

General Terms and Conditions 't Hart & De Zaak Advocaten

1. Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

- a. 't Hart & De Zaak Advocaten: the public cost partnership 't Hart & De Zaak Advocaten, with its registered office in The Hague (Chamber of Commerce number 6435 7406), consisting of partners Ms E.G.S.N. Asselbergs also trading under the name Advocatenkantoor Asselbergs (Chamber of Commerce number 55557074) and Ms M.B.H. Breitschaft also trading under the name Breitschaft Advocatuur (Chamber of Commerce number 55293026), which conduct the legal practice for their own risk and account as individual lawyers.
- b. The lawyer (concerned): one of the two individual lawyers who is a partner of 't Hart & De Zaak Advocaten.
- c. The client: the contracting party/client of the individual lawyer who accepts the engagement.
- d. Fee: the costs charges by the lawyer concerned for the activities performed.
- e. Disbursements: the costs paid by the lawyer concerned specifically for the benefit of the client (including court fees and the costs of requesting medical information, the activities of the medical or pension advisor, bailiffs, courier services and the Commercial Register and the like).

2. Applicability

- a. These general terms and conditions apply to all letters of engagement concluded with the lawyer concerned, including additional and amended engagements and follow-up engagement.
- b. These general terms and conditions were also drawn up for the benefit of 't Hart & De Zaak Advocaten, (the directors of) Stichting Beheer Dergengelden 't Hart & De Zaak Advocaten and any person who is engaged in the performance of the engagement on behalf of 't Hart & De Zaak Advocaten, on the basis of employment or otherwise, or who may be liable in connection therewith, including former partners or employees of 't Hart & De Zaak Advocaten and their possible heirs, if they are held liable after they have left the firm of 't Hart & De Zaak Advocaten.
- c. These general terms and conditions may be amended by 't Hart & De Zaak Advocaten.

3. The engagement and its performance

- a. All engagements are deemed to have issued to and accepted exclusively by the lawyer concerned where after the (letter of) engagement is concluded. No single engagement will be accepted by multiple lawyers or by 't Hart & De Zaak Advocaten as such, unless such has been agreed expressly in writing. Engagements are accepted to the exclusion of the provisions of Articles 7:404 and 7:407(2) of the Dutch Civil Code (DCC). Only the lawyer concerned with whom the letter of engagement was concluded can be liable.
- b. The client agrees that the lawyer concerned has (certain parts of) the engagement performed under its responsibility by another lawyer or legal assistant employed at 't Hart & De Zaak.
- c. The engagement is performed for the benefit of the client. Third parties cannot derive any rights from the engagement or its performance.

- d. When performing the engagement in question, the lawyer concerned will have the right with due observance of the required care to engage third parties (including: other lawyers, bailiffs, civil-law notaries, accountants, doctors and pension advisors) on behalf and for the account of the client, in so far as this is deemed desirable for the proper performance of the engagement. The lawyer concerned always has the right – without prior consultation with the client – to accept on behalf of the client a possible limitation of liability and/or other special contractual conditions applied by the third party it has engaged, in which case the lawyer concerned will have the right to invoke this limitation of liability and/or special contractual conditions against the client.

4. Data and communication

- a. The lawyers of 't Hart & De Zaak Advocaten will implement suitable measures to safeguard the confidentiality of the client relationship when performing the engagement. The client grants its approval in this connection to bring the data known to the lawyers of 't Hart & De Zaak Advocaten to the attention of other persons involved at 't Hart & De Zaak Advocaten who need to take note of those data in connection with the performance of the engagement or the relationship management.
- b. The client grants approval to the lawyers of 't Hart & De Zaak Advocaten to use all customary means of communication within the context of communication and the data management. 't Hart & De Zaak Advocaten will often use electronic means of communication when performing the engagement. The client acknowledges that electronic communication is not secure and that a message may not arrive (at the right address), such as due to the use of a spam filter.
- c. Pursuant to the applicable regulations, including the Money Laundering and Terrorist Financing (Prevention) Act, 't Hart & De Zaak Advocaten is obliged to establish the identity of clients and to report certain unusual transactions to the authorities in certain circumstances. The client confirms by granting an engagement to 't Hart & De Zaak Advocaten that it is aware of that obligation and that it consents to the provision of those data in so far as necessary.
- d. The most recent version of the privacy statement of 't Hart & De Zaak Advocaten can be found at www.hethartendezaak.nl, which applies to the legal relationship with the lawyers of 't Hart & De Zaak Advocaten.

5. Fee, costs and payment

- a. The costs of the performance of the engagement by the lawyer concerned comprise exclusively the fee and the disbursements. All amounts are exclusive of VAT. Unless agreed otherwise between the client and the lawyer concerned, the fee will be determined on the basis of the time spent and the hourly rate that applies to the engagement in question. The hourly rate agreed at the start of the engagement may be adjusted in the interim and/or indexed annually by the lawyer concerned.
- b. Disbursements are charged at cost.
- c. The lawyer concerned may demand an advance payment from the client at any time. Advance payments are set off in the interim or at the end of the engagement against the final outstanding fee statement(s).
- d. If the engagement is performed on the basis of the statutory legal aid system (assignment), the client will be obliged to pay the costs that are for its account on the basis of the assignment granted.
- e. The fee and any disbursements are charged on a regular basis.

- f. The payment term concerning the fee statements is 14 days after the invoice date.
- g. In the event the payment term is exceeded, the client will be in default by operation of law and it will owe statutory interest.
- h. If payment is not made following a demand, the client will owe extrajudicial collection costs, which are estimated at 15% of the principal sum subject to a minimum of €150 (exclusive of VAT).
- i. If a fee statement or advance is not paid within the payment term, the lawyer concerned will have the right to suspend its activities with immediate effect, without being obliged to compensate any loss that arises as a result of the suspension.

6. Clients' funds

The lawyers of 't Hart & De Zaak Advocaten do not receive funds on behalf of the client in the course of their practice and therefore do not have a third-party funds foundation available. This means that the lawyers of 't Hart & De Zaak Advocaten will always have the client's funds (for example compensation) transferred directly to the client' account.

7. Liability

- a. 't Hart & De Zaak Advocaten has taken out professional liability insurance in accordance with the requirements imposed in this connection by the National Bar Association. Any liability in connection with the performance of an engagement or otherwise is always limited to the amount that will be paid out under the applicable insurance contract, increased by the amount of the excess that applies in the relevant case pursuant to that insurance contract.
- b. The professional liability insurance includes limitations of cover, inter alia with respect to the amount of the sum insured and the number of claims per year. Further information concerning the policy will be provided to the client upon request.
- c. In the event no payment is made under the professional liability insurance for any reason whatsoever, all liability will always be limited to direct losses and at most to an amount equal to the fee that was claimed in the case in question and paid on time in the twelve months preceding the event that caused the liability subject to a maximum amount of €5,000 including VAT.
- d. Without prejudice to the provisions of Article 6:89 DCC, a claim for compensation lapses in any event if (the lawyer concerned of) 't Hart & De Zaak Advocaten has not been notified thereof within one year as from the day the person whose claim it concerns became aware or could reasonably have been aware of the facts and circumstances on which the claim is based.
- e. The lawyer concerned is not liable for damage that is the result of defects on the part of third parties engaged in accordance with article 3d. The client indemnifies (the lawyers of) 't Hart & De Zaak Advocaten against all claims and costs of third parties if these are related in any way to the activities performed for the client.

8. Complaints procedure

- a. 't Hart & De Zaak Advocaten applies an internal complaints procedure in accordance with the requirements imposed in this connection by the National Bar Association. The complaints procedure can be found on the 't Hart & De Zaak Advocaten website and will be sent upon request.
- b. The 't Hart & De Zaak Advocaten internal complaints procedure must be followed first in case of a complaint.

- c. 't Hart & De Zaak Advocaten is affiliated with the Disputes Committee for the Legal Profession. If the 't Hart & De Zaak Advocaten internal complaints procedure does not lead to a solution, the complaint may be submitted to the Disputes Committee for the Legal Profession within one year after the internal complaints procedure has ended.
- d. When concluding the letter of engagement with the lawyer concerned, the client accepts the applicability of the Complaints and Dispute Settlement Scheme for the Legal Profession. Information about this scheme can be found on the 't Hart & De Zaak Advocaten website and will be sent upon request.

9. Termination

- a. The client has the right at all times to end the engagement by giving written notice of termination.
- b. 't Hart & De Zaak Advocaten has the right to terminate the engagement in writing with due observance of such a term and in such a manner that the interests of the client remain safeguarded as much as possible.

10. Archiving and destruction

- a. After the engagement has ended, the client will have the right to request within a period of four weeks that the documents belonging to him that are present in file be made available to him. (The lawyers of) 't Hart & De Zaak Advocaten are free to digitise the documents in so far as possible after this term has ended.
- b. The (digital) file will be kept for a period of ten years after the case has ended, whereafter (the lawyers of) 't Hart & De Zaak Advocaten will be free to destroy the file without further announcement.

11. Applicable law and competent court

- a. The legal relationship between (the lawyer concerned of) 't Hart & De Zaak Advocaten and the client is governed by Dutch law.
- b. The District Court of The Hague, The Hague location, has exclusive jurisdiction to take cognisance of any dispute between (the lawyer concerned of) 't Hart & De Zaak Advocaten and the client.

The Hague, 1 July 2021