

Altun Corporate Law B.V. - General Terms and Conditions

(version 27 March 2025)

1. Altun Corporate Law B.V. is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) pursuant to Dutch law and registered at the traderegister of the Amsterdam Chamber of Commerce under number 96837829.
2. These general terms and conditions apply to all assignments accepted by Altun Corporate Law B.V., including follow-up assignments. The applicability of any and all general terms and conditions of the client is hereby specifically excluded.
3. All assignments, either directly to Altun Corporate Law B.V. or to individual lawyers of Altun Corporate Law B.V., shall be accepted and carried out by or on behalf of the private limited liability company Altun Corporate Law B.V. The sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) shall not apply.
4. These general terms and conditions may be relied upon not only by Altun Corporate Law B.V., but also by any persons or legal entities that are or have been engaged by Altun Corporate Law B.V. for the performance of any services to the client. All that is stipulated in these general terms and conditions for the benefit of Altun Corporate Law B.V. applies to them as an irrevocable and gratuitously made third party clause (*derdenbeding*) within the meaning of section 6:253 of the Dutch Civil Code (*Burgerlijk Wetboek*).
5. Any liability of Altun Corporate Law B.V. is limited to the amount paid out in the matter concerned under the professional indemnity insurance taken out by Altun Corporate Law B.V., plus the amount of the applicable deductible of Altun Corporate Law B.V. under this insurance. If and to the extent that for any reason no payment takes place under the aforementioned professional indemnity insurance, any liability of Altun Corporate Law B.V. will be limited to the amount charged by Altun Corporate Law B.V. to the client in the matter concerned up to a maximum of €10,000 (ten thousand euro). Further information on the terms of the professional indemnity insurance policy will be provided upon request. In any event, a liability becomes unenforceable and lapses if the client does not notify Altun Corporate Law B.V. in writing of its claim within 12 (twelve) months after the discovery of an event or circumstance that gives, or may give, rise to the claim.
6. Altun Corporate Law B.V. will at all times exercise due care when engaging third parties. Altun Corporate Law B.V. is not liable for damages resulting from any acts and/or omissions of third parties.
7. Altun Corporate Law B.V. does not have a third parties funds foundation (*stichting derdengeldenrekening*) with a third parties funds account (*derdengeldenrekening*) and as a result is not able to receive third party funds (*derdengelden*) in trust.
8. The client indemnifies Altun Corporate Law B.V. against and holds Altun Corporate Law B.V. harmless for (i) any and all claims of third parties which in any way relate to and/or arise from work performed on behalf of the client, and (ii) any and all costs resulting from such claims, including but not limited to reasonable costs for legal assistance.
9. Altun Corporate Law B.V. will invoice the client on a monthly basis for the work it performed. The payment term of such an invoice will be 14 (fourteen) calendar days, to be calculated from the date of the invoice. If timely payment is not made, Altun Corporate Law B.V. will be entitled (i) to charge statutory commercial interest rate on the outstanding amount, and (ii) to suspend any work for the client without being obliged to pay any possible damages resulting from such suspension.
10. Altun Corporate Law B.V. is 5 (five) years after completion of a matter entitled to destroy the files relating to that matter without being obliged to notify the relevant client thereof.
11. The company complaints scheme available on www.altuncorporatelaw.nl is applicable to work performed by Altun Corporate Law B.V.

12. These general terms and conditions have been drawn up in Dutch and English. The Dutch text shall prevail in case of any dispute about the content or meaning of these general terms and conditions.
13. The legal relationship between the client and Altun Corporate Law B.V. is exclusively governed by Dutch law. Disputes arising from the legal relationship between the client and Altun Corporate Law B.V. may only be submitted to the competent Dutch court.
