

General Terms & Conditions

LawsLinked

- 1. Applicability:** LawsLinked legal & tax services (hereafter: "LawsLinked") is a partnership under Dutch law, some of which are limited liability companies, which together exercise the legal and fiscal legal practice. A list of partners will be made available upon request. All work, assignments and other forms of service provided by LawsLinked, or any lawyers, advisers, tax specialists, lawyers or employees associated with LawsLinked (hereafter: "professionals") are exclusively accepted and executed under the express applicability of these General Terms and Conditions and with the express disregard of general or purchasing conditions of the client. These General Terms and Conditions also apply to any follow-up assignments. These General Terms & Conditions have been drawn up for the partners of LawsLinked, the partners that can be private limited companies, those who are working together with LawsLinked, as well as those who are engaged by LawsLinked, or have been engaged by LawsLinked. Deviations from these conditions can only be made in writing.
- 2. Assignments:** All assignments are exclusively accepted by LawsLinked and accepted under simultaneous application of these general conditions. The responsibility for the execution of all assignments, etc., rests exclusively with LawsLinked and not with its professional practitioners, even if it is the express or tacit intention that an assignment is carried out by a certain person associated with LawsLinked. The applicability of Sections 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code to all assignments accepted by LawsLinked is expressly excluded. Execution of the assignments takes place exclusively for the benefit of the client. Third parties can not derive any rights from the content of the work performed. The client guarantees the correctness, completeness and reliability of the information provided to LawsLinked. Lawyers affiliated with LawsLinked conduct their activities in accordance with the Code of Conduct, established or to be determined by the Netherlands Bar Association, on which rules LawsLinked could also invoke.
- 3. Liability:** Any liability of LawsLinked and its practitioners in person for damages (including failures) as a result of or in connection with their (intended) services, regardless of the basis of that liability, is limited to the amount that is set in the relevant in the case of professional liability insurance taken out by LawsLinked, plus the amount of the excess that is paid by LawsLinked pursuant to the policy conditions. If for whatever reason no payment is made under this professional liability insurance, any liability of LawsLinked and / or its professionals is limited to a maximum amount of € 2,500 or, if the fee charged is higher, to an amount equal to the fee. with a maximum of € 7,000.00. This limitation of liability is also motivated by the rates applied by LawsLinked. If a different - higher - liability ceiling is desired by the client, prior written agreement must be reached separately. Any liability of LawsLinked and / or its professionals for consequential damage is excluded. Without prejudice to Section 6:98 of the Dutch Civil Code, the right to compensation as set out in these General Terms and Conditions expires at least twelve months after the event from which the damage arises directly or indirectly and for which LawsLinked and / or its professional practitioners are or are not liable.
- 4. Liability for third parties:** LawsLinked is authorized to use the services of third parties (including notaries, bailiffs, external lawyers, translators and agents) in the performance of the work, insofar as LawsLinked does this for proper execution. of the service is necessary or conducive and will exercise due care in the selection of the third parties to be engaged. LawsLinked is not liable for any errors or shortcomings or any damage caused by shortcomings of these (or other) third parties. If such a third party wishes to limit his or her liability, LawsLinked has the authority to accept this liability limitation also on behalf of the client. Not only LawsLinked, but also its professional practitioners and third parties engaged externally who are involved in the execution of an assignment can appeal to these General Terms and Conditions.
- 5. Third party clause:** These general terms and conditions also constitute an irrevocable third-party clause for the benefit of LawsLinked professionals.
- 6. Declarations:** For the execution of an assignment, the client is the fee, plus 6% office costs (including data protection, telephone, postage fees and secretarial support), (taxed / untaxed) disbursements (such as bailiff costs, court fees, other fees), travel and accommodation costs (€ 0.45 per kilometer by car) and (where applicable) turnover tax on fees. In principle, no estimates or estimates are given to indicate the time possibly to be spent in a particular case or the eventual amount of the fee or costs of third parties involved in the handling of a particular case, solely in order to provide the client with a non-binding indication, necessary to weigh up the interests involved, if any. LawsLinked is always entitled to demand payment of an advance from the client. The work can be suspended until the deposit has been paid. A received advance is deducted from the final settlement of the assignment. Unless otherwise agreed, the fee is based on a fixed hourly rate, which is determined upon acceptance of the assignment, and is established by multiplying the number of hours worked by the hourly rate. Special costs, including disbursements, are charged separately. This also applies in particular to invoices issued to LawsLinked by notaries who, at its request, have executed deeds, registered with the trade register, or otherwise performed services for LawsLinked on behalf of the client. The applicable hourly rates can be adjusted to the special circumstances of the case, including the financial interest, the specialist knowledge to be applied and the required speed. LawsLinked invoices exclusively electronically. A paper version of the invoice is sent on written request and against payment of a fee.
- 7. Payment:** LawsLinked invoices every month for the services provided in the previous month, with a payment term of 14 calendar days, whereby LawsLinked can unilaterally change this frequency of invoicing and the payment term. Payment of the invoice presupposes acceptance of the corresponding work. Subject to proof to the contrary, the hourly specification serves as proof of the time spent on the case.
In the absence of timely payment, notice of default shall be given without notice of default and LawsLinked shall be entitled to charge the statutory interest of article 6: 119a of the Dutch Civil Code without any notice of default, as well as all (extra) judicial (collection) costs incurred by LawsLinked, including the full costs of internally or externally engaged lawyers.

8. **Third party funds:** Third party funds intended for the client are deposited into the account of Stichting Derdengelden LawsLinked. Due to the actual retrievability, no interest is paid for the duration of the funds due under the foundation of the client. Unless expressly agreed otherwise or the nature of the deposit prevents this, any and all notice to the client may and may be set off at any time by a possible positive balance of the client with the said foundation with outstanding declarations from LawsLinked.
9. **Data:** LawsLinked registers personal and business data of the client and its representative (s). The Client gives permission in advance to transfer this information to third parties to the extent that this is necessary or conducive to the correct performance of the services provided by LawsLinked. By granting an assignment to LawsLinked, the client gives permission to LawsLinked to determine his identity. LawsLinked reserves the right to take part in communication with the client and third parties by using electronic means of communication, such as the internet, e-mail, fax, mobile phone and other telephony; LawsLinked can not vouch for any infringement by third parties. The Client accepts that any liability of LawsLinked is excluded for (consequential) damage that arises if and because third parties without permission obtained from LawsLinked have access to confidential information.
10. **End of the assignment:** Both client and LawsLinked can terminate the assignment and other activities at any time, on the understanding that LawsLinked will terminate an assignment in the interim and unilateral only in such a careful manner that the client suffers as little disadvantage as possible. An interim termination does not affect the chargeability of the amounts invoiced and yet to be invoiced by LawsLinked.
11. **Disputes, language, applicable law and choice of forum:** The legal relationship between LawsLinked and the client is fully governed by Dutch law. A dispute must have been brought by the client within a period of 12 months after termination of the service to which the dispute relates. In the first instance, disputes will only be judged by the District Court of Amsterdam, on the understanding that LawsLinked will continue to be entitled to appeal to the court in a court that, without the above choice of forum, would be competent to hear disputes between LawsLinked and the client. If LawsLinked is in the right in any legal proceedings against a client, this client owes LawsLinked compensation of the full costs incurred by LawsLinked outside and in law, including the full costs of lawyers and other advisors engaged by LawsLinked internally or externally. .

These General Terms and Conditions drawn up in the Dutch language prevail over the General Terms translated into a foreign language by LawsLinked. In the event of a dispute about the content or scope of these General Terms and Conditions, the Dutch text is binding.

If any part of these General Terms and Conditions should be void or be nullified, the other provisions of these General Terms and Conditions remain in full force and parties are bound to make an effort to determine in good consultation a replacement clause that is valid and that the the original intention of the parties as much as possible.

LawsLinked is entitled to unilaterally amend these Terms and Conditions if it deems this desirable. After the amended General Terms and Conditions have been deposited and sent to LawsLinked's clients, the amended General Terms and Conditions also apply to LawsLinked commissions that have been made prior to the change.

LawsLinked is based in Amsterdam and registered in the Trade Register under number 65364686. The correspondence address is: Kabelweg 57, 1014 BA Amsterdam, The Netherlands.

These General Terms and Conditions were filed with the Chamber of Commerce on January 15, 2018, also available on www.lawslinked.nl and will be sent free of charge on first request.