

## **GENERAL TERMS AND CONDITIONS OF BEKS & BEKS ADVOCATEN IN FORCE AS PER 2 MARCH 2020**

The below General Terms and Conditions have been filed with the registry of the Midden-Nederland District Court under number 70/2020.

1. Beks & Beks Advocaten, also trading as Beks & Beks, is a group of firms comprised of the partnership under Dutch law Beks & Beks Advocaten, registered in the Dutch commercial register under number 32150077, and the partnership under Dutch law Broekman Advocatuur, registered in the Dutch commercial register under number 32144323. The partners can include both natural persons and professional corporations.
2. These General Terms and Conditions apply to all assignments, including subsequent assignments.
3. The partnership Beks & Beks Advocaten and the partnership Broekman Advocatuur may both act as the "Contractor". The partnership Beks & Beks Advocaten is not liable for the performance of assignments granted to and services provided by the partnership Broekman Advocatuur, and, *vice versa*, the partnership Broekman Advocatuur is not liable for the performance of assignments granted to and services provided by the partnership Beks & Beks Advocaten.
4. The term "Client" shall refer the natural person who or legal entity that has concluded an agreement (for services) with the Contractor.
5. All assignments are accepted and performed by the Contractor without application of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code.
6. All liability of the Contractor is limited to the amount paid out under the Contractor's professional liability insurance in the matter concerned. Furthermore, all liability is limited to the Contractor itself, to the exclusion of all other parties. All partners, directors of partners, and employees of the Contractor are entitled to independently invoke this clause against the Client.
7. If any third parties are engaged in connection with the performance of assignments by the Contractor, following consultations with the Client or otherwise, the Contractor does not accept any liability for any failure to perform by these third parties. The Contractor is authorised by the Client to accept any limitations of liability relied on by any third parties on behalf of the Client.
8. All costs incurred in connection with the engagement of third parties accrue to the Client and shall be paid by the Client to the Contractor at the Contractor's request.
9. The Client indemnifies the Contractor against all third-party claims, including all reasonable legal representation costs, related in any way to the work performed for the benefit of the Client, unless such claims arise as a result of gross negligence or wilful misconduct by the Contractor.
10. The costs associated with the performance of the assignment by the Contractor are comprised of the actual fee, the so-called disbursements and the office expenses.

11. The disbursements are composed of the costs actually incurred by the Contractor on behalf of the Client in the context of the assignment, including court fees, bailiff's costs, travelling expenses and the costs associated with engaging experts. The office expenses are made up of the general office expenses, including postal charges and telephone, telefax and copying costs. Unless otherwise agreed upon, the office expenses are included in the applicable hourly rate. All costs not deemed to be general office expenses by the Contractor shall be charged in addition to the fee and the office expenses.
12. The fee charged by the Contractor is calculated on the basis of the time spent on the assignment, measured in five or six-minute units, and on the hourly rates established by the Contractor. Unless expressly stated otherwise, all rates are exclusive of VAT. Unless expressly otherwise agreed upon, the Contractor shall be at all times entitled to adjust the hourly rates during the performance of the assignment.
13. In principle, the Contractor will each month charge the fees incurred over the past month. The Contractor is at all times entitled to apply a different invoicing term. The Contractor may demand payment of an advance, to an amount to be determined in the individual case. Should this be the case, the Contractor shall only be obliged to perform the work once the Contractor has received this advance.
14. Unless otherwise agreed upon, all invoices shall be sent via e-mail.
15. Should an assignment be withdrawn by the Client, the Client is obliged to effect payment for that part of the assignment already performed.
16. Reference is made to the website of the Dutch Legal Aid Board ([www.rvr.org](http://www.rvr.org)) for determining whether the Client is eligible for subsidised legal aid. The Contractor is not obliged to perform work on a government-subsidised legal aid basis. Should the Contractor decide to provide legal aid to the Client on this basis, the Contractor is entitled to demand an advance on the expected personal contribution and the expected court fees before performing, or continuing to perform, the agreed work. Should the Client's application for subsidised legal aid or assignment of counsel be denied or revoked, the work activities shall be charged at the rates applicable at that time.
17. Payment of the Contractor's invoices, including the personal contribution, must be effected within 14 days of the invoice date, unless a shorter term has been agreed upon, or unless a longer term has explicitly been agreed upon in writing. Should a Client, acting in the practice of a profession or in the operation of a business, fail to pay the invoice within the stated term, the Client shall be in default by operation of law. From the moment the Client is in default, the Contractor is entitled to claim:
  - a) statutory interest, from the due date of payment until the day full payment has been effected;
  - b) extrajudicial collection costs, in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (Bulletin of Acts and Decrees. 2012,141) or any successive regulation, to a minimum of € 40.00;without a default notice being required.
18. Should the Client be a private consumer, the aforementioned shall only be claimed once the Contractor has issued the Client with a demand for payment.

19. Should an invoice submitted by the Contractor not have been paid within the stated payment term, the Contractor may, upon having informed the Client accordingly, suspend its work for the benefit of the Client. The Contractor is not liable for any damage resulting from any such suspension of the work.
20. The Contractor retains the right to outsource its accounts receivable management to a third party or, at any rate, to have a third party take measures to effect collection.
21. The Contractor retains the right to amend or supplement these General Terms and Conditions. Any such amendments shall also apply to agreements already concluded, albeit only upon the lapse of a term of 30 days following notification thereof to the Client. If the Client refuses to accept a proposed amendment, it may, up until the date the amended General Terms and Conditions enter into force, terminate the agreement as per that date.
22. It may be necessary for the Contractor to process name and address details, dates of birth, e-mail addresses, telephone numbers and Dutch Citizen Service Numbers. The Contractor shall only provide such data to third parties if such is required for the performance of the agreement. The Contractor shall implement suitable measures to prevent misuse, loss, unauthorised disclosure and unauthorised alteration of, and unauthorised access to, these data. The Client is entitled to inspect its data as held by the Contractor and to have them corrected or removed, unless such is contrary to the justified interests of the Contractor. In connection with liability risks, the Contractor retains the right to retain personal data for a period of no more than 20 years.
23. These General Terms and Conditions shall at all times be interpreted and construed in accordance with the Dutch version of the text.
24. The legal relationship between the Contractor and the Client is exclusively governed by Dutch law. The Dutch courts have exclusive competence in the case of disputes. The Contractor is entitled to bring any disputes before the competent court in Midden-Nederland. This right does not affect the entitlement of the Contractor to bring the dispute before the competent court in the district the Client has its residence in.