

**FirmEU B.V.** (hereafter: "Company") is registered at the Dutch Chamber of Commerce under number 85553972. The provisions in these general terms & conditions (hereafter: "GTC") apply to any legal relationship between Company and each business client (hereafter: "the Client").

### **FirmEU B.V.**

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### **Terminology**

Unless the GTC expressly provides otherwise, the following applies to the interpretation of the following articles:

- a reference to a person counts as a reference to a natural person, partnership, or legal person;
- the preamble, heading, and numbering of Articles and/or Appendices (or parts thereof) in or with the GTC are only included to facilitate the use and have no influence on their interpretation;
- a reference to "subsidiaries", "group companies" and "participations" is deemed to be a reference to subsidiaries, group companies, or participations as referred to in Article 2: 24a Dutch Civil Code, Article 2: 24b Dutch Civil Code, and 2: 24c Dutch Civil Code; and
- the words "including" and words like scope mean "including but not limited to".

### **Definition of services**

The Company's services exist out of the following potential services:

- Notarial Services;

Additional Services. (hereafter collectively referred to as the "Services")

Examples of Notarial Services include:

- Establishing a legal person;
- Transfer of shares to a legal person;

- Amendment of articles of association;
  - Notarial identifications;
  
  - Other notarial deeds.
1. Company is a corporate service provider, mainly acting as an intermediary. Client may hire Company to intermediate in the following specialized business services (hereafter: “Special Services”):
    - a. Recruitment services;
    - b. Corporate services (immigration, tax & legal).
  2. Company never performs Special Services itself. Company only intermediates between the Client and the designated partner (hereafter: the “Partner”) executing the Special Services.
  3. Client may hire Company to perform the following additional services (hereafter “Additional Services”):
    - a. Request EORI registrations;
    - b. Bank introductions/assistance;
    - c. Chamber of Commerce information requests.
  4. . Company performs the Additional Services itself, under conditions to be specified.

### **Limitation of liability**

5. Company cannot be held liable for any damages resulting from a Notary’s failure to perform a Notarial Service or a Partner’s failure to perform a Special Service. The Company cannot be held liable for any third-party delays or mistakes. Working with numerous international partners located in different time zones, the Company tries to facilitate everything to the best of its ability.
6. The client is responsible for following up on notaries’ requests during the incorporation process and providing Company and Notaries with the right documentation. When the client refuses to follow up, the responsibility is with the client only. No refunds will be provided to the clients. If the client provides the wrong information to the Company, the Company cannot be held liable for any mistakes or wrongdoings, but rather the client of its partner.
7. If and to the extent that Company is to be held liable for damages in connection with the performance of any Service, these damages shall at all times be limited

to the fee that Client has paid to Company for that particular Service in relation to which the damages have occurred, such to a maximum of € 5,000.

8. Company shall at no time be liable for any indirect or consequential damages resulting from the performance of any Service, either by a Notary, a Partner or by Company itself.
9. If the client is asking for a refund after the Company has already started the work, the Company is not required to refund the amount, based on the stage of the work its in. If the work has barely started, the Company will refund the amount, minus time spent by the Company's consultants.
10. If the client is under the impression that certain services should have been provided by the Company, or were included in the initial proposal, then the Company will fulfill its tasks. These impressions will have to be supported by explicit evidence that the Company was going to provide these services. If such evidence is not provided, then the Company cannot be held liable.

### **General**

11. Client is not permitted to transfer his right to execution of the Service to third parties unless Company expressly agrees to this in writing.
12. Client guarantees the correctness, completeness, and reliability of the documents and files made available to Company and the Partners, even if they come from third parties.
13. Should one or more provisions of these GTC be declared null and void, this does not affect the validity of the other provisions.

### **Applicable law**

14. Dutch law applies to the legal relationship between Company and Client.
15. Any dispute between Client and Company shall be resolved exclusively by the competent judge in the Court of Amsterdam, the Netherlands.