

General terms and conditions of BJTK

1. BJTK and Biesheuvel Jansen Advocaten are trade names of Biesheuvel Jansen Timmerman Kuster B.V., a private limited liability company incorporated under Dutch law, with its corporate seat in Amsterdam and registered with the trade register under number 59854774 (**BJTK**).
2. These general terms and conditions apply to all assignments BJTK accepts, including any non-contractual claims connected with them, follow-up assignments and further instructions from the client (the **Assignment**).
3. Only BJTK shall act as the contracting party (*opdrachtnemer*) towards the client, even where it is the client's intention that an assignment be carried out by a specific person associated with BJTK. Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code are excluded. Associated persons will include any: (former) partner, shareholder, director, employee, adviser, freelancer or other (legal) person who works or has worked for BJTK, as well as *Stichting Beheer Derdengelden Biesheuvel Jansen* and third parties engaged by BJTK, including their heirs and legal successors (**Associated Persons**). All provisions of these general terms and conditions also constitute an irrevocable third-party stipulation for no consideration for the benefit of each Associated Person.
4. BJTK may engage third parties in connection with the performance of the Assignment. BJTK shall exercise the necessary care in doing so but is not be liable for any errors or shortcomings of the third parties it engages. BJTK may accept, on behalf of the client, any limitation of liability of those third parties.
5. BJTK may adjust its hourly rates annually.
6. All liability of BJTK, including in connection with the Assignment, is limited to the amount paid out, if any, under BJTK's professional liability insurance, increased by the applicable deductible. Associated Persons cannot be held liable.
7. If, for whatever reason, no payment is made under any applicable insurance, all liability of BJTK is limited to a maximum amount equal to the fees BJTK has charged for the Assignment concerned and has actually received and retained in the twelve (12) months preceding the event giving rise to the damage, with a maximum of EUR 100,000. BJTK is only liable for direct loss and, among other things, not for indirect loss, loss of profit or lost savings.
8. Any claim against BJTK lapses one (1) year after the client became aware, or could reasonably have become aware, of the damage and BJTK's liability, unless BJTK has received a written notice of liability before that time. In any event, any liability of BJTK lapses two (2) years after the first event giving rise to the damage to which the liability relates.
9. The client indemnifies and holds harmless BJTK and all Associated Persons against claims by third parties arising from or connected with the Assignment, except to the extent directly caused by wilful misconduct (*opzet*) or conscious recklessness (*bewuste roekeloosheid*) of BJTK. This indemnification also includes reasonable costs of legal assistance and defence.

10. BJTK may use (generative) AI and applications thereof in performing the Assignment, including for legal research, due-diligence, analysis, correspondence, drafting documents and administrative support. In doing so, BJTK uses only professional AI environments in which input is not used for model training and in which appropriate technical and organisational security measures have been taken. Final responsibility always remains with BJTK.
11. Pursuant to the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wwft*), BJTK is required to establish the identity of clients and to report unusual transactions to the authorities, without informing the client. By instructing BJTK, the client confirms being aware of this.
12. BJTK has published a complaints procedure on www.bjtk.law. This complaints procedure applies to every Assignment.
13. BJTK processes personal data in accordance with the General Data Protection Regulation (GDPR) and its privacy policy, available at www.bjtk.law.
14. BJTK may amend these general terms and conditions. Amendments take effect once the client has been notified thereof in writing. The most current version of these general terms and conditions is available at www.bjtk.law.
15. These general terms and conditions are available in Dutch and English. If a dispute arises about the content or meaning of these general terms and conditions, the Dutch text prevails.
16. The Assignment, these general terms and conditions, any (other) legal relationship between BJTK and its clients and any non-contractual claims are exclusively governed by Dutch law. All disputes arising from or connected with the work performed by or on behalf of BJTK, or instructed to it, are subject, at first instance, to the exclusive jurisdiction of the district court of Amsterdam (*rechtbank Amsterdam*).
