

## General Terms and Conditions of Lawyers Alliance

### **Article 1 – Applicability**

1. **Lawyers Alliance** is a partnership under Dutch Law, registered with the Chamber of Commerce (*Kamer van Koophandel*) in Amsterdam under number 55169678, comprising legal persons with limited liability as well as natural persons, but each practicing law for their own account and at their own risk (such persons referred to as “**Attorney-at-law**”). When an Attorney-at-law acts under the name Lawyers Alliance in accepting, performing or terminating an engagement, it is solely the Attorney-at-law who has bound his/herself and not the partnership Lawyers Alliance.
2. These general terms and conditions of Lawyers Alliance (“**General Terms**”) are applicable to any and all engagements accepted by the Attorney-at-law (an “**Engagement**”), unless explicitly agreed otherwise in writing.
3. The General Terms apply also to any legal relationships and additional and subsequent engagements arising from a letter of engagement to which the General Terms were attached and accepted by the client. In such circumstance the client will be deemed to be familiar with the General Terms and their applicability.
4. The General Terms are also stipulated for the benefit of any other Attorney-at-law than the Attorney-at-law that accepted the Engagement (the latter Attorney-at-law hereinafter the “**Engaging Attorney-at-law**”).
5. General terms and conditions of the client shall not be applicable to any Engagement.

### **Article 2 – Engagement**

1. Towards the client the Engaging Attorney solely shall be regarded as the party that accepted the Engagement, also in the event that the Engagement is (partly) performed by another Attorney-at-law.
2. At all times the Engaging Attorney may at his/her discretion seek the assistance of another Attorney-at-law in expediting an Engagement, unless this has been explicitly excluded in the relevant letter of engagement.
3. Dutch Civil Code articles 7:404 (which relates to the situation where it is the client’s intention that an engagement be performed by a specific person) and article 7:407(2) (which imposes a joint and several liability where an engagement is given to two or more persons) are dis-applied.
4. Engagements shall be performed for the benefit of the client exclusively. No third parties rights shall derive from the content of the work performed for any Engagement.
5. An Engagement does not constitute an employment contract. There is no relation of authority.

### **Article 3 – Fees, expenses and advance payment**

1. The client shall timely pay the agreed fees and in addition, unless explicitly agreed otherwise in writing, all disbursements and expenses reasonably incurred in the performance of the Engagement, such as travel and subsistence expenses, costs of third parties engaged in consultation with the client, court fees, bailiff's, extracts from public registers and the like. All fees and disbursement and expenses shall be liable to applicable VAT rate, which shall be added at the appropriate rate.
2. Unless explicitly agreed otherwise in writing, the fee shall be determined on the basis of the dedicated time and the hourly rate agreed for the relevant assignment.
3. The Engaging Attorney is entitled to require the client to make an advance payment and in such circumstances only to proceed with an Engagement (or suspend performance of an Engagement) until receipt of such advance payment. The advance payment shall be set-off against the final invoice issued in respect of the Engagement.

### **Article 4 – Invoicing and payment**

1. The Engaging Attorney shall be entitled to invoice the client monthly for the work performed, and expenses incurred.
2. Invoices shall be paid in Euros within fourteen (14) days of the invoice date, unless a different payment term has been agreed in writing. Invoices shall be settled in full without deduction or withholding on account of taxes or other charges by transferring the amount due to the bank account stated on the invoice. Invoices shall be settled in full. The client shall not suspend or set-off payment.
4. If the payment term is exceeded, the client shall be in default and, without prejudice to any other rights of the Engaging Attorney, be liable to pay the statutory default interest. All judicial and extra judicial collection costs incurred by the Engaging Attorney shall be for the account of the client. The extra judicial collection costs amount to at least fifteen percent (15%) of the amount due.
5. If the payment term is exceeded, the Engaging Attorney shall be entitled to suspend an Engagement after having informed the client of its intention to do so and after having given the client a short period of time to fulfil its payment obligations. Neither the Engaging Attorney nor any other Attorney-at-law or third party engaged by the Engaging Attorney, shall be liable for damages resulting from such suspension of the Engagement.

### **Article 5 – Engagement of third parties**

1. In consultation with the client, the Attorney-at-law may engage third parties for the performance of (parts of) the Engagement.
2. By engaging the Engaging Attorney, the client authorizes the Attorney-at-law to accept on behalf of the client a limitation of liability in respect of such third parties.

## **Article 6 - Liability**

1. If in performing an Engagement an event occurs, resulting in an Attorney-at-law becoming liable for such event, then such liability shall be limited to the amount paid out pursuant to the professional liability insurance of that Attorney-at-law increased by the amount of the applicable deductible.
2. If, for whatever reason, no amount is paid out under the professional liability insurance, the liability of the Attorney-at-law shall be limited to the fee paid by the client to the Attorney-at-law in respect of that part of the work performed under the assignment giving rise to the claim in damages. This limitation of liability shall be inapplicable should it be proved that the losses incurred were the direct result of an intentional act of gross negligence or willful recklessness on the part of the Attorney-at-law.
3. The Attorney-at-law shall not be liable for any failures of third parties that have been engaged in consultation with the client.
4. Any claims for damages expires after a period of one (1) year from the day following the day on which the client became aware of the damages and of the Attorney-at-law as the liable party.

## **Article 7 – Confidentiality and data**

1. Information received from the client by the Attorney-at-law and designated as confidential, or the confidential nature of which should have been understood by the Attorney-at-law, shall be treated confidentially.
2. The Engaging Attorney shall take appropriate measures to protect the confidentiality of the data received from the client.
3. The client agrees to the electronic exchange of data (internet and e-mail) and is fully aware of the fact that despite the necessary safety precautions taken by the Attorney-at-law, it cannot be guaranteed that unauthorized persons will access the data.
4. The Engaging Attorney may use client's name and a short description of the work performed for client relationship management, in as far as such use does not violate article 7.1 of the General Terms.

## **Artikel 8 – Applicable law and jurisdiction**

1. All agreements and legal relationships with an Attorney-at-law shall be governed by the laws of The Netherlands.
2. All disputes between a client and an Attorney-at-law will in the first instance be referred to the court in Amsterdam which shall have exclusive competence.