

# NORBRUIS CLEMENT

## A D V O C A T E N

- Norbruis Clement Advocaten (**Norbruis Clement**) is a partnership constituted under the laws of the Netherlands (*maatschap*) that consists of limited liability companies (**Partners**), whose object is to provide legal services and tax advice. A list of Partners shall be provided upon request.
- These terms and conditions apply to all assignments to Norbruis Clement, including supplemental and follow-up assignments.
- All assignments are deemed to have been granted to Norbruis Clement only, also if it is explicitly or implicitly intended that the assignment is to be performed by a specific affiliated person of Norbruis Clement. Sections 7:404 and 7:407 of the Dutch Civil Code (*burgerlijk wetboek*) will not apply. The term **affiliated person** or **affiliated persons** of Norbruis Clement concerns the following parties: (Former) Partners, shareholders and directors of (former) Partners, (former) employees, advisors or freelancers or other persons currently or previously working for Norbruis Clement.
- Any liability of Norbruis Clement is limited to the amount paid by its professional indemnity insurance in the specific case, increased by the amount of the deductible. This limitation of liability applies irrespective whether the liability claim is based on an agreement, unlawful act (*onrechtmatige daad*) or on any other grounds under any law.
- If Norbruis Clement engages a third party, not being an affiliated person, for the performance of an assignment, Norbruis Clement will not be liable vis-à-vis the client for any non-performance by such third party. The client will indemnify Norbruis Clement against any claim by the third party in relation to the assignment and reimburse Norbruis Clement for any costs it may incur in relation to this claim, irrespective of whether this claim is the result of a liability claim of the client against the third party. Norbruis Clement has the right to accept any limitations of liability of third parties on behalf of the client.
- The provisions of these terms and conditions are not only for the benefit of Norbruis Clement, but also of each of the affiliated persons of Norbruis Clement and their successors by universal title. The client cannot hold them liable, except in case of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*). Each of the affiliated persons of Norbruis Clement can directly invoke the rights and limitations and indemnities that are provided in these terms and conditions.
- Pursuant to applicable regulations (including the Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*), Norbruis Clement is required to establish the identity of its clients and their ultimate beneficial owners and to report unusual transactions to the authorities under certain circumstances. By instructing Norbruis Clement, the client confirms that it is aware of these requirements.

- The Office Complaints Procedure of Norbruis Clement Advocaten, which can be reviewed [here](#), applies to all assignments.
- Each claim for damages will expire one year from the day following the day the client becomes aware of the damages and Norbruis Clement as the liable party.
- The relationship between Norbruis Clement and its clients will be governed by the laws of the Netherlands. Any dispute will exclusively be submitted to the competent court in Amsterdam, the Netherlands.

These terms and conditions are available in both the Dutch and English language. In the event of any dispute arising concerning the contents or purport of these terms and conditions, the Dutch language version will prevail.