

Section 1. Definitions

In these General Terms & Conditions the expressions with the initial capital letters listed below shall have the following meanings:

- 1.1. **Client:** The person or legal entity entering into an Agreement with TICECo.
- 1.2. **TICECo:** TICECo BV, also acting under the following trade names: TICECo Legal Services, TICECo IATA Passenger Agency Services, TICECo IATA Cargo Agency Services, TICECo Airline Services, TICECo Coaching & Training.
- 1.3. **Party** or **Parties:** TICECo and the Client individually or collectively.
- 1.4. **Assignment / Agreement:** the contract for professional services as referred to in article 7:400 et seq. of the Dutch Civil Code, composed of an agreement or confirmation of an offer together with these General Terms and Conditions and, where applicable, Additional Terms and Conditions.
- 1.5. **Work:** All work to be performed by TICECo for the Client in accordance with an Assignment that has been accepted by TICECo and all ensuing work for TICECo.
- 1.6. **Minimum Period:** The period for which the Agreement is entered into and cannot be terminated by the Client.
- 1.7. **Optional Costs:** All costs paid or payable by TICECo to other parties plus travel and subsistence expenses plus expenses for third parties engaged in the execution of the Agreement.
- 1.8. **Fixed Fee:** A fixed amount which includes all elements of the Agreement, excluding Optional Costs.
- 1.9. **Fees:** All fees which are published by TICECo for the provision of the agreed service, excluding Optional Costs.

Section 2. Scope and applicability

- 2.1. These General Terms and Conditions apply to all offers, Agreements, and all other legal relationships between the Parties.
- 2.2. Deviations from and additions to these Terms and Conditions and/or the Agreement are only valid if agreed by Parties in writing. If the Parties agree to deviate from these Terms and Conditions and/or to apply additional terms and conditions, such deviations shall only apply to the specific Assignment for which they were agreed.
- 2.3. These General Terms and Conditions supersede all earlier versions and any Agreement into which the Client may have entered.
- 2.4. The applicability of the terms or conditions of the Client is expressly rejected.
- 2.5. The Agreement and these General Terms and Conditions document all agreements between the Client and TICECo concerning the Work to which the Agreement pertains.
- 2.6. The relationship between the Parties is that of independent contractors and nothing in these Terms and Conditions will be construed so as to constitute a partnership, mandate, joint ventures or co-ownership or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party will hold itself out as entitled to do the same. There is no relationship of authority between the Parties.
- 2.7. Parties explicitly do not enter into an employment contract as referred to in article 7:610 of the Dutch Civil Code. The sections 2b and 2c of the Wage Tax Decree of 1965 and 1 and 5 of the Employment Relationship Decree (Decree of 24-12-1986, Stb. 1986, 655) do not apply. This provision applies in full to any director or employee of each Party.

Section 3. Offers, conclusion of – or changes to agreements.

- 3.1. An offer made by TICECo shall be valid for the term specified therein. When no term is stated, an offer shall be valid for 30 days. All offers made by TICECo can be revoked and/or amended by TICECo. Amendments made by TICECo shall be deemed to constitute a new offer.
- 3.2. An agreement is only concluded once the offer and the Terms and Conditions of TICECo has been accepted by the Client and the offer or Agreement have been signed by both Parties and received by TICECo. TICECo reserves the right to deploy its capacity elsewhere until the date of receipt of the signed Agreement.
- 3.3. The provisions of the Agreement and these Terms and Conditions constitute the entire agreement between the Parties and supersedes all communications, negotiations, representations, and agreements (whether writer or oral) of the Parties with respect thereto.
- 3.4. The commencement of Work for a Client implies the acceptance of the General Terms and Conditions and the conclusion of the Agreement.
- 3.5. TICECo reserves the right to refuse execution of an Agreement in part or in full if it is likely that conflicting interests may arise, which is solely to be determined by TICECo. The Client is not entitled to receive any payment for damages or compensation in such cases.
- 3.6. No modification in the Agreement shall be valid and enforceable against TICECo unless provided by a valid written amendment to the Agreement signed by the Client and TICECo.

Section 4. Cooperation by the Client

- 4.1. The Client is obliged to place at TICECo's disposal all data, documents, materials, access to electronic systems or databases, or any other information which is necessary to consider or involve when executing the Agreement, at the discretion of TICECo, are provided promptly and in the required form, in the required manner and at the required time. TICECo will determine the required form, the required manner, and the required time.
- 4.2. The Client ensures that TICECo is informed promptly about all facts and circumstances which could affect the execution of the Assignment.
- 4.3. The Client ensures that all information (such as documents, data, materials, and email messages), received from the Client or from others on behalf of the Client, is correct, complete, and reliable.
- 4.4. The Client shall commit its employees to support the execution of the Agreement by TICECo unless the nature or purport of the Agreement requires otherwise. If employees with specific skills or expertise are required for execution of the Agreement, this shall be specified in the Agreement.
- 4.5. The Client shall not require TICECo to perform any Work which conflicts with the applicable law, professional ethics or Clients' articles of association, policies, and resolutions of any competent body of the Client.
- 4.6. All data, documents, materials, access to electronic systems or other information provided by the Client or third parties instructed by the Client to TICECo, is provided at the expense and risk of the Client.

Section 5. Execution of the Agreement

- 5.1. TICECo shall execute the Agreement independently without the supervision or control by the Client. All instructions or directives by the Client to TICECo with respect to the execution of an agreement, are solely intended for an effective performance of the Work, without interference as to how the Agreement is executed, because this is the exclusive decision of TICECo.
- 5.2. All duties performed by TICECo are an obligation to perform to the best of TICECo's ability, as good practice requires.
- 5.3. All communication between the Parties is in the Dutch or English language.

Section 6. Engagement of third parties

- 6.1. TICECo has the right to engage third parties in the execution of the agreement. The articles 404, 407 section 2 and article 409, Book 7 of the Dutch Civil Code shall explicitly not apply in these situations.
- 6.2. TICECo may, during the term of the Agreement, replace an employee which is assigned to the Agreement, provided that this replacement does not affect the execution adversely. Each replacement shall require the consent of the Client, with the proviso that Clients' consent is mandatory, unless this is unreasonable.

Section 7. Privacy

- 7.1. TICECo shall process personal data as defined in his Privacy Notice, which constitute part of these General Terms and Conditions.
- 7.2. Depending on the Agreement between the Client and TICECo, TICECo may act as data processor or data controller within the meaning of the General Data Protection Regulation (GDPR).
- 7.3. If and insofar TICECo shall process personal data controlled by the Client, the Parties shall record further arrangements in a data processing agreement.

Section 8. Confidentiality

- 8.1. Parties are not allowed to disclose any confidential information to third parties, unless any law, regulation or juridical - or governmental request requires otherwise. Parties can only authorise each other in writing to disclose confidential information.
- 8.2. Except with the Client's consent, TICECo shall not be entitled to use confidential information provided to him by the Client for a purpose other than that for which it was obtained. This section does not apply if TICECo acts for himself in legal proceedings and where such confidential information may be of importance.
- 8.3. Each Party shall impose any obligation under this non-disclosure clause on third parties which are appointed by that Party.
- 8.4. The Client agrees that TICECo may disclose a brief generic summary of the Work and Clients' name for purposes of TICECo's client portfolio.

Section 9. Intellectual property

- 9.1. TICECo acquires and retains any intellectual property of any model, design, layout, idea, software, copyright, and any other intellectual property right therein, invented, developed and/or used by TICECo and falling within sphere of activity for the Client, and anything where the intellectual property rights belong to TICECo or can be enforced by TICECo.
- 9.2. The Client or any auxiliary party, servant or agent instructed by the Client, is explicitly not allowed to disclose, or reproduce anything which is considered intellectual property of TICECo, as meant in section 9.1, without explicit written consent of TICECo.

Section 10. Fees

- 10.1. All Fees and Optional Costs are excluding VAT and other charges prescribed by law.
- 10.2. Any invoice lower than € 75 excluding Optional Costs and excluding VAT, shall be subject to an administration fee of € 25, unless this invoice is merely based on a Fixed Fee.
- 10.3. No discounts apply on Optional Costs or Fixed Fees.
- 10.4. All Fees and discounts are set at the time of acceptance of the offer of TICECo and may be increased by TICECo each year in line with the Dutch services price index (DPI).
- 10.5. Work which is charged at a time-based Fee is rounded up to 5 minutes.

Section 11. Payment

- 11.1. At any time, TICECo may require deposits, advance payment, or other financial guarantees from the Client.
- 11.2. Fees and Optional Costs are billed to the Client monthly. When a file is closed, a final invoice is sent to the Client immediately.
- 11.3. Any invoice of TICECo is due for payment within 15 days after the invoice date, free of all deductions or settlements. Payments must be made in Euro on a bank account of choice by TICECo and at the Clients' expense.
- 11.4. The Client is not allowed to suspend payment or to invoke the right of setoff. The applicability of Section 7, Title 1 of Book 6 of the Dutch Civil Code is explicitly excluded. The Client is not entitled to omit payment and is not discharged from any payment obligation in case of disputes arising from the services provided by TICECo.
- 11.5. TICECo may immediately suspend its activities for the Client in case of payment arrears, without any default for TICECo as a result thereof.
- 11.6. If any dispute may arise over an invoice of TICECo, the administration of TICECo shall prevail.
- 11.7. If the Clients' payment is overdue, the Client shall automatically be in default (without the requirement to receive a notice of default from TICECo). As from the default date, the Client owes the statutory interest for trade transactions as stipulated in article 6:119a of the Dutch Civil Code. The Client is furthermore liable for all costs in respect of judicial collection by TICECo and is held to compensate TICECo in each occurrence of an overdue payment equal to 15% on the principal with a minimum of € 50 per (partly) unpaid invoice, notwithstanding the provisions of article 6:96 section 5 of the Dutch Civil Code and the Decree Compensation for Extrajudicial Collection (BIK).
- 11.8. If the Agreement is entered into with multiple Clients or if Work is performed for multiple Clients, each Client is committed as joint and several debtors in respect of the full invoice amount.
- 11.9. All amounts owing or to be owed to TICECo shall, whether or not due for payment, become immediately payable in the event that the Client becomes insolvent, convenes a meeting with its creditors, or enters into an arrangement with its creditors, or makes an Assignment for the benefit of its creditors, or goes into liquidation.
- 11.10. Any payment by the Client will first be applied to settle all interest payable and (legal and other) costs and subsequently those invoice amounts which have been unpaid for the longest period, even though the Client has stated that the payment relates to other invoices.

Section 12. Performance term

- 12.1. Any term in which the work performed by TICECo must be completed, commences after the Client has completed all preparatory actions, including all payment obligations.
- 12.2. Agreed time frames within which the Work is to be completed are only treated as firm dates if there is an explicit agreement to this effect between the Client and TICECo.
- 12.3. Unless it is established that performance will be permanently impossible, the agreement cannot be dissolved by the Client on account of the period being exceeded unless TICECo fails to carry out the agreement or fails to carry it out in full within a reasonable period, advised to TICECo in writing, of the agreed delivery period. Dissolution shall then be permitted in accordance with Article 6:265 of the Dutch Civil Code.

Section 13. Non-exclusivity

- 13.1. The Client explicitly agrees that TICECo may enter into agreements with – and provide its services to – other Clients.

Section 14. Retention of title

- 14.1. Any delivery by TICECo under the Agreement is subject to retention of title until proper performance of all obligations arising from existing and future Agreements by the Client, including all claims due to activities carried out or to be carried out pursuant to such agreements.
- 14.2. Deliveries in terms of the previous paragraph covered by the retention of title cannot be resold or used as means of payment. The Client is not authorised to use deliveries covered by retention of title as collateral or encumber in any manner.
- 14.3. The Client is required to do anything possible and reasonable within his powers to secure the proprietary rights of TICECo. The Client is required to inform TICECo if the deliveries covered by the retention of title are attached by a third party and inform this third party on the title of retention expressly. Should TICECo want to exercise its right of ownership, Client unconditionally and irrevocably authorises TICECo or third parties appointed by TICECo to enter all places where the property of TICECo is located and to repossess that property.

Section 15. Term and termination of the Agreement.

- 15.1. The Agreement is entered into for an indefinite period unless it arises from the contents, nature, or purport of the Agreement that it has been entered into for a definite period of time.
- 15.2. Parties may terminate the Agreement at any time by registered letter subject to a notice period of one full calendar month unless reasonableness and fairness are incompatible with termination or this notice period, or the Agreement is entered into for a definite period, or Parties agreed on a different notice period, or the Agreement is subject to a Minimum Period.
- 15.3. Parties may terminate the Agreement at any time by registered letter without any notice period end without giving reasons if:
 - a) the other Party applies for moratorium;
 - b) the other Party becomes insolvent or goes into liquidation;
 - c) the company of the other Party is winding up;
 - d) a prejudgement attachment is made, or a warrant of execution is attached to a significant part of the movable or immovable assets or other goods belonging to the other Party.
- 15.4. If the Client proceeds to early termination of the Agreement, TICECo shall be entitled for compensation from the Client if TICECo demonstrates that capacity utilisation incurred, or additional costs which reasonably incurred as a result of early termination of the agreement.
- 15.5. In all circumstances of (early) termination, TICECo retains the right on payment of all work performed for the Client or Optional Costs, irrespective of whether these were billed.

- 15.6. Either Party is entitled to immediate termination of the Agreement without any judicial intervention, if the other Party is materially in breach of its obligations and, after being notified in writing, remains in default after 15 working days after the notice date.
- 15.7. If a Party terminates the Agreement in accordance with paragraphs 15.3 or 15.4, the terminating Party is not liable to pay any compensation to the other Party.

Section 16. Contract takeover / indemnification

- 16.1. The Client is not allowed to transfer (any obligation of) the Agreement to third parties, unless TICECo expressly agrees. TICECo is entitled to attach conditions to a permission. The Client commits to impose all relevant (payment) obligations arising from the Agreement and these Terms & Conditions. At all times the Client remains liable for any obligation arising from the Agreement and the Terms and Conditions unless Parties agree otherwise.
- 16.2. The Client shall indemnify and hold harmless TICECo, from and against any claim from third parties (including TICECo's employees and third parties appointed by TICECo), including, but not limited to, all costs for legal assistance, judicially and extrajudicially (notwithstanding article 237 of the Dutch Code of Civil Procedure), to the extent these claims arise out of or result from any circumstance which can be imputed to the Client, its staff, employees or auxiliary person, servant or agent appointed by the Client.

Section 17. Liability

- 17.1. TICECo will carry out its activities to the best of its ability and shall observe the appropriate and required duty of care with due observance of the relevant legislation and (professional) regulations.
- 17.2. TICECo does not warrant any result under an Assignment.
- 17.3. Liability for any damage as a result of (temporarily) suspension of activities by TICECo caused by payment arrears of the Client is explicitly excluded. Any additional costs incurred as a consequence of the resulting delay will be entirely at the expense of the Client.
- 17.4. TICECo is not liable for consequential losses, indirect losses, loss of profits or lost savings, incurred as a result of non-, late, or defective performance by TICECo.
- 17.5. A series of related attributable failure(s) count as a single attributable failure.
- 17.6. TICECo shall not be liable for damage or losses that are the result of a mistake being made because of the Client provision of incorrect or incomplete information to TICECo.
- 17.7. If the Client demonstrates that it has sustained direct losses directly resulting from (a series of related) attributable failure(s) in the execution of the Agreement and which would have been avoided if TICECo had applied the required degree of caution, TICECo shall be liable up to the amount referred to in sections 8 and 9 of these clauses.
- 17.8. The liability of TICECo shall be limited to the total sum of billed Fees to the Client, excluding Optional Costs, over the past 2 months before the date the damage occurred.
- 17.9. Any liability on the part of TICECo is restricted, subject to due observance of the above limitations, to the amount covered by TICECo's professional indemnity insurance.
- 17.10. Without prejudice to article 6:89 of the Dutch Civil Code, all rights to take action against TICECo on any grounds whatsoever in respect of the performance of activities by TICECo, together with any other powers that may be available to the Client in this respect, shall in any case expire one year after the date on which the Client became or could have become aware of the existence of these rights and powers.

Section 18. Force majeure

- 18.1. Neither Party shall be liable for any delay in performing or failure to perform any of its obligations under the Agreement if such a delay or failure is caused by circumstances beyond the reasonable control of the Party so delaying or failing, including sickness of employees or third parties contracted by TICECo and defects to materials or services which are essential to the agreed performance. Such Party shall be entitled to a reasonable extension of time for the performance of such obligations.
- 18.2. In the event that TICECo is prevented by force majeure from completing its obligations under the Agreement, TICECo may, without any obligation pay compensation to the Client and without prejudice to other rights to which TICECo is entitled, terminate the Agreement without any judicial intervention.

Section 19. Waivers, Conversion, Survival

- 19.1. Failure of TICECo to enforce any right or power under the Agreement shall not be deemed a waiver for – or limitation of this right or power. Any waiver to any provision in the Agreement shall be deemed invalid if this waiver is not agreed in writing.
- 19.2. If and insofar as it is not possible on the grounds of reasonableness and fairness or the unreasonably onerous nature to seek recourse to a provision of these General Terms and Conditions, the contents and purport of such provision shall be interpreted in such a way that, while remaining as close as possible to the original, allows recourse to be made.
- 19.3. Any clause in the Agreement explicitly or implicitly intended to remain unimpaired after termination of the Agreement, shall subsequently be in full force and have binding effect upon Parties.

Section 20. Miscellaneous

- 20.1. No addition to or modification of these Terms and Conditions shall be binding upon the Parties unless agreed in writing and signed by a duly authorised representative of each of the Parties.
- 20.2. Any use of words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.
- 20.3. If any provision in the Agreement and provision in the Terms and Conditions is contradictory, the provision in the provision in the Agreement supersedes the provision in the General Terms and Conditions.
- 20.4. If any provision of these Terms and Conditions or the Agreement is held by any competent authority to be void or invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby. TICECo will replace the invalid provision with a provision that is valid and of which the legal consequences, having regard to the content and purport of these Terms and Conditions, correspond as far as possible with those of the replaced provision.
- 20.5. These Terms and Conditions are construed in accordance with and shall be governed by and interpreted in accordance with the laws of The Netherlands exclusively.
- 20.6. Parties agree that all actions and/or proceedings arising under or in connection to these Terms and Conditions or any Agreement shall be brought in first instance exclusively before the competent court in the district of North Holland, The Netherlands (location Haarlem).
- 20.7. If a difference in meaning may exist between the Dutch-language version of these Terms and Conditions (“Algemene Voorwaarden”) and this translation, the Dutch-language version shall prevail.

Section 1. Definitions

- 1.1. **LC-Client:** The Client entering into an LC-Agreement with TICECo Legal Services.
- 1.2. **LC-Agreement:** The agreement between Legal Services and the LC-Client, stating the arrangements for providing legal advice and performing other Work for Users.
- 1.3. **User:** An individual legal entity located in a single country that is entitled to derive certain rights from the agreement between TICECo Legal Services and the LC-Client.
- 1.4. **Fair Use Policy (“FPU”):** A description of rules based on which it is decided whether the User owes TICECo Legal Services a fee for advice or other work.
- 1.5. **Advice Request:** A request for advice or to perform other work, received by TICECo Legal Services from a User.
- 1.6. **Advice Dossier:** A dossier that is identified by a unique number, containing one or more Advice Requests related to the same subject or request, the latter exclusively to be determined by TICECo Legal Services.
- 1.7. **LC-Fee:** The annual fee that is payable to TICECo Legal Services by the LC-Client after concluding the LC-Agreement and until the date of termination, excluding Fees or Fixed Fees and other Optional Costs.

Section 2. Applicability

- 2.1. These additional terms and conditions are to be considered a supplement to – and an inextricable part of – the general terms and conditions of TICECo and shall apply to all Legal Continue entered into with TICECo by the LC-Client.
- 2.2. In the event these additional terms and conditions differ from the General Terms and Conditions, these additional conditions shall prevail.
- 2.3. The general terms and conditions and these additional terms and conditions also apply to Users, the LC-Client warrants that all terms and conditions have been accepted by each User. TICECo Legal Services may require any User to make a statement to this effect.
- 2.4. Users must be associated in some way, to be determined at the discretion of TICECo.

Section 3. Agreement Term

- 3.1. The LC-Agreement is entered into for a Minimum Period of 12 months or 24 months and will end automatically after this agreed term, unless agreed otherwise.

Section 4. Fair Use Policy (FPU)

- 4.1. Every User is entitled to receive one free hour of advice, including intake, per Advice Dossier unless the fee of the work is based on a Fixed Fee or maximum Fee.

Section 5. Fees and payment

- 5.1. The LC-Fee includes a maximum of 2 Users. Each subsequent User is subject to a surcharge as stated in the product sheet Legal Continue.
- 5.2. The applicable LC-Fee is calculated based on the number of employees by all Users on the effective date of the LC-Agreement. If the event the number of employees cannot reasonably be determined or proven, then the fee of the highest category shall apply.
- 5.3. The LC-Fee of a Starter is only valid for 12 months and only applies if:
 - a) All Users are registered in the local Chamber of Commerce (or equivalent) on the date of the LC-Agreement for 6 months or less, and;
 - b) The number of employees (including owner(s), director/principal shareholder) is 4 or less.
- 5.4. The LC-Fee is due for 12 months and payable in advance.
- 5.5. The LC-Client and each User shall be jointly and severally liable to TICECo Legal Services for all claims relating to all costs (such as, but not limited to, the LC Fee, Fees and Optional Costs) arising from the LC Agreement and Activities, regardless of which User such costs relate to.

Section 6. Discounts

- 6.1. The LC-Client is entitled to receive an LC-Discount that applies to the standard Fee.
- 6.2. Once a year, the LC-Client receives, in addition to the LC-Discount, an extra discount per 25 fee units charged to the LC-Client or User in a previous period of 12 consecutive months, unless:
 - a) the Work was accepted by both parties for a Fixed or maximum Fee.
 - b) any payment term in the period the extra discount relates to was not observed by the LC-Client or User.
- 6.3. Discounts only apply during the validity of the LC-Agreement.
- 6.4. Discount rates and other information related to these discounts are specified in the product sheet Legal Continue.

Section 1. Definitions

- 1.1. **Legal Flex Agreement:** The Agreement between TICECo Legal Services and the Client, involving one or more designated Employees who will carry out work for the Client on a permanent basis, during a specific period, and optionally on agreed days and times.
- 1.2. **Base Extent:** A number of hours available for and allocated to the Client during which work can be carried out on the Client's behalf.
- 1.3. **Minimum Extent:** The minimum number of hours for which a Client owes a Fee.
- 1.4. **Minimum Term:** The minimum term over which the Client owes a fee.
- 1.5. **Flex-Period:** An agreed period for which the Client receives a periodic settlement in arrears which includes a set-off of the fee payable by the Client according to the Minimum Extent against the work performed by an Employee in that period.
- 1.6. **Flex-Discount:** a discount applicable to the standard fee.
- 1.7. **Excess-hours:** The hours during which work was carried out by an Employee on behalf of the Client in excess of the Base Extent.
- 1.8. **Employee:** The employee of TICECo Legal Services.

Section 2. Scope and applicability

- 2.1. These Additional Terms & Conditions are to be considered a supplement to – and an inextricable part of – the general terms and conditions of TICECo Legal Services and shall apply to all Legal Flex agreements.
- 2.2. In the event that these Additional Terms & Conditions differ from the General Terms & Conditions, these Additional Terms and Conditions shall prevail.

Section 3. Employee authorities

- 3.1. The Client will assign the Employee sufficient authority, resources and, if necessary, budget to properly perform the work. The Client will confirm these authorities, resources and budget in writing, after which they will form part of the agreement.
- 3.2. To the extent that the Client of its legal entities and any affiliated companies grants administrative or other formal authorities to the Employee, regardless of whether these are in any way known to third parties, require the explicit written consent of TICECo Legal Services.
- 3.3. At all times, the Client shall have the right to change or withdraw previously granted authorities or budget or demand previously granted resources. The Client shall notify the management of TICECo Legal Services and the Employee of such decisions in a clear and timely manner.
- 3.4. On the date of termination of the Agreement, any authority, budget or resource provided by the Client to Employees shall also be deemed terminated.

Section 4. Locations and Scheduling

- 4.1. The parties will make further arrangements with regard to the details of the work, which will include at least the following elements:
 - a) the location(s) where the work will be carried out;
 - b) a work schedule (times, dates and/or days of the week).

- 4.2. In the event these elements are not included in the Agreement, the Employee may independently decide where and when the work will be performed, with due regard to the Client's preferences as much as possible.

Section 5. Minimum Extent and Minimum Term

- 5.1. The Minimum Extent is equal to the Basic Extent unless the Parties agree otherwise in the Agreement. However, a deviating Minimum Scope shall never be less than two (2) hours per week or, in case the work is carried out at a different location than at TICECo Legal Services or from the Employee's home, three (3) consecutive hours per week.
- 5.2. The Minimum Term shall be three (3) months.

Section 6. Fees and Payment

- 6.1. The Client guarantees that in each Flex Period during the Minimum Term, at least the Minimum Extent shall be purchased, irrespective of whether the Employee has carried out work during that Flex Period.
- 6.2. The Client shall pay a monthly advance equal to the Standard Fee minus the Flex Discount, multiplied by the Minimum Extent of four weeks, where applicable increased by foreseeable Optional Costs for that month.
- 6.3. In addition to the monthly advance, each month the Client shall pay the Excess Hours of the preceding month, plus Optional Costs that had not yet been invoiced as an advance.
- 6.4. The advance payment may be increased by TICECo Legal Services, for example in case of structural Excess Hours.

Section 7. Monthly and Periodical settlement

- 7.1. The Flex Period over which the Client receives periodical statements shall be equal to a period of:
 - a) 3 months in case of a Minimum Term of at least 1 year.
 - b) 2 months in the event of a Minimum Term of at least 6 months
 - c) 1 month in case of a Minimum Term of at least 3 monthsThe parties may agree to another Flex Period in the agreement.
- 7.2. The periodic settlement shall include an accumulation of all time units during which work was performed for the Client during the Flex Period, reduced by advances and Excess Hours already invoiced. The Client shall receive an invoice for the difference. If this difference is negative, the final difference will be calculated according to the difference between the amount due based on the Minimum Extent less advances and Excess Hours already paid.

Section 8. Reporting, other conditions

- 8.1. In case a Legal Flex Agreement starts or ends during a calendar month, or a Periodic Settlement is calculated on an interim basis, the Base Extent and Minimum Extent will be calculated pro rata.
- 8.2. The Client may only change the Base Extent or Minimum Term for the remaining term of the agreement only after the end of a Flex Period, provided TICECo Legal Services was notified of such change within one week of commencement of the new Flex Period and such change was accepted by TICECo Legal Services.