General Terms and Conditions of Ramdhan International Law Firm N.V.

Article 1- Definitions

In these terms and conditions, the following definitions apply:

a. **Ramdhan International**: Ramdhan International is the trade name of Ramdhan International Law Firm N.V. registered under the KKF-number 96233.

b. **The relevant law firm**: The law firm mentioned under (a) to which the client has given the assignment.

c. **Client**: The natural or legal person who assigns one the law firm mentioned under (a) to perform services.

d. **Agreement**: The agreement whereby a client assigns the relevant law firm to perform certain legal services, and the relevant law firm explicitly and consciously accepts this assignment.

e. **Fee**: The costs charged by the relevant law firm for the legal services to be performed.

f. **Disbursements**: Any reimbursement of itemized costs such as court fees, travel and accommodation expenses, valuation fees, bailiff costs, etc., as well as reimbursement of unspecified office costs incurred by the relevant law firm, such as postage, phone, fax, and copying costs.

g. **Third-party funds**: The funds received by the relevant law firm on behalf of the client.

h. **Complaint**: Any negative feedback from the client about the execution of an assignment, compliance with an agreement, or the services provided by Ramdhan Advocaten.

i. **Dispute**: The persistent disagreement between the client and the relevant law firm regarding a previously submitted complaint.

Article 2- General

1. Ramdhan International operates independent of affiliated companies and independent of their employees, solely in its own name and in its own responsibility.
2. Ramdhan International has several affiliated legal entities with which a partnership has been established. However, Ramdhan International does not form a fiscal unity and is not a beneficiary of a 403 declaration and therefore does not bear the liabilities of affiliated entities.

Article 3- Applicability

1. These general terms and conditions apply to every agreement between Ramdhan International and the client, unless explicitly agreed otherwise in writing by the parties.
2. These general terms and conditions also apply to any additional or follow-up assignments from clients.

Article 4- Formation of the Assignment Agreement

1. The assignment agreement for the provision of legal assistance is established through acceptance of the assignment provided by the client by the relevant law firm.
2. The application of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is excluded.
3. Acceptance of the assignment is done in writing, either by signing the assignment agreement by the lawyer or by written confirmation of the acceptance of the assignment via letter, fax, or email.

Article 5- Execution of the Agreement

1. The mutual obligations arising from the agreement take effect upon written confirmation by the relevant law firm to the client.
2. The execution of the agreement is carried out exclusively for the benefit of the client.
3. Unless explicitly agreed otherwise between the parties, Ramdhan International determines which lawyer or staff member will perform the assignment.
4. During the execution of the assignment, another lawyer from Ramdhan International may, if deemed necessary, take over part of the work or the handling of the case. The client declares they have no objection to this. The client will be informed in writing beforehand if the case is taken over by another lawyer.
5. If, in the opinion of Ramdhan International, it is necessary for the proper fulfillment of the agreement, Ramdhan International has the right to engage third parties to perform tasks.
6. The agreement constitutes a best-efforts obligation for Ramdhan International, not a result-oriented obligation. The agreement is carried out to the best of the law firm's ability and with the care that may be expected from the relevant law firm.

Article 6- Client Obligations

1. The client ensures that all information indicated by Ramdhan International, or which the client should reasonably understand to be necessary for the execution of the agreement, is provided to the relevant law firm in a timely manner.
2. If the information required for the execution of the agreement, as referred to in the previous paragraph, is not provided to the relevant law firm in time, Ramdhan International reserves the right to suspend the execution of the agreement and/or charge the client additional costs arising from the delay, based on the usual rates.

Article 7 - Privacy Statement

Ramdhan International will take appropriate measures to ensure confidentiality and secrecy when performing the assignment. Ramdhan International is responsible for processing personal data within the scope of its services. Ramdhan International processes (collects, uses, stores, provides, and destroys) personal data in accordance with its Privacy Policy (https://ramdhan-international.com/wp-content/uploads/2025/02/Privacy-Policy-Ramdhan-International-Law-Firm.pdf).

Article 8- Access, Delivery, and Copies

1. The client is entitled to access their file at the lawyer's office at any time, subject to prior written request. Access is free of charge.
2. A file, or part of a file, will not be handed over to the client or their legal successor directly.
3. Files, including selected parts of a file, will only be handed over in person upon submission of a detailed and signed receipt by the involved party and only after verifying the identity of the requester through valid identification.
4. Delivery of files can only occur after the conclusion of the services and the closure of the file.
5. If the client wishes to receive a copy of the file, they will be charged a fee of €0.03 per page for copying and administrative costs.

Article 9- Fees and Invoicing

1. For the execution of the agreement, the client owes the fee, increased by disbursements, office costs of the relevant law firm, and VAT (high rate).
2. The lawyer's services are generally performed based on the standard hourly rate of the respective lawyer. In special cases, such as urgent matters or cases of significant importance, deviations may be agreed upon in consultation with the client. The relevant law firm reserves the right to adjust the fee annually.
3. The applicable fee is determined based on the hourly rate agreed upon for the specific assignment. The applicable rate will be confirmed in writing at the time of acceptance or documented in the agreement signed by the client.
4. If the lawyer has recently performed work for the client, the fixed fee previously agreed upon between the parties will apply unless agreed otherwise.
5. The fee for performed work will generally be invoiced periodically if the execution of the assignment extends over more than one month.
6. The lawyer is always entitled to request an advance payment from the client. The amount of the advance payment will be determined in consultation between the lawyer and the client. If the client's payment behavior requires it, the amount of subsequent advances may be adjusted at a later stage. Once the advance payment has been utilized by at least three-quarters, the lawyer is entitled to charge an additional advance payment to the client. Any advance payment received will be settled in the final invoice for the assignment.
7. In addition to the fee, the client owes Ramdhan International disbursements for costs incurred by the relevant law firm on behalf of the client. These disbursements include court fees, costs of witnesses and experts, bailiff costs, and costs for extracts from public registers.

Article 10- Payment

1. Payment of invoices must be made to Ramdhan International within 14 days of the invoice date unless otherwise agreed upon by the parties.
2. Payments must be made by transferring the amount due to the bank account specified on the invoice, via online payment (iDeal), or at the office of Ramdhan International using a lawful payment method. Payments can also be made via a point-of-sale terminal at the relevant law practice.
3. Ramdhan International does not accept cash payments.
4. Payments must be made without deductions or set-offs. A deferred payment is not allowed.
5. After the 14-day payment term expires, the client is in default by operation of law and will owe statutory (commercial) interest pursuant to Article 6:119(a) of the Dutch Civil Code, increased by 1.5%, or 4% in the case of a business-to-business relationship, without the need for prior notice.
6. If the client is unable to pay the full amount owed within the payment term, they must submit a motivated and substantiated request for a payment arrangement before the expiry of the payment term. If Ramdhan International agrees to a payment arrangement, it will always be confirmed in writing. Payment arrangements must be strictly adhered to by the client, under penalty of cancellation, after which the full amount becomes immediately due and payable.
7. In the event of (suspected) liquidation, (impending) bankruptcy, or suspension of payments by the client, the client's obligations become immediately and fully payable.

Article 11 – Collection and Suspension of Work in Case of Default

1. If the client defaults on one or more obligations to Ramdhan International reasonable costs incurred to obtain payment out of court will be borne by the client. These costs are calculated in accordance with the Act on Standardization of Extrajudicial Collection Costs and its corresponding decree.
2. Reasonable extrajudicial collection costs also include the collection efforts undertaken by Ramdhan International itself, such as sending reminders, issuing payment demands (by phone or otherwise), and arranging payment plans. The costs incurred are calculated based on the agreed or customary hourly rate of the lawyer engaged for the assignment.
3. If the client defaults on their payment obligations, the engaged lawyer has the right, in addition to taking collection measures as stated above, to suspend work for the client. The lawyer may only exercise this right of suspension after notifying the client in advance and granting them a brief period to fulfill their payment obligation. The length of this period will be adjusted to the circumstances of the case. The lawyer accepts no liability for any damages the client may incur as a result of the suspension of work as described herein.

Article 12- Complaints

1. Complaints regarding an invoice must be submitted in writing within 14 days of the invoice date, failing which they will be deemed invalid.
2. Complaints regarding the performance of an agreement must be submitted in writing within 30 days of the discovery of the issue or no later than 30 days after completion of the relevant assignment, failing which they will be deemed invalid.

Article 13- Third-party Funds

1. Funds received by the relevant law firm on behalf of the client are not deposited into the account and dedicated escrow account.
2. To compensate for administrative and account management costs, no interest is paid on deposited third-party funds.
3. Funds payable to the client will be transferred within 14 days, after deducting any amounts owed by the client to the relevant law firm, to a bank or giro account designated by the client. Cash payment of received funds is not possible unless authorized by the Dean of the Bar Association.
4. The relevant law firm may agree in writing with the client that funds owed to the client deposited in the business bank account of Ramdhan International can be used to settle the firm's invoices. If the client disputes the invoice within a reasonable period of 5 work days, the agreed right to apply these funds for payment will lapse.

Article 14- Liability

1. Ramdhan International is not liable for any damage resulting from incorrect and/or incomplete information provided by the client.
2. Ramdhan International is not liable for damage arising from the suspension of work for the client if such suspension is due to the client's failure to make timely payment of invoices or other lawful grounds for suspending work.
3. Third parties cannot derive rights from the content of the work performed. The client indemnifies Ramdhan International against claims from third parties who allege to have suffered damages related to or arising from work performed by Ramdhan International on behalf of the client.
4. Ramdhan International is not liable for any shortcomings in work performed by third parties in relation to the agreement.
5. Each lawyer at Ramdhan International has their own professional liability insurance.
6. Any liability of Ramdhan International for damage arising from, or related to, attributable shortcomings, wrongful acts, or any other legal grounds, is limited to the amount paid or payable by the professional liability insurer of Ramdhan International, plus the policy's deductible, unless caused by willful misconduct or gross negligence.
7. Liability limitations benefiting Ramdhan International also extend to employees, non-subordinate representatives, and auxiliary persons of Ramdhan International.
8. All claims by the client expire six months after the moment the client became aware or could reasonably have become aware of the existence of such claims or rights.
9. If the professional liability insurer does not pay for any reason, liability is limited to the amount paid by the client to Ramdhan International for the work in connection with which the damage occurred, with a maximum of €1,500.

Article 15- Registration, Confidentiality, and ICT

1. Under current data protection laws, professional use of client information without notice is permitted. Client data may also be used for conflict checks in new cases to ensure no conflicting interests with existing clients.
2. Client data may be reviewed as part of audits and checks under regulations applicable to Ramdhan International. Such reviews will always be conducted with strict confidentiality, as owed and guaranteed by Ramdhan International to the client.
3. The client agrees to electronic data exchange (via internet and email) and acknowledges that despite all security measures taken by the relevant law firm, absolute protection against unauthorized access cannot be guaranteed.

Article 16- Intellectual Property Rights

1. The client is never permitted to reproduce, publish, or exploit any advice, contracts, or other intellectual works produced by or on behalf of Ramdhan International, with or without the involvement of third parties.

Article 17- Archiving

1. Ramdhan International will retain the file created during the execution of the agreement for at least five (5) years after concluding its work and closing the file. In the case of personal injury cases, the file will be retained for 20 years after its closure.
2. Financial records will be retained for seven (7) years.
3. Upon the expiration of the retention period mentioned in paragraph 1, Ramdhan International is entitled to destroy the file.
4. At the client's request, the file may be retrieved from the archive within the retention period specified in paragraph 1, subject to reimbursement of the actual costs incurred.

Article 18 – Complaints and Dispute Resolution

1. All disputes arising from the formation or execution of an assignment, including disputes about invoices, will primarily be resolved in with the Complaint Officer of Ramdhan International.
2. If the client is dissatisfied with (any part of) the handling of their case, they must first submit their complaint in writing and with reasons to Ramdhan International, addressed to Mr. K.Y.

Ramdhan, before the complaint can be submitted to the court or any other external dispute resolution committee.

3. The client must submit their complaint to Ramdhan International within three (3) months of becoming aware or reasonably being able to become aware of the act or omission that gave rise to the complaint.
4. The complaint handler at Ramdhan International will consult with the client and the lawyer involved to explore whether an amicable resolution is possible. If an amicable resolution cannot be reached, the complaint handler will explain how the complaints procedure will proceed. Ramdhan International will provide the client with a written solution to the complaint within four (4) weeks of receipt. If the complaint is not resolved within the specified timeframe or to the client's satisfaction, the client may submit their complaint to the court or external dispute resolution committee.

Article 19 – Availability of General Terms and Conditions

1. These general terms and conditions are available on the website of Ramdhan International: General Terms and Conditions. Ramdhan International reserves the right to amend its general terms and conditions at any time.

Article 20 – Applicable Law and Jurisdiction

1. All agreements are governed exclusively by Dutch law.
2. The court in the Amsterdam district has exclusive jurisdiction to hear disputes arising from agreements entered into with the client.[1]

[1] These general terms and conditions were amended lastly on February 25th, 2025.