



FIRST LEGAL

General terms and conditions Nierman Advocatuur B.V. and Privacy regulations

("Terms and Conditions")

1. Applicability

- 1.1. Nierman Advocatuur BV is a private company with limited liability, registered in the Trade Register of the Chamber of Commerce under number 75097400, which operates a law firm trading under the name Nierman Advocatuur B.V. | First Legal (hereinafter also referred to as "Nierman Advocatuur | First Legal"). Nierman Advocatuur | First Legal has entered into a cooperation agreement with the private company with limited liability First Legal B.V. (registered in the Trade Register of the Chamber of Commerce under number 63436698). Nierman Advocatuur | First Legal acts at its own expense and risk.
- 1.2. These general terms and conditions apply to the entire legal relationship between Nierman Advocatuur | First Legal and its client for whatever reason, including but not limited to all assignments to and work performed by Nierman Advocatuur | First Legal, its legal successor (s), its director (s), the lawyers, lawyers or other (auxiliary) persons and employees employed by her and also apply to legal relationships that arise from or are related thereto and the phase prior to the conclusion of an assignment agreement. The general terms and conditions also remain in force after the agreed work has been completed and / or the assignment has been terminated.
- 1.3. Applicability of the client's general terms and conditions is excluded and is hereby expressly rejected as far as applicable.
- 1.4. Nierman Advocatuur | First Legal is at all times entitled to unilaterally change these terms and conditions, which changes will then apply i) to all assignments that have been issued after the change, and ii) to all current assignments provided that the client has been informed of this and did not object within 14 days.
- 1.5. These general terms and conditions are also stipulated for those (legal) persons and third parties who are directly or indirectly involved in any way (including but not limited to the director(s) and shareholder(s) of Nierman Advocatuur | First Legal and the auxiliary persons employed by Nierman Advocatuur | First Legal) in the services provided by Nierman Advocatuur | First Legal and / or all (legal) persons for whose actions or negligence Nierman Advocatuur | First Legal may be (legally) liable.

2. Assignment

- 2.1. All assignments are deemed to be given to and accepted by Nierman Advocatuur | First Legal. This also applies if it is the express or implied intention that the assignment is carried out by a specific person. The operation of articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is expressly excluded.
- 2.2. The client indemnifies Nierman Advocatuur | First Legal against (further) claims of third parties, including the reasonable costs of legal assistance, which are in any way related to the work carried out for the client, unless this is the result of gross negligence or intent.

3. Fee and disbursements

- 3.1. The costs of execution of the assignment by Nierman Advocatuur | First Legal include the fee of persons who have been deployed for the purpose of the assignment, any disbursements and sales tax.



- 3.2. Nierman Advocatuur I First Legal does not charge office costs.
- 3.3. Unless explicitly agreed otherwise between the parties, the fee is determined on the basis of the time spent (the number of hours worked) multiplied by the hourly rate applicable to the assignment in question and any follow-up assignments.
- 3.4. The hourly rate is determined on the basis of the hourly rate to be determined periodically by Nierman Advocatuur I First Legal, which rate depends on the experience and specialism of the person who actually performs the assignment, the financial interest and the degree of urgency involved in the assignment.
- 3.5. Nierman Advocatuur I First Legal will notify the client in writing of the applicable fee prior to or at the time of entering into the assignment. If this has not been done for a specific assignment, the fee that applies to the client in question in the last assignment applies. In the absence thereof, the fee as stated on the website of Nierman Advocatuur I First Legal applies.
- 3.6. The client is deemed to have accepted the fee if he does not protest in writing within 7 days of the date of the order confirmation or, in the event of an increase, within 7 days of the date of the invoice on which the relevant fee is stated.
- 3.7. Unless explicitly agreed otherwise, Nierman Advocatuur I First Legal is authorized to change the aforementioned hourly rate, also during the term of the assignment.
- 3.8. If the hourly rate is increased by more than 15% at once or within two months after commencement of the assignment, the client is authorised to terminate the agreement by means of a registered letter. The clients right to this termination expires after the payment term of the first invoice has expired after the hourly rate has been increased.
- 3.9. Disbursements are the actual costs incurred by Nierman Advocatuur I First Legal for the benefit of the client (such as court fees, bailiff costs, travel costs, costs of extracts, payment costs).

4. Payment

- 4.1. The costs related to the execution of the assignment will in principle be invoiced to the client once a month (afterwards). Nierman Advocatuur I First Legal is free to invoice in the interim period at any time.
- 4.2. The payment term for regular invoices is 14 days after the invoice date. Advance invoices must be paid immediately, but no later than 3 working days after the invoice date. The client is not entitled to suspend the obligation to pay invoices from Nierman Advocatuur I First Legal and / or to invoke the right of set off.
- 4.3. If an invoice is not paid within the payment period, the client is legally in default and interest shall be payable amounting to 1% of the principal sum due per month, part of the month being counted as one month.
- 4.4. If payment is not made even after a reminder, all (extra) judicial collection costs actually incurred will be due, with a minimum of the higher of 15% of the total invoice amount (including disbursements and sales tax) and € 250.00.
- 4.5. If an invoice is not paid within the payment period, the credit risk on a client is considered too high by Nierman Advocatuur I First Legal or it is deemed insufficiently certain that the client will be able to fulfill its payment obligations towards Nierman Advocatuur I First Legal, such at its discretion of Nierman Advocatuur I First Legal, Nierman Advocatuur I First Legal is authorised to suspend the execution of its work with immediate effect and without a notice of default being



required. Nierman Advocatuur I First Legal will inform the client of this in writing as soon as possible. Nierman Advocatuur I First Legal will continue to act as a good contractor during the duration of the suspension and will also take into account the legitimate interests of the client as much as possible. Nierman Advocatuur I First Legal is not liable for any damages suffered in any way as a result of this suspension of work.

- 4.6. The client grants Nierman Advocatuur I First Legal, as well as the foundation for managing third-party funds that Nierman Advocatuur I First Legal uses for the execution of its assignment (as stated in the order confirmation), in advance now for if then irrevocably and unconditionally consent to set off the funds received from or on behalf of the client (on the third-party account held by the aforementioned foundation) with or to use those funds for payment of any amount owed by the client to Nierman Advocatuur I First Legal.

5. Advance payments

- 5.1. Nierman Advocatuur I First Legal may require an advance payment from the client before the commissioned work is commenced. Nierman Advocatuur I First Legal is also entitled at all times to demand an advance payment from the client if the client, including but not limited to situations where invoices from Nierman Advocatuur I First Legal are not paid on time or it is foreseeable that the client will not pay invoices from Nierman Advocatuur I First Legal in time. The advance payment paid by the client will in principle be retained by Nierman Advocatuur I First Legal until the assignment has been completed or the work has been completed. Nierman Advocatuur I First Legal is entitled at all times and without separate approval from the client to settle the advance payment with outstanding claims against the client.

6. Liability

- 6.1. Nierman Advocatuur I First Legal has effected a professional liability insurance policy with a higher coverage than prescribed by the Dutch Bar Association.
- 6.2. Any liability for any reason whatsoever (including but not limited to shortcoming, wrongful act or otherwise) of Nierman Advocatuur I First Legal and the persons or entities for whom these general terms and conditions are also stipulated, is limited to an amount that is paid under the applicable insurance contract of Nierman Advocatuur I First Legal in the relevant case, increased by the amount of the deductible that under that insurance agreement in the relevant case is borne by Nierman Advocatuur I First Legal. If, for whatever reason, no payment is made under the aforementioned insurance policy, any liability of Nierman Advocatuur I First Legal and the persons or entities for whose benefit these general terms and conditions are also stipulated is limited to a maximum of the fee that was charged in the case concerned during 3 months prior to the event that caused the liability and, in the absence thereof, to a maximum of € 25,000.00.
- 6.3. If the execution of the assignment entails that Nierman Advocatuur I First Legal engages a (legal) person or third party that is not part of Nierman Advocatuur I First Legal to perform work in connection with the execution of an assignment, Nierman Advocatuur I First Legal is not liable for any damage whatsoever arising as a result of any act and / or omission of this (legal) person or third party.
- 6.4. (Legal) persons or third parties engaged in connection with the performance of an assignment may wish to limit liability. All assignments given to Nierman Advocatuur I First Legal also include the authority to accept that limitation of liability also on behalf of the client.



FIRST LEGAL

- 6.5. If, in connection with the performance of an assignment or otherwise, damage is caused to items or persons for which Nierman Advocaatuur I First Legal is liable, then that liability is limited to the amount that is paid out in the relevant case under the applicable insurance contract, plus the amount of the deductible that under the insurance agreement in the relevant case will be borne by Nierman Advocaatuur I First Legal.
- 6.6. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, a claim for damages lapses if the claim was not brought before the competent court within six months after the facts on which the claim was based were known to or could have been reasonably known to the client.
- 6.7. Nierman Advocaatuur I First Legal is not liable for indirect damage or consequential damage, including but not limited to loss of revenue or profit or missed savings and this liability is excluded under all circumstances.
- 6.8. Client is obliged to fully and correctly inform Nierman Advocaatuur I First Legal and to actively provide all information that is or may be important for the execution of the assignment. In the absence thereof, Nierman Advocaatuur I First Legal is not liable for damage resulting directly or indirectly from this.
- 6.9. The execution of the assignment agreement is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the aforementioned agreement or from the work performed, even if they are directly or indirectly to be regarded as interested parties. Nierman Advocaatuur I First Legal accepts no liability for any damage whatsoever, for work performed for a client, towards third parties. If the Client would provide any (written) advice, procedural documents and / or content of other services provided by Nierman Advocaatuur I First Legal, to third parties, the Client is obliged against Nierman Advocaatuur I First Legal to inform such third party that the relevant work has been performed under the applicability of these general terms and conditions of Nierman Advocaatuur I First Legal. The third party is not entitled to use the information provided without the prior written permission of Nierman Advocaatuur I First Legal. If permission is granted, the third party is bound by the content of these general terms and conditions.

7. Complaints

- 7.1. In the event of a complaint from a client about the work performed, it must be submitted in writing as soon as possible after discovery but no later than 30 days after the event that caused the complaint to Nierman Advocaatuur I First Legal for the attention of the board, on punishment of forsaking all rights of the client. The board of Nierman Advocaatuur I First Legal will, after considering the complaint and the file submitted in time, consult with the client as soon as possible in order to find a solution for the complaint.
- 7.2. In the event that Nierman Advocaatuur I First Legal would be held liable by a client related to works performed by Nierman Advocaatuur I First Legal, such claim must be addressed in writing to Nierman Advocaatuur I First Legal, for the attention of the board.

8. Other restrictive clauses

- 8.1. Subject to written permission from Nierman Advocaatuur I First Legal, the client is not permitted to directly or indirectly approach, recruit or to commission work to third persons who have been assigned or employed by Nierman Advocaatuur I First Legal related to an assignment from the



FIRST LEGAL

client, such approach, recruitment or commissioning other than by means of an assignment to Nierman Advocatuur I First Legal, under penalty of forfeiting an immediately claimable and non-moderating fine of € 25,000 per violation plus € 2,500 per day that the violation continues, with a maximum of € 50,000, without prejudice to all other rights of Nierman Advocatuur I First Legal, including but not limited to the right to full compensation (including loss of turnover) and compliance.

- 8.2. Client understands that the restrictive clauses and fines referred to in this article are reasonable and fair in view of the organizational form of Nierman Advocatuur I First Legal in particular, whereby Nierman Advocatuur I First Legal can make use of the services of external lawyers or persons for whom Nierman Legal profession I First Legal vis-à-vis its contractors must often enter into comparable obligations.

9. Archiving

- 9.1. The file is kept for seven years, after which Nierman Advocatuur I First Legal is free to destroy the file.

10. Applicable law / competent court

- 10.1. Dutch law applies to the legal relationship between Nierman Advocatuur I First Legal and its clients.
- 10.2. Only the competent court in Rotterdam is authorized to take cognizance of any dispute between Nierman Advocatuur I First Legal and a client. Nevertheless, Nierman Advocatuur I First Legal has the right to submit disputes to a competent Judge of the client's place of residence or place of business.
- 10.3. If the general terms and conditions are drawn up in different languages, the Dutch text is binding in the event of any difference in (insight into) the content and scope.

PRIVACY REGULATION

These Privacy Regulations form part of the aforementioned General Terms and Conditions. At Nierman Advocatuur I First Legal, your privacy is of paramount importance. We guarantee the security of the personal information that you have given us in confidence. We process your personal data in accordance with the General Data Protection Regulation (“AVG”). The privacy policy of Nierman Advocatuur I First Legal was last updated on 1 September 2019.

Personal Data

All information about an identified or identifiable natural person is personal data. The personal data that we collect is, among other things, provided to us by you. Your personal data could also be obtained by us from other sources, such as the Land Registry, the Trade Register of the Chamber of Commerce, another lawyer, counterparties or public sources.

Purposes and bases

The purposes for processing your personal data are:

- meeting our legal and lawful obligations;
- entering into and executing agreements with regard to legal services;
- providing our legal services;



FIRST LEGAL

- managing resulting relationships, including the execution of activities aimed at increasing the client base.

Your personal data is processed by us on the basis of one or several legal bases:

- the implementation of the agreement;
- compliance with a legal obligation;
- permission given by the client;
- common interest;
- legitimate interest.

Retention period

Nierman Advocatuur | First Legal does not store your personal data for longer than is necessary to achieve the purposes stated in this privacy policy or to comply with legislation and regulations.

Providing personal data to third parties

Under certain circumstances, we may also share your personal information with third parties, including, but not limited to:

- third parties that are important for the legal services that Nierman Advocatuur | First Legal provides, such as, for example, the other party / parties, lawyers, courts, government institutions and regulatory authorities;
- for the performance of our services, the personal data may also be transferred to countries outside the European Union, insofar as this is necessary for example for international legal proceedings or cross-border legal services;
- supervisors and other bodies in order to comply with legal obligations;
- external suppliers who are involved in the processing of your personal data for the purposes described in this privacy policy, such as, for example, suppliers of communication services, IT suppliers and / or other services.

In case of transferring your personal data to the above-mentioned third parties, this will only be done for the purposes and principles stated in the present privacy regulations.

The aforementioned third parties to whom we would provide your personal data, all have their own responsibility for compliance with privacy legislation. Nierman Advocatuur | First Legal is neither responsible nor liable for the processing of your personal data by these third parties. In the event of processing your personal data by the aforementioned third parties, in the capacity of processor of Nierman Advocatuur | First Legal, Nierman Advocatuur | First Legal shall enter into a processing agreement with the relevant third parties that meets the requirements of the General Data Protection Regulation.

Right of inspection, correction and objection

In the event that you would be related to our office, you have a number of rights:

- You have the right to view. A written can be requested by you to inspect the personal data that we have collected from you. However, circumstances may arise in which we are authorized, for example due to our legal right of non-disclosure, to comply with your request.
- You have the right to rectify or correct your data in the event of an inaccuracy or incompleteness.
- You have the right to object to the processing of your personal data. You could also request a restriction on the processing of your personal data. For the sake of completeness, we would like to point out that circumstances may arise in which we are (legally) authorized not to execute your request.



FIRST LEGAL

- You have the right to data portability. You have the right to receive your personal data in a normal, organized and machine readable form.
- You have the right to delete your personal data. We would like to point out that circumstances may arise in which we are (legally) authorized not to comply with your request.
- You have the right to withdraw your consent to the processing of your personal data. Once again we would like to point out that circumstances may arise in which we are (legally) authorized not to execute your request.

Website visits

The Nierman Advocatuur | First Legal website does not use cookies. Therefore, no information is collected about the times you visit our website. Our website offers the possibility to receive a response if, for example, you require further information. If you respond by e-mail in that regard, then your data will necessarily be used (including your name and address or e-mail address) so that we can meet your request. Data provided by you will only be used to meet your request and for any stated purposes from the present privacy policy. Your data will not be stored for other purposes.

Amendments

Nierman Advocatuur | First Legal reserves the right to unilaterally amend and / or supplement these privacy regulations by placing them on its website www.first-legal.nl. We therefore advise you to consult our website regularly. In the event of substantial changes to the present privacy policy, an appropriate clear statement will follow through our website.

Contact

If you require further information, have questions or have a complaint regarding the processing of your personal data, please contact Nierman Advocatuur | First Legal in writing via: allardnierman@first-legal.nl or Nierman Advocatuur B.V. | First Legal, tot he attention of Mr. A.H. Nierman, Rotterdam Airportplein 22, 3045 AP Rotterdam.

Rotterdam, september 2019

