

General Terms and Conditions Legal Crossing

1. Applicability

1.1. These general terms and conditions apply to all assignments commissioned to **Legal Crossing** (referred to as "Legal Crossing", "The Firm", "We" or "Us") established under the laws of the Netherlands, as well as to the legal relationships arising from or in connection with such work. Legal Crossing is registered with the Chamber of Commerce under number 64677613. The company is represented by Hélène Jonker.

1.2. The provisions of these general terms and conditions are not only stipulated for Legal Crossing, its partners, directors of the partners, shareholders, stakeholders and employees. Also former directors, former shareholders and former employees, as well as the heirs of these people and also all persons involved by Legal Crossing in the execution of the assignment, such as third parties engaged, may invoke these general terms and conditions.

2. Assignment

2.1. Assignments will be performed by Legal Crossing as good contractors. We shall perform the activities to the best of our abilities by providing legal advice or other agreed services relating to immigration law.

2.2. All assignments are exclusively accepted and carried out by Us. Articles 7:404 (which relates to the situation where it is the client's intention that an assignment shall be carried out by a specific person) and 7:407 sub 2 (which imposes a joint and several liability where an instruction is given to two or more persons) of the Dutch Civil Code shall not be applicable.

2.3. The assignment shall be executed exclusively for the benefit of the client. Third parties, not being third parties engaged by Legal Crossing in the sense of article 3, cannot derive any rights from the substance of the work and/or the advice provided.

2.4. The client is liable for the accuracy and completeness of the information provided to Legal Crossing. The client shall inform the partners of Migrantic forthwith of any facts and circumstances which may be of importance with regard to the performance of the assignment.

2.5 Due to the importance of being able to contact the client regarding the representation, the client is liable for pertinent changes in the contact information, including the location of principal offices, correct legal entity name(s) for government applications, and the phone numbers and e-mail addresses of contact personnel.

2.6 Continuing client instructions will amount to the acceptance of these terms and conditions. These general terms and conditions may be accepted by the client by any modern means of communication, including e-mail.

3. Engaging third parties

3.1. On behalf of the client we are entitled to engage third parties insofar as we deem it necessary for the proper execution of the assignment. We shall consult the client in advance as much as possible with respect to engaging third parties and we will observe due care in the selection of third parties.

3.2. Legal Crossing shall not be liable for any shortcoming caused by the third party. The applicability of article 6:76 of the Dutch Civil Code is expressly excluded. The client indemnifies Legal Crossing against all claims of third parties engaged by us who claim to have been harmed by the actions of the client.

3.3. We shall not be liable to pay any fees or expenses charged by the third party. The client shall reimburse Legal Crossing in full if we pay a third party of behalf of the client

4. Finances

4.1. The agreement of applicable fees between Legal Crossing and client shall be confirmed in writing by Us.

4.2. We may legally request a pre-payment prior to working for the client. This pre-payment will be deducted from the first invoice.

5. Fees and payment

5.1. We will provide an estimate of the likely overall fees and costs in relation to a matter.

5.2. Unless otherwise agreed, fees are calculated based on the nature and scope of the matter, as well as the time expended on the matter. The fees are primarily based on time spent dealing with a matter including meetings with the client; any time spent travelling, considering, preparing and working on papers; correspondence and making and receiving telephone calls.

5.3. The rates take into account a number of factors which include the complexity of the issue, the speed at which action needs to be taken and the expertise or specialist knowledge which the case requires. Accordingly, the rate may be increased if, for example, the matter becomes more complex than expected. If the scope of work changes, a revised fee arrangement will be discussed with the client.

5.4. The fees quoted are exclusive of VAT which will be added where appropriate.

5.5. Unless otherwise agreed, invoices are payable within fourteen (14) working days of the invoice date. In the event the client fails to make timely payment, we reserve the right, after giving notice to the client, to cease performing any further work for the client and to cease acting on the matter.

5.6 If the client has any queries about an invoice, the client must contact us within five working days.

5.7 Legal Crossing shall be entitled to charge the client in advance. Deduction shall be made for the advance payment in the regular invoices.

6. Data

6.1. All information, data and documents provided by the client to Legal Crossing in order for us to perform the assignment and which reasonably have to be regarded as confidential and secret, shall be treated as such by Legal Crossing.

6.2. As a consequence of applicable regulations, including the Act on Prevention of Money Laundering and Financing of Terrorism (In Dutch "*Wet ter voorkoming van witwassen en financieren van terrorisme*"), under certain circumstances Legal Crossing is obliged, without informing the client in this regard, to report unusual transactions to the authorities.

6.3. Under conditions of confidentiality, the client consents that client data known at Legal Crossing may be shared with third parties within the meaning of Article 3.

6.4. Unless otherwise agreed, the case files will be stored in the archives for five years. After this time, they will be destroyed.

7. Communication

7.1. All e-mail, data, audio, fax and telephone communications are unencoded unless the client explicitly requests otherwise in writing in advance.

7.2. Legal Crossing and the client are not liable to each other for damage possibly caused by using audio and/or data transmissions by telephone, fax, e-mail or other (electronic) means, such as interception, distortion, delays and viruses.

8. Liability

8.1. Legal Crossing has taken out a professional liability insurance. Any liability in connection with the execution of an assignment or otherwise will be addressed to us and will be limited to the insured amount under the applicable insurance policy in the matter concerned under the applicable policy terms and conditions.

Information concerning the professional liability insurance will be made available upon request.

8.2. If and insofar, for whatsoever reason, no or partial payment is to be made under the professional liability insurance as under paragraph 6.1 and we may nevertheless be obliged to compensate for (uninsured) damages, then the compensation shall always be limited to an amount equal to two times the fee that the matter concerned is invoiced in the twelve months prior to the event which created the liability, with a maximum of € 10,000.

8.3. A claim for damages expires in any case where we were not notified thereof in writing within six months after the client became aware or could reasonably have known of the event or omission which caused the damage.

9. Governing Law and competent court

9.1. The relationship between Legal crossing and the client is governed by Dutch law.

9.2. Any disputes between us and the clients shall be submitted to the exclusive jurisdiction of the district court of the Hague.