

## **GENERAL TERMS AND CONDITIONS STUDIO B**

- 1. **Applicability.** "Studio B" is a tradename of Evamy B.V. These general terms and conditions are applicable to all legal relationships that may arise in connection with any assignment given to Studio B or to any of its attorneys, advisors or associates.
- 2. **Responsibility for Assignments.** All assignments by a client to Studio B or any of its attorneys, advisors or associates, are exclusively accepted by Studio B. Only Studio B is responsible for the execution of such assignments, and not any of its attorneys, advisors or associates in person. The applicability of Articles 7:404 and 7:407 par. 2 of the Dutch Civil Code is excluded. The client waives the right to make any claim against any of Studio B's attorneys, advisors or associates in person, on any basis whatsoever.
- 3. Liability. Studio B nor its attorneys, advisors and associates in person, shall be liable for damage resulting from and/or associated with their services or the intended services, regardless the legal basis, subject to the following. Studio B has concluded a professional liability insurance with Allianz Nederland Groep N.V. which provides global coverage up to €2,500,000 per claim and with a maximum of €5,000,000 per insurance year (subject to a deductible of €2,500). In the event of damage, C-Legal shall report the relevant claim to its insurer and if the claim is covered, the liability shall be limited to the amount actually paid by its insurer, increased with the applicable deductible. If the insurer, for any reason whatsoever, does not pay under this insurance, Studio B's liability shall be limited to the fees (exclusive of VAT) that were actually paid for the performance of the assignment to which the claim relates, subject to a maximum of €15,000. Furthermore, the client shall save, hold harmless and indemnify Studio B from and against any third party claim, on any basis whatsoever, which relate to or ensue from any services that Studio b has performed for the client.
- 4. **Expiry of Claims.** Any claim of the client on Studio B on any basis whatsoever shall expire if this has not been brought before the competent court within one year after the facts upon which the claim is based were known or could reasonably have been known to the client. Furthermore, if Studio B discontinues its law practice, all claims for compensation of damage against Studio B, its attorneys, advisors and associates, will expire ultimately one year from the day on which Studio B discontinued such practice.
- 5. Liability for Third Parties. If Studio B involves a third party in the execution of an assignment (including but not limited to translators and external lawyers), Studio B will not be liable for any error or omission of that third party. If such third party wants to exclude or limit its liability, Studio B is authorized to accept such an exclusion or limitation of liability on behalf of the client.
- 6. **Third Party Clause.** These general terms and conditions constitute irrevocable third party clauses for the benefit of the attorneys, advisors, associates and other auxiliaries (*"hulppersonen"*) of Studio B.
- 7. **Complaints.** In the event of any complaints about the conclusion of any assignment, the quality of its work or an invoiced amount, Studio B applies a complaints procedure which is published on its website www.studioblegal.nl.
- 8. Applicable Law and Competent Court. The legal relationship with Studio B, its attorneys, advisors and associates which may arise in connection with any assignment to Studio B, its attorneys, advisors or associates, is subject to the laws of the Netherlands and any and all disputes resulting from or associated with said relationship, regardless the legal basis, shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.