

General Terms and Conditions Juribus advocatuur B.V.

Article 1

- 1. Juribus advocatuur B.V. is a private company with limited liability incorporated under Dutch law, registered with the trade register of the Chamber of Commerce under number 32157496 with the purpose of rendering legal attorney services (*beoefenen van advocatuur*).
- 2. These general terms and conditions apply to each person which performs services on behalf of Juribus advocatuur B.V. and/or for which action or failure to act Juribus advocatuur B.V. can be held liable.

Article 2

- 1. These general terms and conditions apply to all current, additional and future assignments of the client.
- 2. All client assignments are considered to have been given to Juribus advocatuur B.V., also in the event that it is the explicit or implicit intent that the assignment shall be performed by a specific person affiliated to Juribus advocatuur B.V.
- 3. The performance of the engagement creates rights and obligations only between the client and Juribus advocatuur B.V. and no other person may rely on advice which Juribus advocatuur B.V. gives to the client and no such other person is protected by Juribus advocatuur B.V.'s obligations and services to the client or may enforce any term of Juribus advocatuur B.V.'s engagement. The client indemnifies and holds Juribus advocatuur B.V. harmless against all claims by third parties relating in any way to the services rendered to the client.
- 4. No general terms and conditions of the client shall apply to the services rendered by Juribus advocatuur B.V.

Article 3

- 1. In the event that when carrying out an assignment, an event occurs which results in liability, such liability shall be limited to the amount or amounts actually paid out, if any, under Juribus advocatuur B.V.'s professional liability insurance in the matter concerned, increased by Juribus advocatuur B.V.'s own risk under the insurance with respect to such matter.
- 2. If, for whatever reason, no amount shall be paid out under Juribus advocatuur B.V.'s professional liability insurance, Juribus advocatuur B.V.'s liability for direct damage shall be limited to the fees received by Juribus advocatuur B.V. with respect to the assignment and shall in any event at all times be limited to EUR 25.000.
- 3. In order to determine any liability of Juribus advocatuur B.V. against the client, relating events (including a failure to act) shall be considered one damaging event.
- 4. Liability for indirect or consequential damages is at all times excluded.
- 5. Each claim for damages will lapse the earlier of one year after (i) the last day of Juribus advocatuur B.V.'s services to which the liability relates or (ii) the day on which the client has, or could have, become known with the damages.

<u>Article 4</u>

- 1. Each invoice is subject to a payment term of 14 days. In case of late payment, penalty interest shall be due equal to statutory interest.
- 2. Any costs resulting from recovery measures with a minimum of 10% of the overdue payment amount shall be for the account of the client.



Article 5

- 1. Juribus advocatuur B.V. may be required to engage counsel in other jurisdictions or to seek the advice of other outside advisers, experts, etc. Such third parties or individuals will always be carefully chosen and, where possible, in consultation with the client. Juribus advocatuur B.V. is not liable for the acts or omissions of any such third party.
- 2. By giving an assignment to Juribus advocatuur B.V., the client authorizes Juribus advocatuur B.V. to accept on the client's behalf any limitation of liability requested by such third party.

Article 6

Juribus advocatuur B.V. and the client shall not be liable against each other as a consequence of electronic communications, provided each of them uses all reasonable measures to avoid risks.

Article 7

Under anti-money laundering laws, Juribus advocatuur B.V. may need formal evidence of the client's identity before Juribus advocatuur B.V. can act and may also conduct checks using external electronic databases for this purpose. Juribus advocatuur B.V. must also report suspicions of money laundering activity to the relevant authorities. Juribus advocatuur B.V. may have to terminate services on a matter and may not be allowed to tell the client if Juribus advocatuur B.V. makes such a report. Juribus advocatuur B.V. will not be liable to the client for the consequences of any such report made in good faith. By giving an assignment to Juribus advocatuur B.V., the client confirms to be aware thereof and, to the extent necessary, to consent thereto.

Article 8

- 1. The relationship between Juribus advocatuur B.V. and the client shall be governed by Dutch law.
- 2. Any disputes between Juribus advocatuur B.V. and the client shall be exclusively decided upon by the competent court in the Netherlands.