

General terms and conditions of BJTK

1. BJTK and Biesheuvel Jansen advocaten are trade names of Biesheuvel Jansen Timmerman Kuster B.V., a limited liability company incorporated under Dutch law, with its corporate seat in Amsterdam (the Netherlands) and registered with the trade register of the Chamber of Commerce under number 59854774 (**BJTK**).
2. These general terms and conditions apply to all assignments or instructions accepted by BJTK, including any follow-up instructions and further client assignments.
3. All instructions from clients are solely accepted and carried out by BJTK, even if it is the client's explicit or implied intention that an instruction is to be carried out specifically by an associated person of BJTK. Applicability of sections 7:404 (which provides for instructions to specific persons) and 7:407 paragraph 2 (which provides for joint and several liability in the event of an instruction to two or more persons) of the Dutch Civil Code is hereby excluded and shall not apply. The concept 'associated person' with BJTK is understood to mean: current and former partners, the shareholders and directors of the shareholders, Stichting Beheer Derdengelden Biesheuvel Jansen, current and former employees and such other persons working for or having worked for BJTK and third parties engaged by BJTK in the execution of an assignment.
4. BJTK may engage third parties in connection with the instruction from the client and shall exercise the necessary due care in its selection of third parties. BJTK shall not be liable for any acts and/or omissions of third parties
5. Except to the extent that liability cannot be limited under Dutch law, any and all liability of BJTK is limited to the amount paid out, if any, under BJTK's professional liability insurance coverage in the matter concerned. In the event and to the extent that no monies are paid out under the professional liability insurance for whatever reason, any and all liability of BJTK shall be limited to a maximum amount equal to the total fees charged by BJTK in the matter concerned. In any event, a claim on BJTK shall lapse in case BJTK did not receive written notice of such claim no later than within one (1) year after the discovery of an event or circumstance that gives or may give rise to that claim.
6. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*)), BJTK is under the obligation to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By giving BJTK an assignment, the client confirms that they are aware of this and that to the extent necessary, consent thereto.
7. These general conditions apply not only to BJTK, but also to all its associated persons, including their legal successors. Such persons can never be held liable, except for willful misconduct (*opzet*) or gross negligence (*bewuste roekeloosheid*). The rights, limitations and indemnifications set out in these general conditions may be invoked by each associated person with BJTK. This provision constitutes an irrevocable third-party stipulation for no consideration (*onherroepelijk derdenbeding om niet*). The client indemnifies and holds BJTK harmless from and against all third party claims that arise from or are in any way connected to the instruction from the client and/or the services rendered for the client, unless such claims result from willful misconduct or gross negligence by BJTK. This indemnification includes any legal costs.
8. BJTK has published a complaints handling procedure on its website www.biesheuveljansenadvocaten.nl. This complaints handling procedure applies to the relationship between BJTK and its clients.
9. The legal relationship between the client and BJTK is exclusively governed by Dutch law.
10. Any disputes shall be exclusively decided by the competent court in Amsterdam, the Netherlands, without prejudice to the right of appeal.
11. These general conditions are available in both Dutch and English. In the event of a discrepancy between the content or intent of these general conditions, the Dutch version shall prevail.