

General Terms and Conditions

General

1. Van Dijk Van der Meer Advocaten is a partnership (maatschap) and registered in the trade register under Chamber of Commerce number 42125609. The company is established in Haarlem.
2. These general terms and conditions apply to all assignments (including additional assignments and follow-up assignments) that are carried out by members and/or employees of the partnership, unless otherwise agreed in writing prior to the conclusion of an assignment. General terms and conditions of the Client are expressly refused.
3. Only these general terms and conditions apply to the contracts for services between the Van Dijk Van der Meer Advocaten partnership, hereinafter referred to as the "contractor", even if it concerns additional or follow-up assignments. The applicability of the general terms and conditions used by the Client is expressly rejected within the meaning of Article 6:225 paragraph 3 of the Dutch Civil Code.
4. Van Dijk Van der Meer Advocaten is a partnership as referred to in Section 5.3 sub b of the Dutch Legal Profession Regulations (Verordening op de Advocatuur) and meets the requirements set out by the Dutch National Bar Association (Nederlandse Orde van Advocaten). The attorneys working at Van Dijk Van der Meer Advocaten are registered with the Dutch Bar Association (Prinses Beatrixlaan 5, 2595 AK, The Hague).
5. The legal relationship between the attorney and his/her Client(s) is governed by Dutch Law exclusively.
6. The Dutch text of the general terms and conditions is binding in the event of a dispute about their content or interpretation.

The assignment

7. If an attorney accepts an assignment in writing or by e-mail, an agreement is created between the Client and the Van Dijk Van der Meer Advocaten partnership, regardless of whether the assignment was granted with a specific person in mind.
8. If necessary, the contractor's attorney are free to take substitute options for legal proceedings. The attorney handling the case carries out the assignment to the best of his ability and with the care that may be expected of the attorney. The assignment does not imply an obligation to achieve a result, but an obligation to perform to the best of one's ability.
9. The execution of assignments given takes place exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work for the benefit of the Client.
10. The Client is entitled to terminate the assignment in writing at any time. The contractor is entitled to terminate the assignment with due cause and subject to a reasonable period of notice.
11. Premature termination does not alter the fact that fees invoiced and to be invoiced remain due and payable.

Fees, disbursements and costs

12. The Client owes the attorney the agreed fee plus disbursements and value added tax (VAT). Unless agreed otherwise in writing, the fee the Client owes the attorney in question is calculated based on the number of hours worked, applying the pre-agreed hourly rate plus VAT. A percentage of 6 percent of the fee will be charged to cover general office expenses. In addition to

paper, postage, telephone, fax, copying and email costs, these office expenses include expenses related to business services, as well as expenses pertaining to the Accounting Regulation (Boekhoudverordening) of the Dutch National Bar Association.

13. Restitution of monies paid in advance or held in depot will only be paid by bank transfer.
14. The rate charged for the work carried out by the attorney will be agreed upon in advance. The attorney in question is entitled to annually readjust his or her rate. Clients will be notified of such a readjustment in due time.
15. The attorney shall only make or accept payments by bank transfer, unless there are facts and circumstances that justify payments in cash and with due observance of the provisions of the following paragraph.
16. In accordance with the Administration and Financial Integrity Regulations (Verordening op de administratie en financiële integriteit) of the Dutch National Bar Association, the attorney is required to consult the Dean of the Bar Association should he or she make or accept cash payments of EUR 5000,= or more. This requirement does not apply to payments made by bank transfer.

Invoicing

17. No sooner than an advance payment has been made or, if applicable, a security has been provided for by the Client, does the attorney begin or resume his/her work. The amount of the advance required is established at a reasonable level by the attorney and will be deducted from the final declaration for the assignment.
18. The attorney will invoice the Client on a monthly basis for the hours worked. All invoices must be paid within 14 days of the invoice date.
19. If invoices are not paid on time, the attorney is entitled to charge for statutory interest without giving formal notice. In case of late payment, the attorney is also entitled to take whatever measures he/she deems necessary for the collection of said invoices. All legal and other expenses made to ensure payment for work performed will be charged to the Client, with a minimum of 15 percent of the amount invoiced. In the event of non-payment, the attorney may decide to suspend his/her activities until payment has been received, to the exclusion of the liability of the contractor (the company and the attorney handling the case) for any damage that may arise as a result.
20. The attorney is entitled to off-set his/her claimable invoices against any monies held by the attorney, including monies held by the Stichting Beheer Derdengelden (Third Party Funds Management Foundation) Van Dijk Van Der Meer Advocaten or other third parties.
21. If the attorney requires the services of third parties, not belonging to the firm, to execute the assignment, due diligence will be used. As far as possible, said parties will be chosen and selected after prior consultation with the Client.
22. Costs of engaging third parties will be charged separately to the Client.

Liability

23. The liability of the Contractor and the employee/auxiliary person and/or third party (parties) engaged by it is always limited in its entirety to the amount that is paid out in the relevant case under the Contractor's professional liability insurance, plus the amount of the deductible (eigen Risico) that is for the account of the Contractor in the case in question pursuant to the applicable insurance contract.
24. The Contractor has taken out professional liability insurance with HDI Global SE, established in Rotterdam.

25. Contrary to Article 6:76 of the Dutch Civil Code, the Contractor is only liable for the shortcomings of third parties and/or auxiliary persons, if and insofar as the resulting damage can be recovered from the third party and/or auxiliary person, which does not affect the Client's authority to address this third party/auxiliary person directly.
26. If and insofar as, for whatever reason, no payment is made under the professional liability insurance, any liability is limited to the amount paid by the Client to the Contractor in connection with the assignment, or the part thereof in connection with which the liability has arisen, up to a maximum of EUR 25,000.=.
27. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation expires in any case twelve months after the event from which the damage arose directly or indirectly and for which the Contractor is liable.
28. The Client authorizes the Contractor to accept any liability-limiting conditions on its behalf.

Indemnification

29. The Client indemnifies the Contractor against all claims from third parties, including the costs to be incurred by the Contractor in connection therewith, which are in any way related to the work performed for the Client, except in the event of intent or gross negligence on the part of the Contractor.

Replacement

30. If required, the attorney is entitled to arrange for a substitute to conduct legal proceedings without prior consultation with the Client. If, in such a case, in-house replacement is not feasible, the proceedings will be conducted in association with an external substitute. The choice of the external observer will take place as far as possible in prior consultation with the Client.

Intellectual Property

31. Without the attorney's prior written consent, the Client may not multiply, disclose, exploit or distribute in any form the advice, contracts or other intellectual works produced by the attorney, with or without the services of third parties.

Records retention

32. The retention period for case files (relevant correspondence, agreements and procedural documents, excluding underlying judicial findings in criminal cases) is five years from the termination of works on behalf of the Client. On expiry of this time limit, the files will be destroyed. Any deviations from said retention period require further written arrangements. In the absence of such an arrangement, Van Dijk Van der Meer Advocaten are exempted from the obligation to retain case files after five years. Procedural documents in criminal cases (police reports) received from judicial authorities will either be returned to these authorities or destroyed immediately after termination of the proceedings.

Client satisfaction/complaints

33. On request, Van Dijk Van der Meer Advocaten will provide a Client satisfaction form and/or a complaints form.
34. Van Dijk Van der Meer Advocaten has implemented a complaints regulation, which is to be found on the website of our company (www.vandijkvandermeer.nl).
35. Complaints that have not been resolved after treatment can be submitted to the Dean of the Bar Association in the district of Noord-Holland (Deken van de Orde van Advocaten in het arrondissement Noord-Holland) in accordance with Article 46c of the Lawyers Act

(Advocatenwet). If disputes cannot be handled by the Dean of the Bar Association, disputes will be settled by the competent court in the District Court of Noord-Holland, location Haarlem, or the competent court in the place of residence of the defendant Client (provided that the consumer) prefers this and this choice has been made known to the Contractor in writing before the dispute has been initiated.