JACOBS
PRIVACY & AI LAW

General Terms and Conditions

1. Contracting firm

The contracting firm is Jacobs Privacy & AI Law. Jacobs Privacy & AI Law with its registered offices at Kleine Wiel 6, 1398 JB Muiden, The Netherlands, Chamber of Commerce number 73508519 (the firm).

2. Application of general conditions

These general terms and conditions apply to all services provided by the firm or third parties engaged by the firm to its client (the client).

3. Client Funds

The firm does not receive client funds within the meaning of the Netherlands Bar Regulation. The firm is therefore exempt from the obligation to have a client funds foundation. If the firm is nevertheless confronted with client funds, the firm ensures that the funds are either transferred directly to the party entitled to them, in accordance with Article 6.19, first paragraph, of the Netherlands Bar Regulation, or that the firm joins a client funds foundation (and channels the funds through that foundation). In that case, all rules regarding client funds apply. Under no circumstances does the firm receive client funds into the firm's account.

4. Performance of legal services

The firm will perform the legal services in conformity with the applicable standards of due care and competence.

5. Instructing third parties

These general terms and conditions equally apply if third parties provide the services on behalf of the firm, unless the client has executed a contract directly with such third party. The firm will exercise due care in selecting such third parties. If Jacobs Privacy & AI Law is unable to perform its work for a client due to an accident, long-term illness or holiday, its affairs will be handled by M.H. Elferink-Koomen, Elferink & Kortier Advocaten, with whom Jacobs Privacy & AI Law has executed a temporary replacement agreement.

6. Electronic communication

The firm will implement reasonable measures to prevent damage caused by viruses and to prevent interception or manipulation of electronic communications. The firm is not liable for any damage arising from viruses or other irregularities in electronic communications.

7. Fees

Unless otherwise agreed in writing, the firm charges the client an hourly fee every month in arrears. The firm will invoice its activities and costs incurred in the preceding month, and the account shall include VAT (where applicable). The fees may be amended by the firm annually. Out-of-pocket expenses may, among other things, include costs for translations, bailiffs, travel, and court fees. The

firm reserves the right to require a retainer for fees and expenses and to postpone the commencement/provision of its legal services until the client has paid the retainer.

8. Terms of payment and default on payment

The client must pay invoices in Euro, without deductions or set-off, to the bank account designated by the firm within 30 days of receipt of the invoice. Payments received shall be applied to the invoice with the longest remaining balance.

If an invoice is not paid in time, the client is automatically in default without further notice from the firm.

In such an event, the firm may suspend or terminate its services, without prejudice to its right to payment. Still, it will do so only if the client has failed to cure the default after having been given a reasonable payment reminder.

9. Limitation of liability

In deviation of Articles 7:404, 7:407 (2), 7:409, and 7:422 (1)(b) of the Dutch Civil Code, all services will be rendered by the firm, regardless of whether the services have been engaged with a view to a specific person. Any liability of the firm for damage arising from the execution of the services is limited to the compensation actually paid out in a particular case by the firm's (professional liability) insurance.

If the insurer makes no payment, the firm's liability is limited to direct damage to the client, in an amount not exceeding the fee charged in the case, with a maximum of EUR 10,000. Liability for any other damage is excluded. This exclusion/limitation of liability does not apply in the event of wilful misconduct or gross negligence by the firm.

Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code, any claim against the firm shall lapse twelve months after the event causing the damage was discovered or reasonably should have been discovered.

10. Personal data

Insofar as personal data is processed in the context of the performance of the Agreement, the parties will process this personal data in a proper and careful manner in accordance with the data protection laws and regulations and make further written agreements about this, if required by the data protection laws and regulations. The firm processes personal data in accordance with the privacy statement on the firm's website.

11. Complaints and Disputes Procedure

Our complaints procedure applies to all assignments agreed by the firm and the client. The complaints procedure is posted on our website. If the complaints procedure is not applicable or does not result in a solution, any dispute shall be submitted to the competent court.

12. Applicable Law and Jurisdiction

The legal relationship between the firm and the client is governed by Dutch law. Unless agreed otherwise herein, all disputes shall be exclusively settled by the court in Utrecht, without prejudice to the rights of the firm to present a conflict to another court having jurisdiction.

These general terms and conditions have been drawn up in Dutch and English. The Dutch version of these general conditions is the leading version.

Last modified on 22 October 2026