

COMPANY INFORMATION AND GENERAL TERMS AND CONDITIONS

THE DATA LAWYERS

Version June 2022

COMPANY INFORMATION

The Data Lawyers B.V. is a law firm specialising in privacy and IT law, including related fields such as direct marketing, e-commerce and whistleblower's schemes. It is a private limited company (*besloten vennootschap*) registered with the Chamber of Commerce under No. 77892755. It does not have a client monies foundation.

CONTACT DETAILS

The Data Lawyers
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1015 BT Amsterdam
info@thedatalawyers.com

PAYMENT DETAILS:

IBAN: NL25 INGB 0009 2730 61
BIC: INGBNL2A
VAT No.: NL861188159B01

INSURER

The business and professional liability insurer of The Data Lawyers is Aon Nederland C.V., domiciled in Rotterdam at Admiraliteitskade 62 (3063 ED), without specific geographical coverage.

THE DUTCH BAR ASSOCIATION

The Data Lawyers and its affiliated lawyers are registered with the Dutch Bar Association and locally with the Amsterdam Bar Association.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all the services provided by or on behalf of The Data Lawyers. This includes any instructions or follow-up instructions given to The Data Lawyers. Instructions given by a client to The Data Lawyers constitute a contract for services under Dutch law. Article 6:227b(1) and 6:227c of the Dutch Civil Code ("DCC") relating to the requisite information and conclusion of a contract in electronic commerce do not apply if the client is acting in the course of conducting a profession or a business.

1. DEFINITION

Client: the party that enters or will enter into a contract for services with The Data Lawyers with a view to The Data Lawyers performing services, or that otherwise has a legal relationship with The Data Lawyers in connection with these services.

2. PERFORMANCE OF THE CONTRACT

In principle, all services within the scope of the contract are performed by lawyers affiliated with The Data Lawyers. Where appropriate, The Data Lawyers may engage the assistance of third parties, e.g. lawyers with a different expertise. The Client is bound by the terms and conditions that The Data Lawyers (either in its own name or in the Client's name) agrees with the third parties it engages, including restrictions of liability. The operation of Article 7:404 DCC is excluded.

3. COMMUNICATION AND DOSSIERS.

The Client gives The Data Lawyers permission to communicate by unsecured electronic means, including email and telephone.

The Data Lawyers is not liable for any damage resulting from such unsecured communication.

The Data Lawyers will retain the dossiers and other data it has at its disposal in accordance with the applicable minimum retention period. Following the end of that period, it may destroy the dossiers and other data without notifying the Client.

4. PROVIDING DATA AND CONFIDENTIALITY

The Client will provide The Data Lawyers with the information The Data Lawyers needs to comply with its legal obligations, including those relating to client identification.

The Data Lawyers will treat information it receives from the Client within the scope of a contract confidentially, having due regard to the applicable regulations. The lawyers affiliated with The Data Lawyers will, inter alia, observe their legal obligations of secrecy. They are, however, in certain circumstances obliged to report unusual transactions, or a suspicion of such, to the authorities.

5. COSTS AND INVOICES

The Data Lawyers will charge a fee for its services that is, in principle, based on the number of hours spent on those services multiplied by the applicable hourly rate. Where applicable, external costs (such as courier costs and travel and accommodation expenses) and value-added tax (VAT) will also be charged.

In certain circumstances, The Data Lawyers may request an advance, e.g. from a new Client, or if it has to incur substantial costs or make substantial investments.

In principle, invoices are issued on a monthly basis. Invoices are to be paid within 14 days after the date of the invoice. If the invoice is not paid on time, The Data Lawyers is entitled to charge interest at the statutory rate plus all reasonable costs for collecting its claim.

The Client may object to an invoice by means of a written objection to The Data Lawyers within 30 days after the

invoice date. If no such notification is received, the invoice will be deemed to have been accepted.

6. LIABILITY AND INDEMNIFICATION

The liability of The Data Lawyers and its affiliated lawyers is limited to the amount covered by the business and professional liability insurance plus the excess. If, for whatever reason, the insurer declines to pay, The Data Lawyers' liability is limited to the invoice amount of the entire contract or, if the Dutch Legal Profession Regulations (*Verordening op de Advocatuur*) does not allow that, EUR 500,000. This limitation of liability applies regardless of the legal ground, contractual or statutory, and third parties engaged by The Data Lawyers may rely upon it. The Data Lawyers is not liable for damage that occurs through the acts or omissions of third parties, including any third parties it may have engaged. The operation of Article 7:407 DCC on joint and several liability when a contract has been issued to more than one party is excluded.

The Client indemnifies The Data Lawyers and its affiliated lawyers against any claims from third parties, including the costs of legal assistance, which may in any way be related to the services provided to the Client, unless the claims are the result of intent or gross negligence on The Data Lawyers' part.

7. LAPSE OF RIGHTS

All rights of action, including the right to damages, against The Data Lawyers in connection with the performance of its services will lapse one year after the day on which the Client came to know of or reasonably ought to have come to know of the existence of these rights or the damage and the possible liability off The Data Lawyers.

The rights of action in any event lapse two years after the services were provided by or on behalf of The Data Lawyers.

8. THIRD-PARTY CLAUSE

Third parties engaged by The Data Lawyers (see Article 2) may likewise rely on these General Terms and Conditions, including Article 6 (Liability and Indemnification). The relevant passages therefore apply as an irrevocable third-party clause; the operation of Article 6:254 DCC is excluded.

9. END OF THE CONTRACT

The contract must be terminated in writing. The Client may terminate the contract at any time. The Data Lawyers may terminate the contract with due regard to a fourteen-day notice period, or with immediate effect if a Client has not paid an invoice on time.

If the contract ends, the Client owes The Data Lawyers for the services The Data Lawyers performed prior to the end of the contract, and for any other services that The Data Lawyers must perform after the end of the contract in order to transfer the matter to the Client or a third party.

10. COMPLAINTS PROCEDURE AND PRIVACY

The office complaints procedure of The Data Lawyers applies to the services provided by the lawyers affiliated with The Data Lawyers. If the Client has a complaint, the Client may contact the complaints officer of whom the contact details are included in the office complaints procedure.

The Data Lawyers is responsible for processing personal data within the scope of the provision of its services. Please refer to The Data Lawyers' Privacy Statement for more details.

Like this Company Information and General Terms and Conditions, the complaints procedure and the Privacy Statement of The Data Lawyers are available at its office and via its website: www.thedatalawyers.com.

11. APPLICABLE LAW AND JURISDICTION

The legal relationship between the Client and The Data Lawyers is governed exclusively by Dutch law. Any disputes that may arise between the Client and The Data Lawyers will exclusively be brought before the competent court in Amsterdam. In departure from this, the Client and The Data Lawyers may agree in writing that the Disputes Committee for the Legal Profession is competent. See www.advocatenorde.nl/geschillencommissie-advocatuur (in Dutch) for more details.

The Dutch text of these General Terms and Conditions will be binding in the event of a dispute about the content or purport of these General Terms and Conditions in any translated version.