

Terms and conditions bit.legal

1. Engagement

- 1.1. bit.legal is a law firm registered with the Netherlands Chamber of Commerce under number 52481212.
- 1.2. These terms and conditions apply to all agreements, including subsequent agreements, concluded with bit.legal and all services performed in relation to such agreements, as well as other legal relations related thereto.
- 1.3. In consultation with the client, bit.legal can hire third parties, such as bailiffs and translators, for the performance of the agreement, or when this is necessary for the performance of the agreement. bit.legal is entitled to invoke these terms and conditions on behalf of such third parties, as well as to accept such third parties' liability limitations on behalf of the client.
- 1.4. Articles 7:404 and 7:407 lid 2 of the Dutch Civil Code are excluded.

2. Fees and disbursements

- 2.1. If bit.legal and the client does not agree on a specific fee for certain services, the services are invoiced on the basis of the then current hourly fee communicated to the client.
- 2.2. Different fees can apply for different types of services.
- 2.3. bit.legal does not invoice any 'office fees'.
- 2.4. Other expenses, such as court costs and costs of hired third parties are invoiced to the client as disbursements.
- 2.5. bit.legal is entitled to increase the fees on a yearly basis, per the 1st January or in case of pressing external circumstances (e.g. high inflation) this may also be done during the calendar year. In addition, bit.legal is entitled to increase the fees between two agreements at any time.
- 2.6. bit.legal is entitled to request an advance payment for its services and costs. bit.legal may suspend its services until the advance payment is made. An advance payment will – at bit.legal's choice – be

set off against the next invoice or the final invoice for the specific service.

3. Payment

- 3.1. Payment of the invoices must be made within 14 (fourteen) days of the invoice date. In case payment is not made within this term, the client is in payment default and obliged to pay accrued statutory rent. The client cannot set off or suspend any payments. bit.legal does not accept cash payments.
- 3.2. In case of payment default, bit.legal is also entitled to suspend or terminate the service for the client, without being liable to the client for damages ensuing therefrom.
- 3.3. bit.legal is entitled to retain the client's files until the client has fulfilled all of its payment obligations.
- 3.4. If bit.legal recovers the invoice amounts, the recovery costs are also borne by the client.
- 3.5. Any complaints about an invoice have to be notified to bit.legal in writing and in detail within fourteen (14) days of the invoice date, in absence of which the complaints shall be deemed to not have been timely made.
- 3.6. bit.legal does not receive any third party payments (*"derdengelden"*); bit.legal does not have a trust account (*"stichting derdengelden"*).

4. Liability

- 4.1. All liability of bit.legal is limited to the amount paid out under the applicable insurance agreement, plus the amount of the applicable excess under that insurance agreement.
- 4.2. If, for whatever reason, no payment is made under the insurance agreement, all liability is limited to direct damages, being the damages set out in article 6:96 Dutch Civil Code under, a, b and c and to a maximum amount equal to the fees invoiced in the relevant case from which the damage ensues, during the three (3) months prior to the circumstances that caused the damage, such with a maximum of € 15.000 (fifteen thousand euros).
- 4.3. With affecting the client's obligation pursuant to article 6:89 Dutch Civil Code to notify any shortcomings in the performance of the

agreement within due time, any claims for damage expire in any event if bit.legal is not notified thereof in writing within three (3) months after the client became aware of the damage or should have reasonable become aware thereof.

- 4.4. If one or more third parties claim damage from bit.legal in relation to the performance of the agreement, the client will indemnify and hold bit.legal harmless from such claims including related costs, in as far as bit.legal must pay more to such third party than it would have had to pay to the client if the client would have claimed the third party damages from bit.legal directly.
- 4.5. bit.legal is not liable for any shortcomings or defaults of third parties involved with the performance of the agreement. Direct claims by the client on such third parties are excluded.

5. Personal data, identification and notifications

- 5.1. bit.legal process personal data in relation to the performance of the agreement as a controller. The client declares that, with regard to personal data submitted to bit.legal, the applicable data protection legislation is complied with. In bit.legal's privacy statement on the website www.bitlegal.nl/privacyverklaring an explanation is given on how it processed personal data.
- 5.2. bit.legal is obliged to verify the client's identity and, in some situations, obliged to notify unusual transactions to the relevant authorities. The client recognises this obligation and will cooperate with bit.legal at its request, respectively will not make any claims in relation to such notification.

6. Other

- 6.1. This is a translation of the Dutch version of the bit.legal general terms and conditions. In case of inconsistency between the two versions, the Dutch version prevails.
- 6.2. bit.legal is entitled to amend these terms and conditions. An amendment shall bind the client, but not until fourteen (14) after the client has been notified of the amendment.
- 6.3. bit.legal reserves the right to delete the client's files five years after the case was closed.

- 6.4. If any provision in these terms and conditions is invalid, this does not affect the validity of the other provisions. The invalid provision shall be deemed replaced by a valid provision, which is as close to the original provision as possible.

7. Applicable law, dispute resolution

- 7.1. The legal relation between bit.legal and the client is exclusively governed by the laws of the Netherlands. Foreign law is explicitly excluded. Any disputes shall first be settled pursuant to the bit.legal complaint procedure.
- 7.2. If a dispute cannot be settled pursuant to article 7.1, it will be brought before the competent court in The Hague, the Netherlands, unless another court is competent pursuant to applicable mandatory law, in which case such court is competent.