

1. **Rietjens.** Rietjens is a company registered with the trade register of the Chamber of Commerce in the Netherlands under number 72656328.
2. **Definition Affiliated Person.** In these General Terms and Conditions, "**Affiliated Person**" means every current and former lawyer and every other person currently or formerly working at Rietjens (regardless of whether this is on the basis of an employment agreement or on any other basis and including persons working in the flexpool of Rietjens).
3. **Applicability.** These General Terms and Conditions apply to any (i) Instructions given to Rietjens and to all legal relationships arising therefrom (an "**Instruction**"), and (ii) the use of Rietjens' website. The applicability of any of the client's general or other terms and conditions is explicitly rejected.
4. **Instructions.** All that is stipulated in these General Terms and Conditions for the benefit of Rietjens applies to Affiliated Person as an irrevocable and gratuitously made third party clause within the meaning of Article 6:253 of the Dutch Civil Code.
5. **Indemnification.** The client indemnifies and holds harmless Rietjens and all Affiliated Person for the consequences of claims by third parties arising from or related to the execution of Instructions by Rietjens or the use by Client of the Rietjens website, including any costs of legal support.
6. **Establishing Identity.** Under current legislation Rietjens must – among other things – verify the client's identity, establish whether any unusual transactions have been made or are planned and, when necessary, notify the relevant authorities of such activities without informing the client. The client confirms it is aware of, and agrees to, the foregoing and that it will provide all required information.
7. **Affiliated Person.** Rietjens may engage third parties not affiliated with Rietjens for the execution of Instructions. If Rietjens engages such third parties, Rietjens is not liable towards the client for any mistakes made by these third parties. Rietjens may accept stipulations restricting liability used by such third parties on behalf of the client as well.
8. **Communication.** The client agrees that Rietjens may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. Rietjens cannot be held liable for damage or loss ensuing from the use of such services.
9. **Fees and Payment.** Unless agreed otherwise, the fee owed to Rietjens will be calculated on the basis of the hours spent executing the Instructions, multiplied by Rietjens' rates, which will be adjusted from time to time.

Additional costs incurred in relation to execution of the Instructions will be charged separately, but only to the extent Rietjens and the client have agreed that such costs shall be reimbursed by the client. Any applicable VAT and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by Rietjens. Invoices must be paid within 15 days of the invoice date. If payment is not made within this time, Rietjens may, without further notice, exercise its right to charge the client statutory interest. Rietjens may at all times request an immediately payable advance for work carried out or to be carried out and suspend or end its services if the client does not pay an invoice for advance payment on time.

10. **Website Tools.** Rietjens may offer free of charge self-help tools on its website. The results produced by these such tools are intended to be a starting point for a discussion on a legal matter and should not be relied upon without first consulting with Rietjens. No attorney-client relationship is formed during the use of these tools. Rietjens does not guarantee that the tools will always be correct up-to-date, or complete and the use of these tools will be at the user's own risk. Rietjens will in no event be liable for any damages resulting from the user's use of these tools.

11. **Limitation of Liability.** Any liability arising from or related to the execution of Instructions or the use of Rietjens' website is limited to the amount paid out under the liability insurance cover taken out for the incident in question. Any claim for damages arising from or related to the execution of Instructions will expire one year after the date on which the client has knowledge of possible loss or damage and will in any event lapse after two (2) years.

12. **Jurisdiction and Applicable Law.** The legal relationship between Rietjens and a client and any claims for liability are governed by the laws of the Netherlands. All disputes will be submitted exclusively to the competent court in Amsterdam, The Netherlands.

13. **Complaints Settlement.** Rietjens' services are governed by the Complaints Settlement Scheme for the Legal Profession. This scheme can be viewed at [www.rietjens.com](http://www.rietjens.com) and will be provided on request.