



# CHIRAZ MURADIN

ADVOCAAT.AMSTERDAM.LAWYER

## GENERAL CONDITIONS OF CHIRAZ MURADIN B.V.

1. Chiraz Muradin, I AM LAW and Muradin Advocaten are trading names of Chiraz Muradin B.V., a Dutch private company with the aim of operating a law firm ("**Muradin**").
2. These general conditions apply to all assignments that are issued to Muradin, including its affiliated persons and companies. Assignments include any additional or follow-up assignments, issued by or for the same client, regardless whether is referred to the applicability again. Applicability of other general conditions is expressly excluded.
3. All assignments are accepted and carried out exclusively by Muradin. The operation of article 7:404; 7:407(2) and 7:409 (2) of the Dutch Civil Code is excluded.
4. If the performance of an assignment results in any liability, then such liability will be limited to the amount to which the professional liability insurance taken out by Muradin provides coverage plus the amount of any deductible which is borne by Muradin in connection with that insurance. If and insofar no amount is paid out pursuant to that insurance, the liability is limited to the amount of fees that were charged for the performance of the assignment, with a maximum of EUR 5.000.
5. If by, or in connection with, the performance of an assignment or otherwise, damage is caused to persons or property, then such liability will be limited to the amount to which the general liability insurance taken out by Muradin provides coverage plus the amount of any deductible which is borne by Muradin in connection with that insurance.
6. Any claim of the client or third parties vis-à-vis Muradin shall lapse upon expiry of one year after the client respectively the third party became aware or reasonably could have been aware of the existence of such claim.
7. The client indemnifies Muradin and all affiliated persons with Muradin against any claims made by third parties and any other damage suffered by Muradin or a person affiliated with Muradin in connection with the assignment, to the extent that the claim or damage exceeds the amount that is paid out in that regard under Muradin's insurance, plus the applicable excess. A "third party" includes every group company, shareholder and managing or supervisory director of the client, any persons working at or for the client and any family member of the client.
8. Muradin may engage third parties to the extent that Muradin deems it desirable for the performance of the assignment. Muradin may engage third parties in its own name or as authorized representative, in the client's name. The client is bound by the conditions agreed between Muradin (in its own name or in the client's name) and the third party engaged by Muradin. Muradin shall not be liable for any failures by third parties who are engaged in connection with the assignment. In the event a third party is engaged, Muradin is authorized to accept on behalf of the client a limitation of liability stipulated by a third party.
9. Unless otherwise agreed, the fee charged for the services performed by Muradin shall be based on hourly rates (increased with office costs, if any). In principle, Muradin will invoice monthly. Since the hourly rates shall be revised annually with effect from 1 January, the rates may be varied during an engagement. Unless explicitly stated otherwise, all fees and other expenses charged by Muradin including office costs are quoted exclusive of VAT. Any disbursements paid for the benefit of the client will be passed on.
10. Invoices will be due and payable 14 days after the invoice date. If payment is not made within this period, the client will be in default without any notice of default being required and without any reliance on suspension or setoff being permitted. From the moment of default, the client will be obliged to pay default interest of 1% a month on the unpaid part of the invoice amount.

11. The client may terminate the engagement at any time by giving written notice to Muradin. Muradin may terminate the engagement in writing by giving the client 14 days' prior notice, or immediate notice if the client does not pay an invoice within 14 days of the due date. If the engagement is terminated, the client will owe the fees for the work carried out by Muradin before the end of the engagement and for any subsequent work that Muradin may need to do in order to transfer the matter to the client or a third party.
12. Muradin deliberately does not have a third-party funds foundation in place, so that no third-party funds are received.
13. The legal relationship between Muradin and the client is governed by Dutch law. Only the courts of the Netherlands will have jurisdiction over any dispute which may arise between Muradin and the client.
14. The stipulations of these general terms and conditions have not only been made for the benefit of Muradin, but also for all persons who, as partners, have (or had) shares in Muradin through their holding companies, all other persons who have (or had) been employed (whether or not as employee) by Muradin, all persons who have (or had) been engaged in the performance of the services by Muradin, and all persons for the acts or omissions of whom Muradin could be liable. These persons have accepted this stipulation within the meaning of article 6: 253(4) of the Dutch Civil Code.
15. Muradin has a complaints procedure in place, which is available on the website [www.chirazmuradin.com](http://www.chirazmuradin.com) and which is applicable to all assignments issued to Muradin.
16. These general conditions are drawn up in Dutch and in English. The Dutch text will be the only binding text.

