

General Terms and Conditions of ADDVO

1. Definitions

In these General Terms and Conditions, the contracting parties are referred to as:

Addvo: the joint trade name under which the legal practice is conducted by:

- the law firm of J.A.J. Hooymayers (with its address in (4818 CL) Breda, the Netherlands, at Verlengde Poolseweg 16 (Regus Breda Business Park II B.V.), office number 311, and listed in the Commercial Register under No. 64529258) and

- the law firm of C.H. Pannekoek (with its address in (4725 SK) Wouwse Plantage, the Netherlands, at Mariabaan 5, and listed in the Commercial Register under No. 91182859)

both lawyers hereinafter jointly and separately referred to as "Addvo", as well as, where applicable, Hooymayers and Pannekoek.

The Client: the Addvo contracting party.

2. Applicability of these General Terms and Conditions

These General Terms and Conditions apply to all assignments for the performance of which the Client engages Addvo.

All provisions of these General Terms and Conditions, including the limitation of liability laid down in Article 9, also apply to all persons employed by, or at one time employed by, Addvo, as well as to all third parties engaged by Addvo for the performance of an assignment.

The applicability of General Terms and Conditions referred to in documents from the client is specifically excluded.

3. Engagement of a lawyer

Hooymayers and Pannekoek both conduct their legal practice independently and at their own risk and expense.

The engagement will only be between the client and the lawyer indicated in the order confirmation as the lawyer engaged by the client. The client agrees that Hooymayers and Pannekoek replace each other as and when necessary (for instance in the event of sickness or absence).

In these terms and conditions, the individual lawyer will hereinafter be referred to as 'Addvo'.

Addvo will not be obliged to provide its services until it has accepted the engagement. Addvo is never obliged to accept an engagement.

An engagement applies for an indefinite period of time and can be terminated by the client at any time.

4. Performance of the Assignment

Addvo, in consultation with the Client or otherwise, determines in what way the assignment will be performed. Addvo will endeavour to achieve the result requested by the Client but in no way guarantees achievement of any specific result.

Addvo will perform its work to the best of its abilities and with all due care expected of a practitioner of the profession, complying in full with all applicable regulations, including the code of conduct applicable to lawyers and all regulations and directives of the Netherlands Bar Association.

The assignment will be performed exclusively on behalf of and for the benefit of the Client. No rights may be derived by third parties from the content of the work performed by Addvo. Should the Client make a third party aware of the content of that work, the Client is to ensure that this third party, too, accepts these General Terms and Conditions. The Client indemnifies Addvo against all claims by third parties claiming that they suffered any loss or damage because of or resulting from the work performed by Addvo for the Client.

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5. Engaging Third Parties

Addvo is entitled to engage third parties on behalf of, and for the account of, the Client. When doing so, Addvo will naturally exercise due care.

6. Fees and Expenses

The client owes Addvo the agreed fee plus VAT, as well as payment for charges and expenses additionally incurred. Expenses for which compensation is due include court fees, bailiff fees, costs associated with having translations and suchlike performed.

Addvo will invoice all fees and expenses after every calendar month.

Addvo is at all times entitled to demand that the Client makes a payment on account. All such payments will be set off against the interim or final fees invoiced.

Should the assignment be performed on the basis of state-financed legal aid, the provisions of this Article only apply to those expenses chargeable to the Client on the basis of the legal aid granted.

7. Payment

Payment of invoices is to be effected within fourteen (14) days of the invoice date, in the manner as stated on the invoice, without deduction, discount, set-off or suspension.

If no payment has been effected within this period, the Client will be in default by operation of law and will owe default interest equal to the statutory interest rate.

If the Client cannot agree to an invoice issued to the Client by Addvo for services performed or yet to be performed, the Client is to inform Addvo accordingly, in writing within 14 days of receipt of the invoice.

If the Client does not raise any objections to the invoice and Addvo next seeks to collect the debt by way of legal proceedings, the Client will lose the right to as yet raise such possible objections to the

invoice as a defence against the claim during the recovery proceedings.

Should Addvo take action to recover any open debts, all extrajudicial costs and all costs resulting from having been required to engage third parties, to the extent such costs are not considered extrajudicial costs will be for the account of the Client.

The extrajudicial costs will be valued as being equal to two points of the court-approved scale of costs in the first instance, to a maximum of 15% of the principal sum, plus the default interest due. If collection requires the intervention of the subdistrict court, the extrajudicial costs will be determined in conformity with the “subdistrict courts graduated scale of tariffs” as published as an annexe to the report by the Netherlands Association for the Judiciary working group on extrajudicial costs (www.verenigingvoorrechtspraak.nl)

Due to the entry into force of the “Extrajudicial Collection of Costs (Standards) Act” on 1 July 2012, the following applies in those cases the party indebted to Addvo is a natural person not acting in the exercise of their profession or the operation of their business. Should the Client come to be in default, Addvo will issue one further notice, demanding payment within fourteen days. Upon the lapse of this period, the Client will owe extrajudicial costs in accordance with “Extrajudicial Collection Costs (Fees) Decree” of 17 March 2012 (Bulletin of Acts and Decrees 2012, 141).

8. Complaints and Dispute Settlement Scheme for the Legal Profession

In the case of a complaint being raised about the performance of the assignment by Addvo, the Client is to first follow the internal complaints procedure.

Should Addvo or its complaints officer prove to be unable to remedy the complaint, the Client may submit it to the Disputes Committee for the Legal Profession. This is to have been done within twelve months after the date of Addvo’s written response.

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The possibility of submitting the complaint will lapse after this period.

Addvo may submit unpaid invoices to the Disputes Committee.

All disputes arising from the formation and/or performance of an assignment, including all disputes on invoicing, will be resolved by this Committee in accordance with its own regulations. Both the Client and Addvo agree to the applicability of these regulations.

If the dispute concerns an assignment by a private Client, these regulations will provide for the issuance of an advice that is binding unless the Client brings the complaint before the ordinary court within one month of Addvo having processed it. Should the matter concern the collection of a claim against a private Client, the Committee's advice is binding only if the Client pays the outstanding amount into an account in the name of the Committee. Should the Client fail to do so, the collection case will be submitted to arbitration.

If the dispute concerns an assignment by a corporate Client, the regulations will provide for arbitration.

The dispute will be judged by the Disputes Committee for the Legal Profession, to the exclusion of the ordinary court. No appeal may be brought against a decision by the Disputes Committee.

The Committee's address is: Postbox 90600, 5201 LB The Hague, the Netherlands. More information on the Disputes Committee for the Legal Profession can be retrieved from www.degeschillencommissie.nl.

9. Liability

Both Hooymayers and Pannekoek have individually taken out a professional liability insurance. The contents and conditions of the professional liability insurance comply with the requirements set on them by the Netherlands Bar Association. Addvo will, upon request, provide further information on its professional liability insurance.

Addvo's liability for any loss or damage arising from, or connected with, its performance of an assignment is at all times limited to the amount that may be claimed under Addvo's liability insurance or professional liability insurance in the case concerned, plus the excess applicable to the insurance policy concerned.

10. Applicable Law and Choice of Forum

Dutch law applies to the legal relationship between the Client and Addvo.

The District Court of Breda is exclusively competent to hear any disputes that fall within the jurisdiction of the ordinary courts.

These General Terms and Conditions were filed with the Registry of the District Court Zeeland – West-Brabant. They are published at www.addvo.nl and will be sent to Clients free of charge at their request.