

GENERAL CONDITIONS OF SPRING LAWYERS B.V.

1. Spring Lawyers B.V. (a private company with limited liability under Dutch law; Chamber of Commerce file number 60286210), runs a lawyer's practice under the name of "Spring Advocaten".
2. In these general conditions "Spring Advocaten" shall be understood to be Spring Lawyers B.V., the professional companies affiliated with it, the lawyers associated with it and employees who work in the practice of Spring Advocaten. A "third party" shall be understood to be any person other than Spring Advocaten in respect of whom a legal relationship exists as referred to in the articles 3 and 4.
3. The provisions of these general conditions shall apply to every order, including any follow-up order or amended or supplementary order that is given to Spring Advocaten and also to all legal relations as a result thereof or in connection therewith.
4. The provisions of these general conditions shall furthermore apply to every legal relationship that is created as a result of or in connection with the use of the website(s) that is/are maintained by Spring Advocaten.
5. These general conditions are also stipulated for the benefit of every third party that is engaged by Spring Advocaten, whether or not in employment in the performance of any order by Spring Advocaten or is or may be liable in that connection.
6. An order shall bind and shall only be entered into with Spring Lawyers B.V. and the order shall be performed on its behalf, even if it is the explicit or tacit intention that an order is performed by a particular person. In deviation from the sections 7:404, 7:407(2) and 7:409 of the Civil Code the partners and also the persons who work for or for the benefit of Spring Advocaten, whether or not in permanent employment, shall not be personally bound or liable, not even if the order has been given in view of a particular person.
7. The execution of orders given shall only be done for the benefit of the client. Third parties cannot/may not rely on the result of the work done for the client or its execution nor may third parties derive any rights therefrom.
8. In the performance of the order Spring Advocaten shall take the appropriate measures to maintain the confidentiality of the client relationship, on the understanding that:
 - (I) the client grants permission to bring data known within the organization of Spring Advocaten, whether or not in connection with the order, to the knowledge of those

persons for whom knowledge of those data is useful in connection with the execution of the order or for the benefit of client relationship management;

(II) the client grants permission for communication by all customary means of communication (including in particular e-mail and internet).

9. When engaging a third party Spring Advocaten shall observe all due care and (except in the event of bailiff's assistance) consult with the client when selecting this third party (if customary). Spring Advocaten shall be empowered to accept conditions that apply to the relationship between it and the third party or that are stipulated by the third party. Spring Advocaten shall be permitted to invoke these conditions against the client in so far as it concerns the execution of the order by the third party.
10. Unless something else has been agreed in writing, the fee shall be determined on the basis of the hours spent multiplied by the applicable hourly rate, as it has been determined by Spring Advocaten from time to time and/or has been agreed with the client. All the disbursements made or to be made for the order shall be charged to the client. To cover the general office expenses (such as – but not exclusively – postage and shipping charges, telephone charges, internet costs and copy costs) a percentage of the fee to be determined by Spring Advocaten shall be charged as part of the rate. All amounts shall be exclusive of VAT, irrespective of whether the client is a natural person or acts within the framework of a profession or business.
11. In principle the work shall be charged to the client every month. The term of payment shall be 14 days. In the absence of timely payment Spring Advocaten shall be entitled, without further notice of default, to charge statutory (commercial) interest and extrajudicial costs. At any time an advance may be requested for work done or to be done and/or for disbursements made or to be expected. Work may be suspended if no advance to cover it is available.
12. The client hereby gives permission for the future to set off disbursements and/or billed amounts with advance amounts held by Spring Advocaten or with amounts received or held for the benefit of the client. Spring Advocaten shall be entitled to keep in its possession, as advance for work done or yet to be done, all or part of the balance that is due to the client after set-off.
13. For his own file the client shall always keep copies of all the documents that he makes available to Spring Advocaten within the framework of the order given. After termination of the order Spring Advocaten shall be entitled, after the period prescribed for the purpose, to (have others) destroy all the documents held by it.

14. Any liability following from or in connection with the execution of an order shall be excluded in respect of third parties and limited in respect of the client to the amount that is paid out in the relevant case on the strength of the professional liability insurance taken out by Spring Advocaten. If, for any reason whatsoever, no payment should be made on the strength of the liability insurance, any liability shall be limited to the total billed amount (excluding VAT) that Spring Advocaten has charged to the client in the relevant case for one calendar year and has been paid by the client (excluding VAT), everything with a maximum of EUR 50,000.00. The limitation or exclusion of liability referred to in this article shall not apply in so far as damage is the result of deliberately reckless conduct or a deliberately culpable shortcoming of Spring Advocaten.
15. Dutch law applies to the legal relationship with the client. Any disputes that result from the legal relationship shall be decided exclusively by the competent court in Amsterdam. Claims on compensation shall lapse if they have not been brought before the competent court within one year after their creation and/or discovery. If Spring Lawyers B.V. acts as claimant it shall be entitled to bring the dispute before the competent court of the client's place of residence. In the event of translation of these general conditions the Dutch text shall prevail.
16. These general conditions have been drawn up on 1 March 2014 and may be consulted on www.springadvocaten.nl.

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