

TERMS AND CONDITIONS VARELA LAW B.V.

The services of Varela Law B.V. (hereafter: Varela Law) are executed pursuant an assignment agreement with Varela Law. All assignments, follow-up assignments, modified assignments and/or additional assignments to Varela Law are subject to the following general terms and conditions of Varela Law.

1. Varela Law is established in Rotterdam (Coolsingel 6, 3011 AD) and registered in the Dutch trade register under Chamber of Commerce number 88511782. Varela Law can be reached by e-mail (varela@varelaw.nl) or by telephone (06-27265910).
2. Varela Law does not have a foundation for third-party funds available and for that reason cannot receive third-party funds.
3. An assignment agreement between Varela Law and the client is concluded only by express acceptance by Varela Law. The instructions given will be executed exclusively for the benefit of the client. Third parties may not derive any rights from the content of the work performed.
4. Varela Law shall, pursuant to applicable regulations, including the Money Laundering and Terrorist Financing (Prevention) Act (Wwft), establish the identity of clients and under certain circumstances report unusual transactions to the authorities. By giving the assignment, the client confirms that it is aware of these regulations and consents to their implementation.
5. Varela Law may engage third parties (in its own name or as an agent) in the execution of the assignment. Varela Law shall not be liable for any damage or possible errors caused by any act or omission of a third party engaged by Varela Law. If a third party engaged by Varela Law wishes to limit its liability, Varela Law shall have the authority to accept such limitation of liability also on behalf of the client. The client shall be bound by the terms and conditions agreed by Varela Law with such third party.
6. The work performed by Varela Law will be invoiced on the basis of an hourly rate or fixed price agreement to be communicated prior to acceptance of the assignment. Unless otherwise agreed in writing, Varela Law will send its clients a monthly invoice for fees plus (i) a 5% surcharge for general office expenses; (ii) the specific disbursements; and (iii) where applicable sales tax (VAT) in connection with the handling of a case. The invoice will be accompanied by an overall description of the work performed in the file, such work being accounted for in time units of 1/10 hour.
7. Varela Law reserves the right to adjust the rates it charges without prior notice as a result of market conditions which, in Varela Law's opinion, justify a general rate adjustment or the fact that persons working for Varela Law move to a higher rate class as a result of longer work experience and/or an increase in his/her expertise or experience.
8. The billing payment period is 14 days from the billing date. Objections to a bill must be notified to Varela Law in writing within 14 days of the bill date, failing which the bill shall be considered accepted.
9. Any liability of Varela Law in, by or in connection with the performance of an assignment of a client or otherwise, shall be limited to the amount or amounts to which Varela Law's professional liability insurance policy provides entitlement, plus the amount of the excess payable by Varela Law under the policy in the particular case. If - for whatever reason - no payment is made under Varela Law's professional liability insurance, any liability of Varela Law will always be limited to the amount it has already invoiced in the matter concerned, subject to a maximum of €15,000.
10. Any claim for damages shall lapse within one year from the date of discovery of an event or circumstance that gives or may give rise to liability.

11. The client shall indemnify Varela Law, its affiliated persons and all persons involved in the performance of services, against any claim by a third party arising out of or in connection with the assignment or the work, except where such claim is the result of willful intent or deliberate recklessness on the part of Varela Law. Such indemnification shall also include any costs of legal representation or defense.
12. Varela Law is not liable for damages resulting from the use of (electronic) means of communication (for example, for damages resulting from delay, non-delivery, disclosure, interception and/or manipulation of electronic messages by third parties or damage caused by hardware and/or software used or transmission of viruses and the like). The parties hereby declare that they will not hold each other liable for damages resulting from the use of these means of communication. This also applies to communications with third parties. If the client acts in the exercise of a profession or business, the applicability of Sections 6:227b (1) and 6:227c of the Dutch Civil Code is expressly excluded. These provisions relate to the provision of information and e-commerce transactions and to the manner in which e-commerce transactions are concluded.
13. The parties may terminate the assignment contract at any time in writing. If the client terminates the contract unilaterally, it shall owe the total amount of the agreed fee.
14. Varela Law shall retain the file and all documents and other data carriers for the statutory retention period. At the end of that period Varela Law may destroy them without notice.
15. Complaints about Varela Law's services should be reported to Varela Law in writing and as soon as possible. These complaints will be responded to in accordance with Varela Law's Complaints Procedure. Varela Law's Complaints Procedure can be found on the website www.varelaw.nl.
16. The legal relationship between Varela Law and the client is governed exclusively by Dutch law. The Court of Rotterdam has exclusive jurisdiction to hear disputes between Varela Law and the customer.