

TERMS AND CONDITIONS

1. Trivvy B.V. (**Trivvy**), with trade register number 73869120 and with its office address at Entrada 501 (1114 AA) in Amsterdam, its object being the practice of law (*advocatuur*).
2. These terms and conditions are, unless otherwise agreed in writing, applicable to all services that Trivvy has been requested to provide (*opdracht*) and to all additional or following instructions. These terms and conditions have been drawn up in Dutch and English. In the event of any dispute about these general terms and conditions, the Dutch text will prevail. These terms and conditions have been drawn up in the interest of Trivvy and all persons working for or in the interest of Trivvy, including all third parties engaged by Trivvy in relation to the performance of an instruction. The applicability of the terms and conditions of the client is not accepted.
3. All services provided by Trivvy are provided on the basis of an instruction agreement to provide the services (*overeenkomst van opdracht*), unless otherwise agreed in writing.
4. All instructions are accepted and carried out by Trivvy only, even if the client gives an instruction with a view to its performance by a certain person. The applicability of articles 7:404 (including an arrangement in case it is the intention that an instruction is carried out by a specific person) and 7:407.2 of the Dutch Civil Code (in relation to joint and several liability if an instruction is provided to two or more persons) are excluded.
5. Trivvy may involve third parties in relation to the performance of the services. Trivvy will not be liable for any shortcomings on the part of third parties engaged and is authorised to accept any third parties limitations of liability on behalf of the client.
6. The client indemnifies and holds Trivvy harmless from and against any and all claims from third parties as well as any costs to be incurred with respect thereto arising from the activities performed by Trivvy for the benefit of the client.
7. If in the performance of an instruction an event occurs leading to liability of Trivvy towards the client, such liability will always be limited to the amount paid out in the relevant case under the individual, professional liability insurance taken out by Trivvy, increased by the applicable deductible (*eigen risico*). If for any reason on the basis of the insurance policy Trivvy is not entitled to any payment, Trivvy's liability will be limited to a maximum of €20.000.
8. Claims for compensation of damage will expire one year after the date on which the client became aware of the damage and Trivvy's liability.
9. Fees shall be payable by the client to Trivvy for the performance of an instruction, plus disbursements and turnover tax. Unless otherwise agreed, the fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate to be determined by Trivvy.
10. Invoices of Trivvy are payable within fourteen days – without suspension or setoff –. In case of non-payment for the activities carried out by or at the instructions of Trivvy for the benefit of the client, Trivvy will be authorised to suspend its activities until full payment of the outstanding invoices has been effected. Any liability on the part of Trivvy for damage that may arise as a result thereof, shall be excluded.
11. Trivvy provides information, advice, invoices and other data in principle by electronic means. Unless otherwise agreed, the client agrees with receipt of information via electronic means.
12. The complaints procedure and a privacy policy of Trivvy are applicable to the services provided by Trivvy. The complaints procedure and the privacy policy have been published on the website of Trivvy www.trivvy.nl and will be made available on request.
13. The legal relationship between Trivvy and the client is exclusively governed by Dutch law.
14. Disputes will exclusively be submitted to the competent court in Amsterdam.