

General Terms and Conditions Hofwijck advocatuur in The Hague

Article 1. Definitions

For the purposes of these General Terms and Conditions the following definitions shall apply:

- *lawyer*: the lawyer who acts for a client under a contract for services, namely Albert Jan Franken, LL.M.;
- *client*: the natural or legal person who instructs the lawyer, or has instructed the lawyer, to perform services and/or (other) activities;
- *Hofwijck advocatuur*: the trade name of Albert Jan Franken's lawyers practice;
- *complaints procedure*: the complaints procedure as detailed on the website;
- *the instructing party*: the client (as referred to above);
- *website*: the website www.hofwijckadvocaten.nl.

Article 2. The lawyers

1. Hofwijck advocatuur is the name under which Albert Jan Franken has a lawyers practice.
2. Albert Jan Franken works in an individual practice in the form of a sole proprietorship. The proprietorship of the lawyers practice is listed in the Commercial Register of the Chamber of Commerce under registration number 27334270.
3. These General Terms and Conditions have been deposited with the Chamber of Commerce under registration number 27334270.

Article 3. Contract for Services

1. All services will be provided, and all (other) activities will be performed, exclusively on the basis of a contract for services between the client and the lawyer.
2. A contract for services is concluded between the instructing party and the lawyer accepting the instruction after the lawyer confirmed the (acceptance of) the instruction in writing to the client in a confirmation of the instructions (by email or letter).
3. Section 401 up to and including 413 of Book 7 of the Dutch Civil Code shall (also) apply to the agreement for services between the client and the lawyer, with the exception of Section 401, subsection 1 and Section 407. The last-mentioned provisions are explicitly excluded and these provisions cannot be invoked against the lawyer.

Article 4. General Terms and Conditions

1. These General Terms and Conditions shall apply to all agreements for services between the client and the lawyer and to the phase prior to the formation of an agreement for services and/or all services provided and all (other) activities performed on behalf of the instructing party/client.
2. These General Terms and Conditions shall also apply to additional work for, and to subsequent instructions and/or new instructions from, the client (including any issues other than the issues the first instruction related to).
3. These General Terms and Conditions are also drawn up for, and shall also apply to, the person that is or was, or all persons that are or were, employed by the lawyer or who otherwise are, or have been, involved in the provision of services and/or the performance of work for the

client.

4. The general terms and conditions applied by the instructing party/client (or provisions to that effect) do not apply to the contract for services between the client and the lawyer, nor to (any) services provided and/or work performed by the lawyer, nor to any legal relationship/relationships created, or to be created, thereby.

Article 5. Provision of services

1. All services provided and all (other) activities performed by the lawyer constitute an obligation to use best endeavours. Under no circumstance is there any obligation of result, except to the extent that and only limited to what has been confirmed (in this respect) in writing by the lawyer to the client, explicitly and unambiguously.

2. In the context of the services provided for the client, the lawyer is bound by the rules that apply to the practice of the profession of lawyers in the Netherlands, including the Counsel Act (1952), the Rules of Professional Conduct (1992) and the Regulations on the Legal Profession (2014). These rules and regulations can be found on the website of the Netherlands Bar Association: www.advocatenorde.nl.

3. In the context of the provision of services:

(i) the lawyer will make every effort for the client and

(ii) will exercise such a degree of care, as

in general may reasonably be expected under the circumstances from a lawyer acting in a reasonable manner in similar cases.

4. When engaging third parties not belonging to the firm (for instance a bailiff, translation agency, etc), the lawyer will consult with the client, as much as possible in advance, about the choice of the external service provider and the expected costs.

5. The lawyer is authorized in the context of the instruction, without prior consultation with the client, to accept on behalf of the client any limitations of liability of the third party/parties engaged. Where appropriate, the lawyer may invoke the limitations of liability of the third party/parties engaged vis-a-vis the client.

6. Services are exclusively provided and (other) activities are exclusively performed for the benefit of the client. Third parties cannot invoke, and/or base, any claim on services provided and/or activities performed by the lawyer for the benefit of the client.

Article 6. Fee, fee statements and payment

1. All services will be provided and all (other) activities will be performed, in principle, based on an hourly rate. The lawyer is free to set the hourly rate. The hourly rate may vary depending, inter alia, on the client, the type of case, the complexity and the urgency. The lawyer and the client agree on the hourly rate before the contract for services is concluded. The lawyer confirms the agreed hourly rate in writing to the client in a confirmation of the instructions (by email or letter).

2. In consideration for the services provided and/or the activities performed, the client shall pay the lawyer the fee. The fee will be calculated by multiplying the hourly rate by the time spent by the lawyer (in hours or part thereof). The minimum time unit used is 6 minutes (0.1 hour). VAT will be charged on the fee (unless the service provided is exempted from VAT).

3. In addition to the fee, the client shall pay office expenses if this has been agreed between the lawyer and the client. Office expenses include the costs of mail/courier, copying costs, fee for using secretarial support, etc. The office expenses are in general (barring other agreements)

calculated as a fixed percentage of the fee. The amount of the office expenses depends on the agreed percentage and the fee. VAT is charged on the office expenses (unless the service or product in question is exempt from VAT).

4. In addition to the fee and office expenses, the client shall also pay the (external) costs the lawyer incurs for the client while handling the case, for instance court fees, administrative charges, bailiff's costs, translation costs, travel expenses and any other costs incurred specifically in view of the handling of the case. These costs are also referred to as 'disbursements'. In principle, the disbursements are passed on to the client without any mark-up or margin. If applicable, the disbursements are increased by the VAT due thereon.

5. The fee, the office expenses and the disbursements are (periodically) charged to the client by the lawyer by means of a fee statement. The period within which payment of the fee statement amount shall be made is 14 days after the date of the fee statement unless the fee statement shows a different payment term or the lawyer has agreed with the client on a different term. The client shall pay the lawyer the amount of the fee statement/statements.

6. If a payment term is exceeded and/or if the client fails to pay, or fails to pay in full, one or several fee statements, the lawyer is entitled:

(i) to suspend the services and/or the activities with immediate effect until the full amount of the outstanding fee statement/statements has been received and/or

(ii) to increase the claim in respect of the fee statement amount with statutory interest and collection costs in accordance with the 'Extrajudicial Collection Costs Fees Standards Act' and the accompanying Decree, and/or

(iii) to terminate the instruction and to discontinue the services to the client.

In case of termination of the instruction, the obligation of the (former) client to pay the fee statement/statements and any accompanying costs shall continue in full force.

Article 7. Liability

1. The liability of the lawyer is limited and in some cases excluded. One of the reasons for this exclusion or limitation is that in many cases the lawyer's fee does not reflect the risks and the importance of the case. On the other hand, the lawyer is insured against the risk of professional liability. The relevant insurance policy meets the conditions imposed by the Netherlands Bar Association.

2. Except as hereinafter in this article expressly provided otherwise and irrespective of the other provisions of these General Terms and Conditions (about the obligations of the lawyer), the liability of the lawyer will be limited in all cases to the amount paid in the relevant case by the professional indemnity insurance of the lawyer, plus the amount of the deductible applicable to the insurance which according to the conditions of the (primary) policy is not for the account of the insurance company.

3. If, for any reason whatsoever, no payment is made under the professional indemnity insurance, any liability for direct damage is limited to the fee charged for the instruction in question for one year preceding the moment the damage was revealed, with a maximum of € 5,000 (in words: five thousand euros) per event. In all other cases (for instance if no fee statement was submitted or otherwise), liability will be limited to a maximum of € 5,000 (in words: five thousand euros) per event.

4. Any liability for any damage other than direct damage, including but not limited to indirect damage, consequential damage, trading loss, loss due to delay, loss of profits and/or lost sales etc. is completely excluded in all cases.

5. Any liability for mistakes made or failures to perform of third parties engaged for the instruction is excluded except to the extent that vis-a-vis this third party (these third parties) a successful appeal on liability can be made. In this case, the liability of the lawyer is limited to what reasonably can be obtained as compensation from the third party or its insurance company or to what this third party shall pay based on a limitation of liability invoked by it to a maximum amount of what was in fact received as damages from the third party or its insurance company.

6. Any liability for damage caused by, or related to, the failure to operate or the incorrect operation of computer and/or electronic communication equipment, software, access to and/or security of data files and registers (including the data files of the lawyer), internet and other data connections and/or delay or breakdown of these connections, as well as damage resulting from computer viruses, damage resulting from theft, loss and/or misuse of (personal) data and damage as a result of data files and/or e-mail of the lawyer being intercepted, misused and/or disclosed, is completely excluded.

7. Any liability as a result of, or in connection to, force majeure is excluded. Force majeure (also) includes every circumstance not reasonably attributable to the lawyer.

8. In the event that another lawyer temporarily provides some services and/or performs some activities for the client in the context of deputizing for the lawyer, the other lawyer shall be entitled also to rely on these General Terms and Conditions.

9. If the client believes that the lawyer is, or has been, negligent in the performance of a service or (some of) the services and/or the performance of activities and the client as a result suffers or suffered damage, the client shall inform the lawyer hereof in writing and substantiated, as soon as reasonably possible but no later than within 14 (in words: fourteen) days after the damage occurred or manifested itself, by means of a registered letter or by courier and by e-mail to the lawyer.

10. Any claim against the lawyer will expire if the lawyer in question has not received a written and substantiated notice of liability within 3 (in words: three) months after the client has become aware or reasonably should have become aware of the facts on which the claim is based and/or with the damage.

Article 8. Indemnification

The client indemnifies the lawyer fully and unconditionally against any damage and costs as a result of, or in connection with, rights, claims and/or proceedings initiated or brought by third parties in relation to, or in connection with, the services that are, or (whether or not) were, provided and/or (other) activities that are, or (whether or not) were, performed by the lawyer in the context of the instruction and/or any legal relationship/relationships arising therefrom.

Article 9. Suspension and termination

1. The lawyer is always entitled to suspend the services and/or the activities for the client with immediate effect, for an indefinite period of time, or to unilaterally terminate the instruction. If the lawyer proceeds to suspend or terminate, the client will be informed in writing, stating the reason/reasons of the suspension or termination.

2. Any liability of the lawyer in connection with and/or as a result of suspension or termination is fully excluded.

3. In case of termination of the instruction and/or the services, the provisions of these General Terms and Conditions shall continue to apply. This means that the lawyer may always invoke the provisions of these General Terms and Conditions vis-a-vis a (former) client.

Article 10. Duty of disclosure

The client shall always inform the lawyer and keep the lawyer informed, in a correct, complete, (to the extent possible) documented and truthful manner of all the facts, circumstances and other matters relating to the instruction and/or the services provided by the lawyer and/or the (other) activities performed on behalf of the client.

Article 11. Money Laundering and Terrorist Financing Prevention Act

1. Pursuant to the ‘Money Laundering and Terrorist Financing Prevention Act’ (Wwft) the lawyer is in some cases under the obligation to conduct client due diligence. Identification of the client is part of such a screening. This identification must take place before certain services referred to in the Wwft may be provided. If it concerns a service referred to in the Wwft, the data based on which the identification shall take place will be requested from the client. The client due diligence is based on the obligation for lawyers contained in the Wwft to report a (proposed) transaction which must be considered unusual, to the Financial Intelligence Unit Nederland (FIU-NL). More information on the Wwft and the FIU-NL can be found on the website www.fiu-nederland.nl.
2. The lawyer is never liable for damage the client suffers, has suffered or will suffer, as a result of or related to (the obligations arising from) the Wwft, expressly including a report to the FIU-NL by the lawyer and a report of which it subsequently will be found that it was made incorrectly.

Article 12. Complaints

The lawyer has a complaints procedure. If the client is not satisfied with the lawyer and/or the manner in which the instruction is carried out or will be carried out, the client has the option to file a complaint. For the manner in which a complaint can be filed and the course of the complaints procedure, please refer to the ‘Complaints Procedure’. This procedure can be found on the website www.hofwijckadvocaten.nl.

Article 13. Governing law and jurisdiction

1. All legal relationships between the lawyer and the client shall be governed by Dutch law.
2. The Court in The Hague is exclusively competent to hear disputes between the client and the lawyer.

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Note: In the event that the interpretation of these conditions leads to a dispute, the Dutch text shall take precedence