

## **ULYSSUS GRAND**

General terms & Conditions Version 2025.

**GENERAL PART** 

Art.1 Ulyssus Grand Legal, Tax, Wealth Services, to be mentioned herinafter U.G.

Is the name of a Legal practice/Law firm established in Venlo-The Netherlands under Dutch Law. Registered in the trade register at the Chamber of Commerce under number 77002687. With the main objective of practicing law and tax in the broadest sense of the word.

Art.2 These general terms and conditions have been drawn up in Dutch and English. In the event of any difference in content or interpretation between the Dutch and English version, the Dutch version/text is binding.

Art.3 Disputes, applicable law and competent court. Dutch law applies to all Legal relationships with U.G. All disputes that may arise in connection with this agreement or other related agreements will be submitted to the competent District Court Limburg, Location Roermond, the Netherlands.

Subject to U.G. authority to submit disputes to the competent court of the client's place residence.

Art.4 The provisions in the general terms and conditions, including the limitations of liability included herein, are not only made for the benefit of U.G. but also for the benefit of all who may or may not be employed by U.G. were employed, or all persons for whose actions or omissions U.G. could be liable. (third party clause). A person can be either a natural or a legal entity. Article 7:404 and article 7:407 paragraph 2 of the Dutch Civil code (burgerlijk wetboek) does not apply.

## ASSIGNMENT PART

Art.5 These general terms and conditions apply to every assignment to U.G. including any follow-up assignment or amended or additional assignment as well as all other activities and further Legal acts of U.G. with, for or towards the clients.

Art.6 The assignment agreement is formed by these general terms and conditions and the assignment confirmation together. The agreement is conclude when the order conformation has been confirmed to U.G. by the client and the required deposit, down payment and disbursements have been received on time. If the assignment has been given and accepted verbally, the assignment is deemed to have been concluded under the applicability of these general terms and conditions at the time that the execution of the assignment has started.

Art.7 The execution of assigned assignments take place exclusively for the benefit of the client. Third parties cannot derrive any rights from the content of the assignment or from the work performed, even if they can be regarded

directly or indirectly as an interested party in the result of the work.

Art.8 U.G. may be obliged or compelled by law and regulations or in connection with the execution of the assignment to determine the identity of it's clients.

Art.9 U.G. ensures that the personal information provided to U.G. or otherwise obtained by U.G. is processed confidential and in accordance with applicable legislation.

Art.10 U.G. is entitled to immediately terminate an assignment agreement if the client does not provide expressly requested information, fails to fulfill its payments obligations or other obligations or otherwise hinders the executions of the assignments. This also includes the withdrawal of the authorization granted to U.G. by the client. In such a case U.G. cannot be held liable for any damage resulting directly or indirectly from termination of the assignment. In the event of termination of the assignment, the client nevertheless owes the fee for the work performed by U.G. including the work necessary to transfer the case to the client or third party.

Art.11 U.G. and/or person working for/or affiliated with U.G. are obliged to maintain confidentiality towards third parties.

Art.12 When the file is closed, the documents will be retained for the period in accordance with Legal requirements.

## FEES AND BILLING

Art.13 Invoices are submitted monthly based on the time spent on the case multiplied by the applicable hourly rate.

Art.14 The hourly rate, disbursements, costs and the like will be recorded in writing in the

order confirmation or otherwise communicated in writing. The hourly rate is tailor made and will depend on complexity, Legal area, size, importance, multidisciplinary character and international aspects.

Art.15 Disbursements such as court fees, bailiff costs, witnesses, or other costs that cannot reasonably be borne by U.G. will be drawn up seperately. And if applicable must be paid in advance and on time.

Art.16 Invoices must be paid within 14 days of the invoice date. Failing which the client will be in default, unles a different term has been agreed in mutual consultation and in writing between the client and U.G. Dispute of an invoice must be submitted within the payment term of 14 days and does not release the client from his payment obligation.

Art.17 Work can be suspended as long as invoices, advance deposits, disbursements or otherwise have not been paid.

Art.18 Travel expenses and/or travel time compensation may apply in some cases. This will be communicated temporarily and clearly to the client.

Art.19 In connection with the expected invoices, disbursements or other costs, the client is requested to pay a reasonably determined deposit and/or advance.

Art.20 If the nature and extent of the work give reason to do so, an additional deposit or advance payment may be required before continuing the work.

## LIABILITY

Art.21 If the client does not respond in a timely manner to request by U.G. and/or engaged third parties and U.G. is therefore unable to respond in a timely manner to

deadlines or otherwise then U.G. can not be held liable for this.

Art.22 Any liability for a shortcoming in the execution of the assignment as well as for tort, is limited in its entirely to the amount equal to the fee for the assignment.

Art.23 U.G. is never liable for indirect, direct or consequential damage by the client caused.

Art.24 If the client does not pay on time and U.G. and U.G. has to suspend or terminate its work U.G. is therefore not liable for any damage resulting from this. See also art.10 of these general terms and conditions.

Art.25 Right of action and other powers of the client on whatever grounds shall in any case lapse if U.G. has not been notified in writing within one month from the moment the assignement was carried out or if the damage relating to the execution of the assignement could reasonably have been known, and notice has been given of the claim in writing.

Art.26 The client agrees that U.G. uses digital means of communication and data storage services offered or not by third parties. When communicating U.G. is not liable for any damage resulting from the use of such services.

Art.27 U.G. is not liable for damage resulting from late payment of disbursements or other costs that ar not U.G. responsibility.

INVOLVEMENT OF THIRD PARTIES AND LIABILITY.

Art.28 U.G. is entitled to have an assignment (partly) carried out by a third party, or to engage a third party in consulting with the client. U.G. is never liable for a third party selected by the client. The invoices sent by third parties for their work will be sent directly

to the client. See also art.10 and 24 of these general terms and conditions.

Art.29 Furthermore, to the extent that the third party engaged wishes to hold U.G. liable. U.G. is entitled to accept such liability also on behalf of the client.

Art.30 The client is obliged to indemnify U.G. agains any liability towards third parties insofar as this arises from or is related to the assignement.

Art.31 U.G. undertake to exercise the utmost care when engaging third parties. But can only held liable for shortcoming in its own share.

Art.32 If an additional agreement is necessary in connection with liability, this must be included in writing and expressly in the order confirmation or otherwise recorded in writing.

END GENERAL TERMS AND CONDITIONS.