

Into Legal – General Terms and Conditions

Article 1 : Scope

1. These general terms and conditions apply to every instruction given to Into Legal, including all follow-up, amended or supplementary instructions.
2. These terms and conditions also apply to anyone working at Into Legal (as a partner or employee), anyone engaged by Into Legal, and anyone for whose acts or omissions Into Legal is or could be liable.
3. Into Legal expressly rejects the applicability of any other general terms and conditions.

Article 2: The Instruction

1. Only Into Legal accepts instructions from clients. This also applies if the client explicitly or tacitly intends for a specific person to handle their instructions. The applicability of Sections 7:404, 7:407 and 7:409 of the Dutch Civil Code ('BW') is excluded.
2. Unless it has been agreed with the client that a specific person will handle their instructions, Into Legal may freely determine which of its partners or employees will be assigned to the client.

Article 3: Liability

1. If Into Legal's handling of an instruction results in liability, this liability will always be capped at the amount paid by its applicable liability insurance in that case, plus the excess Into Legal must pay under the applicable insurance contract in that case. The content and conditions of the professional liability insurance exceed the requirements set by the Netherlands Bar Association, with its registered office in The Hague, in this regard. A summary of cover and a certificate of insurance will be sent to you free of charge on request.
2. If the insurance referred to in 3.1 does not pay for whatever reason, any liability will be capped at the fee charged to the client in that particular case.
3. The instruction is handled exclusively for the client. Third parties cannot derive any rights from it.
4. Claims for payment of compensation lapse one year after the day on which the client learns of their loss and Into Legal's possible liability for that loss.

Article 4: Obligations of the client

1. The client indemnifies Into Legal and its auxiliary persons against claims from third parties who allege they have sustained loss because of or in connection with Into Legal's work for the client, and against the costs that Into Legal incurs to put forward a defence against such claims.
2. Into Legal's invoices must be paid within 15 days of the invoice date, without suspension or setoff, unless a different payment term has been agreed in writing. If payment is not made within this period, the client will be in default by operation of law and liable to pay statutory interest, as referred to in Section 6:119a BW, and all collection costs Into Legal incurs. Unless the client immediately objects in writing, Into Legal and its Stichting Derdengelden (trust account) may set off, use or cause any monies received for or from the client to be used to pay amounts owing by the client to Into Legal.

Article 5: Engaging third parties

1. Into Legal may engage third parties to assist with the client's instructions. Where possible and reasonable, Into Legal will consult with the client when choosing these third parties and observe due care. Into Legal is not liable for failures of these third parties, unless it also acts with intent or is grossly negligent.
2. If these third parties wish to limit their liability in relation to handling the client's instructions, Into Legal assumes and, if necessary, hereby confirms that all instructions given by the client include the authority to accept such a limitation of liability on the client's behalf.

Article 6: Rates

1. Into Legal may alter the basic hourly rate and disbursements it applies. If the alteration involves an increase of over 10%, or if an increase occurs within three months of the client instructing Into Legal, the client is entitled to terminate the agreement. The right to terminate the agreement expires on the 15th day after the date of the first invoice sent to the client following the increase of the basic hourly rate and/or the aforementioned disbursements

Article 7: *Miscellaneous*


1. If there is any discrepancy between these general terms and conditions and the engagement letter in which these general terms and conditions have been declared applicable, the provisions of the engagement letter will prevail.
2. Together with the engagement letter, these terms and conditions, including any follow-up, amended or supplementary instructions, form the entire agreement between Into Legal and the client. Any prior agreements, schemes, arrangements or statements will cease to apply.
3. Amendments to these terms and conditions or the engagement letter are possible and take effect only insofar as all parties have agreed to them in writing or electronically.
4. Into Legal may amend these general terms and conditions. The amended terms and conditions are deemed to have been accepted if the client has not objected to them within 14 days of the amended terms and conditions having been sent to or made known to the client.
5. These general terms and conditions have been drawn up in Dutch and several other languages. The Dutch text is binding if there is any difference in content or purport.

Article 8: *Applicable law and choice of forum*

1. Dutch law applies to all agreements between the client and Into Legal.
2. Disputes will be settled exclusively by the competent court in the judicial district where Into Legal has its registered office. However, Into Legal may submit disputes to the competent court of the client's place of residence or business.

Into Legal has its registered office in Amsterdam and is entered in the Commercial Register under no. 61017213.

These general terms and conditions have been filed with the registry of the Amsterdam District Court and will also be sent to the client with each engagement letter.



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