



JNRE LEGAL

GENERAL CONDITIONS

November 2022

Article 1 JNRE Legal

- 1.1 JNRE Legal is a trade name of mr. Johan Nijmeijer, having his office in Amsterdam and registered in the Trade Register of the Chamber of Commerce under number 86934821.
- 1.2 Mr. Johan Nijmeijer is a lawyer affiliated with the Netherlands Bar Association (Prinses Beatrixlaan 5, 2595 AK 's-Gravenhage; 070 335 35 35; info@advocatenorde.nl).
- 1.3 JNRE Legal does not have a foundation for third-party funds (*stichting derdengelden*) and therefore cannot receive third-party funds (*derdengelden*).

Article 2 Scope of application

- 2.1 These general terms and conditions shall apply to any assignment agreement (including any amendment, supplement and follow-up assignment) and other legal relationship between JNRE Legal and the client. The applicability of any general terms and conditions used by the client is expressly rejected by JNRE Legal.
- 2.2 Not only JNRE Legal but also any other persons engaged by JNRE Legal in the performance of an assignment agreement with the client may rely on these general terms and conditions. This article is an irrevocable third-party clause within the meaning of Section 6:253 of the Dutch Civil Code for the benefit of such persons.
- 2.3 JNRE Legal may amend these general terms and conditions from time to time. As soon as the amended general terms and conditions have been communicated to the client, they shall apply to any new assignment agreements and legal relationships between JNRE Legal and the client as well as assignment agreements and legal relationships between JNRE Legal and the client that have been concluded prior to the amendment. These general terms and conditions can in other cases only be amended by written agreement between JNRE Legal and the client.
- 2.4 These general terms and conditions have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch and English versions with respect to content or purport, the Dutch version shall be binding.

Article 3 Assignment

- 3.1 An assignment agreement between JNRE Legal and the client shall only be concluded after they have signed an agreement/assignment confirmation. Any amendment, addition or follow-up to that assignment agreement shall come into effect after written confirmation (which includes by e-mail) thereof by JNRE Legal to the client.
- 3.2 JNRE Legal shall be entitled to engage non-subordinate third parties (subcontractors) for the execution of the assignment agreement. JNRE Legal shall exercise due care when selecting such subcontractors. JNRE Legal shall not be liable for any errors or shortcomings on the part of any subcontractors it engages. Any assignment accepted by JNRE Legal includes the

authority of JNRE Legal to accept general terms and conditions and/or limitations of liability applied by subcontractors also on behalf of the client of JNRE Legal.

- 3.3 If JNRE Legal has received an assignment together with a third party, JNRE Legal shall only be liable for its own shortcomings in the performance of the assignment agreement. Section 7:407(2) of the Dutch Civil Code shall not apply.
- 3.4 The client consents to JNRE Legal making use of third-party applications such as onboarding or translation applications that may involve cloud-based processing in the performance of the assignment agreement.

Article 4 Fees, costs, invoicing and payments

- 4.1 JNRE Legal shall charge a fee for the work performed which shall be calculated based on the number of hours spent (assuming time units of six minutes) times the hourly rate agreed upon with the client. The agreed hourly rate shall be an amount in euros exclusive of turnover tax and exclusive of any costs incurred or advanced by JNRE Legal in the performance of the work. Examples of such costs are travel and accommodation expenses, postage and courier costs, bailiff costs, Chamber of Commerce and Land Registry costs, translation costs and costs charged to JNRE Legal by any subcontractors.
- 4.2 JNRE Legal shall be entitled to amend the agreed hourly rate annually with effect from the start of the relevant calendar year. If JNRE Legal announces the amended hourly rate to the client after the start of the relevant calendar year, the amended hourly rate shall apply with effect from the first month following the day of announcement.
- 4.3 JNRE Legal shall invoice the client per month or per period of two weeks for the fee payable for the work performed and the expenses incurred and advanced in the performance of the work.
- 4.4 The client shall pay each invoice within fourteen days of the invoice date, without discount or set-off, to a bank account number to be specified by JNRE Legal. If an invoice is not paid within that period, the client shall also owe JNRE Legal the interest referred to in 6:119a of the Dutch Civil Code and a compensation for all judicial and extrajudicial costs incurred by JNRE Legal for collection, including the costs of internal or external lawyers. If more than one invoice is outstanding, any payment received shall be applied to the oldest of these invoices, unless the description accompanying the payment clearly indicates to which invoice it relates.
- 4.5 The client shall be required to pay any court fees due in connection with legal representation by JNRE Legal in a timely manner in the manner indicated by JNRE Legal. In the absence of timely payment, JNRE Legal shall be entitled not to bring the lawsuit in respect of which the court fee will become due or not to appear. The client is aware that, as a result, its claims may be irrevocably lost.
- 4.6 In the event that the Client consists of two or more persons, then each person shall be jointly and severally liable for payment of the amounts due to JNRE Legal under the assignment agreement.

Article 5 End of the assignment

- 5.1 The assignment agreement shall end in the event of the death of mr. Johan Nijmeijer or, if a fixed term has been agreed, the expiry of the fixed term.
- 5.2 JNRE Legal and the client shall be entitled to terminate the assignment agreement (prematurely), on the understanding that JNRE Legal shall comply with the Lawyers Act and the

Rules of Conduct of the Netherlands Bar Association upon termination. If an assignment agreement is concluded for a fixed term, the client shall be liable to compensate JNRE Legal for any loss arising from such premature termination.

- 5.3 Termination of the assignment due to the lapse of time or (premature) termination in any way whatsoever shall not affect the indebtedness of the fees and costs invoiced and yet to be invoiced by JNRE Legal.

Article 6 Liability

- 6.1 JNRE Legal's liability for any loss arising from or connected with the execution of the assignment agreement shall be limited to the amount paid out under the liability insurance policy or policies taken out by JNRE Legal in the case in question, plus the applicable excess.
- 6.2 Any liability of JNRE Legal for loss caused by an event (including an omission) which is not covered by JNRE Legal's liability insurance shall be limited to the fee (exclusive of turnover tax) actually paid by the client to JNRE Legal in the twelve months preceding the relevant event, up to a maximum of EUR 5,000. Any liability of JNRE Legal for consequential loss and loss of profit is excluded.
- 6.3 JNRE Legal shall not be liable for any loss suffered by the client and/or third parties as a result of any incorrect or incomplete documentation and/or information supplied to JNRE Legal by the client or any third party it engages. The client shall indemnify JNRE Legal against any claims by third parties in respect of loss occasioned by the fact that the client or any third party it engages has supplied JNRE Legal with incorrect or incomplete documentation and/or information.
- 6.4 The client shall indemnify JNRE Legal against any third-party claims related to the performance of the assignment agreement and any costs to be incurred by JNRE Legal (e.g. for legal assistance) in connection with such claims.
- 6.5 All rights of action and other powers of the client vis-à-vis JNRE Legal for whatever reason that arise from or relate to the work performed by JNRE Legal shall lapse in any case one year after the moment at which the client became aware or could reasonably have become aware of the existence of such rights and powers.
- 6.6 The limitations of liability set out in this Article 6 are also stipulated for the benefit of any persons or third parties engaged by JNRE Legal, who shall therefore be able to directly rely on these limitations of liability as a result.

Article 7 Office complaints scheme

- 7.1 Complaints relating to the provision of legal services (*advocatuurlijke dienstverlening*) by JNRE Legal are subject to the office complaints scheme of JNRE Legal. This office complaints scheme shall apply to any assignment agreement between JNRE Legal and the client and can be consulted at www.jnre.nl. The client may submit a complaint that is not resolved after treatment under the office complaints scheme to the court in Amsterdam.

Article 8 Information and personal data

- 8.1 The client shall disclose to JNRE Legal all facts and circumstances that may be relevant to the execution of the assignment contract. The client shall guarantee the accuracy and completeness of the information provided to JNRE Legal.
- 8.2 If the client provides personal data within the meaning of the General Data Protection Regulation of the European Union to JNRE Legal, JNRE Legal shall assume that the client is entitled to do

so. JNRE Legal shall only process the personal data provided by the client for the purposes of executing the assignment agreement and to comply with legal obligations. More information about the processing of personal data by JNRE Legal is available at www.jnre.nl.

Article 9 Act for the prevention of money laundering and financing of terrorism

9.1 Under the Act for the prevention of money laundering and financing of terrorism, JNRE Legal may be obliged to conduct a due diligence on the client and any beneficial owners of the client and to retain the underlying documentation and information and the results of the due diligence. For this purpose, JNRE Legal may ask the client to provide documents and other information. JNRE Legal has the right to postpone, refuse or discontinue (in whole or in part) the performance of the assignment agreement if JNRE Legal has not satisfactorily completed the prescribed client due diligence within a reasonable period. The client consents to JNRE Legal sharing copies of the documentation and information provided and the results of the client due diligence with subcontractors who are required to conduct a similar client due diligence under the aforementioned Act.

9.2 If JNRE Legal knows or suspects (or has reasonable grounds to suspect) that a matter or transaction relates to money laundering, terrorist financing or other criminal acts, or is subject to other statutory reporting obligations, JNRE Legal may be required by law to make a report thereof to the relevant authorities without informing the client.

Article 10 Applicable law and choice of forum

10.1 The legal relationship between JNRE Legal and the client shall be governed by Dutch law.

10.2 Any dispute arising from a legal relationship between JNRE Legal and the client shall be submitted exclusively to the court in Amsterdam. This shall not affect JNRE Legal's right to bring a dispute before the court in the client's jurisdiction or district at any time.