GENERAL TERMS AND CONDITIONS SKE ADVOCATEN

1. General

1.1 SKE advocaten is formed by the partnership of lawyers mr. A.M. de Koning and mr. R.J. van Eenennaam (hereafter called 'the partnership'). The partnership is registered at the Chamber of Commerce under number 27336906.

1.2 The applicability of the general terms and conditions of (prospective) clients is expressly excluded.

1.3 Once a client has entered into a contract with the partnership under the General Terms and Conditions (hereafter referred to as the GTC), the client is deemed to have tacitly agreed to their applicability for any subsequent assignments.

1.4 Changes to the GTC will be published on the firm's website (www.ske-advocaten.nl) and apply to new assignments from the moment of publication.

1.5 These terms and conditions also apply to partners, employees, former partners/employees, and engaged third parties.

2. Legal Relationship and Engagement

2.1 All assignments are only accepted and executed by the partnership, even if it is the client's express or tacit intention that an assignment be performed by a specific attorney.

2.2 The operation of Articles 7: 404 and 7: 407 paragraph 2 of the Civil Code is expressly excluded.

2.3 The partnership is entitled to engage third parties in the performance of an engagement. The partnership is authorized to accept any limitations of liability imposed by such third parties on behalf of the client.

2.4 The partnership may assume that persons issuing an instruction on behalf of a client are authorized to do so.

2.5 The legal relationship between the client and the partnership is exclusively a contract with the partnership. None of the persons associated with the partnership can be held personally liable.

3. Communication

3.1 Communication between the partnership and the client can take place by electronic means, including e-mail.

3.2 The Partnership exercises due care, but does not guarantee that electronic messages are completely secure or virus-free.

3.3 The partnership is not liable for damages resulting from electronic communication, except in cases of willful misconduct or gross negligence.

4. Fees, Payment and Advance Payments

4.1 An advance payment can be requested before starting work. Work can be suspended as long as the advance payment has not been paid.

4.2 The partnership generally declares on a monthly basis, unless otherwise agreed, such as a fixed-price arrangement. Fixed-price agreements are billed in advance and are non-refundable in the event of a change in attorney or termination of the engagement.

4.3 Invoices must be paid within eight (8) days of the invoice date, unless otherwise agreed in writing.

4.4 In the event of late payment, the client owes statutory interest and extrajudicial collection costs in accordance with the Act of Standardization of extrajudicial collection costs, plus statutory interest.

4.5 The partnership declares all time spent on the assignment, including travel time, consultation, correspondence and investigation, in six-minute units.

4.6 In principle, advance payments are offset against the final invoice.

5. Third-Party Funds

5.1 If the partnership receives third-party funds for the benefit of a client, they are in principle managed through a third-party money account.

5.2 The partnership is entitled to set off third party funds against outstanding invoices, unless these funds have a specific purpose for which they may not be used.

5.3 The partnership endeavors to transfer funds from the third-party account as soon as the opportunity arises to do so to the client / entitled party. However, the partnership is not liable for damage caused by the non-payment of third-party funds at the earliest opportunity.

6. Subsidized Legal Aid

6.1 If the partnership performs work on the basis of a legal aid grant, it relies on the accuracy of the information provided by the client. By providing such information, the client agrees to its disclosure by the partnership to third parties, such as the Legal Aid Board (RvR) and the Tax and Customs Administration, for the purpose of obtaining the reimbursement by the partnership. The partnership is not liable for any consequences arising from the disclosure of such information.

6.2 If it appears that the information provided is incorrect or the legal aid grant is withdrawn, the partnership may charge its customary hourly rate.

7. Personal Data

7.1 The partnership processes personal data in accordance with the General Data Protection Regulation (GDPR) and the Legal Profession Bye-law.

7.2 Personal data shall be used solely for the performance of the assignment and for compliance with legal obligations.

7.3 The client has the right to access, rectification, and erasure of personal data.

7.4 Personal information may be used to send legal updates or other information, unless the client objects.

7.5 Personal data of employees and/or third parties engaged by the partnership may only be used by the client for the express purpose for which that information was provided to him or her.

8. Intellectual Property

8.1 The copyright to all documents prepared by the partnership vests in the partnership.

8.2 The client acquires a non-exclusive right of use for the purpose for which the documents were provided.

9. Liability

9.1 The liability of the partnership is limited to the amount that is paid out under the professional indemnity insurance in the relevant case, increased by the applicable deductible.

9.2 Liability for indirect damage, consequential damage, lost profits, or non-pecuniary damage is excluded, to the extent permitted by law.

9.3 The client indemnifies the partnership against third-party claims arising from the work performed by the partnership.

9.4 The partnership is authorized by the client to accept any limitations of liability of third parties on the client's behalf.

10. Termination of the Assignment

10.1 Both the client and the partnership may terminate the engagement subject to a reasonable notice period.

10.2 The partnership may terminate the assignment in the event of non-compliance by the client or conflict with professional obligations.

10.3 Upon termination, outstanding invoices shall remain due and payable.

10.4 The partnership is entitled to retain the file until all outstanding invoices have been paid. If there are urgent matters, the partnership will transfer the file to the client or the client's new attorney.

11. Complaints Procedure

11.1 The partnership has an internal complaints procedure.

11.2 Complaints may be addressed to the internal complaints officer, Mr A.M. de Koning. If the client has a complaint against this partner, they may contact Mr R.J. van Eenennaam.

11.3 The internal complaints procedure is available on the website and can be sent by email upon request.

11.4 If the complaint is not handled to the client's satisfaction, the client may turn to the Dean of The Hague Bar Association or to the competent court.

12. Governing Law and Jurisdiction

12.1 All assignments and legal relationships with the partnership shall be governed by Dutch law.

12.2 Disputes shall be submitted to the competent judge of the District Court of The Hague, unless the partnership elects to designate another competent judge.

12.3 If a court declares any provision of these GTC to be void or contrary to law, or if any provision cannot otherwise be enforced, the remaining provisions shall remain in full force and effect.

13. Use of Artificial Intelligence (AI)

13.1 SKE advocaten may use applications based on Artificial Intelligence (AI) as a supportive tool in the performance of its work. By contracting, the client agrees that such technological tools may be used in the performance of the engagement. The use of such technologies takes place within the framework of applicable laws and regulations, including the General Data Protection Regulation (GDPR), applicable European regulations regarding artificial intelligence (AI Act), the Legal Profession By-law, and the duty of confidentiality applicable to attorneys and their staff.

13.2 AI is used exclusively to support the work of the attorneys and employees of SKE advocaten, with the aim of improving the quality and efficiency of our services. The substantive performance of activities and the drafting of legal advice and other documents, such as pleadings, shall at all times remain the responsibility of an attorney or authorized employee of SKE advocaten.

13.3 SKE advocaten strives to exclusively utilize AI applications that comply with applicable information security, confidentiality, and data protection requirements. To the extent that personal data are processed when using AI, this shall be done in accordance with the GDPR and the firm's internal privacy and AI policies.

13.4 Output generated using AI applications may serve as draft material or a supporting tool. This output is continuously reviewed and, where necessary, adjusted by an attorney or authorized staff member before becoming part of the services provided to the client.

13.5 SKE advocaten is not liable for damage resulting from limitations, inaccuracies, or incompleteness inherent in AI technologies, insofar as these could not reasonably have been prevented despite careful human oversight.

13.6 If a client has questions regarding the use of AI within the services provided by SKE advocaten, the client may contact the attorney handling the case or another member of the firm's staff at any time.

14. Closure, Archiving, and Destruction of Files

14.1 Once a file is closed, it will be retained for the legally prescribed period. The client receives written notification of the file's closure.

14.2 Upon expiry of this period, the file may be destroyed.