

General Terms and Conditions

(last update: 11 February 2025)

This document contains 7 pages

1 General Clauses

1.1 This document contains our **General Terms and Conditions**, please read these conditions carefully before accepting them. The use of our services will imply that you have read and agree to be bound by these conditions unless otherwise stated in your Engagement Letter. (Please refer to your Engagement Letter for specific terms).

1.2 The services that The Legal Aid Company (referred to as '**LAC**' hereinafter) provides are based on our best effort to reach the expectations of the client but there is no guarantee as to result or outcomes either explicitly or implicitly.

1.3 LAC will produce an agreement (referred to as an '**Engagement Letter**' hereinafter), that will conclude the provisions of services. These provisions of services follow our General Terms and Conditions, unless otherwise stated within the Engagement Letter.

1.4 LAC works with affiliated partners for the purpose of rendering services which require certain expertise. These are legally qualified experts who hold a high degree of professional standards within their services domain and are regulated by law (such as attorneys of the bar or notaries). When we engage with such experts for the provision of our services there is no requirement to notify the client in that regard unless required by law, such as in the case of litigation. In most cases this will be outlined in the Engagement Letter.

1.5 The experts that LAC procures for works which are referred to in these General Terms and Conditions are referred to as '**Experts Under Contract**' hereinafter. We provide services and engage with our expert partners only when it is specified in our Engagement Letter or based on our sole discretion where we deem necessary. Otherwise, you will be provided with services of LAC which may be limited in the scope of service provisions according to legal procedure. This will be communicated to you within the Engagement Letter, and where necessary, you will be advised as to the procurement of services of our 'Expert Under Contract'.

1.6 Our provisions of services, which entail services of our affiliated partners (Expert Under Contract), are provided in accordance with our terms and conditions regarding fees, costs and services as indicated in the Engagement Letter. We have access to discounted fees due to our commercial relationship with the Expert Under Contract.

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1.7 Where the case may be and the Expert Under Contract is procured as part of our services, their General Terms and Conditions apply regarding their services provision.

2 Services

2.1 Our services are based on the following assumptions:

- a. Your instructions, as well as the documentation presented, are complete, truthful, and lawful. In any case, LAC may request additional information, documentation, or give instructions. You should provide us with such data and information in a period that allows us to carry out the work in a timely and efficient manner.
- b. The agreement between you and LAC is based on written communication between you and LAC and where applicable the Engagement Letter, which will entail the scope and fees of the services.
- c. The services will continue until their completion, as indicated in these General Terms and Conditions, unless otherwise is agreed upon within the Engagement Letter.
- d. Any unforeseen impairment that requires extra work not initially planned will be paid as an additional service.
- e. All parties, including any subcontractor or agents of the client, will collaborate to achieve the purpose of the services.
- f. Any consent or approval by the client or third parties designated by the same will be granted in an agile and timely manner and will not involve prolonged negotiations that exceed the reasonable limit of decision-making.

2.2 Any work that the client requires and that exceeds the description of the services within the agreed provisions, within the letter of engagement, will be charged separately. Any additional report or explanations not described in the services, as well as any additional work that must be carried out because any of the assumptions indicated above are incorrect or whereby the fact that the terms are not met will be charged separately. This includes new facts regarding the work that prolongs the work that was originally estimated.

2.3 Unless otherwise agreed in a separate Engagement Letter, the services and prices quoted do NOT include, except if expressly indicated in the budget, any services that may be needed from third parties to achieve the expected results. As a non-exhaustive example, Notaries, Registrars, Attorneys, Appraisers, Experts, Translators, Architects, etc. Thus, such services are not part of the prices determined.

3 Right of withdrawal for consumers

Individual clients who act with a purpose other than their professional activity and who contract LAC's services exclusively through electronic means (outside LAC commercial establishment) may withdraw from the contract, leaving it without effect, as long as the execution services have not yet started. We strictly execute services after your approval and payment.

a) To exercise your right of withdrawal, you must notify LAC within a maximum period of 14 calendar days of the conclusion of the contract. This right is available to you without the need to justify your decision and without any penalty applicable. For it to take effect, the notification will be made in writing to LAC by any legally valid means that allows proof of delivery.

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b) If you exercise the right of withdrawal, LAC undertakes to return to you the sums paid within a maximum period of 14 days from the date of reporting the withdrawal.

c) The client loses the right of withdrawal once LAC begins the services. Except if the client expressly orients us differently, LAC is authorized to start the services as soon as we receive approval of the agreement to the Engagement Letter, or a contract signed by the client. This can be done by means of a written approval via email.

4 Budget validity

4.1 The quotes are valid for thirty (30) days from the date of issue. Once the said period has elapsed without the agreement between the client and LAC having been effectuated, the services and prices offered may be subject to review and modification.

4.2 Once the client sends the signed service proposal to LAC (Engagement Letter) or approves the conditions and pays the first part of the fees, the contract will be considered executed.

5 Payment terms

5.1 The general terms of payment of the fees for the services provided by LAC will be the following:

a) Recurring services:

a.1 The fees will be satisfied by the date, month, or quarter, in advance, as specified in each fee quote and Engagement Letter.

a.2 Taxation and Accounting services for companies will be compulsorily satisfied by direct debit in the client's Dutch bank account.

b) Non-recurring services:

Unless otherwise indicated in the proposal or Engagement Letter, the provision of funds will be 50% of the total fees. If the basis for calculating said fees is not known at the time of payment of the provision (for example, because the final rate is a percentage of an amount that has not yet been set), the amount of the provision will be based on an estimation made by LAC and will be corrected at the final invoice. In the case that a retainer fee is agreed upon under this agreement or Engagement Letter, the full retainer will be paid and any adjustments, whether reimbursement or charge for a new calculated retainer, will be made as the development and needs of services are made clear.

b.1 The client will pay for the first part of the fees or the retainer in full as agreed upon by this agreement or based on the Engagement Letter specifications before LAC starts the services. The payment of the first part of the fees is an essential condition for us to start working and the services will not begin until the payment is made.

b.2 The client will pay the remaining fees before the completion of each part of the services as agreed upon by this agreement or Engagement Letter or as agreed upon according to the development of the services. Before finishing the services, we will also charge you a provision for any expenses that might be needed to finish the services. It is understood by completion, by way of example, but not an exhaustive one:

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i. In non-recurring tax services, we will issue the invoice for the second part of the fees after preparing the report or tax model and before presenting it to the tax authorities.

ii. If you need to sign anything before a Notary (such as sale, incorporation, corporate or use modifications, horizontal divisions, dissolutions, mergers, or acquisitions, etc.), we will issue the invoice of the last part of the fees before the signing.

5.2 Recurring services are those that occur on a monthly or quarterly basis. The rest of the services are considered non-recurring.

5.3 At the end of the service, we will issue a final invoice. The final invoice will correspond to the balance resulting from the provision of funds to satisfy the supplies and the final cost of said supplies. We will send you a copy of the corresponding invoices.

5.4 You must pay the invoices within three working days of their issuance to consider our operational requirements. Any late payment may result in service deficiencies and extra charges.

6 Termination

6.1 The client may terminate the engagement or service contract signed with LAC at any time, having to notify LAC for it to take effect, in writing, by any legally valid means that allows proving its delivery, and the client is then subject to any outstanding payments for services rendered up to the termination date or which cannot be reimbursed by their nature.

6.2 LAC may terminate the service contract with the client if:

a) The client has provided false information, does not provide the documentation or information necessary for the successful completion of the service, or has omitted information essential to the proper performance of the service.

b) The client acts against our advice in a way that seriously damages the good conclusion of the service.

c) LAC considers that a conflict of interest has arisen.

d) The Client does not pay the fees prior to the conclusion of the services.

6.3 In any case where a discount is applied to the benefit of the client, it is only applicable where the work is completed under the contract, and it is null and void where the client terminates the contract prematurely, in which case our normal hourly rates, research rates, and services rates are applicable.

6.4 In any case where the services are agreed upon in accordance with a '**no win, no fee**' provision, in which we charge fees based on the positive financial result, or as otherwise indicated in the Engagement Letter, where it appears that the services will be prolonged beyond what is reasonably expected or where the services become impractical, we reserve the right to terminate the agreement based on this term, or as otherwise indicated in the Engagement Letter or services contract.

The following is a non-exhaustible list of reasons for the claim becoming prolonged or impractical which may merit termination:

- Where new evidence significantly diminishes the chances of success.
- Where a legal or procedural obstacles render the continuation of the claim unviable.

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- Where the anticipated duration or costs have escalated beyond reasonable or an agreed-upon set threshold.

7 Delay in payment

7.1 If you delay the payment of our invoices, we will have the right to request a delay interest of 3.75% on the amount due.

7.2 Expenses of any kind that may be caused due to the claim of unpaid fees will be paid by the client.

7.3 If you fail to pay for the services or the provision within a maximum period of five working days from the day of the request, we will suspend the execution of the services. We can reestablish the services if you make the payment up to 14 days from receipt of invoices or requests for fees. After this period, LAC will terminate the service contract with the consequences established in these General Terms and Conditions.

7.4 LAC will not be responsible for any consequence arising from the termination or suspension of the services as a consequence of the nonpayment of the fees by the client.

7.5 LAC reserves the right to seek legal actions for payments not made under this Agreement or under the Engagement Letter.

8 Confidentiality

8.1 LAC is obliged to maintain confidentiality over the information that it stores or has knowledge of throughout the provision of services. LAC undertakes not to disclose this information to any person unless the client expressly authorizes us to do so.

8.2 In any case, LAC is irrevocably authorized to collect and retain information and documentation to comply with its legal obligations as well as to disclose to a bank or any competent supervisory or regulatory authority, information or documentation related to the client (including, but not limited to, information on any country under whose law the client's companies are incorporated or of which the client may be a resident, national of, or have a close relationship with.

8.3 Likewise, LAC is irrevocably authorized to share client's information with its employees and collaborators, or its Experts Under Contract obliging them to maintain the same standard of care.

8.4 If you hire us to obtain your Digital Certificate or give us a copy of it, you expressly authorize LAC to store the referred Certificate in our system.

8.5 By hiring our services you give us the full authorization to store, maintain, and process your personal information on our systems for the duration of time which is required by our professional requirements and the applicable privacy regulations.

8.6 In any case, LAC is regulated and obeys by the laws and regulations of privacy, including but not limited to GDPR, and Dutch laws.

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9 Liability

9.1 LAC, also known as Eily Kimmerling for the purpose of the legal services provided under these General Terms and Conditions, limits the liability AND the scope of the services provisions to what is reasonably expected under the current certification of Eily Kimmerling and the expected services standard of the profession of a Legal Advisory Agency (69102 - Rechtskundige Adviesbureaus), under Dutch and European Union law.

9.2 Services provided by LAC, also known as Eily Kimmerling for legal purposes of the services rendered in accordance with these General Terms and Conditions, are strictly limited to its professional insurance amount unless in cases of gross negligence or fraud.

9.3 The engagement with third parties providing services under the Engagement Letter, if any, is at all times at the expense of the client. This includes Experts Under Contract and any other services provider. LAC is authorized to accept any limitations of liability of the third party that it has been engaged with on behalf of the client, without any prior consultation with the client. LAC shall not be liable for any failure to perform on the part of such third parties.

9.4 Any and all liability towards the Experts Under Contract shall lapse if not claimed before the competent court within five years of the date on which the party involved became aware of the existence of such liability and from the moment the liable party has been identified, in accordance with the Dutch Civil Code.

9.5 Any and all liability towards LAC, shall lapse if not claimed before the competent court within five years of the date on which the party involved became aware of the existence of such liability and from the moment the liable party has been identified, in accordance with the Dutch Civil Code.

9.6 Experts Under Contract who are directly or indirectly working for LAC, as well as its employees and third parties contracted in the context of the performance of the services, are always entitled to rely on these General Terms and Conditions which have also been agreed on for their benefit. They may invoke the limitations of liability, and the expiry periods contained in the present General Terms and Conditions.

9.7 Where LAC provides specific services in its own capacity, (that is, not by administrating work with Experts Under Contract or any other services provider), regarding form application for tax or immigration purposes, LAC is solely liable for any damages caused as a result of such services. Specifically, its affiliated working partner holder. (KVK -Number 84505273), is in no way liable for damages that may arise in connection with such services, unless otherwise is agreed upon in writing.

9.8 In any case, LAC and its affiliates (Experts Under Contract or any other services provider), strictly set the amount of liability which can be claimed by the client to the amount which is covered by our respective professional insurance liability coverage. Inform yourself as to what that amount is as the coverage may be set differently according to the services. In any case, no liability which is attached by law can be waived under these General Terms and Conditions.

10 Tax Implications disclaimer

LAC does not provide advice on specific tax implications that may apply to any of the client's matters and is therefore not liable for any tax consequences, penalties, or decisions of tax authorities. Clients are advised to seek specialized tax advice regarding their matters. This exclusion applies even when LAC provides general tax information accessible to the public relevant to the client's case. Any tax-related information provided by LAC is for general informational purposes only and should not be relied upon as tax advice.

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11 The protection of the law

In any case, no obligations or rights which are protected by law can be waived under these General Terms and Conditions.

12 Client communication

We require the client to cease any communication and engagement with any party that is involved in the claim from the moment that we sign a service agreement or approve the service provisions based on the Engagement Letter. If for any reason the client believes it necessary to engage or communicate with any of the parties involved in matters dealt with within the scope of the services, we require consulting with us beforehand.

For our updated General Terms and Conditions, we recommend consulting our website. This document was drafted by, Eily Kimmerling LLM, Proprietor and Legal Advisor at The Legal Aid Company, legally representing The Legal Aid Company, Amsterdam, the Netherlands, on 11 February 2025.

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