



GENERAL TERMS AND CONDITIONS  
FALKENA LEGAL  
THE NETHERLANDS  
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- 1 Falkena c.s., doing business under the tradename Falkena Legal, is a Dutch partnership, established in Amsterdam, the Netherlands, and registered with the registry of the Chamber of Commerce (*Kamer van Koophandel*) under the number 65882458 ("**Falkena Legal**"). The partners jointly operate a legal practice under the name Falkena Legal.
- 2 These general terms and conditions apply to all assignments given to Falkena Legal, and to all services provided by or on behalf of Falkena Legal.
- 3 The application of Sections 7:404, 7:407(2) and 7:409 of the Civil Code is explicitly excluded under these general terms and conditions. All assignments are considered by Falkena Legal to have been given to and accepted by Falkena Legal as an organization, irrespective of whether the assignment is explicitly or implicitly meant to be carried out by an associated person of Falkena Legal. Within the context of these general terms and conditions, the term "associated person" applies to employees, advisors, directors and/or partners of Falkena Legal.
- 4 Any liability of Falkena Legal is limited to the amount paid in the respective case under its professional liability insurance, to be increased by the amount of the deductible payable by Falkena Legal in the respective case under the applicable insurance agreement. If, for any reason whatsoever, no payment is made under the insurance referred to in the preceding sentence, any and all liability is limited to thrice the amount charged by Falkena Legal in the respective case in the respective year, up to a maximum of € 25,000. =.
- 5 In the execution of an assignment, Falkena Legal is entitled to engage third parties that are not associated with Falkena Legal. Falkena Legal will consult with the client in question beforehand, to the extent reasonably possible. Falkena Legal will exercise due care in the selection of the aforementioned third parties. Falkena Legal will not, under any circumstances, be liable for any failure on the part of such third parties. By giving Falkena Legal an assignment, the client authorizes Falkena Legal to accept on her behalf any limitation of liability by a third party that is not associated with Falkena Legal.
- 6 The assignments given to Falkena Legal are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work or services performed for the client.
- 7 If the client discloses the details of the (written) advice, drafts of case records and/or any other service provided by Falkena Legal to third parties, the client is obligated towards Falkena Legal to notify said third party that the work has been executed subject to these general terms and conditions. Without Falkena Legal's prior written consent, third parties are not entitled to use the information provided. If the consent is given, the third party is bound by the content of these general terms and conditions.
- 8 When giving an assignment to Falkena Legal, the client accepts that Falkena Legal is entitled to change its rates periodically. Any change in rates under this article also applies to all current assignments.
- 9 As a general rule, Falkena Legal invoices on a monthly basis. All invoices are due and payable within fourteen days of the date of the invoice.
- 10 Falkena Legal has the right to request a down payment or retainer before commencing its services or as a condition to continuing the performance of its services. Falkena Legal shall be entitled to set off any down payment or retainer received from the client with any invoices of said client which have not been paid at that time, both those pertaining to the respective case as well as those pertaining to other cases Falkena Legal handles on behalf of said client.
- 11 If the client fails to pay the invoice within the stipulated term, the client is in default by operation of law, without any notice or reminder being required. In such case, Falkena Legal is entitled to charge the client interest on the basis of the statutory (commercial) interest rate, and to compensation by the client of the (debt)collection costs incurred by Falkena Legal. Moreover, in the event of non-payment or late payment of invoices, irrespective of whether they relate to the case at hand, Falkena Legal has the right to suspend or terminate the provision of



- services, without prejudice to the client's obligation to pay in a timely manner the outstanding invoices and the invoices yet to be sent.
- 12 Falkena Legal holds the right to settle the received money with any unpaid invoices.
  - 13 Falkena Legal is entitled to use the personal data that has been provided by clients. Such personal data is protected by several technical and organizational means.
  - 14 Opdrachtgever dient hiervoor een verzoek naar een contactpersoon bij Falkena Legal te sturen. Clients have the right to view, to have their data erased under certain circumstances and to protest against the use of personal data for direct-marketing purposes. In order to do so, clients have to send a request to a contact person at Falkena Legal.
  - 15 Falkena Legal is entitled to remove from its records and to destroy files and all the documents that they contain, including documents that belong to the client and/or third parties, without any further notice, once ten (10) years or more have passed since the case was handled and closed by Falkena Legal.
  - 16 In addition to Falkena Legal, any (formerly) associated person and any legal successor of Falkena Legal shall benefit from these general terms and conditions.
  - 17 The legal relationship between the client and Falkena Legal is governed exclusively by Netherlands law.
  - 18 All disputes concerning the legal relationship between a client and Falkena Legal will be settled exclusively by the court of Amsterdam, without prejudice to Falkena Legal' right to submit a case to another court declared competent under Netherlands law.
  - 19 These general terms and conditions are filed with the Chamber of Commerce (*Kamer van Koophandel*) on May 25, 2018. These general terms and conditions of Falkena Legal are available for inspection at the office of Falkena Legal They can also be found at [www.falkena.legal](http://www.falkena.legal).
  - 20 A copy of the general terms and conditions will be provided, free of charge, upon request. The general terms and conditions of Falkena Legal are available in Dutch and English. In case of an inconsistency between the content and scope of the general terms and conditions, the Dutch text will have precedence and will prevail over the English text.