



General terms and conditions First Legal B.V.
("Terms and Conditions")

1. Applicability

- 1.1. First Legal BV is a private company with limited liability, registered with the Trade Register of the Chamber of Commerce under number 63436698 which operates a law firm trading (hereinafter also referred to as "First Legal").
- 1.2. These general terms and conditions apply to the entire legal relationship between First Legal and its client (where client includes addressees of specific documentation to which these Terms and Condition explicitly apply) for whatever reason, including but not limited to all assignments to and work performed by 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. 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 First Legal and the auxiliary persons employed by First Legal) in the services provided by First Legal and / or all (legal) persons for whose actions or negligence First Legal may be (legally) liable.

2. Assignment

- 2.1. All assignments are deemed to be given to and accepted by 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 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 First Legal consist of the fee of persons who have been assigned for the purpose of the assignment, any disbursements and taxes.
- 3.2. 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 periodically by 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. 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 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, 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 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). 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 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 immediately in default by operation of law and interest shall be payable amounting to 1% of the principal sum due per month, part of the month being counted as one month.



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- 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 First Legal or it is deemed insufficiently certain that the client will be able to fulfil its payment obligations towards First Legal, such at full discretion of First Legal, First Legal is authorised to suspend the execution of its work with immediate effect and without a notice of default being required. First Legal will inform the client of this in writing as soon as possible. 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. 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 First Legal, as well as the foundation for managing third-party funds that 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 First Legal.
- 5. Advance payments**
- 5.1. First Legal may require an advance payment from the client before the commissioned work is commenced. 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 First Legal are not paid on time or it is foreseeable that the client will not pay invoices from First Legal in time. The advance payment paid by the client will in principle be retained by First Legal until the assignment has been completed or the work has been completed. 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. First Legal has effected a professional liability insurance policy with a coverage of in principle EUR 2.500.000,00 per claim with a maximum of EUR 5.000.000,00 per year (all subject to the terms and conditions of the applicable policy), which coverage is higher 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 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 out under the applicable insurance contract of First Legal in the relevant case, increased by the amount of the (own-risk) deductible that under that insurance agreement in the relevant case is borne by First Legal. If, for whatever reason, no payment is made under the aforementioned insurance policy, any liability of 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 EUR 25,000.00.
 - 6.3. If the execution of the assignment entails that First Legal engages a (legal) person or third party that is not part of First Legal to perform work in connection with the execution of an assignment, 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 First Legal also include the authority to accept that limitation of liability also on behalf of the client.
 - 6.5. If, in connection with the performance of an assignment or otherwise, damage is caused to items or persons for which First Legal is liable, then that liability is limited to the amount that is paid out in the relevant case under the applicable insurance policy, plus the amount of the (own-risk) deductible that under the insurance policy in the relevant case will be borne by 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. 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 First Legal and to actively provide all information that is or may be important for the execution of the assignment. In the absence thereof, 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. 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 First Legal, to third parties, the Client is obliged against First Legal to inform such third party that the relevant work has been performed under the applicability of these general terms and conditions of First Legal. The third party is not entitled to use the information provided without the prior written permission of First Legal. If permission is granted, the third party is bound by the content of these general terms and conditions.
- 7. Complaints**



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- 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 First Legal for the attention of the board, on punishment of forsaking all rights of the client. The board of 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 First Legal would be held liable by a client related to works performed by First Legal, such claim must be addressed in writing to First Legal, for the attention of the board.

8. Other restrictive clauses

- 8.1. Subject to written permission from 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 First Legal related to an assignment from the client, such approach, recruitment or commissioning other than by means of an assignment to First Legal, under penalty of forfeiting an immediately claimable and non-moderating fine of EUR 25,000 per violation plus EUR 2,500 per day that the violation continues, with a maximum of EUR 50,000, without prejudice to all other rights of 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 First Legal in particular, whereby First Legal can make use of the services of external lawyers or persons for whom 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 First Legal is free to destroy the file.

10. Applicable law / competent court

- 10.1. Dutch law applies to the legal relationship between First Legal and its clients.
- 10.2. Only the competent court in Rotterdam is authorized in the event of any dispute between First Legal and a client. Nevertheless, First Legal has the right to submit disputes to a competent Judge of the client's place of residence or place of business.

If the general terms and conditions are drawn up in different languages, the Dutch text (published on the website www.first-legal.nl) is binding for its interpretation in the event of any difference in (insight into) the content and scope.