



## General Terms and Conditions

1. Liber Dock B.V. ("Liber Dock") is a private company with the object of conducting the law practice as its object, in particular the provision of legal services by attorneys-at-law.

2. These general terms and conditions apply to all engagements of Liber Dock, including subsequent engagements and other activities.

3. All engagements are deemed to have been issued exclusively to Liber Dock, also if it is the ultimate or tacit intention that an engagement will be executed by a specific person that is affiliated to Liber Dock. The effect of article 7:404 DCC, that provides a regulation for the latter case, and the effect of article 7:407 paragraph 2 DCC that establishes joint and several liability for the cases wherein an engagement was given to two or more persons, are excluded. "Affiliated person" is taken to mean: every indirect or direct employee, advisor, the partner, Stichting Beheer Derdengelden Liber Dock and the shareholders of Liber Dock.

4. In the unlikely event that Liber Dock is held liable, every liability will be limited to the amount or the amounts that are paid out under the professional liability insurance policy that Liber Dock took out plus Liber Dock's excess that applies.

5. Without prejudice to the provisions of article 6:89 DCC, every claim for compensation prescribes one year after the client became aware of the damage and Liber Dock as the party responsible.

6. If Liber Dock engages third parties for the execution of an engagement, Liber Dock is not liable vis-à-vis its client for mistakes that are possibly made by these third parties. By issuing an engagement to Liber Dock, this client grants Liber Dock the authority to accept possible liability restrictions of engaged third parties on behalf of the client of Liber Dock.

7. The client grants permission to process the provided (personal) data within Liber Dock's organisation and to make it known to the persons within Liber Dock and possible to third parties engaged by Liber Dock for whom taking cognisance of that data is useful in connection with handling the engagement or the relationship management. The client grants permission to communicate through all customary means of communication, in particular the internet and e-mail.

8. The execution of an agreement exclusively takes place for the benefit of the client. Other parties than the client cannot rely on the result of the activities carried out for the client or the execution thereof, nor can they derive any rights from this.

9. Not only Liber Dock but every person affiliated to Liber Dock can invoke these general terms and conditions. The same applies to formerly affiliated persons and legal successors by universal title of affiliated persons or formerly affiliated persons.

10. In the context of carrying out engagements that were issued to Liber Dock, Stichting Beheer Derdengelden Liber Dock can keep client's funds. The client indemnifies Liber Dock and the persons affiliated to Liber Dock against all liabilities that arise from or are connected to the possible insolvency or not complying with the obligations of the bank or financial institutions where they client's funds deposited.

11. As a result of the applicable regulations (including the Money Laundering and Terrorist Financing (Prevention) Act (Wwft)) Liber Dock is obliged to establish the identity of clients and to report any unusual transactions to the authorities under certain circumstances. By issuing an engagement to Liber Dock, the client confirms that it is aware of the foregoing and that it gives permission for this, if necessary.

12. The fee Liber Dock will charge in connection with the engagement will be agreed between Liber Dock and the client. Any expenses Liber Dock incurs for the client's benefit will be invoiced separately. All amounts are excluding VAT and excluding any taxes, additional charges or similar increases a client, payer or Liber Dock is obliged to pay based on applicable regulations or which Liber Dock is obliged to charge.

13. The activities Liber Dock carries out are in principle charged to the client on a monthly basis with a payment period of 14 days, to be calculated from the date of the invoice.

14. The relationship between Liber Dock and its clients is governed exclusively by Dutch law. Any disputes will be submitted exclusively to the competent court in Amsterdam, while retaining the possibility to lodge an appeal and an appeal in cassation.

15. These general terms and conditions are drawn up in Dutch and in English. In case of a dispute about the content or purport of these general terms and conditions the Dutch text will be binding.

Liber Dock has its registered office in Amsterdam and is listed in the trade register of the Chamber of Commerce under number 61962287. These conditions were filed at the registry of the District Court in Amsterdam under number 29/2015 and can be consulted at [www.liberdock.com](http://www.liberdock.com).

