

General Terms & Conditions Van Hooijdonk Arbitration

1 May 2025

1. These general conditions apply to all services that Van Hooijdonk Arbitration (*een eenmanszaak*) and Ms Marieke van Hooijdonk (jointly referred to as: "Van Hooijdonk") have been requested to provide (*opdrachten*).
2. Requests for services are deemed to have been directed to Van Hooijdonk Arbitration only and not to any individual person associated with Van Hooijdonk Arbitration. This includes any request for services to be performed by a specific person associated with Van Hooijdonk. The application of Articles 7:404 and 7:407(2) Dutch Civil Code is excluded. "Person associated with Van Hooijdonk " means: any current or former employee, advisor or partner of Van Hooijdonk.
3. If an event occurs in providing services that could lead to any liability of Van Hooijdonk, that liability will be limited to the amount that is paid out in that specific case under Van Hooijdonk's professional indemnity insurance, increased by the amount of the applicable deductible (*eigen risico*).
4. If Van Hooijdonk is liable for damage to persons or property, that liability will be limited to the amount paid out in that specific case under Van Hooijdonk's commercial general liability insurance, increased by the amount of the applicable deductible (*eigen risico*).
5. If for any reason none of these insurance policies entitle Van Hooijdonk to any payment, Van Hooijdonk's liability will be limited to the amount of fees paid by the client in the matter concerned.
6. Any claim for damages will expire one year after the day on which the client became aware or should reasonably have become aware of the damage and Van Hooijdonk's liability.
7. If Van Hooijdonk involves a person not associated with Van Hooijdonk in connection with its services for a client, Van Hooijdonk will not be liable to the client for any error or omission (*fout*) made by that person. By requesting Van Hooijdonk to provide services, the client gives Van Hooijdonk authority to accept a limitation of liability stipulated by that person on behalf of the client.
8. These general conditions may be relied on by Van Hooijdonk and by any persons associated or formerly associated with Van Hooijdonk and their legal successors, including any arbitral secretaries appointed in relation to the services provided by Van Hooijdonk.
9. As a result of applicable regulations (including The Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*)) Van Hooijdonk is obliged to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By giving an assignment to Van

Hooijdonk, the client confirms to be aware thereof and, to the extent necessary, to consent thereto.

10. The services rendered by Van Hooijdonk shall in principle be charged to the client on a monthly basis and shall be subject to payment within 14 days of the invoice.
11. Van Hooijdonk aims to provide a high-quality service to each of its clients. If a client is not satisfied with the handling of its request for services, the quality of services, or the amounts charged for the services, the client is entitled to file a complaint. The applicable complaints procedure (*Klachtenregeling*) can be found on the website of Van Hooijdonk Arbitration (in Dutch) or will be sent in the English language upon request.
12. The relationship between Van Hooijdonk and its clients shall be governed by Dutch law.
13. All disputes arising in connection with Van Hooijdonk's engagement for a matter (including any dispute as to the validity of any agreement pertaining to the engagement and further agreements resulting from such agreement) shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The seat of the arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall consist of three arbitrators. Each Van Hooijdonk and the client shall nominate an arbitrator, and these two shall appoint the chairperson, after requesting input from the party who appointed them. The arbitration shall take place in the English language.

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