



## **GENERAL TERMS AND CONDITIONS**

1. Tribu Legal B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, has its statutory seat at The Hague, the Netherlands, and is registered at the trade register of the Dutch Chamber of Commerce under number 81883595 ("**Tribu Legal**").

### ***Requests for services***

2. All engagements will be exclusively accepted and carried out by Tribu Legal. The applicability of sections 7:404 and 7:407 (par 2) of the Dutch Civil Code are hereby explicitly excluded.
3. Requests for services issued to Tribu Legal never extend to the provision of advice on foreign law.
4. Tribu Legal will exercise due care in engaging third parties at all times. Tribu Legal is not liable for damage that is the consequence of failures by third parties. Tribu Legal assumes, and if necessary hereby stipulates, that each engagement includes the authority to accept, also on behalf of the client, any limitations of liability on the part of third parties.
5. The client indemnifies Tribu Legal against any claims of third parties, including the reasonable costs of legal assistance, which in any way relate to or arise from the services carried out on behalf of the client, except in the case of intent or gross negligence on the part of Tribu Legal.
6. Requests for services will be executed exclusively on behalf of the client. Third parties cannot derive any rights from the content. If the client notifies third parties of results of work performed by Tribu Legal, the client must notify said third parties to this effect in writing.
7. These general conditions may be relied upon not only by Tribu Legal, but also by any person or legal entity that is engaged in the performance of any services for the client.

### ***Fees and collection***

8. Tribu Legal is entitled to amend the fees applied by it periodically.
9. The invoices to be sent by Tribu Legal must be paid in full within the period indicated on such invoice. A client who fails to do so will be in default. In such cases the client will be required to reimburse Tribu Legal for all judicial and extrajudicial collection costs, including integral costs for lawyers incurred in this context, and the statutory interest or commercial interest.
10. Tribu Legal is entitled at all times to require advance payments for all services to be performed and costs to be incurred. These are set off at the end of the engagement, or in the interim as applicable.

### ***Liability and time-limit***

11. Any liability of Tribu Legal will be limited to the amount to which a claim is awarded under the professional liability insurance(s) in the matter concerned, to be increased by the amount of the deductible as provided for under the terms of the applicable insurance policy (policies). Further information about the contents of the terms of the insurance policy (policies) will be provided upon request. In the event that no payment takes place pursuant to said insurance policies, for any reason whatsoever, the liability of Tribu Legal will be limited to the fee charged by Tribu Legal in the context of the matter in question and paid on time in the twelve months prior to the moment at which the event leading to liability took place.



12. All rights of claim and other client rights vis-a-vis Tribu Legal in the context of services performed by Tribu Legal will lapse as soon as a period of one year has passed after the day on which the existence of said rights became known to or could reasonably have become known to the client. The limitation and exclusions of liability, time limit and exemptions contained in these terms and conditions also apply to all noncontractual claims of the client against Tribu Legal, to the extent that these are connected to the realisation of a request for services by Tribu Legal.

***Miscellaneous***

13. The legal relationship between the client and Tribu Legal will be governed by Dutch law. Disputes arising from the legal relationship between the client and Tribu Legal will be submitted for resolution exclusively to the courts of The Hague, the Netherlands.
14. These general conditions are also applicable to any supplementary engagements and follow-on engagements. They have been drawn up in the Dutch and English languages. In the case of any dispute about the contents or meaning of these general conditions, the Dutch text will be binding.
15. Tribu Legal reserves the right to amend or supplement these general conditions.

*Version September 1, 2021*