9 The Client shall indemnify Kaur Legal against all third party claims arising out of, or in any way connected with, the work performed for the Client.
- 6.10 Kaur Legal's failure to inform the Client of matters relating to the execution of the contract or not to inform it in time shall not constitute grounds for assuming intent and/or gross negligence on Kaur Legal's part.
- 6.11 The provisions of this Article relate to both the contractual and extra-contractual liability of Kaur Legal towards the Client.

Article 7 – Suspension of work and termination of the contract

- 7.1 Kaur Legal has the right to suspend work if advance payment is not paid by the due date, whilst all costs made will still be payable. If an invoice is not paid within the payment term specified in Article 5 of these Terms, Kaur Legal has the right to suspend the work concerning the relevant Assignment and other assignments for the benefit of the Client who did not pay the invoice. Kaur Legal is not liable for damages of any nature that arise from the suspension of work per this provision.
- 7.2 If the Client, after receiving an explicit notification from Kaur Legal, still fails to provide timely, correct and complete data, documents and information as stated in Article 3, Kaur Legal has the right to suspend the work for the relevant Assignment.
- 7.3 Kaur Legal can terminate the contract in writing with immediate effect if, in the sole assessment and discretion of Kaur Legal:
- a. After the conclusion of the agreement, it becomes apparent that the execution of the Assignment cannot reasonably be expected, and this is due to the information provided by the Client;
 - b. The Client profile or behaviour does not fit within Kaur Legal's ethical framework;
 - c. Kaur Legal has good reasons to doubt that the Client will fulfil its obligations to Kaur Legal;
 - d. The Client, despite written notice of default, fails to (timely and properly) fulfil one or more obligations arising from the service contract (in particular the payment of invoices).

In such an event, Kaur Legal is only required to refund the fees paid by the Client for the unused hours for the Assignment(s) and is not liable for any damages.

- 7.4 Kaur Legal can terminate the agreement wholly or partially if the Client is in default of their obligations, is in liquidation, requests suspension of payment or debt relief for natural persons, has filed for bankruptcy or if the Client wholly or partially ceases or dissolves the company.
- 7.5 If the Client cancels a requested service in whole or in part, the work performed or prepared for that purpose, plus the working time reserved for executing the agreement, will be charged to the Client.

Article 8 – Force majeure

- 8.1 In these Terms, Force Majeure is taken to mean, in addition to everything it is taken to mean in legislation and case law, all external causes, whether or not foreseeable, that Kaur Legal cannot influence but because of which Kaur Legal is unable to fulfil its obligations. This includes, in any case, but not exclusively: illness of key personnel on the part of Kaur Legal, fire, accidents, serious disease, strikes, riots, war, government measures, long-term power outages, transport disruptions and terrorist threats.
- 8.2 Kaur Legal's obligations are suspended when faced with a circumstance that falls under Force Majeure. Kaur Legal will promptly inform the Client of this to the extent possible. If Force Majeure makes the performance of the obligation impossible, both parties have the right to dissolve the agreement without the obligation of paying for damages. However, the Client is still obliged to pay for work already executed.

- 8.3 If at the commencement of Force Majeure, Kaur Legal has already wholly or partially fulfilled its obligations or can only partly fulfil them, Kaur Legal has the right to invoice the work already done separately, and the Client is obliged to pay the invoice.

Article 9 – Intellectual Property

- 9.1 The execution of the Assignment by Kaur Legal does not also imply the transfer of intellectual property rights vested in Kaur Legal. All intellectual property rights that arise during, or arise from, the execution of the Assignment belong to Kaur Legal.
- 9.2 Without the prior written permission of Kaur Legal, the Client is not allowed to multiply, disclose to the public, exploit, provide to third parties, or distribute in any way whatsoever the advice, agreements, or other products of the mind, whether or not with or through the engagement of third parties, unless this arises directly from the agreement, this serves the purpose of obtaining an expert opinion on the relevant work of Kaur Legal, the Client has a legal or professional duty of disclosure, or the Client is acting for itself in disciplinary, civil or criminal proceedings in which the disclosure could be of relevance.

Article 10 – Confidentiality and privacy

- 10.1 Kaur Legal will treat all data, documents and information provided by the Client and all results obtained through the Client strictly confidential and shall process and archive it as such. Kaur Legal takes appropriate measures to protect the personal data and other confidential information originating from the Client. Processing of personal data by Kaur Legal takes place in accordance with the applicable laws and regulations in the field of personal data protection.
- 10.2 However, the obligation to maintain confidentiality does not entail a duty to secrecy to the extent that legislation, including, but not limited to, the duty to report arising from the Anti-Money Laundering and Anti-Terrorist Financing Act and other national or international regulations of similar scope oppose this.

Article 11 – Applicable law and jurisdiction

The legal relationships between Kaur Legal and the Client and all work by Kaur Legal shall be governed by Dutch law. Accordingly, all disputes arising from this legal relationship shall exclusively be decided by the competent court in The Hague, The Netherlands.