

General Terms and Conditions

Article 1 – General

Catharina Kat performs her services within Catlaw B.V. Catlaw B.V. (“Catlaw”) is a private limited company incorporated under Dutch law with the trade register number 34270940, with the object to exercise the legal practice through one of more solicitors. These Terms and Conditions apply to all agreements and the entire legal relationship between Catlaw and another party (“the Client”), pursuant to which Catlaw performs or will perform services. All agreements or legal relationships with Clients that are entered into via Catharina Kat, or via persons with whom Catlaw has entered into a cooperation agreement, shall be deemed to have been concluded exclusively with Catlaw.

Article 2 – Standard of care: good professional service provider

In their performance of the agreed-upon services Catlaw and the persons and legal entities performing the services shall to the extent possible exercise the standard of care of a good professional service provider. Catlaw shall at all times be entitled to designate the persons who will perform specific services, even if the services were requested with the intention that they be carried out by a specific person. The Client can in no event demand performance of the services agreed upon from any other party than Catlaw.

Article 3 – Other professional service providers

In the event that Catlaw retains the services of third parties in the performance of services, Catlaw shall not be liable for any damage that is caused by the errors or omissions of such third party. Catlaw shall assign the rights it can enforce vis-à-vis the relevant third party in connection with the damage caused by that third party to the Client at the Client’s first request.

Article 4 – Electronic means of communication

In the event that the Client and Catlaw engage in communication through electronic means, including (without limitation) email and other forms of data transmission, both parties shall adopt standard, current virus protection. When this condition is satisfied, neither party shall be liable vis-à-vis the other party for damage or loss in connection with viruses passed on, including damage of loss in connection with damage arising from those viruses to data files to be transmitted, damage to other files or data on the other party’s computer and the costs of remedying or repairing such damage. Messages shall be sent unencrypted unless the parties have expressly agreed otherwise before the messages are sent. When the Client is of the opinion that it has sent important messages to Catlaw, it must verify that those messages have reached the addressee at Catlaw in time and intact.

Article 5 – Rates, invoicing and payment

Unless otherwise agreed in writing, the fees shall be determined on the basis of the time worked, multiplied by the relevant hourly fee as Catlaw can determine from time to time. Invoicing for the work carried out shall take place monthly in accordance with the relevant fee, unless agreed otherwise in writing. Catlaw shall have the right to change its fees annually. Catlaw shall charge costs which have not been included in its rates, such as but not limited to, courier charges, local counsel fees, translation charges and court fees, to the Client separately. Before commencing performance of services Catlaw may require payment of a retainer fee. Catlaw shall not be obligated to perform any services until the required retainer fee has been paid. This retainer fee shall be set off against the last invoice for the services to which the payment of the retainer fee relates. All invoices shall be increased by the applicable turnover tax percentage. The Client must pay within 14 days of the invoice date, by transfer of the amount payable to the bank account stated on the invoice. In case of a not timely and correct payment, Catlaw shall be entitled to hold up the work to be carried out until the outstanding invoice(s) have still been paid.

Article 6 – Limitation of liability

Any liability for damage arising from or in connection with a breach of contract, an imputable failure or wrongful act, or which is based on any other legal ground, of Catlaw, its director and the persons with whom Catlaw has entered into a cooperation agreement, shall be limited to the amount paid out in the matter concerned by Catlaw's professional liability insurer, plus Catlaw's excess under that insurance policy. In the event that the insurer declines to pay a claim, the liability for the total damages arising out of connected with the agreed-upon services shall be limited to the amount received by Catlaw from the Client for those services. The Client can claim such damages exclusively from Catlaw. Any claims for damages against Catlaw's director and the persons with whom Catlaw has entered into an cooperation agreement, are excluded. The afore mentioned director and persons may at all times invoke the provision of these General Terms and Conditions for their own benefit as third-party beneficiaries of these clauses.

Article 7 – Termination

The agreement may be terminated by either party by giving notice, if desired with immediate effect. The Client shall be obligated to pay all fees for the services performed until the moment of termination.

Article 8 – Miscellaneous

In the event of any dispute on the interpretation of the English text of these General Terms and Conditions, the text of the Dutch version shall govern. Any claims of the Client must be brought within 12 months after the services to which the claim relates have been performed. All agreements and relationships with Catlaw are subject to the law of the Netherlands. Any disputes between the Client and Catlaw shall be submitted to the competent court in Amsterdam, without prejudice to Catlaw's right to submit a dispute to any other competent court.