



GENERAL CONDITIONS
VIGILANT PARALEGAL SOLUTIONS

1 Definitions

In these terms and conditions the terms below shall have the following meaning:

- Agreement: the (general) agreement concluded between Vigilant and the Client with all pertaining documents and appendices;
- Client: The party Vigilant engages with in order to perform work;
- General Terms and Conditions: these General Terms and Conditions applicable to the performance of work by Vigilant;
- Location: the place where the Work is to be performed;
- Vigilant: Mrs. U.M.G. Jansen-Schwaab, acting under the firma: Vigilant Paralegal Solutions, established at Rotterdam, the Netherlands, filed with the trade register of the Chamber of Commerce Rotterdam under number 71444769;
- Work: All work carried out by Mrs. U.M.G. Jansen-Schwaab acting under the firma Vigilant Paralegal Solutions in the scope of the work to be performed by her;

2 Applicability

- 2.1 These General Terms and Conditions apply to all offers by Vigilant for performance of Work by Vigilant and to all Agreements with Vigilant in that respect.
- 2.2 General and special terms and conditions of the Client shall not apply to the Agreement concluded with Vigilant and are hereby expressly rejected by Vigilant.
- 2.3 In the event of any conflict between provisions, the following ranking order shall apply, whereby a document which is higher on the list prevails over a document further down on the list:
1. the Agreement;
 2. these General Terms and Conditions.
- 2.4 Derogating stipulations from these General Terms and Conditions can only be invoked by the Client if and insofar as these have been agreed in writing by Vigilant.
- 2.5 If the Client and Vigilant have concluded an Agreement which these General Terms and Conditions apply to, the Client agrees that these General Terms and Conditions are applicable to any subsequent Agreements between Vigilant and the Client.
- 2.6 If any part of these General Terms and Conditions is invalid for whatever reason, the remainder of the General Terms and Conditions shall remain in force and parties shall consult mutually in order to provide a replacement for the invalid provision, which insofar as possible retains the purpose of the original provision.

3 Offers, orders and Agreements

- 3.1 All offers made by Vigilant are subject to contract unless stated otherwise in Vigilant's offer.
- 3.2 If the Agreement is not concluded within the validity term of the offer or if the Agreement or a written confirmation from the Client differs in content to the offer made by Vigilant, then the Agreement shall not be concluded unless Vigilant has accepted the Agreement or the



written confirmation received from the Client in the manner as set forth in Article 5(a) of this Article.

- 3.3 Each offer by Vigilant is based on the data which the Client provided or had provided and the departure points expressed by Vigilant in its offer. If the Client has any special requirements the Client must announce these requirements in writing as soon as possible and in any case before the Agreement is concluded. If the Client provides data which are incomplete or incorrect, then all ensuing costs or damage, however called, including consequential damage, shall be for the Client's account and risk.
- 3.4 Vigilant's offers are based on proper and timely accessibility of the Location. If extra facilities are required in Vigilant's opinion, the costs incurred are for the Client's account and risk.
- 3.5 The Agreement is considered to be concluded:
- a. when the Client has signed the Agreement and Vigilant has sent the agreement or copy of it or confirmation of the order signed by Vigilant to the Client;
 - b. when Vigilant commences performance of the Agreement without having received the signed agreement or copy of it from the Client and/or without having signed the agreement or copy of it and/or having returned it; and/or
 - c. once an (oral) agreement has been confirmed in writing by Vigilant or the Client or General terms applicable to the performance of work by Vigilant on the date that Vigilant reports that it shall perform the agreements made orally.
- 3.6 Amendments and additions to the Agreement by the Client shall only be binding if the amendments have been accepted in writing by Vigilant.
- 3.7 Oral commitments by and agreements with employees of Vigilant do not bind Vigilant until and insofar as they have been confirmed in writing by Vigilant's owner.

4 Intellectual property and confidentiality

All documents, data, learning materials and other information provided by Vigilant and the intellectual property rights and copyright connected with them will exclusively vest in Vigilant. Documents, data and other information originating from Vigilant may not be given to third parties by the Client except with Vigilant's written consent. The Client is not permitted to make notifications to third parties concerning this Agreement without written consent from Vigilant.

5 Fees

Unless explicitly indicated or agreed otherwise by Vigilant, the fees stated by or agreed with Vigilant will be net, thus exclusive of Dutch VAT, other taxes, disbursements, transfer, surcharges and/or other costs.

6 Contracts on the basis of hourly rates

If it has been agreed that Work to be performed by Vigilant is to be performed on the basis of an hourly rate, the Client must pay for the following activities of Vigilant and/or third parties engaged by Vigilant and, without prejudice to the provisions in Clauses 5 and 8, the following items:

- a. The number of hours worked as stated on the time sheets drawn up by Vigilant;
- b. The time spent on:
 - travelling time to and from the Location;
 - waiting time;
 - talks and meetings and such like with the Client, including travelling time.
- c. All travelling expenses according to the Agreement;



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- d. Surcharges for Sundays and national holidays, for overtime and for Work which takes place outside of normal working hours. Sundays and holidays as mentioned are defined to be the Sundays and national holidays as usual in the Netherlands.

7 Contracts on the basis of a fixed fee

- 7.1 When a fixed fee has been agreed, all Work and all expenses that have explicitly been stated in the Agreement are included in this fee.
- 7.2 If the performance of Work is delayed by circumstances which in Vigilant's opinion are reasonably beyond its control, the Client is required to pay all costs and damage arising from the delay, including but not limited to the consequential damage, in addition to the agreed fixed contract price.

8 Irregular shifts, waiting time, overtime and remuneration

- 8.1 Vigilant is required to perform Work during normal working hours unless stated otherwise in the Agreement. Normal working hours are a consecutive period between 09.00 a.m. and 5.00 p.m. on working days. Working days are all days with the exception of Saturdays, Sundays and public holidays in the Netherlands.
- 8.2 Vigilant shall organise its Work such that remuneration for irregular shifts, waiting time and overtime is prevented as much as possible.
- 8.3 Remuneration for irregular shifts is owed for Work which takes place outside of normal working hours as meant in the first paragraph of this article.
- 8.4 The amount of the remuneration referred to in this article shall be included in the Agreement. If it is not, the Client shall owe a fee to be determined by Vigilant.

9 Term for performance of Work

The time when the Work will be commenced is laid down in the Agreement.

10 Materials

- 10.1 The Client can oblige Vigilant to use drafting materials either purchased or developed or produced by the Client with regard to the Work, provided this has been laid down in the Agreement.
- 10.3 The Client guarantees that the said drafting materials shall be available at the time and place requested by Vigilant.

11 Set-off

The Client is not permitted to settle the mutual claims.

12 Obligations of the Client

- 12.1 The Client must enable Vigilant to commence its Work on time and to perform it consecutively without restrictions during normal working hours and moreover, if this is required and/or advisable in Vigilant's opinion, also outside of normal working hours.
- 12.2 The Client guarantees that the Location is suitable for the performance of the Work.

13 Circumstances for the Client's account

Business embargos, strikes, accidents, operational failures and/or other circumstances which prevent Vigilant from partly or fully fulfilling its obligations properly and/or on time, are for the Client's full account and risk.

14 Liability Vigilant; repairing defects

Vigilant is required to carry out the Work according to the provisions of the Agreement.

15 Division of liability, insurance



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- 15.1 Each party must determine what kind of insurance it needs and to what amount and neither party is required to arrange insurance cover, including insurance for interruption of operations, on behalf of the other party.
- 15.2 Each party bears its own costs and takes receipt of any payment in respect of the insurance it has taken out.

16 Payment and security

- 16.1 Unless explicitly agreed otherwise payment must be made within fourteen (14) calendar days after the date of invoice. Vigilant will, however, at all times have the right to demand advance payment in its entirety or in part and/or to require the Client to provide security for payment.
- 16.2 The date of payment is understood to be the date on which the amount owed has been fully and irrevocably credited to Vigilant's account.
- 16.3 The Client shall waive any right to set-off mutual amounts payable as well as the right to suspend its obligations.
- 16.4 When the Client fails to pay any amount owed by it on the basis of the foregoing, the Client will be in default without any notice of default required. As soon as the Client is in default on the payment of any amount, all other claims of Vigilant on the Client shall be due for immediate payment and default without notice will forthwith apply to these claims as well. As of the day on which the Client is in default, it shall owe Vigilant the interest specified in Section 6:119(a) of the Netherlands Civil Code + 2%.
- 16.5 If the Client is behind with any payment, besides all outstanding amounts and the interest referred to above, the Client also owes 15% of the total outstanding amount to cover the extrajudicial collection costs, as well as any legal expenses to Vigilant.
- 16.6 If the Client fails to pay any amount owed or fails to pay it within the fixed period of time, Vigilant may suspend its obligations under the agreement as well as any other obligations pursuant to other agreements concluded between parties, or terminate the Agreement and any other agreements without the Client and/or third parties being able to hold Vigilant liable for the adverse consequences thereof.

17 Suspension, termination, dissolution

- 17.1 If the Client does not observe one or more of its obligations or does not do so in a timely or proper fashion, is declared bankrupt, applies for (provisional) moratorium of payments, effects liquidation of its business, as well as if attachment is levied on its assets in part or in full, Vigilant is entitled to suspend the performance of the Agreement or to dissolve the Agreement in part or in full without prior notice of default by written statement, all this at its own discretion and reserving any rights accruing to it for compensation of costs, damage and interest.
- 17.2 The Client is only entitled to dissolve the Agreement in the case referred to in article 13 of these terms and conditions and not before payment has been made to Vigilant of all amounts owed to Vigilant at that time, whether due or not.
- 17.3 If the Agreement ends pursuant to paragraph 1 of this Article before the Work agreed on has been completed, Vigilant is entitled to payment of the price agreed on between parties for the Work commissioned to Vigilant plus the costs which it incurs as a result of non-completion and minus any costs it saves directly related to the termination.



17.4 If the Agreement ends pursuant to paragraph 2 of this Article, Vigilant is entitled to payment of the Work performed by Vigilant plus any costs or investments already made at the time that the Agreement was terminated.

18 Prohibition on assignment and furnishing security

The Client is prohibited from assigning, pledging or transferring in ownership under any title the claims ensuing from the Agreement to a third party without Vigilant's consent.

19 Privacy

Vigilant shall at any time whatsoever respect the Client's privacy, according to the General Data Protection Regulation ("GDPR") and all this with due observance of the privacy statement published on the website.

20 Disputes and applicable law

- 20.1 Exclusively Dutch law shall govern these Terms and all further agreements which ensue from it.
- 20.2 All disputes including those which are only deemed as such by one party, which arise between Vigilant and the Client because of the Agreement or ensuing Agreements shall be heard by the civil court at Rotterdam.

27 July 2018