

General Terms and Conditions for Service (the 'General Conditions') of Reijnders Vreugdenhil Advocaten, a partnership, registered in Haarlem with branch office in Amsterdam, and its members.

I. Definitions

The following terms have the following meanings in these General Conditions:

- a. Partnership: Reijnders Vreugdenhil Advocaten, a public partnership registered in Haarlem with branch office in Amsterdam, registered with the Netherlands Chamber of Commerce under no. 56050143. This partnership is an advocacy practice. Each partner practises at their own risk and expense;
- b. The individual attorney: an attorney who is a member of the Partnership;
- c. Client: the party that contracts with the attorney who accepts the assignment;

II. Scope

These General Conditions apply to all agreements entered into with the individual attorney. These General Conditions also apply to additional and follow-up assignments, in which case, the client is presumed to be familiar with these General Conditions.

III. Assignment

- a. When a client instructs the individual attorney to represent their interests, an assignment from the client to the individual attorney is only binding once accepted by the attorney. An assignment is accepted to the exclusion of the provisions of Book 7 Articles 404 and 407 (2) of the Dutch Civil Code;
- b. An assignment is deemed to have been given to the individual attorney and to be accepted exclusively by that attorney. The client agrees that the attorney may have the assignment or parts thereof performed by one or more attorneys affiliated to the partnership under their responsibility;
- c. An assignment shall be carried out exclusively for the client's benefit. Third parties cannot derive any rights from the performance of the work performed for the client.

IV. Fees and disbursements

- a. The costs incurred by an individual attorney in the performance of an assignment exclusively comprise fees and disbursements. All amounts are exclusive of **VAT**, unless stated otherwise. No standard or percentage office fee is charged. Disbursements are charged at cost price.
- b. Unless expressly agreed otherwise between the parties, the fee is determined by the time spent and the hourly rate applicable to the assignment in question.
- c. Disbursements are the costs that an individual attorney pays specifically for the client's benefit (such as court fees and costs relating to e.g. the request for medical information, the work of a medical or pension advisor, bailiffs, courier services and the trade register).
- d. The Partnership or the individual attorney has the right to revise the hourly rate each year. If the hourly rate is increased, this increase will not be applied until two weeks after notification to the client.

V. Advance payment



The individual attorney can demand an advance payment from the client before commencing the performance of the assignment, or a payment on account before continuing with the performance of the assignment. A payment on account will be settled at the end of the assignment with the last outstanding invoice (s).

VI. Payment

- a. In principle, the fees and any disbursements are invoiced monthly in arrears.
- b. The payment term is 14 days after the invoice date, unless the parties have expressly agreed otherwise. After expiry of this period, the debtor shall be in default by operation of law and statutory interest becomes due. The Partnership or the individual attorney is then entitled to send a non-chargeable reminder in which payment of the outstanding invoice and the statutory interest on the outstanding amount is claimed again. If the amount due is paid within 14 days after this reminder, no collection costs will be charged.

If, however, the amount due has not been paid in full within this second period of 14 days, the Partnership or the individual attorney shall be entitled to pass on collection costs of a minimum of €40 and a maximum of €6,775, plus VAT.

The Partnership will apply the graduated scale pursuant to the Collection Costs Act of 1 July 2012.

- For claims of up to €2,500, including VAT: 15% of the principal sum, including VAT.
- For claims over €2,500, including VAT, and up to €5,000, including VAT: 10% of the principal sum including VAT.
- For claims over €5,000, including VAT, and up to €10,000, including VAT: 5% of the principal sum including VAT.
- For claims over €10,000, including VAT, and up to €200,000, including VAT: 1% of the principal sum including VAT.
- For claims over €200,000, including VAT, and up to €1 million, including VAT: 0.5% of the principal sum including VAT.

- c. If an invoice or advance payment is not paid within the payment term, the individual attorney and/or the Partnership may suspend its activities after the client has been informed of the intention to do so. Neither the Partnership nor an individual attorney are liable for any loss resulting from this suspension of work. The client shall not be entitled to rely on suspension or set-off of payment.

VII. Liability

- a. The Partnership has taken out a professional liability insurance policy. Any liability in connection with the performance of an assignment or otherwise shall be limited to the amount paid out under the applicable insurance contract in the case in question, increased by the amount of the excess under that insurance contract in the case in question.
- b. If for whatever reason no payment is made by an insurer, any liability is limited to direct loss and up to a maximum amount equal to the fee charged in the relevant case in the twelve months prior to the event which caused the liability, up to a maximum of €5,000, including VAT.



- c. Without prejudice to the provisions of Book 6 Article 89 of the Dutch Civil Code, a claim for damages will in any event lapse if the individual attorney and/or the Partnership has not been informed of this in writing within six months after the client became aware or could reasonably have become aware of the event or omission resulting in the loss.
- d. Any liability expires 5 years after the day that the case was concluded, which day is marked by the closing letter and/or the final invoice.
- e. The use by the Partnership of personal data in the broadest sense of this term is permitted insofar as this is necessary either for the execution of the assignment or for requesting an addition. The Partnership accepts no liability for loss caused by unauthorised third parties gaining unauthorised access to electronic data stored by the Partnership, except to the extent there has been any intent or gross negligence.

VIII. Engagement of third parties

- a. The Partnership is authorised to engage third parties (including other attorneys, bailiffs, civil-law notaries, accountants, doctors and pension advisors) in the execution of the assignment, insofar as the Partnership deems this desirable for the proper execution of the assignment.
- b. If the Partnership engages a third party as referred to in the previous paragraph to perform work in connection with the execution of the assignment, the Partnership is not liable for any errors that may be made by this third party.
- c. Third parties engaged in the performance of an assignment may wish to limit their liability. All assignments given to the Partnership also include the authority to accept such limitation of liability and/or other special contractual conditions on its own behalf and on behalf of the client, in which case the Partnership will be entitled to rely on this limitation of liability and/or special contractual conditions as against the client insofar as this pertains to the execution of the assignment by the third party.

IX. Archiving

The file will be kept for five years after the assignment has been completed, after which the partnership is free to destroy the file.

X. Client account

- a. The Partnership and its individual partners have entered into an agreement with Stichting Beheer Derden Reijnders Vreugdenhil Advocaten, which manages the mandatory client account on behalf of the Partnership.
- b. The Partnership, on its own behalf and on behalf of Stichting Beheer Derdengelden Reijnders Vreugdenhil Advocaten, excludes any liability arising from or in any way related to any failure by any bank to meet its obligations.
- c. Unless the client has objected in writing, the Partnership and Stichting Beheer Derdengelden Reijnders Vreugdenhil Advocaten are entitled to set off or use moneys received on behalf of or from the client in payment of what the client owes the Partnership.

XI. Data

- a. The Partnership will take the appropriate measures to preserve the confidentiality of the client relationship when carrying out the assignment.



- b. Under the relevant regulations, including the Prevention of Money Laundering and Financing of Terrorism Act, the Partnership is obliged to establish the identity of its clients and, under certain circumstances, to report certain unusual transactions to the authorities. By giving an assignment to the Partnership, the client confirms that he is familiar with this obligation and, to the extent necessary, gives permission to provide that information.
- c. The client grants permission to disclose client data known to the Partnership, subject to confidentiality, to third parties within the meaning of the aforementioned.

XII. Termination and complaints procedure

- a. The client shall at all times be entitled to terminate the assignment by notice of termination. Such notice of termination must be given in writing.
- b. The individual attorney is authorised to cancel the assignment, with due observance of a period of time and in such a way that the client's interests continue to be served as much as possible.
- c. The Partnership operates a complaints procedure. This complaints procedure enables a client to submit a complaint in writing (including by e-mail) concerning any act or omission of the individual attorney or the amount of an invoice. The complaint can be addressed to the individual attorney and/or any other attorney who is a member of the partnership.
- d. The aim of the Partnership's complaints procedure is that a solution should be found as soon as possible, and preferably within one month.
- e. If the internal complaints procedure does not lead to a satisfactory solution, the Disputes Committee for the Legal Profession, based in The Hague, is authorised to decide on the dispute. Either the individual attorney or the client may apply to this committee.

XIII. Applicable law and competent court

The legal relationship between the Partnership and the client is governed by Dutch law. Insofar as the Disputes Committee for the Legal Profession has no jurisdiction, the Court of Amsterdam is exclusively competent to decide on any dispute.

XIV. Other provisions

The Partnership is entitled to amend or add to these General Conditions. Any amendment or addition shall only bind the client after two weeks following notification in writing thereof to the client.