

Yeald B.V. - General terms and conditions

- 1. Applicability**

Every engagement of the services of Yeald B.V. or one of its advisors or staff members is governed by these General terms and conditions.
- 2. Responsibility of assignments**

All assignments are only accepted by Yeald B.V. and the responsibility for the execution of those assignments lies solely with Yeald B.V. and not with its advisors or employees. The applicability of Articles 7:404 and 7:407 of the Dutch Civil Code is excluded.
- 3. Liability**

Any liability on the part of Yeald B.V. is limited to the amount equal to 50% of the fee charged for the relevant assignment in which the execution is imputably deficient.
- 4. Limitation period and expiry**

If Yeald B.V. ceases to exercise its practice, any claim for damages against Yeald B.V., its advisors and employees will be barred no later than one year after the day on which this exercise ceases. Every claim for compensation expires by the mere lapse of 18 months after the claim arose.
- 5. Liability for third parties**

If Yeald B.V. engages with a third party in the performance of an assignment, Yeald B.V. is not liable for any errors made by this third party. If such a third party wants to limit his or her liability, Yeald B.V. has the authority to also accept that limitation of liability on behalf of the client.
- 6. Third-party clause**

These general terms and conditions also constitute an irrevocable third-party clause for the advisors and employees of Yeald B.V., as well as for the directors of Yeald B.V..
- 7. Liability towards third parties**

The client indemnifies Yeald B.V. against damage suffered by third parties as a result of the services provided by Yeald B.V..
- 8. Rates, costs and payments**
 1. Yeald B.V. is entitled to charge a fee.
 2. Fee from third parties engaged by Yeald B.V. will be charged separately.
 3. Yeald B.V. may at all times request an immediately payable advance payment or deposit for work performed or to be performed and suspend or terminate its services if the client does not (timely) pay an advance invoice or invoice.
 4. The client may not, without the express written permission of Yeald B.V., offset their payment obligation towards Yeald B.V. with a claim by the client against Yeald B.V., suspend their payment obligation and/or pay a reduced amount, for whatever reason.
- 9. Intellectual Property**

Yeald B.V. reserves the copyright of all the documents, advice, reports, methods, etc. it provides to the client. They remain Yeald B.V.'s property and must be returned to Yeald B.V. immediately upon request. The client is responsible for ensuring that these documents and details are not multiplied, publicised and/or provided or shown to third parties without written permission from Yeald B.V..
- 10. General Data Protection Regulation (GDPR)**

Yeald B.V. may, whether or not in connection with the assignment, process the client's (personal) data, store it and bring it to the attention of everyone within the organization of Yeald B.V. in connection with the handling of the assignment and for the benefit of its relationship management. The client agrees that Yeald B.V. uses digital means of communication and services for storing data, whether or not offered by third parties. Yeald B.V. is not liable for damage resulting from the use of such services.
- 11. Applicable law and competent court**

The legal relationship with Yeald B.V. (including those with its advisors and employees) is governed by Dutch law and any disputes arising from or related to the aforementioned legal relationship will be exclusively subject to the jurisdiction of the court in The Hague, the Netherlands.