

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

**Article 1: The Firm**

The private 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 has its corporate seat in Rotterdam, Trade Register number 24481037. The company's purpose is to practice law (including but not limited to the Bar ('*advocatuur*')).

**Article 2: The Agreement**

- 2.1 These General Terms and Conditions apply to every assignment ('*opdracht*'), subsequent assignment and additional assignment, including changes to assignments. The applicability of any other general terms and conditions, including but not limited to the general terms and conditions (of purchase) of the client, is expressly rejected.
- 2.2 An assignment is awarded to The Firm as such. This also applies if it is the client's express or implied intention that the assignment be carried out by a specific person. The operation of Book 7, Section 404 of the Dutch Civil Code, which sets out rules for the latter case, and the operation of Book 7, Section 407, paragraph 2 of the Dutch Civil Code, which establishes joint and several liability in cases in which an assignment is awarded to two or more persons, are excluded.
- 2.3 If an assignment is awarded by multiple clients, all the clients are jointly and severally liable for the obligations arising from and/or related to the assignment.
- 2.4 The Agreement constitutes an obligation to use best endeavours on the part of The Firm and not an obligation to achieve a certain result. An agreement is performed by or on behalf of The Firm on a best-effort basis and with such diligence as may be expected of The Firm.
- 2.5 The Firm determines which attorney ('*advocaat*'), employee and/or associate and/or deputy ('*waarnemer*') carries out the assignment.

**Article 3: Qualified under Dutch law (not tax law)**

- 3.1 The Firm is qualified under Dutch law and therefore only provides counsel under (civil) Dutch law (not tax law). Any aspects involving foreign law and/or tax law are consequently excluded from the scope of our assignment.
- 3.2 If aspects of other jurisdictions are involved and/or may play a role besides Dutch law, The Firm may collaborate with the client's professional advisers in such jurisdictions, or alternatively The Firm may collaborate with law firms in these jurisdictions with which The Firm maintains (close) contact.

#### Article 4: Provision of information and documents by the client

- 4.1 Upon commencement of any services and/or work by The Firm, the client shall submit to The Firm all information and documents that are relevant to the assignment, are related to the facts and that are important for The Firm in connection with assessing the assignment/case.
- 4.2 The Firm is entitled to assume and rely on the fact that, upon commencement of any services and/or work by The Firm, the client shall comprehensively submit to The Firm all information and documents that are relevant to the assignment, are related to the facts and that are important for The Firm in connection with assessing the assignment/case.
- 4.3 The Firm may further assume and rely on the fact that the client or other knowledgeable persons are available and willing to provide information.
- 4.4 The client is aware that the provision of (advisory) services and the performance of work by The Firm on the basis of incomplete or incorrect information may lead to extra time required for the work to be performed, extra costs for the client and/or to incorrect results.
- 4.5 If the client does not provide the required information to The Firm in good time or has provided incomplete or incorrect information to The Firm, The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) have the irrevocable right to suspend ('*opschorten*'), interrupt ('*staken*') or terminate ('*beëindigen*') (possibly with immediate effect) the services and/or work (also during any legal proceedings and irrespective of the stage of the legal proceedings) and/or to charge the client for any additional costs resulting from the delay in providing the (correct and necessary) information and for the additional work, in accordance with the customary rates. This article 4.5 is also an irrevocable third-party clause.
- 4.6 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party - including but not limited to any delay, extra costs and/or incorrect results - as a result of late, incomplete or incorrect provision of information and/or documents by the client to The Firm and/or the suspension ('*opschorten*'), interruption ('*staken*') or termination ('*beëindigen*') (possibly with immediate effect) of the services and/or work by The Firm as a result thereof. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 4.6 is also an irrevocable third-party clause.

#### Article 5: Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft)

- 5.1 The Firm is required by law, more specifically under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act ('*Wet ter voorkoming van witwassen en financieren van terrorisme*', hereinafter "Wwft"), to complete a number of formal procedures before providing services to its (commissioning) clients. For example, The Firm is required to identify its (commissioning) clients and keep this identification information in a 'client file'.
- 5.2 In order to comply with the requirements of the Wwft, The Firm is obliged to keep in the client file a copy of a valid passport or identity card of the (commissioning) client or, if the (commissioning) client is a legal entity, a certified and recent extract from the trade register or a similar register for companies and copies of the valid passports or identity cards of the director or other officer authorised to represent the company/legal entity and, if that is another person or legal entity, also of the major shareholder and beneficial owner.

- 5.3 Pursuant to the Wwft, The Firm is obliged to report unusual transactions within the meaning of the Wwft to the designated authorities without notifying the client and/or third party (or third parties) involved.
- 5.4 Every (commissioning) client is obliged, before the commencement of the services and/or work and during the business relationship, to cooperate fully with The Firm and provide all information and documentation required by The Firm to comply with the Wwft or other laws and regulations.
- 5.5 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) are irrevocably entitled not to commence the services and/or work, or to suspend ('opschorten'), interrupt ('staken') or terminate ('beëindigen') (possibly with immediate effect) performance of the services and/or work (also during any legal proceedings and irrespective of the stage of the legal proceedings) if the information and/or documents referred to in this article 5 are not provided at all, not provided in a timely manner or not fully provided and/or if The Firm has reason to suspect that there is, or may be, an unusual transaction (or transactions) within the meaning of the Wwft. This article 5.5 is also an irrevocable third-party clause.
- 5.6 The Firm is entitled to store and retain information and documentation under the Wwft.
- 5.7 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party as a result of late, incomplete or incorrect provision by the client of the information and/or documents referred to in this article 5 to The Firm and as a result thereof - and/or if The Firm has reason to suspect that there is or may be any unusual transaction (or transactions) within the meaning of the Wwft - suspension ('opschorten'), interruption ('staken') or termination ('beëindigen') (possibly with immediate effect) of the services and/or work by The Firm. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 5.7 is also an irrevocable third-party clause.
- 5.8 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party as a result of or in connection with a report made under the Wwft, even if that report was not justified. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 5.8 is also an irrevocable third-party clause.
- 5.9 The client indemnifies The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) against claims of third parties who allege that they suffer and/or have suffered damage as a result of or in connection with a report made under the Wwft, even if that report was not justified. This article 5.9 is also an irrevocable third-party clause.

## Article 6: Liability

- 6.1 All liability whatsoever, contractual or otherwise, of The Firm and persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is irrevocably limited to the amount paid out in the relevant case under the (professional) liability insurance of The Firm including the amount of the deductible ('*eigen risico*'). The scope and conditions of the professional liability insurance correspond to the requirements set by the Dutch Bar Association ('*Nederlandse Orde van Advocaten*'), based in The Hague. This article 6.1 is also an irrevocable third-party clause.
- 6.2 If, for whatever reason, no payment is made under the aforementioned insurance policy, the aforementioned liability is irrevocably limited to the amount of the fee charged by The Firm in connection with the relevant assignment in the relevant invoice for the month in which the liability in question arose, up to a maximum of EUR 25,000. If, for whatever reason, the relevant invoice involves a period other than one month (e.g. 14 (fourteen) days), the aforementioned liability is irrevocably limited to the amount of the fee charged by The Firm in connection with the relevant assignment in the relevant invoice for the relevant period (e.g. an invoice period of 14 (fourteen) days) in which the liability in question arose, up to a maximum of EUR 25,000. This article 6.2 is also an irrevocable third-party clause.
- 6.3 If the assignment originates from more than one client the exclusions of liability apply irrevocably with respect to each client individually and all clients jointly and the limitations of liability of The Firm or any persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions apply irrevocably with respect to all clients jointly and not to each client separately. In the unlikely event that The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is/are found liable, it is irrevocably up to the clients to decide how they divide among themselves the amount paid out. This article 6.3 is also an irrevocable third-party clause.
- 6.4 If, for whatever reason, the invoices are paid by one or more third parties, the exclusions of liability and limitations of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions are irrevocably also applicable to possible liabilities of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) with respect to such third party or third parties. In that case, the exclusions of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions apply irrevocably with respect to the client and any third party individually and jointly and the limitations of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions shall apply irrevocably with respect to the client and all third parties jointly and not to the client and any third party separately. In the unlikely event that The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is/are found liable, it is irrevocably up to the client or such third party or third parties to decide how they divide among themselves the amount paid out. Without prejudice to the foregoing, if such third party that has at any time paid an invoice or invoices of or for a client to The Firm lodges a claim or claims against The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.), the client indemnifies The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably against all claims of such third party or third parties. This article 6.4 is also an irrevocable third-party clause.

- 6.5 If The Firm, for whatever reason, also provides services to and/or performs work for companies, other entities or natural persons that are involved with or were at any time involved with the client (e.g. companies affiliated with the client (including but not limited to its subsidiaries, sister companies, etc.), shareholders, directors, supervisory directors, employees, associates, family members, etc.), the exclusions of liability and limitations of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions are irrevocably also applicable to possible liabilities of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) with respect to such companies, other entities or natural persons that are involved with or were at any time involved with the client. In that case, the exclusions of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions apply irrevocably with respect to the client and any of these companies, other entities or natural persons that are involved with or were at any time involved with the client individually and jointly, and the limitations of liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) as stipulated in these General Terms and Conditions shall apply irrevocably with respect to the client and all these companies, other entities or natural persons that are involved with or were at any time involved with the client jointly and not to the client and each of them separately. In the unlikely event that The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is/are found liable, it is irrevocably up to the client or these companies, other entities or natural persons that are involved with or were at any time involved with the client to decide how they divide among themselves the amount paid out. Without prejudice to the foregoing, if one or more of these companies, other entities or natural persons that are involved with or were at any time involved with the client lodges/lodge a claim or claims against The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.), the client indemnifies The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably against all claims of these companies, other entities or natural persons that are involved with or were at any time involved with the client. This article 6.5 is also an irrevocable third-party clause.
- 6.6 In addition to the provisions of article 6.4 and article 6.5 of these General Terms and Conditions, the client irrevocably indemnifies The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) against claims of other third parties and against any other damage The Firm or any person involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) suffers and/or shall suffer in connection with the assignment, to the extent that the claim or damage exceeds the amount paid out for such claim or damage under an insurance policy taken out by The Firm, plus the applicable excess. This article 6.6 is also an irrevocable third-party clause.
- 6.7 Any liability whatsoever of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) for any indirect and consequential damage (including but not limited to loss of profits, damage due to delays, contractual penalties to be paid to third parties, etc.) and damage resulting from loss or missed opportunities is at all times irrevocably excluded. In that case, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 6.7 is also an irrevocable third-party clause.

- 6.8 The liability, contractual or otherwise, of The Firm and persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is irrevocably limited in accordance with the preceding paragraphs of this article 6 of these General Terms and Conditions. In all other situations and cases that are not covered by the limitations mentioned in the preceding paragraphs of this article 6 of the General Terms and Conditions, the liability of The Firm or persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) is irrevocably excluded. In such situations and cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 6.8 is also an irrevocable third-party clause.
- 6.9 Performance of the assignment that has been awarded is irrevocably carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the services provided and the work performed. This article 6.9 is also an irrevocable third-party clause.
- 6.10 The limitations on the scope of liability in these General Terms and Conditions (as stipulated in *inter alia* but not limited to article 6.1, article 6.2, article 6.3, article 6.4 and article 6.5) irrevocably do not affect the exclusions of liability in these General Terms and Conditions (as stipulated in *inter alia* but not limited to article 4.6, article 5.7, article 5.8, article 6.3, article 6.4, article 6.5, article 6.7, article 6.8, article 7.5, article 8.1, article 9.5, article 10.6, article 11.8 and article 12.5). In addition, if in any case an exclusion of liability does not apply, the limitations on the scope of liability shall irrevocably apply notwithstanding. This article 6.10 is also an irrevocable third-party clause.
- 6.11 The right to damage compensation lapses ('vervalt') irrevocably in any case 12 (twelve) months after the event that directly or indirectly resulted in the damage and for which The Firm is legally liable, without prejudice to the provisions of Book 6, Section 89 of the Dutch Civil Code. This article 6.11 is also an irrevocable third-party clause.
- 6.12
  - a. Upon written request of the client, The Firm may inquire as the client's representative whether it is possible to purchase supplementary insurance for a particular assignment on behalf of the client.
  - b. If taking out supplementary insurance for a specific assignment is possible, The Firm may, upon written request of the client and in consultation with the client, take out supplementary insurance for a specific assignment and charge the premium for that insurance to the client.
  - c. If The Firm takes out supplementary insurance for a specific assignment on behalf of the client, The Firm shall send a copy of the policy for the supplementary insurance to the client. The costs of the supplementary insurance taken out shall be borne by the client and shall be charged to the client by The Firm as disbursements. Only after receipt of a copy of the policy for the supplementary insurance by the client and full and timely payment of the costs by the client may the client rely on the fact that supplementary insurance has been taken out. If the costs of the supplementary insurance are not paid in time and/or in full by the client to The Firm, The Firm is entitled to terminate the supplementary insurance. In such cases, the client irrevocably has no right to compensation for any damage suffered and to be suffered by the client as a consequence thereof. This article 6.12 is also an irrevocable third-party clause.

## Article 7: Further obligations of the client

- 7.1 If the client allows a third party to become aware of the contents of the services provided and/or work performed by The Firm on behalf of the client, the client must notify the third party of these General Terms and Conditions and ensure that they are also accepted by such third party.
- 7.2 The client indemnifies The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably against claims of third parties who allege that they suffer and/or have suffered damage as a result of or in connection with the services provided and/or work performed by The Firm on behalf of the client. This article 7.2 is also an irrevocable third-party clause.
- 7.3
  - a. Payment of The Firm's invoices must be made within 14 (fourteen) days of the invoice date. Notwithstanding the foregoing, invoices for advance payments (the so-called retainer invoices) must be paid immediately, but in any event before commencement of the services and work. With regard to the payment of invoices issued by The Firm any suspension ('*opschorting*') or set-off ('*verrekening*') against The Firm is expressly excluded.
  - b. If an invoice is not paid on time, the client is in default without notice of default ('*ingebrekestelling*') and owes statutory commercial interest ('*wettelijke handelsrente*') (interest on interest) on the outstanding amount. If the client is not acting in the exercise of a profession or business, he shall be liable for the statutory interest ('*wettelijke rente*') (interest on interest).
  - c. If payment is not made on time, the client shall owe judicial and extra-judicial collection costs, starting at a minimum of 15% (fifteen percent) of the amount to be collected. All judicial and extra-judicial costs related to the collection of invoices shall be borne by the client. The judicial costs are not limited to the costs of the legal proceedings ('*de te liquideren proceskosten*') but shall be borne in full by the client, if the client is (largely) ruled against.
- 7.4 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) are irrevocably entitled (possibly with immediate effect) to suspend ('*opschorten*'), interrupt ('*staken*') or terminate ('*beëindigen*') the contractually agreed services and/or work (also during any legal proceedings and irrespective of the stage of the legal proceedings), if invoices older than 14 (fourteen) days have not been paid or retainer invoices for agreed advance payments have not been paid, if in The Firm's judgement the credit risk associated with the client and/or the paying third party is too high or the continuity of the business of the client and/or the paying third party is not sufficiently assured. This article 7.4 is also an irrevocable third-party clause.
- 7.5 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party as a result of (possibly with immediate effect) suspending ('*opschorten*'), interrupting ('*staken*') or terminating ('*beëindigen*') the contractually agreed services and/or work because the client has not paid invoices older than 14 (fourteen) days or retainer invoices for agreed advance payments, if in The Firm's judgement the credit risk associated with the client and/or the paying third party is too high or the continuity of the business of the client and/or the paying third party is not sufficiently assured. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 7.5 is also an irrevocable third-party clause.

## Article 8: Engagement of third parties

- 8.1 In the performance of the assignment The Firm may engage third parties, i.e. persons other than The Firm and persons involved with The Firm (including but not limited to notaries, couriers, bailiffs, translators, experts and foreign legal advisers), to the extent desirable for the performance of the assignment. The Firm may give the assignment to the third party in its own name or as an authorised representative acting in the client's name. The Firm shall exercise due care when engaging third parties not involved with The Firm. The client is bound by the conditions that The Firm (in its own name or as an authorised representative acting in the client's name) agrees with third parties engaged by it. The Firm is neither liable for any failure of any kind on the part of such third parties, nor for any damage arising out of any act or omission of such third parties.
- 8.2 When third parties are engaged, those third parties are deemed to have been engaged directly by the client. The client is directly the client (commissioner) of the relevant third parties. The client's relationship with the relevant third parties and the services provided and to be provided by the relevant third parties and/or the work performed and to be performed by the relevant third parties are subject to the general terms and conditions of the relevant third parties.
- 8.3 When third parties are engaged, these General Terms and Conditions apply to the services provided and to be provided by The Firm and/or to the work performed and to be performed by The Firm, and - in accordance with this article 8 of these General Terms and Conditions - the general terms and conditions of the third parties apply to the services provided and to be provided by such third parties and/or to the work performed and to be performed by such third parties. Each of these general terms and conditions contains and/or may contain, among other things, a limitation of liability and a choice of forum ('forumkeuze'). Also for the purpose of any liability issues, the client is considered to be the client (commissioner) of each of these firms/parties/service providers separately.
- 8.4 The Firm assumes and to the extent necessary hereby confirms that The Firm is authorised by the client and has the power to accept the conditions between the client and the third party (inter alia but not limited to a limitation of liability and/or choice of forum ('forumkeuze')) on behalf of the client.
- 8.5 Unless expressly agreed otherwise, The Firm does not guarantee payment of fees and costs by the client to such third parties.

## Article 9: Rates

- 9.1 All assignments shall be performed for the agreed fee, or in the absence thereof for a reasonable fee, which shall in principle be determined on the basis of the number of hours worked multiplied by the (hourly) rates set by The Firm. All amounts to be invoiced shall be increased by any disbursements (such as court fees, bailiff's fees, third party costs, etc.) and (if applicable) the statutory turnover tax payable. The fee and the other costs shall in principle be invoiced to the client once every 14 (fourteen) days or once a month for the immediately preceding period and accompanied by a specification.

9.2 The Firm has the right to change the basic hourly rate it charges, and the travel allowance it charges for travel by car or train. In principle, the agreed rates shall be adjusted or increased annually, or from time to time, respectively, by The Firm. Changes to the rate shall be announced by The Firm in as timely a manner as possible and shall in principle not have retroactive effect. If the change involves an increase of more than 10% (10 percent), or if an increase occurs within 3 (three) months of awarding the assignment between The Firm on the one hand and the client on the other hand or within 3 (three) months of the previous increase, the client has the right to terminate the Agreement. The right of termination lapses ('vervalt') on the 15<sup>th</sup> day after the invoice date of the first invoice sent to the client, following an increase in the basic hourly rate and/or aforementioned travel allowance.

9.3 In addition to the provisions of article 9.2, changes in the interest ("belang") of the case, the level of urgency, the number of years of experience and/or the specialisms of the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) may lead to (possibly temporary) adjustment of the agreed rate. This shall be announced by The Firm in as timely a manner as possible and shall in principle not have retroactive effect.

9.4 a. The Firm does not handle cases and assignments based on the Dutch statutory system for legal assistance ('toevoegingen', i.e. State-funded legal aid with or without a personal contribution). All services provided and work performed by The Firm shall be paid by the client in the manner set forth in article 9.1 of these General Terms and Conditions. Accordingly, the client shall not invoke subsidised legal aid.  
 b. The Firm is entitled to and shall suspend ('opschorten'), interrupt ('staken') or terminate ('beëindigen') (possibly with immediate effect) its services and work (also during any legal proceedings and irrespective of the stage of the legal proceedings) if the client, in violation of the provisions of article 9.4 sub a of these General Terms and Conditions, does invoke subsidised legal aid.

9.5 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party as a result of (possibly with immediate effect) suspending ('opschorten'), interrupting ('staken') or terminating ('beëindigen') the services and work pursuant to the grounds specified in article 9.4 sub b of these General Terms and Conditions. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 9.5 is also an irrevocable third-party clause.

## Article 10: Advance payment

10.1 The Firm is at all times, both at the commencement of a file or case and during the term of a file or case, entitled to work on the basis of advance payments ('voorschotten') or to switch to working on the basis of advance payments, and to accordingly require payment of an advance.

10.2 If work on an advance payment basis applies, a retainer invoice for an advance payment shall be sent before commencement of the provision of the agreed services and/or performance of the agreed work. The Firm shall not commence services and/or work until receipt of the full amount specified on the retainer invoice.

- 10.3 Also during the performance of the services and/or work or before commencement of additional services and/or work applies that, if The Firm decides to work on an advance payment basis, The Firm shall not proceed with (further) services and/or work or commence with additional services and/or work until the corresponding advance payment has been received by The Firm.
- 10.4 The advance paid by the client shall be set off by The Firm against a subsequent invoice sent to the client with respect to the assignment.
- 10.5 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) are irrevocably entitled to suspend ('*opschorten*'), interrupt ('*staken*') or terminate ('*beëindigen*') (possibly with immediate effect) the contractually agreed services and/or work (also during any legal proceedings and irrespective of the stage of the legal proceedings) if payment of a retainer invoice for an advance payment invoice is not made. This article 10.5 is also an irrevocable third-party clause.
- 10.6 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party as a result of (possibly with immediate effect) suspending ('*opschorten*'), interrupting ('*staken*') or terminating ('*beëindigen*') the services and work pursuant to the grounds specified in article 10.5 sub b of these General Terms and Conditions. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 10.6 is also an irrevocable third-party clause.

## **Article 11: Communication and electronic transmission of information and data**

- 11.1 The client and The Firm agree to communicate, *inter alia*, by (mobile) phone, email, WhatsApp and other electronic methods (such as video conferencing) using electronic techniques, electronic equipment, internet and applications, also with respect to third parties involved.
- 11.2 Messages are sent in unencrypted form and the client agrees to this, unless expressly agreed otherwise by the parties prior to transmission.
- 11.3 The client and The Firm must ensure secure communication using electronic techniques, electronic equipment, internet and applications by using standard conventional anti-virus protection.
- 11.4 The client is aware of the risks associated with communicating by (mobile) phone, email, WhatsApp and other electronic methods (such as video conferencing) using electronic techniques, electronic equipment, internet and applications. The client is aware that third parties may possibly be able to gain unauthorised access to, read and make changes to information, data and documents communicated by email or through other electronic techniques, electronic equipment, internet and applications.
- 11.5 When the client has sent messages and/or documents to The Firm that the client considers to be important, the client must verify that such messages and/or documents have reached the addressee at The Firm in a timely manner and in intact condition.
- 11.6 The client shall notify The Firm in writing by registered mail ('*aangetekende post*') if the client wishes to discontinue communication by email, WhatsApp and/or other electronic methods.

- 11.7 The client and third parties are prohibited from making any changes to any messages and documents sent electronically by The Firm unless prior written permission for this has been obtained from The Firm.
- 11.8 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client and/or any third party in connection with risks related to the electronic transmission of messages, information, data and documents (by means of electronic techniques, electronic equipment, internet and applications (including but not limited to email, WhatsApp, WeTransfer, etc.)) and the communication, (video) conversations and (video) conferences that take place by means of electronic techniques, electronic equipment, internet and applications (including but not limited to (mobile) phones, Zoom, Teams, WhatsApp, etc.). In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 11.8 is also an irrevocable third-party clause.

#### **Article 12: Digital storage, data processing and data protection**

- 12.1 The client agrees - as set forth above in article 11 - to electronic data exchange by means of electronic transmission of messages, information, data, documents (by means of electronic techniques, electronic equipment, internet and applications such as among others but not limited to email, WhatsApp, WeTransfer, etc.) and communication, (video) conversations and (video) meetings that take place with the use of electronic techniques, electronic equipment, internet and applications (including but not limited to (mobile) phones, Zoom, Teams, WhatsApp, etc.) and understands that, despite the security measures implemented by The Firm, it cannot be guaranteed with absolute certainty that unauthorised persons are unable to gain access.
- 12.2 The client is aware, understands and agrees that The Firm collects, stores and processes client-related personal data and data and other records that may contain information that can be traced back to the client in order to fulfil the Agreement with the client and in order to comply with professional obligations and applicable laws, to avoid conflicts of interest, to ensure the independence of The Firm as well as to use, among other things, standardised systems for recording and substantiating performance. This may in some cases also require the transfer of data and information between The Firm and third parties (e.g. companies affiliated with The Firm, collaborative partners, network partners of The Firm, administrative staff, the accountant, tax specialist, professional IT service providers, software or application providers/suppliers, etc.). The same applies to advisors and third parties with whom The Firm collaborates in connection with the assignment, with the consent of the client.
- 12.3 The Firm shall devote such care as may reasonably be expected of it to securing the data of the client and third parties.
- 12.4 Any collection, storage, processing and transfer of client-related personal data and data shall be carried out in full compliance with applicable national and European data protection laws and regulations and, where required and permitted by law, shall only be carried out after obtaining the client's consent.

- 12.5 The Firm and the persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) irrevocably do not accept any liability whatsoever and are irrevocably never liable with respect to the client and/or any third party for any damage suffered and/or to be suffered by the client or any third party in connection with risks associated with data storage and processing (personal) data, such as, for example, but not limited to, the loss of data or unauthorised data access. In such cases, the client as well as any third party irrevocably have no right to compensation for any damage suffered and to be suffered by the client or any third party in that connection. This article 12.5 is also an irrevocable third-party clause.
- 12.6 The client indemnifies The Firm and persons involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) against claims of third parties and other damage suffered by The Firm or any person involved with The Firm (including but not limited to its directors, employees, associates, deputies, etc.) in connection with any unlawful processing of personal data in the performance of the assignment, insofar as The Firm has received such personal data from the client or on behalf of the client. This article 12.6 is also an irrevocable third-party clause.

### **Article 13: Privacy Statement**

For more information on how The Firm handles the collection, processing and retention of personal data and personal information, The Firm refers you to its Privacy Statement. The Privacy Statement will be sent free-of-charge at the first request and can also be viewed on The Firm's website ([www.jflegal.nl](http://www.jflegal.nl)).

### **Article 14: Complaints procedure**

The Firm has a complaints procedure that applies to all agreements between The Firm and the client and any (advisory) services provided and/or work performed in this context with respect to companies that are involved with or were at any time involved with the client, other entities or natural persons as referred to in article 6.5 of these General Terms and Conditions. The complaints procedure will be sent free-of-charge at the first request and can also be viewed on The Firm's website ([www.jflegal.nl](http://www.jflegal.nl)).

### **Article 15: Termination of the Agreement**

- 15.1 The client may terminate the Agreement or assignment at any time, but only by written notification sent to the client's contact person at The Firm.
- 15.2 The Firm may terminate the Agreement or assignment subject to a notice period of 14 (fourteen) days, or with immediate effect in the cases stipulated in these General Terms and Conditions, but always only by written notification sent to the client.
- 15.3 When the assignment ends, the client owes a fee for work performed by The Firm before the end of the Agreement or assignment and for any work that The Firm may need to perform after termination in order to transfer the file or case to the client or a third party.

### **Article 16: Miscellaneous**

- 16.1 These General Terms and Conditions are also stipulated for the benefit of all persons engaged in the performance by and/or on behalf of The Firm of any assignment, respectively all persons for whose acts or omissions The Firm may be liable. These General Terms and Conditions therefore contain, to the extent necessary and applicable, irrevocable third-party clauses for the benefit of these third persons.

- 16.2 The Firm shall keep its files, all documents and other data carriers in its possession pursuant to the assignment for at least the statutory retention period ('*wettelijke bewaartijd*'). Upon expiration of that period, The Firm is entitled to destroy them without notifying the client.
- 16.3 All agreements, these General Terms and Conditions and all reciprocal claims arising from or in connection with the agreement(s) between the client and The Firm are exclusively governed by the laws of The Netherlands.
- 16.4 In the event of disputes arising from the Agreement between the client and The Firm, the client and The Firm shall try to resolve the disputes amicably before resorting to legal measures.
- 16.5 Notwithstanding the provisions of article 14, disputes in the first instance shall be resolved exclusively by the District Court of Rotterdam, the Netherlands. In addition, The Firm has the right to request and/or initiate interim and/or protective measures before or through a court, which would be competent in the absence of the provision in the first sentence of this article 16.5, and/or to submit disputes to a court, which would be competent in the absence of the provision in the first sentence of this article 16.5. The foregoing applies without prejudice to the right of The Firm to apply at any time and at its sole discretion (also) to any other competent court within or outside The Netherlands in connection with interim and/or protective measures and/or to submit the dispute to the competent court in the place of business of the other party or to any other competent court within or outside The Netherlands. The foregoing applies without prejudice to the right of both parties to submit a budget request ('*begrotingsverzoek*') to the Supervisory Board of the Rotterdam Bar Association ('*Raad van Toezicht van de Orde van Advocaten Rotterdam*') pursuant to Section 32 of the Dutch Civil Cases (Fees) Act ('*Wet Tarieven in Burgerlijke Zaken*').
- 16.6 These General Terms and Conditions have been drawn up in the Dutch and English languages; the Dutch text shall be binding in the event of any difference in content or intent.

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