

General Terms and Conditions

1. Tjiam Litigation B.V. ("**Tjiam Litigation**") is a private limited liability company, having its registered office in Amsterdam and registered with the Trade Register under number: 42044219
2. These General Terms and Conditions apply to all services provided by Tjiam Litigation.
3. These General Terms and Conditions may only be deviated from in writing.
4. All engagements are accepted and performed exclusively by Tjiam Litigation, even if it is intended that an engagement will be performed by another person. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are excluded.
5. Tjiam Litigation does not accept cash payments. All payments must be made by bank transfer.
6. Unless otherwise agreed in writing, Tjiam Litigation charges fees on the basis of time spent at the rates set by Tjiam Litigation (rates exclude VAT). These rates will be reviewed annually. As a rule, the services are invoiced monthly. A payment term of 14 days applies. If payment is not made on time, the client shall be deemed to be in default without any further notice of default being required, and Tjiam Litigation shall be entitled to charge the client statutory interest and extrajudicial collection costs. Tjiam Litigation may suspend its services if the client leaves an invoice unpaid.
7. All external costs, such as court fees, information costs, bailiff's fees, travel costs, courier costs, translation costs and other third-party costs will be charged to the client.
8. Any error or negligence in the services provided by Tjiam Litigation may only result in liability on the part of Tjiam Litigation. Such liability is limited to the amount paid out in the relevant case under the (professional) liability insurance taken out by Tjiam Litigation, increased by the applicable deductible under that insurance.
9. If the insurer does not make a payment, the total liability of Tjiam Litigation is limited to the amount invoiced in the matter concerned, subject to a maximum of EUR 50,000.

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10. All persons and entities affiliated with Tjiam Litigation shall under no circumstances be liable. This includes all former, current and future partners, employees, interns, directors, (indirect) shareholders and/or group entities affiliated with Tjiam Litigation. These persons and entities may also rely on these General Terms and Conditions.
11. Any liability of Tjiam Litigation shall lapse if the client has not held Tjiam Litigation liable in writing within one year, calculated from the date on which the client became aware, or may be deemed to have become aware, of the event giving rise to the liability.
12. The client shall indemnify Tjiam Litigation and the persons affiliated with Tjiam Litigation against all third-party claims arising from or connected with the engagement or the services performed by Tjiam Litigation, unless there has been intent or deliberate recklessness on the part of Tjiam Litigation. This indemnity also includes the costs of legal assistance or defence. The client shall indemnify the persons affiliated with Tjiam Litigation for the costs of legal assistance or defence against disciplinary complaints made by third parties.
13. Tjiam Litigation is not liable for damage resulting from failures of third parties engaged by it. An engagement of Tjiam Litigation also includes the authority to accept, on behalf of the client, any terms and conditions of third parties, including limitations of liability.
14. These General Terms and Conditions also apply to additional and follow-up engagements from the client.
15. Tjiam Litigation does not have a foundation for client funds (stichting derdengelden).
16. An internal complaints procedure applies to the services of Tjiam Litigation. This procedure can be consulted on the website: www.tjiamlitigation.com.
17. These General Terms and Conditions have been drawn up in both English and Dutch. In the event of any ambiguity, the Dutch version shall prevail.
18. All legal relationships with Tjiam Litigation are governed by Dutch law. Any disputes – with the exception of disputes in respect of which a complaints procedure is pending – shall be submitted exclusively to the competent court in Amsterdam.

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Tjiam Litigation, 1 May 2026