



Tech Law Practice Mouritz Legal

GENERAL TERMS AND CONDITIONS

1. These general terms and conditions apply to all assignments carried out by Mouritz Legal, a law firm having its principal place of business in Amsterdam, The Netherlands (the “Firm”). The Firm may update these general terms and conditions periodically.
2. The term “Affiliated Person” includes and refers, where applicable, to owners, shareholders, partners and legal advisors of the Firm. All client assignments are considered to have been given to the Firm, also in the event that it is the explicit or implicit intent that the assignment be performed by a specific Affiliated Person. Article 7:404 of the Dutch Civil Code, which provides for the latter, and Article 7:407 subsection 2, which creates a joint and several liability where assignments have been given to two or more persons, shall not apply.
3. Any information provided or any opinions expressed by the Firm or an Affiliated Person on this or another website such as LinkedIn shall not be considered advice and shall be for information purposes only.
4. The Firm shall exercise due care in carrying out assignments and selecting and engaging the services of third parties. However, when carrying out a client assignment, should an event occur which may lead to liability and that is solely and directly attributable to the Firm, such liability shall be limited to the amount or amounts paid out, if any, under a professional liability insurance in the matter concerned and under which an Affiliated Person of the Firm is covered as a beneficiary. Such amount(s) shall include the deductible as required by the Dutch Bar Association and as stated under this insurance. The insurance coverage stated in this Article 3 is the sole remedy for any and all damages. If, for whatever reason, the insurer makes no payment under the insurance policy referred to in this article, then neither the Firm nor any Affiliated Person shall be liable for any damages, in relation to or on the basis of, any contractual assignments, tort, or otherwise, except in case of willful intent or gross negligence of the Firm.
5. Each claim for damages will lapse three (3) months after the start of the day, following the day on which the client could have known with the damages and with the Firm as liable party.
6. In the event that the Firm engages a non-Affiliated Person in connection with the performance of a client assignment, the Firm shall not be liable to the client for any errors of such person. By giving an assignment to the Firm, the client authorizes the Firm to accept on the client’s behalf any limitation of liability requested by such non-Affiliated Person.

7. Not only the Firm, but also each person affiliated with the Firm or with whom the Firm cooperates with may invoke these general terms and conditions. The same applies to former Affiliated Persons and successors under universal title of succession of (former) Affiliated Persons.

8. The professional fees and, if applicable, office costs to be charged by the Firm in connection with an assignment, shall be agreed upon by the Firm and the client concerned. Costs paid for by the Firm on behalf of a client shall be charged separately as well as any costs incurred by the Firm for the engagement of a non-Affiliated Person in connection with the performance of a client assignment.

9. The services rendered by the Firm shall in principle be charged to the client on a monthly basis and shall be subject to payment within 14 days of the invoice, unless agreed differently. The Firm reserves the right to ask for a retainer before rendering services.

10. The Firm is obliged to establish the identity of its clients. The firm will enter into engagement letters with its clients before carrying out any assignments. The engagement letters will cover such topics as the scope of assignments, fee arrangements, data protection and data security measures and also referencing and incorporating these general terms and conditions.

11. The Firm retains all right, title and interest to the formats, business models and applications of the Firm (jointly the “Works”) not otherwise granted or assigned to the client. The Firm shall grant to the client a license to use the Works for the duration of the assignment with the Firm. The Works shall be considered a trade secret and are subject to i.a. copyright, trademark and trade secret rights. Upon termination of the assignment the client shall refrain from any commercial exploitations which are similar to the Works. Any assignments for clients carried out by the Firm are subject to attorney-client privilege. Business matters of the Firm, including, but not limited to, business processes of the Firm and identities of and matters in relation to other clients of the Firm are considered to be confidential information of the Firm, which confidential information may not be used or disclosed unless, where applicable, the Firm and/or the client in question provide prior written consent.

12. The Firm does not maintain or utilize a third-party bank account for its clients.

13. The relationship between the Firm and its clients shall be governed by Dutch law. Any disputes between the Firm and a client shall be exclusively decided upon the competent court in Amsterdam, The Netherlands.

The Firm and these general terms and conditions are registered with the Chamber of Commerce in The Netherlands under number 66552141 on 1 August 2016. The latest version of these general terms and conditions is available via www.mouritzlegal.nl