

GENERAL TERMS & CONDITIONS HOGEWOLD B.V.**1. General**

- 1.1 Hogewold B.V. ('Hogewold') is a limited liability company which provides legal, management and strategic advice, project management and associated services. Hogewold has statutory seat in Baarn, and offices in Laren (NH), the Netherlands at the Melkweg 23-F (1251PP) and is registered in the trade Register of the Chamber of Commerce under number 88718344.
- 1.2 These general conditions apply to all services provided by Hogewold and to all legal relations which arise therefrom or are connected thereto. These conditions are the only conditions which apply to the services of Hogewold and the aforementioned legal relations.
- 1.3 Changes of - or deviations from - a condition included herein, will only be applicable if agreed in writing. A change or deviation will only apply to the specific conditions and will not affect other conditions.

2. Performance of services

- 2.1 In the performance of services Hogewold will observe the care of a prudent service provider. The services will never include an obligation of result unless explicitly agreed in writing and described in detail.
- 2.2 The services will be performed only for the benefit of the client. As a result, other parties/persons may not rely on the services or the result or derive any right therefrom.
- 2.3 Assignments will only be provided to and accepted and performed by Hogewold, also if a person or entity connected to Hogewold will execute the assignment. The articles 7:404, 7:407 lid 2 and 7:409 of the Dutch Civil Code ('DCC') do not apply. A 'person or entity connected to Hogewold' will include any legal entity or person which/who provides or has provided services/work for or on behalf of Hogewold.
- 2.4 The persons or entities connected to Hogewold and others who are engaged by Hogewold in the performance of services or who may be liable in connection thereto, may rely on these conditions. This condition is an irrevocable third party stipulation ('*derdenbeding*') within the meaning of article 6:253 DCC.
- 2.5 The client will indemnify and hold Hogewold and its connected persons and entities harmless for and against any third party claim arising from or connected to the performance of the services.
- 2.6 In the performance of services, Hogewold may engage third parties, in which case Hogewold will not be liable for an error of such third party.

3. Fee and payment

- 3.1 Hogewold will invoice the fee for the services periodically. Costs not included in the fee will be charged to the client separately.
- 3.2 All fees and amounts are exclusive of VAT.
- 3.3 Invoices have a payment term of 14 days from date of invoice and are payable in Euro by transfer of the due amount on the bank account stated on the invoice.

4. Liability

- 4.1 If as a result of the performance of services by Hogewold, the client suffers damages for which Hogewold is liable, this liability is limited to the amount or amounts paid by the insurer under the insurance taken out by Hogewold, plus the applicable excess.
- 4.2 In the event that there is no payment under an insurance as referred to in the previous paragraph, the liability of Hogewold is limited to the amount the client has paid to Hogewold for the services in connection with which the damage has occurred.
- 4.3 Hogewold is never liable for indirect damage, including but not limited to consequential damage, loss of profits, damage resulting from corrupted or destroyed data, or damage due to business interruption.

- 4.4 Any right to claim damages expires after 12 months after the damage has occurred or after the moment the client could have reasonably been aware of the damage, which will in no event be later than 1 year after the moment that the damage has occurred. This paragraph also applies in the situation that the claim results from a third party claim.
- 4.5 Hogewold is not liable for a fault of a third party engaged by Hogewold.
- 4.6 The client agrees that Hogewold uses digital means of communication and data storage services, whether or not offered by third parties. Hogewold cannot be held liable for damage or loss ensuing from the use of such services.
- 5. Privacy**
- 5.1 If Hogewold processes personal data, whether or not in relation to the execution of instructions, this processing will be done in accordance with applicable laws and regulations and Hogewold's privacy policy (which can be viewed at www.hogewold.nl).
- 6. Confidentiality**
- 6.1 All information and data received by Hogewold from the client will be used with care and only for the purpose for which it has been provided.
- 6.2 Information and data identified by the client as confidential, will be kept confidential and not disclosed to any person, other than as required for the purpose of the provision of services or with the approval of the client.
- 6.3 Information or data is not considered confidential if this information or data which:
- (i) is in or comes into the public domain other than as a result of a breach of any of confidentiality obligations by Hogewold;
 - (ii) which is already known before receiving the information/data;
 - (iii) has been lawfully received from a third party without breach of a duty of confidentiality; or
 - (iv) is required to be disclosed by law, regulation or any competent regulatory body.
- 6.4 Transfer of data and/or e-mail may be unencrypted as a result of which confidentiality can not be guaranteed in these methods of transfer.
- 7. Applicable law – competent court**
- 7.1 All legal relationships with Hogewold are governed by Dutch law.
- 7.2 All disputes between Hogewold and the client will exclusively be submitted to the competent court in Amsterdam, notwithstanding the right of Hogewold to submit a dispute to a court competent on the basis of Dutch Code of Civil Procedure.

vs: 04-2024

