

## GENERAL TERMS AND CONDITIONS VAN ROOY VAN KESSEL KOPPELMANS ADVOCATEN & MEDIATORS, WITH ITS REGISTERED OFFICE IN BOXTEL

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### Article 1

Van Rooy Van Kessel Koppelmans Advocaten & Mediators is a trade name of Van Rooy Van Kessel Advocaten B.V. These general terms and conditions apply to every agreement between Van Rooy Van Kessel Koppelmans Advocaten & Mediators and the client, insofar as the parties do not explicitly deviate from them in writing. These general terms and conditions shall also apply to any additional and follow-up assignments from the client.

### Article 2

All Contracts are deemed to be exclusively awarded to and are exclusively accepted by, or on behalf of Van Rooy Van Kessel Koppelmans Advocaten & Mediators, even if and to the extent that it is the express or implied intention that a Contract will be carried out by one or more particular persons.

The application of Section 7:404, 7:407, subsection 2 and 7:409 of the Dutch Civil Code is excluded.

### Article 3

In the unlikely event that in the performance of the Contract, including the non-performance thereof, an event leads to liability, this liability will be limited to the amount covered by the professional indemnity insurance taken out by Van Rooy Van Kessel Koppelmans Advocaten & Mediators, plus the applicable deductible. In the event that the professional indemnity insurer, for any reason whatsoever, does not cover the damage, liability will be limited to the amount of the invoice charged to the Client in the relevant case, in the year in which the professional error was made, with a maximum of € 5.000,00. Liability for indirect loss and/or consequential loss and/or trading loss is excluded.

### Article 4

Van Rooy Van Kessel Koppelmans Advocaten & Mediators only carries out contracts for the benefit of the Client.

Van Rooy Van Kessel Koppelmans Advocaten & Mediators will make every effort to achieve the result desired by the Client, but does not guarantee that this result will be achieved. Third parties cannot derive any rights from the content of the work performed or the manner in which the contract has, or has not, been carried out.

### Article 5

Claims, rights and other entitlements of the Client, for whatever reason, against Van Rooy Van Kessel Koppelmans Advocaten & Mediators in connection with the performance of activities by Van Rooy Van Kessel Koppelmans Advocaten & Mediators, expire in any event after one year after the moment at which the Client became aware or could reasonably have become aware of the existence of these claims, rights and other entitlements.

### Article 6

Every contract awarded to Van Rooy Van Kessel Koppelmans Advocaten & Mediators includes the power to engage auxiliary persons and to accept any limitations of liability of auxiliary persons also on behalf of the Client. Van Rooy Van Kessel Koppelmans Advocaten & Mediators is not liable for any shortcomings of these auxiliary persons, with the exception of intent or gross negligence of the partnership.

### Article 7

Invoices of Van Rooy Van Kessel Koppelmans Advocaten & Mediators are calculated based on the number of hours worked multiplied by the agreed hourly rate, plus turnover tax (high rate) and costs of third parties (disbursements). Invoices of Van Rooy Van Kessel Koppelmans Advocaten & Mediators are due and payable fourteen days after the invoice date and must be paid without recourse to suspension or set-off. If payment is not made on time, the client shall, without notice, be in default by operation of law and shall be obliged to reimburse the costs incurred to obtain extra-judicial settlement, which costs shall amount to at least 15% of the claim and with a minimum of € 150,00, as well as the statutory (commercial) interest pursuant to Article 6:119(a) of the Dutch Civil Code on the amount due, increased by 1.5%. In that case, Van Rooy Van Kessel Koppelmans Advocaten & Mediators shall be entitled to suspend the execution of the instruction.

### Article 8 Subsidised legal aid

1. For agreements entered into based on the legal system of subsidised legal aid, the client shall not owe Van Rooy Van Kessel Koppelmans Advocaten & Mediators' fee. Instead, the client shall owe a contribution to be determined by the Legal Aid Board, which contribution shall be based on the income and assets of the client (and his/her partner) in the reference year (= the year of application minus two). Van Rooy Van Kessel Koppelmans Advocaten & Mediators only participates in the system of

financed legal aid to a limited extent and is entitled to refuse an assignment on the basis of the statutory system of subsidised legal aid despite possible eligibility for financed legal aid. It will then charge the hourly rate stated in the engagement letter to the client.

2. When entering into the first agreement, Van Rooy Van Kessel Koppelmans Advocaten & Mediators shall, based on the financial information provided by the client, consider whether he is eligible for subsidised legal aid. The client is responsible for the correctness of the (oral) information provided. In case of doubt, a request for financed legal aid will be made as a precaution, unless the client and Van Rooy Van Kessel Koppelmans Advocaten & Mediators agree otherwise.

3. If the client's financial situation changes in the meantime or with a subsequent agreement, in the sense that the client still thinks that he qualifies for subsidised legal aid, the client is obliged to report this to the lawyer immediately.

4. Van Rooy Van Kessel Koppelmans Advocaten & Mediators is always entitled to request an advance payment from the client as long as the Legal Aid Board has not issued financed legal aid. The amount of the advance payment will be determined in consultation between Van Rooy Van Kessel Koppelmans Advocaten & Mediators and the client.

5. Court fees or standing charges, costs of witnesses and experts, excerpts from public registers, international telephone calls and role-playing transactions do not fall within the scope of the financed legal aid granted by the Legal Aid Board and will be charged to the client.

6. The financed legal aid only relates to the work performed by Van Rooy Van Kessel Koppelmans Advocaten & Mediators from the date of application. Work previously performed by Van Rooy Van Kessel Koppelmans Advocaten & Mediators shall be charged to the client in accordance with the fee arrangements made between the parties. Only if a written referral from the Legal Help Desk has been received prior to the request for financed legal aid, will a applicable discount on the personal contribution be possible.

#### **Article 9**

Complaints related to an invoice must, under penalty of nullity, be made in writing and within fourteen days of the invoice date. Complaints related to fulfilment of the order must, under penalty of nullity, be made in writing within thirty days of discovering the defect or no later than thirty days after completion of the order in question.

#### **Article 10**

If the client is dissatisfied with the services provided by Van Rooy Van Kessel Koppelmans Advocaten & Mediators, he can file his complaint about this with the complaints officer of Van Rooy Van Kessel Koppelmans Advocaten & Mediators. The handling of complaints is subject to the office complaints regulations of Van Rooy Van Kessel Koppelmans Advocaten & Mediators. Upon request the client will receive a copy of these office complaints regulations of Van Rooy Van Kessel Koppelmans Advocaten & Mediators.

#### **Article 11**

The Agreement concluded between Van Rooy Van Kessel Koppelmans Advocaten & Mediators and the Client and any Agreements concluded at a later date for the implementation of the Agreement, shall be exclusively governed by Dutch law. The absolutely competent court in the district of Oost-Brabant is competent to take cognisance of disputes arising from the assignment.

#### **Article 12**

These terms and conditions are not only stipulated and applicable for the benefit of Van Rooy Van Kessel Koppelmans Advocaten & Mediators, but also for the benefit of its director(s) and (former or otherwise) employees, subordinate or non-subordinate representatives and auxiliary persons. Natural persons who are or have been employed by Van Rooy Van Kessel Koppelmans Advocaten & Mediators (in a tax or fictitious sense, as the case may be) shall only be liable towards the client in the event of intent or wilful recklessness.