

GENERAL TERMS AND CONDITIONS OF FORWARD ADVOCATEN

Article 1. General Terms and Conditions

The provisions in these general terms and conditions apply to each assignment, including amended, supplementary or follow-up assignments, and all other work granted to Forward Advocaten, as well as to all legal relationships resulting therefrom or relating thereto.

Article 2. Collaborative venture

Forward Advocaten is a trade name of a collaborative venture of various companies and legal entities and as such comprises multiple law firms that perform their legal practice at their own expense and risk. The services provided by the law firms affiliated with Forward Advocaten are subject to these general terms and conditions. The collaborative venture consists of Maatschap Forward Advocaten, NB Advocaten, Ad Justice Advocatuur, Van Campen Advocatuur & Mediation B.V., VIC Advocatuur, Maatschap Van der Valk Van der Loo Rechtspraktijk, WarToga advocatuur and Kempen Legal.

Article 3. The assignment

- a. All assignments are only accepted by the respective member of the aforementioned Forward Advocaten collaborative venture, also if the assignment is explicitly or tacitly intended to be performed by a certain person. The confirmation of the assignment states which member of the Forward Advocaten collaborative venture has accepted your assignment.
- b. The applicability of Sections 7:404 and 7:407 subsection 2 of the Netherlands Civil Code is excluded. Without prejudice to any other statutory stipulations, both the client and each of the members of the Forward Advocaten collaborative venture may terminate the assignment at any time by cancelling it, provided this is done with due observance of a notice period that is reasonable under the circumstances.
- c. The assignment will only be carried out on behalf of the client. Unless explicitly accepted in writing by Forward Advocaten or one of the members of the Forward Advocaten collaborative venture, third parties may not derive any rights from the content of the work performed for the client and/or performance of the same.

Article 4. Third parties

- a. Forward Advocaten and each individual member of the collaborative venture is entitled to engage third parties for performance of the work, which third parties may or may not be directly or indirectly related to Forward Advocaten.
- b. Neither Forward Advocaten nor the members of the collaborative venture is/are liable for errors or shortcomings on the part of these third parties.
- c. Forward Advocaten and the individual members of the collaborative venture is/are authorised to accept, on behalf of the client, a limitation of liability from the third party engaged.

Article 5. Liability

- a. Personal liability of lawyers and other employees working for Forward Advocaten and/or one of the members of the collaborative venture is excluded. Only individual members of the collaborative venture may, where appropriate, be held liable.
- b. All claims towards an individual member of the collaborative venture will lapse if they have not been submitted to the individual member in writing and with substantiation within three months after the client could have reasonably known about this claim.
- c. Liability of the individual member of the collaborative venture will at any rate be limited to the amount that is paid by its professional liability insurer in the case in question, to be increased by the amount of the excess of the individual member of the collaborative venture related to that insurance.
- d. If, for whatever reason, no insurance payment is made, the liability of the individual member of the collaborative venture will be limited to the invoice amount related to the respective part of the assignment, with a maximum of € 10,000.
- e. The assignment will only be carried out on behalf of the client. Third parties cannot derive any rights from the content of the work performed towards Forward Advocaten and members of the collaborative venture. The client indemnifies Forward Advocaten and all members of the collaborative venture against all third-party claims.

Article 6. Fee and payment

- a. In addition to the agreed hourly rate, the client also owes VAT. The client must also pay the costs of any third parties engaged, travelling expenses, court registry fees and the costs of experts.
- b. Invoices from Forward Advocaten and members of the collaborative venture must be paid within the term stated on the invoice and without any appeal to suspension or settlement. In the event of late payment, the client must pay the costs of collection, including a fixed fee of 15% of the principal for internal administration and collection costs.
- c. Without prejudice to any explicit written agreements to the contrary, agreed fees will be valid for the duration of the calendar year in which they are agreed, and they can be adjusted annually.
- d. Forward Advocaten and the members of the collaborative venture is/are entitled to require payment of an advance, which will be settled with the last invoice.

Article 7. Personal data

Forward Advocaten collects and processes information on its client and officers, members, relations or representatives of the client (personal data) with respect to management of the relationship with the client and fulfilment of the agreement. Forward Advocaten keeps the personal data strictly confidential and will only use them for the above-mentioned purposes. The client also agrees that Forward Advocaten discloses personal data to its suppliers or third parties if necessary for the aforementioned purposes. The client may request the management of Forward Advocaten in writing to have the data on the client removed from Forward Advocaten's files. The legal relationship between the parties is also subject to the Privacy Statement of Forward Advocaten, which can be found on Forward Advocaten's website.

Article 8. Applicable law and disputes

- a. The services of Forward Advocaten and the members of the collaborative venture are governed exclusively by the law of the Netherlands.
- b. Any and all disputes between the parties will be brought before the competent court in the district in which the contracted member of the collaborative venture has its registered office.

Article 9. Amendment of the terms and conditions

Forward Advocaten and the members of the collaborative venture reserve the rights to amend these general terms and conditions. The most recent version of these terms and conditions will be published on the website www.forwardadvocaten.nl