

# General Terms and Conditions

Bissessur (Switzerland) B.V.

## 1. DEFINITIONS

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| <b>Bissessur:</b>          | the private limited company ( <i>besloten vennootschap</i> ) Bissessur (Switzerland) B.V., with its registered office in Amsterdam, the Netherlands, and registered in the commercial register of the Chamber of Commerce in the Netherlands under number 98535285, doing business in Zurich, Switzerland under the trade name Bissessur (Switzerland) B.V., Amsterdam, Zurich Branch, registered in the commercial register of the Canton of Zurich ( <i>Handelsregister des Kantons Zürich</i> ) under number CHE-318.486.276.  |
| <b>Client:</b>             | the counterparty to Bissessur.  |
| <b>Consumer:</b>           | an individual who is not acting in the course of a profession or business.  |
| <b>Fee:</b>                | the financial compensation agreed between the Client and Bissessur for the performance of the assignment. This financial compensation may be based on the actual number of hours worked, a fixed price, or a combination of both. The fee is exclusive of VAT and disbursements.  |
| <b>Auxiliary persons:</b>  | has the definition as set out in Article 4.1.   |
| <b>Affiliated Persons:</b> | (former) employees; (former) staff members; (former) directors; shareholders; subsidiaries; affiliated entities (including other entities operating under the name Bissessur and their Affiliated Persons, including (former) employees, etc.); entities and the Affiliated Persons associated with these entities, which have an ongoing contract with Bissessur or an Affiliated Person of Bissessur for the provision of services to Clients; and foundations ( <i>stichtingen</i> ) engaged by Bissessur or Affiliated Persons for the management of third-party funds. |

**Disbursements:** the costs incurred by Bissessur in the interest of performing the assignment, including, but not limited to, travel expenses, court fees, bailiff's fees, costs of extracts from registers, and the costs of Auxiliary Persons.

## **2. APPLICABILITY**

- 2.1. These general terms and conditions apply to all services and work performed by Bissessur for a Client, whether paid or unpaid.
- 2.2. Affiliated Persons may (also) invoke these general terms and conditions. In that case, the provisions of these general terms and conditions shall apply, insofar as necessary, as third-party provisions (*derdenbedingen*) for the benefit of the Affiliated Persons.

## **3. CONTRACTING PARTIES**

- 3.1. All assignments from Clients are considered to be given exclusively to Bissessur (as contractor), even if it is the express or implied intention that an assignment will be carried out by a specific person. The effect of Article 7:404 of the Dutch Civil Code and Article 7:407(2) of the Dutch Civil Code is excluded.
- 3.2. If an assignment involves multiple Clients, they are jointly and severally liable for the obligations of each client towards Bissessur, including the obligation to pay Bissessur's invoices.
- 3.3. When providing services, Bissessur will engage Affiliated Persons. If the provision of services gives rise to any liability, only Bissessur can be held liable, and not, for example, an Affiliated Person.
- 3.4. The assignment will be carried out exclusively for the benefit of the Client. Third parties cannot derive any rights from the assignment or the work performed.

## **4. ENGAGEMENT OF AUXILIARY PERSONS**

- 4.1. Bissessur is authorized to engage third parties if this is desirable for our services and/or the execution of the assignment, including but not limited to bailiffs, translators, (registered) accountants, appraisers, (registered) valuers, and other advisors ("**Auxiliary Persons**").
- 4.2. If Bissessur engages an Auxiliary, the Client is bound by the terms and conditions that Bissessur agrees upon with the Auxiliary, including but not limited to any limitation of liability. Bissessur is not liable to the Client for any error or damage caused by this Auxiliary Person. Auxiliary Persons may (also) invoke the provisions

of Article 7 and Article 13 of these general terms and conditions. In that case, the provisions of these general terms and conditions apply insofar as necessary as third-party provisions (*derdenbedingen*) for the benefit of the Auxiliary Person.

## **5. RATES**

- 5.1. Unless otherwise agreed, Bissessur's Fee shall be determined on the basis of its applicable hourly rates, plus VAT if applicable. Bissessur shall review its hourly rates at least once a year.
- 5.2. Unless otherwise agreed, Bissessur will invoice the Fee and Expenses once a month or as often as Bissessur deems necessary. Unless otherwise agreed, Bissessur will invoice in euros.
- 5.3. In the event of premature termination of the assignment, the Client shall owe the Fee for the work performed by Bissessur, plus the Fee required to transfer the assignment or the case to the Client or a third party.

## **6. PAYMENT**

- 6.1. Invoices must be paid within 14 days of the invoice date. If this term is exceeded, the Client will be in default by operation of law (*in verzuim van rechtswege*) and will owe default interest equal to 1.5% per month. The Client will not be entitled to invoke suspension or set-off.
- 6.2. If an invoice has not been paid within the payment term, Bissessur may suspend its activities after notifying the Client of its intention to do so. Bissessur is not liable for any damage resulting from this suspension.
- 6.3. If the Client is a Consumer, the extrajudicial collection costs will be charged in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs (*Besluit Vergoeding voor Buitengerechtelijke Incassokosten*).
- 6.4. If the Client is not a Consumer, the Client will be charged 15% of the unpaid Fee, with a minimum of € 250.00, as extrajudicial collection costs.

## **7. LIABILITY**

- 7.1. Bissessur's liability for damage arising from or related to the performance of an assignment is always limited to the amount covered by the professional liability insurance in the case in question, plus the amount of the deductible according to the relevant policy.
- 7.2. If, for any reason, no payment is made by an insurer, Bissessur's total liability for damage is limited to compensation for direct damage only and only up to an amount equal to the Fee charged in the case in question in the six months prior to the event giving rise to the liability, with a maximum of € 10,000.00 (ten thousand euros).

- 7.3. Bissessur is not liable for indirect damage, including: loss of profit, loss of turnover, loss or corruption of data, loss of goodwill. Reputational damage and/or consequential damage is excluded.
- 7.4. The Client indemnifies Bissessur, Affiliated Persons, and Auxiliary Persons against all claims from third parties related to or arising from the services provided to the Client by Bissessur, Affiliated Persons, or Auxiliary Persons. This indemnification also extends to all costs incurred by Bissessur and its Affiliated Persons in connection with such claims.
- 7.5. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, any claim for compensation shall in any case lapse if Bissessur has not been notified in writing within three months after the Client became aware or could reasonably have become aware of the event or omission from which the damage arises.

## **8. ARCHIVING**

- 8.1. Bissessur will retain electronic and paper files for five years after the assignment has been completed. After that, Bissessur is free to destroy these files.

## **9. CLIENT INVESTIGATION AND REPORTING OBLIGATION**

- 9.1. Pursuant to applicable laws and regulations, Bissessur is obliged to establish the identity of the Client. The Client undertakes to provide Bissessur with all information and documents that Bissessur requires in order to comply with applicable laws and regulations, internal policy, and internal procedures.
- 9.2. Under certain circumstances, Bissessur may be required to report certain unusual transactions and reportable cross-border structures to the authorities. By placing an order with Bissessur, the Client confirms that they are aware of this obligation and, to the extent required, gives their consent for the provision of such data.

## **10. PERSONAL DATA**

- 10.1. Bissessur is the controller within the meaning of the General Data Protection Regulation (hereinafter: "**GDPR**") for the personal data it receives from Clients in the context of its services. Unless otherwise indicated, Bissessur will only process this personal data in the context of providing services and to comply with its legal obligations. The Client represents and warrants that the GDPR and other legislation in the field of personal data protection will not be violated by the provision of personal data to Bissessur in the context of its services. The Client will immediately notify Bissessur if personal data is no longer correct and needs to be rectified and/or deleted. The Client shall inform the data subjects, insofar as required by law, about the provision of personal data to Bissessur in accordance with the GDPR and other applicable legislation. In the event of a breach in connection with personal data

which, pursuant to Article 34 of the GDPR, must be reported by Bissessur to the data subject, the Client shall notify the data subject at Bissessur's first request and in accordance with Bissessur's reasonable instructions. The Client indemnifies and holds Bissessur harmless in respect of (i) all damage; and (ii) fines imposed on Bissessur by supervisory authorities in connection with a failure to comply with one or more of the Client's obligations under this article, the GDPR, and/or other legislation in the field of personal data protection.

- 10.2. In addition to paragraph 1 of this article, Bissessur may include Client contact details in a file for direct marketing purposes. Direct marketing purposes include inviting Clients to activities and sending newsletters. If a Client objects to this, the Client may notify Bissessur, after which the personal data will be immediately removed from the direct marketing file.

## **11. PUBLICITY**

- 11.1. If a Client's case becomes public through no fault of Bissessur, Bissessur is free to disclose its involvement in that case and to disseminate previously disclosed information relating to the case, the assignment, and the client. With regard to all other information relating to the case, the assignment, and the client, Bissessur is obliged to maintain confidentiality, unless otherwise agreed.

## **12. DISPUTE RESOLUTION**

- 12.1. Bissessur has an office complaints procedure that Clients can invoke. The complaints procedure is published on our website ([www.bissessur.law](http://www.bissessur.law)).

## **13. CHOICE OF LAW AND JURISDICTION**

- 13.1. The legal relationship between Bissessur and its Clients is governed by Dutch law. This applies to all legal relationships, both contractual and non-contractual. Affiliated Persons may also invoke this choice of law clause.
- 13.2. The District Court of Rotterdam has exclusive jurisdiction in the first instance to hear any dispute that may arise between Bissessur and a Client. Disputes are also understood to include disputes concerning non-contractual legal relationships, as well as disputes concerning the existence and validity of agreements with Bissessur. Affiliated Persons may also invoke this choice of forum clause.

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