

# KAUR LEGAL

Your legal matter at our core

## General Terms and Conditions Kaur Legal

### Article 1 – Definitions and applicability

- 1.1 Kaur Legal is a sole proprietorship ('*eenmanszaak*') under the laws of the Netherlands, with its registered office located at Regulusweg 11, 2516 AC The Hague, and a postal address of P.O. Box 18584, 2502 EN The Hague. Kaur Legal is registered in the Dutch Chamber of Commerce Trade Register under number 87374870 (hereafter '**Kaur Legal**').
- 1.2 These general terms and conditions (hereafter the '**Terms**') apply to all offers, quotations, agreements, assignments, legal ties, instructions, advice, activities, and (legal) services 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. These Terms also apply to any additional or follow-up assignments.
- 1.3 The Terms also apply to third parties that Kaur Legal engages for services on behalf of the Client.
- 1.4 The Terms apply to any legal relationship arising from using any website and/or social media account of Kaur Legal.
- 1.5 Hereafter, the Client and Kaur Legal are referred to as a '**Party**' or '**Parties**'.
- 1.6 Kaur Legal explicitly excludes the applicability of any general terms and conditions of the Client or third party.
- 1.7 In the event of a dispute between the Terms and a provision from a written quotation, confirmation or agreement (hereafter the '**Agreement**'), the provision of the Agreement prevails.
- 1.8 Kaur Legal has the right to amend the Terms at any time. The amended Terms shall apply to both new and existing agreements, confirmations, and quotations.

### Article 2 – The 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 and does not automatically apply to future assignments.
- 2.3 All quotations and offers from Kaur Legal are without obligation and only valid for a limited period. Kaur Legal is only bound to a quotation or offer after Kaur Legal explicitly accepts the Assignment in writing.
- 2.4 Kaur Legal cannot be held to a quotation or offer if the Client could reasonably understand that (part of) the quotation or offer contains an obvious mistake or error.

### Article 3 – Client obligations

- 3.1 The Client must promptly and in the requested form and manner provide all documents and information required by Kaur Legal for the Assignment. The Client guarantees and verifies the correctness, completeness and reliability of the documents and information provided by or on their behalf to Kaur Legal, even if these originate from third parties. The Client hereby consents to the processing of personal data in the context of the Assignment.

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- 3.2 Kaur Legal is not liable for any damages of the Client or third parties resulting from the Client not providing the documents or information in a timely, correct or complete manner or if Kaur Legal uses the documents or information that were not provided in a timely, complete or correct manner, in good faith.
- 3.3 The Client is liable for all damages, directly or indirectly, of Kaur Legal resulting from the Client's default in the proper and timely fulfilment of their obligations towards Kaur Legal.

## Article 4 – Execution of the Assignment

- 4.1 Kaur Legal shall perform the Assignment to the best of its knowledge and ability as a legal professional. However, accepting an assignment by Kaur Legal does not entail an obligation to attain a particular outcome.
- 4.2 Kaur Legal may be (partially) replaced in the work by a third party appointed by itself. Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code, are hereby explicitly excluded. Kaur Legal shall protect the Client's interests and exercise due care when engaging third parties. As reasonably possible, Kaur Legal will consult with the Client in advance of this. However, Kaur Legal accepts no liability for any defects in the performance of any such third party.
- 4.3 Any complaints about the Assignment must be reported to Kaur Legal in writing and as much detail as possible, as soon as possible, but in any event, within 14 days of completing the Assignment. In doing so, the Client must demonstrate that the service and/or product does not comply with the Assignment.

## Article 5 – Remuneration and disbursements

- 5.1 Kaur Legal is entitled to the remuneration of delivered services and disbursements. Disbursements can include travel expenses, legal charges for external advice, extracts fees, bailiff's costs, courier costs, out-of-pocket, etc, and shall, to the extent possible, be discussed with the Client in advance. All amounts mentioned exclude 21% VAT.
- 5.2 The fee for the Assignment shall be set out in the Agreement. Kaur Legal is entitled to increase the fee if, after the conclusion of the Agreement but before the Assignment is fully executed, the costs or prices for Kaur Legal increase or because more time than estimated is necessary for the case due to (unexpected) complexity, new additional facts or circumstances or if the Client misrepresented the facts or circumstances of the case. Additionally, Kaur Legal reserves the right to increase its prices annually.
- 5.3 Additional services ordered after the conclusion of the Agreement shall be invoiced separately according to the time involved.
- 5.4 Kaur Legal has the right to ask for an advance payment before the start of the work. This advance payment will be deducted from the final invoice.
- 5.5 Unless otherwise specified on the invoice, invoices shall be paid without deduction, discount or set-off within 14 days of the invoice date. If the payment term is exceeded, the Client shall be in default without any notice of default and shall owe statutory interest as well as 15% collection costs from the expiry of the payment term.
- 5.6 The Client pays by transfer to the bank account mentioned on the invoice. The Client's objections against the invoice amount shall not suspend the payment obligation or payment term.

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- 5.7 If Parties agree on payment in instalments, payment shall be made in proportion to the progress or after completion or delivery of each part of the Assignment. The instalment payment shall be made as soon as possible, but no later than 7 days after the invoice date, unless otherwise specified on the invoice. Kaur Legal is entitled to suspend (the next part of) the Assignment if an instalment payment is not made.
- 5.8 In case of a jointly given Assignment, all Clients are jointly and severally liable for the payment of the invoice amount, the interest(s) and costs owed.
- 5.9 If the Client appoints a third party to pay the invoices, the Client shall remain jointly and severally liable for the invoices alongside that third party.
- 5.10 If the Client partially or fully cancels the Assignment, Kaur Legal shall be entitled to compensation for its losses. Such damages shall, in any case, consist of the hours incurred in preparation or execution of the Assignment and the costs already incurred for this purpose, without prejudice to Kaur Legal's right to claim greater damages. All claims of Kaur Legal against the Client shall be immediately due and payable. An advance payment made by the Client shall not be refunded.

## Article 6 – Limitation of liability

- 6.1 Any liability of Kaur Legal arising out of or in connection with the Assignment that is directly the result of an attributable shortcoming in the execution of the Assignment shall be limited to the amount to which Kaur Legal's professional liability insurance 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 In case Kaur Legal should be liable for damages not (entirely) reimbursed by the insurer, Kaur Legal's liability shall, in any event, be limited to the Assignment fee, up to a maximum of €400 (four hundred Euros).
- 6.3 Any liability of Kaur Legal shall be limited to direct damages. Direct damages include exclusively:
  - a. 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,
  - b. 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
  - c. 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.
- 6.4 Kaur Legal is not liable for indirect damage, including, but not limited to, consequential damage, lost profits and/or savings, reputation damage and damage due to business interruption.
- 6.5 The limitations of liability under this provision do not apply if the damage is due to intent and/or gross negligence by Kaur Legal or its subordinates. Failure to inform the Client of the execution of the Assignment or failure to do so promptly shall not constitute grounds for assuming intent and/or gross negligence of Kaur Legal or its subordinates.
- 6.6 Any claim for damages by the Client against Kaur Legal relating to the execution of the Assignment by Kaur Legal shall, in any event, lapse after one year after the Client became

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aware or could reasonably have become aware of (the possibility of the existence of) the damages.

- 6.7 Kaur Legal does not guarantee the correct and complete transmission of the content of an e-mail or (procedural) document sent, nor does it guarantee its timely receipt.
- 6.8 The Client shall indemnify Kaur Legal against third-party claims arising out of, or in any way connected with, the work performed for the Client.
- 6.9 The provisions of this Article relate to both Kaur Legal's contractual and extra-contractual liability towards the Client.

## Article 7 – Suspension and termination of the Agreement

- 7.1 Kaur Legal reserves the right to suspend the Assignment if an advance payment or invoice is not paid by the due date, while all costs incurred remain payable. Kaur Legal is not liable for any damages arising from the suspension of the Assignment under this provision.
- 7.2 Kaur Legal can also suspend the Assignment if the Client fails to provide timely, correct and complete documents and information as stated in Article 3 of the Terms.
- 7.3 Kaur Legal can terminate the Agreement immediately in writing without being liable for any damages if, in the sole assessment 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 remains in default to fulfil his obligations, particularly the (timely) payment of invoices.
- 7.4 Kaur Legal can terminate the agreement wholly or partially if the Client 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.

## Article 8 – Force majeure

- 8.1 In these Terms, force majeure (hereafter the '**Force Majeure**') means, in addition to everything it means 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 or accidents at Kaur Legal, fire, national disease outbreaks or pandemics, strikes, riots, war, government measures, prolonged power outages, transportation disruptions, and terrorist threats.
- 8.2 Kaur Legal's obligations are suspended when faced with Force Majeure. To the extent possible, Kaur Legal will notify the Client promptly thereof. If the performance of the obligation becomes impossible due to Force Majeure, both parties can dissolve the Agreement without having to pay any damages. However, the Client remains obliged to pay for work already executed by Kaur Legal.

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## Article 9 – Intellectual Property

- 9.1 The execution of the Assignment by Kaur Legal does not mean the transfer of intellectual property rights vested in Kaur Legal. All intellectual property rights that arise during or from the execution of the Assignment remain with 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, drafts, strategies or other 'products of the mind', whether or not with or through the engagement of third parties. This is only allowed by exception if 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.
- 9.3 In the event of breach or non-compliance with this provision, the Client shall be liable, without notice of default being required, to pay Kaur Legal an immediately payable penalty of €500 (five hundred Euros) for each breach, as well as an immediately payable penalty of €250 (two hundred and fifty Euros) for each day or part of a day that the violation or non-compliance continues after the Client has been notified of its discovery by Kaur Legal, without prejudice to Kaur Legal's right to claim compliance and/or damages.

## 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. The file is stored and archived in accordance with the statutory retention periods. Processing of personal data by Kaur Legal follows the applicable laws and regulations in 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 dictates otherwise.

## 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. All disputes arising from this legal relationship shall exclusively be decided by the competent court in The Hague, The Netherlands.