



General conditions and privacy statement

I. General conditions

1. FJP Advocaten ('FJP') is an association of limited liability companies registered at the Company House of Amsterdam under number 34317765. A list of the partners of "Maatschap FJP Advocaten" shall be sent on written request.
2. These general conditions are applicable to all services performed by FJP, its partners, directors or employees. All dispositions contained in these general conditions are also applicable to all services performed by former partners, directors or employees of FJP.
3. Requests to perform services addressed to FJP or individually to its lawyers shall be considered accepted and performed by "Maatschap FJP Advocaten" alone. FJP can only be represented by its lawyers. Articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code are not applicable, nor shall be applicable even if the implicit or explicit intention of the person requiring the services was to appoint a particular lawyer working within FJP.
4. Performance of the required services shall take place only in favour of the person who required it. Third parties cannot claim any right in connection to the activities performed for the person who required them.
5. Tariffs of FJP's lawyers vary according to their expertise and specialization. Variation of agreed tariffs shall be communicated beforehand the person who required the activities to be performed.
6. FJP retains the right to ask, before starting its activities, the payment of retainers which will be set off with the fees due at the time of issue of the final invoice.
7. FJP invoices its activities and the incurred costs periodically. Invoices must be settled within fourteen days from the date of their issue. In case of lack of (timely) payment FJP has the right to apply commercial interests on the due amounts and to suspend immediately its activities.
8. FJP has the explicit right to settle its unpaid invoices using funds destined to the client which are deposited on the escrow account ("*derdengelden*") at FJP's disposal. However, should the client contest the relevant invoice within a reasonable time – which cannot exceed 30 days from the receipt of such invoice – FJP's mentioned right will cease.
9. All judicial and extra-judicial costs sustained by FJP in order to recover its credits towards the person who required the performed activities shall be born by such person. Judicial costs shall be quantified according to the actual activities performed for the judicial recovery, including lawyers' fees according to their hourly tariff, also in case such lawyers are working within FJP. As reimbursement of extra-judicial costs and even in case the relevant activities are limited to the sending of dunning letters, the person who required the activities shall pay a penalty equal to 15% of the unpaid amount, with a minimum of € 50.--. The above does not limit FJP's right to claim the reimbursement of damages exceeding such amounts.
10. FJP has the right to have the required activities performed, under its liability, by its partners, directors and employees and, if needed, by utilizing the services of third parties such as correspondent lawyers, bailiffs, experts. The costs of these third parties will be separately invoiced to the clients and are not part of FJP's fees.



11. FJP is liable for the lack of performance of third parties whom it utilizes only in so far the possible damaged caused by those third parties can be reimbursed by them and only up to the reimbursable amount. FJP has the explicit right to accept, also in name and on behalf of the person who required the activities, possible limitation on liability applied by third parties.
12. The liability, either jointly or severally, of “Maatschap FJP Advocaten”, its partners, directors or employees is limited to the maximum amount provided for by the insurance police for the case at stake increased with the applicable franchise and, in any event, up to the maximum amount of € 1,000,000, safe in cases of fraud or serious negligence. FJP is insured for its activities in the Netherlands and in Italy by Meeus Assurantien B.V., Box 81, 3800 AB Amersfoort.
13. Should, for any reason whatsoever, the insurance be not applicable, the liability, either jointly or severally, of FJP, its partners, directors or employees is limited to an amount equal to the total amount of the fees invoiced by FJP up to a maximum of € 10,000, safe in cases of fraud or serious negligence.
14. The right of the person who required the performed activities to claim a reimbursement of damages shall be forfeited if such person has not informed FJP of his/her claim in writing, specifying the reasons thereof, within 6 months from the moment in which he/she has become aware or could have become aware of the circumstances on which his/her claim is based or, in any event, within 13 months from the end of the required activities.
15. Our services are subject to the Disputes and Settlement Regulation for Lawyers (“Klachten- en Geschillenregeling Advocatuur”). If you are unhappy over the quality of the services rendered or the amount of the invoiced fees please contact first the lawyer who handled your case. If you cannot find together a satisfactory solution, you can ask the intervention of the person appointed by our office to examine client's complaints; on your request we will let you have the name of such person and a form with which you can formalize your complaint. You must file a complaint within three months from the day you have knowledge, or you could have had knowledge, of the circumstances which give rise to your complaint. Should no solution be reached which is acceptable to you, you can address your complaint to the Commission for the Dispute with Lawyers (“Geschillencommissie Advocatuur”) by filling in a form named “request form to the Commission for the Dispute with Lawyers” (“vragenformulier Geschillencommissie Advocatuur”) and sending it to the Commission. In such form you can specify your complaints and also make suggestions as to solve them. The Commission will then handle your complaint according to her internal regulation. You can use a checklist to establish is your complaint can be handled by the Commission. You can find the checklist, request form and the Commission's internal regulation at the following site: www.geschillencommissie.nl or ask them contacting the Commission' secretary at the following address: Geschillencommissie Advocatuur, Postbus 90600, 2509 LP Den Haag, Tel: 070-3105310.
16. The relation between FJP and the person who required the activities is exclusively subject to Dutch law. All disputes which could arise from such relation are exclusively subject to the jurisdiction of the courts in Amsterdam.
17. These general conditions shall remain applicable also to appointments following or extending the first one.
18. These general conditions are written in different languages. In case of differences in the texts, the only binding text is the one written in Dutch language.



II. Privacy statement

19. FJP respects your personal data and takes care that all personal information received or otherwise obtained will remain confidential. Personal information is to be considered any information pertaining to a person, including any data which indirectly gives any information on such person. In the following dispositions FJP implements the obligations set forth by de General Regulation on Protection of Personal Data (GRPPD) for the protection of the subjects whose information is processed by FJP.

20. FJP processes personal data in order to perform and improve its services and to be able to communicate directly with you as interested party. It is possible that FJP appoints third parties in order to evaluate its services: as interested persons you have the right to chose whether to participate to such evaluations and, for that purpose, to communicate your personal data. You have also the right to subscribe into lists for newsletters or other forms of communication used by FJP.

21. FJP processes the obtained personal data only for the following purposes:

- performance of legal services, including drafting of contracts or assistance in (judicial) proceedings
- recovery of due amounts for unpaid invoices
- advice, mediations and contact with other consultants
- performance of obligations set forth by law
- marketing and communication activities
- acquisitions and selections (employment requests)

22. FJP processes the following (kinds or categories of) personal data in order to perform its services or which are freely give by the interested parties:

- concerning the addresses of residence, phone and fax numbers, e-mail addresses
- concerning place and date of birth, fiscal code, numbers of driving licences, identity cards and/or passports

Such data are processed by FJP whenever freely given by the interested parties or by third parties – including counterparties – or obtained from public sources.

23. FJP processes the above mentioned personal data in accordance to article 6 GRPPD only because of:

- performance of public obligations
- performance of contracts
- authorization of the interested party
- protected interests

24. FJP shares personal data with third parties only and for so far it is necessary for the performance of its services and always in compliance with the above dispositions, for instance when such is needed in order to temporary substitute an incapacitated lawyer with another lawyer of the firm, when technical appraisals must be asked or services from third parties are needed, such as IT services, in the course of a judicial proceeding or otherwise, including for the correspondence with the counterparty. FJP can also transmit personal data to third parties, such as a controlling body or any other public institution, whenever obliged thereto by law. FJP convenes service contract with the third parties who process personal data in its behalf which contain the obligation of such third parties to comply with the dispositions of the GRPPD. The third parties to whom FJP delivers the personal data are personally responsible, in any case of (further) processing, for the compliance



with the dispositions of the GRPPD. Such third party can be, for instance, accountants, notaries or other subject to whom an advice or appraisal is asked.

25. FJP particularly takes care of the protection of your personal data and puts into operation, in accordance to the possibility offered by the existing technical possibilities, all technical and management means needed to offer a protection tailored to the risk at stake. Whenever FJP uses the services of third parties, such as IT companies, it will include into the service contracts with such third parties all dispositions needed to guarantee a sufficient level of protection.
26. FJP shall not keep the obtained personal data for a period exceeding that which is needed for the above mentioned purposes or which is set forth by law.
27. Any request to know, correct, limit or delete your personal data or any opposition to their processing or transfer as well as any revocation of a previous authorization can be sent to the address indicated below. Within 4 weeks from receipt of your communication you will receive our answer. There could be cases when FJP cannot (fully) comply with your request: for instance whenever a confidentiality obligation must be applied or a legal term for conservation of the data must be respected. All requests must be sent to: FJP Advocaten, info@fjplaw.nl. In order to allow us to deliver the required information to the person entitled to it, the request must be accompanied by a copy of a valid identification document (identification card or passport) where the fiscal code and the picture are deleted. FJP shall only answer to requests concerning personal data of the person who sends the request.
28. On FJP's website can be inserted buttons or links to promote or share networks, third parties' websites or social media such as Twitter, LinkedIn or Facebook. FJP has no control on the processing of data performed by such third parties nor is in any way responsible for it. Use of such media is therefore at your risk. Before using it it is advisable to gain information on the policy for the protection of personal data applied by such third parties.
29. FJP can gather information on the use of webpages for statistical purposes; personal data obtained in such a way are in general anonymous and are not given to third parties by FJP. In order to improve the use of FJP's websites "cookies" can be used: a "cookie" is a small text file which your computer, telephone or tablet downloads when you visit a website of FJP. At any time you can refuse the use of "cookies" but in that case the fruition and use of the visited website could be affected. FJP's websites could use "cookies" of Google Analytics in order to, in short, monitor trends and behaviours of visiting subjects, obtaining reports to be used in order improve the effectiveness of the websites. Google can transfer such data to third parties if obliged thereto by law or if such third parties process data on behalf of Google. By using FJP's websites you give Google your authorization for processing your data in the ways and for the purposes above mentioned. "Cookies" can also be downloaded by using buttons and/or links, as above indicated for social media. You can find more information on "cookies" and how to block or delete them on the website of the Authority for Consumers and Market protection (<https://www.consuwijzer.nl/telecom-post/internet/privacy/uitleg-cookies>).
30. On FJP's websites a free blog or forum can be offered. All information which are published therein can be read, gathered and used by anyone, even by unknown subjects. A request to delete personal data from a blog or forum can be sent to the address mentioned in article 26 above. In some cases it could be impossible for FJP to delete data from a blog or forum: in such a case FJP shall inform the person who sent the request and shall specify the reason of such impossibility. If the person has published the information through third parties applications (e.g. social media) the above request shall have to be sent to such third party or to the IT manager of the used application.



31. FJP retains the right to modify this policy on privacy protection at any time and without the need of a previous communication. All modification will be published on our website, which we invite you to regularly visit.
32. Questions or remarks on processing of personal data or on this policy on privacy protection can be sent to the address mentioned in article 26 above.
33. This policy on privacy protection has been issued on May 24th, 2018.