



**GENERAL TERMS AND CONDITIONS**  
**of J.B. Leidparro B.V.**  
**Joint Forces Legal**

**Article 1: The Firm**

The private limited company J.B. Leidparro B.V., also trading under the name Joint Forces Legal, hereinafter referred to as: “The Firm”, is a private company with limited liability (‘besloten vennootschap met beperkte aansprakelijkheid’) under Dutch law. The company is established in Rotterdam, with Trade Register number 24481037. The company’s aim is to practise law (including but not limited to the Bar).

**Article 2: The Agreement**

These General Conditions apply to every instruction (‘opdracht’), including subsequent instructions, additional instructions or adjustments to instructions. An instruction is concluded with The Firm as such. This also applies if it is the client’s express or implied purpose, that the instruction will be carried out by a particular person. The operation of Section 7:404 of the Dutch Civil Code, which contains rules for the latter case, and the operation of Section 7:407, Item 2, of the Dutch Civil Code, which establishes several liability in cases in which instructions are given to two or more persons, are excluded.

**Article 3: Liability**

- 3.1. Any contractual or non-contractual liability of The Firm or of its directors and/or its employees is limited to the amount paid out in the case concerned by The Firm’s professional liability insurance, including the franchise amount. The content and conditions of this professional liability insurance are in line with the requirements set in this respect by the Netherlands Bar, having its registered office in The Hague.
- 3.2. If for whatever reason no payment is made by an insurer, liability, if any, shall be limited to direct damage and shall not exceed an amount equal to the fees charged in the case in question in the month or the invoice period in question, with a maximum of EUR 25,000.

- 3.3 Without prejudice to the provisions contained in Section 6:89 of the Dutch Civil Code, the entitlement to compensation lapses ('vervalt') in any event 12 months after the occurrence of the event from which the damage directly or indirectly arises and for which The Firm is liable by law.
- 3.4. The instructions, which have been given, shall be implemented exclusively for the client. Third parties cannot derive any rights from the contents of the work carried out.

#### **Article 4: Client's Obligations**

- 4.1. If the client allows a third party to take cognisance of the content of the work performed by The Firm for the client, the client must inform the third party that these General Terms and Conditions apply to the third party, and must ensure that they are also accepted by the third party.
- 4.2. The client indemnifies The Firm against claims by third parties, who claim that they have suffered damages as a result of or in connection with the work carried out by The Firm on behalf of the client.
- 4.3. Payment of The Firm's invoices must take place within 14 days of the invoice date, without postponement or set off. In derogation thereof, invoices for advance payments and/or retraining fees must be paid immediately or in any case before the work is started. All judicial or extra-judicial costs connected with collection of accounts -with a minimum of 15% of the amount to be collected- shall be for the account of the client. Judicial costs shall not be limited to the nominal costs of the procedure awarded by the court, but shall be for the account of the client in full if the client is judged to be in the wrong (to a considerable degree).
- 4.4. The Firm is entitled to suspend the work it was instructed to perform, when invoices older than 14 days have not been settled, agreed requests for payment on account or interim invoices have not been settled, a client's credit risk is estimated as too high, or the continuity of a client's business operations is insufficiently secure.

- 4.5. The Firm is authorized to set off funds received for, from and/or on behalf of the client against the amounts due by the client based on the invoices even if those are not yet due and payable and also if such funds are deposited with or held by the Stichting Beheer Derdengelden Joint Forces Legal or another third party. The client hereby grants express and irrevocable permission to The Firm, the aforementioned Stichting and the aforementioned third party to offset any monies received for, from and/or on behalf of the client against payment of the amount the client owes the Firm, or to use such monies for that purpose.

#### **Article 5: Engagement Of Third Parties**

- 5.1. The choice of third parties to be engaged by The Firm shall take place under observance of due care and attention. The Firm cannot be held liable for defaults on the part of such a third party.
- 5.2. If these third parties wish to limit their liability in connection with the implementation of instructions, The Firm shall assume and, if necessary, hereby confirms that all instructions issued to it by the client contain the authority for The Firm to accept such a limitation of liability on behalf of the client.
- 5.3 Unless explicitly agreed otherwise, The Firm does not guarantee payment by the client of the fees and costs of these third parties vis-à-vis these third parties.

#### **Article 6: Fees**

- 6.1. All instructions will be implemented and all work will be performed on the basis of the fees agreed, or, failing that, on the basis of a reasonable fee, which in principle will be determined on the basis of the number of hours worked multiplied by the applicable hourly rates as established annually by The Firm. In addition a client will be charged (if applicable) with turnover tax and any disbursements (such as court registry fees, bailiff costs, costs of third parties, etcetera). The fee and other costs will in principle be invoiced every 14 days and/or once a month concerning the immediately preceding period, complete with itemization.

- 6.2 The Firm is entitled to change its basic hourly fees and tariffs for travel expenses for travel by car or train. If the change involves an increase of more than 10%, or if an increase takes place within three months of the agreement with the instruction coming into effect between The Firm on the one hand and the client on the other hand, the client shall be entitled to dissolve the agreement. The right to dissolve lapses on the 15th day after the invoice date of the first invoice sent to the client after the increase of the basic hourly fee and/or the aforementioned travel expenses.

#### **Article 7: Complaints**

A complaint by a client concerning the work performed, must be submitted in writing to The Firm's board.

#### **Article 8: Various Matters**

- 8.1. These General Terms and Conditions are also stipulated for the benefit of any and all persons or legal persons that are in any way involved in activities arising from the instruction given and/or work commissioned to The Firm, or for whose acts or omissions The Firm might be liable.
- 8.2. Dutch law applies to all agreements between the client and The Firm.
- 8.3. Disputes shall be settled exclusively by the District Court Rotterdam. In addition, The Firm is at all times entitled to bring suit before the competent court in the client's place of domicile.
- 8.4. These General Terms of Conditions are drawn up in the Dutch and English languages. The Dutch text shall be binding in the event of any difference in content or tenor.