

GENERAL CONDITIONS OF FYRM. ADVOCATEN B.V.

1. FYRM. Advocaten B.V. (CoC no: 27267593 and also trading under the name FYRM. Advocaten) is a private company with limited liability incorporated under Dutch law, which is a practicing law firm.
2. The stipulations in these general conditions apply to: 1) FYRM. Advocaten B.V., 2) all affiliated corporations, 3) all others who are employed by FYRM. Advocaten B.V., 4) all those whose services FYRM. Advocaten B.V. engages in the execution of any assignment, and 5) all persons for whose actions or omissions FYRM. Advocaten B.V. may be held liable.
3. All agreements with and all assignments to FYRM. Advocaten B.V. are subject to these general conditions and any additional or subsequent assignment of the client to FYRM. Advocaten B.V. will also be subject to these general conditions.
4. All assignments will be accepted and carried out exclusively by FYRM. Advocaten B.V. This shall apply also if it is the express or tacit intention that a particular person is to carry out an assignment. The applicability of Articles 7:404 and 7:407, paragraph 2, of the Netherlands Civil Code is expressly excluded.
5. If the execution of an assignment by FYRM. Advocaten B.V. result in its liability, such liability will always be limited to the amount which is paid out in the matter concerned under the liability insurance policy taken out by FYRM. Advocaten B.V., with due observance of the provisions set out in article 8. The limitation of the professional liability insurance is € 2.000.000,- per claim (and € 250.000,- in case of a payment error) and the limitation of the corporate liability insurance is € 1.250.000,-. This will be increased with the amount of the excess borne by FYRM. Advocaten B.V. according to the applicable insurance contract.
6. If for whatever reason no payment is made under the insurance policy referred to in articles 5, any liability will be restricted to twice the sum invoiced by FYRM. Advocaten B.V. in that particular matter in the year in which the event occurred which resulted in its liability, up to a maximum of € 25,000.
7. FYRM. Advocaten B.V. is authorised to accept, on client's behalf, any limitations of liability of third parties as referred to in article 4. Any liability of FYRM. Advocaten B.V. for shortcomings of third parties will be limited to the amount that the client could have received from that third party if he were to hold that party directly liable.
8. The limitation of liability as mentioned in these general conditions also applies to damage that results from the faulty performance of the equipment, software, data files, registers or other goods and/or means used by FYRM. Advocaten B.V. in the execution of the assignment, with no exceptions, as well as to damage caused by computer viruses and the interception of audio and/or data transmissions by phone, fax and/or e-mail.
9. All rights of action and any other rights against FYRM. Advocaten B.V., for whatever reason, will become extinct if they have not been submitted to FYRM. Advocaten B.V. in writing and with substantiation within a year following the time when the client was aware or, in reasonableness, could have been aware of the facts on which he bases his rights.
10. FYRM. Advocaten B.V. is entitled to increase the hourly rate that it charges once a year according to the consumer price index (CPI), series all households (2000=100) published by the Statistics Netherlands (CBS), which will not give the client a reason

to terminate the assignment granted to FYRM. Advocaten B.V.

11. The term of payment for invoices from FYRM. Advocaten B.V. is fourteen (14) days following the invoice date, unless stipulated otherwise in writing by FYRM. Advocaten B.V. If the term of payment is exceeded, the client will be in default *ipso jure*.
12. FYRM. Advocaten B.V. may request an advance payment from the client at any time (deductible from the final settlement).
13. FYRM. Advocaten B.V. is entitled to suspend its activities for an assignment that it has been granted if the client fails in the performance of his (financial) obligations. If this failure continues after due notice, FYRM. Advocaten B.V. will be entitled to terminate the assignment.

FYRM. Advocaten B.V. will only resume the assigned work after a dispatched advance invoice has been paid.

14. These general conditions have been drawn up in Dutch and translated into English. In case of differences in the interpretation of these general conditions, the Dutch text will prevail.
15. The legal relationship to which these general conditions apply is governed by Dutch law. Any disputes will be settled by the Court of The Hague, The Netherlands. Contrary to the provision set out in the preceding sentence, if FYRM. Advocaten B.V. is the claimant it will be authorized to bring the dispute before the appropriate foreign court.

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