

General conditions Fynk Legal B.V.

These are the general conditions of Fynk Legal B.V., a private company with limited liability, incorporated pursuant to Dutch law, with corporate seat in Amsterdam and registered with the Trade Register under number 71647856 (FYNK).

1. These general conditions apply to all services (*opdrachten*) that FYNK has been requested to provide.
2. These general conditions may be relied on by FYNK and any persons associated with FYNK. In these general conditions, a "person associated with FYNK" is any current or former, direct or indirect subordinate (*ondergeschikt*) or non-subordinate, whether or not seconded, attorney (*advocaat*), employee, director, shareholder, advisor or partner of FYNK and any other person involved in performing any service or who is or may be liable in any way in connection therewith, regardless of such person being a natural or legal person.
3. Requests for services are deemed to have been directed to FYNK only and not to any individual person associated with FYNK. This includes any request for services to be performed by a specific person associated with FYNK. The application of sections 7:404 and 7:407(2) Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.
4. All liability of FYNK and of persons associated with FYNK is limited to the amount paid out, if any, under FYNK's professional liability insurance policy in a matter concerned, increased by the applicable deductible (*eigen risico*).
5. If FYNK is liable for damage to persons or property, that liability will be limited to the amount paid out, if any, under the commercial general liability insurance policy in a matter concerned, increased by the applicable deductible.
6. If, for any reason, the abovementioned insurance policies do not entitle FYNK to any payment, the liability of FYNK and persons associated with FYNK is limited to the fees paid by the client to FYNK with respect to the matter concerned.
7. A claim for damages will lapse (*vervallen*) in any event if FYNK has not received written notice thereof no later than one year after the day on which the client becomes aware of an event or circumstance that gives or may give rise to that claim against FYNK or persons associated with FYNK.
8. Except to the extent legally liability cannot be limited, the client shall indemnify FYNK and persons associated with FYNK against any claim by a third party which is a result of or in any way related to the services provided by FYNK to the client. This indemnification includes any costs of legal assistance.
9. If FYNK involves a third-party in connection with its services for a client, FYNK will not be liable to the client for any error (*fout*) made by that person. By requesting FYNK to provide services, the client grants FYNK authority to accept a limitation of liability stipulated by that person on behalf of the client.
10. FYNK's complaints procedure applies to all services provided by FYNK's attorneys. This procedure is published on www.fynk.nl.
11. Dutch law governs the legal relationship between FYNK and its clients. Any disputes between FYNK and a client will be exclusively resolved in the first instance by the District Court of Amsterdam, the Netherlands.

These general conditions are available in English and in Dutch. The Dutch text prevails.