



GENERAL TERMS AND CONDITIONS

Van der Goen Advocaten

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1. Van der Goen Advocaten B.V. is a limited liability company which aims to provide the legal services of lawyers and local counsels in the broadest sense. For this purpose Van der Goen Advocaten is assisted by individuals whose aid it enlists in dealing with its clients' cases. Unless otherwise agreed in writing, Van der Goen Advocaten will always be entitled to engage other lawyers, legal experts, paralegals or other co-workers to carry out the work assigned to it.
2. Van der Goen Advocaten regards all of its clients' cases as having been entrusted exclusively to Van der Goen Advocaten, even if it is the explicit or implicit intention that a case will be handled by a certain individual. The operation of Article 404 of Book 7 of the Dutch Civil Code, which provides regulations for the situation referred to, and the operation of Article 407 paragraph 2 of Book 7 of the Civil Code, which establishes joint and several liability in situations in which a case has been assigned to two or more individuals, are excluded.
3. In the unlikely event that during the handling of a client's case an incident occurs which leads to liability, this liability will be limited to the amount or amounts which can be claimed under Van der Goen Advocaten's professional indemnity insurance. An incident as referred to in the previous sentence also includes an omission.
4. If loss is incurred by individuals or objects due to or in connection with the handling of a client's case or otherwise and Van der Goen Advocaten is liable, this liability will be limited to the amount or amounts which can be claimed under Van der Goen Advocaten's professional indemnity insurance.
5. If a third party who is not employed by Van der Goen Advocaten is engaged to carry out activities in the framework of a client's case, Van der Goen Advocaten will not be liable for any errors made by this third party.
6. An initial consultation (intake interview) is free of charge only if this has been confirmed in writing by Van der Goen Advocaten in advance. In any case, only the first half hour of the initial consultation will be free and any further time it takes will be charged. Any activities arising from or connected with the initial consultation will be charged according to the current rates.
7. Van der Goen Advocaten is entitled to charge the client an advance payment on the fee which will ultimately be charged for its services and to begin work only after this advance payment has been made. During the course of the work, Van der Goen Advocaten is entitled, also in view of the progress of the current work, to charge further advance payments on the final fee, which must be paid promptly by the client. In view of the fact that the administrative processing of the hours incurred also involves a certain amount of time, the amount of the advance invoices sent cannot be used to derive the amount of fees and advances owed by the client at that moment. The failure to send an advance invoice, or the failure to do so at the appropriate time, does not mean that the fees and costs in excess of advance invoices sent previously are not owed. If the payments are not made in time, Van der Goen Advocaten will at all times be entitled to discontinue its activities. In such a case Van der Goen Advocaten will not be liable for any losses which may result for the client from this discontinuation of activities. If legal proceedings must be conducted, the client is obliged to make payment of all court registry fees to Van der Goen Advocaten. Van der Goen Advocaten will arrange for payment of these fees to the court and will register with the court as the client's counsel only after the client makes this payment. Van der Goen Advocaten is not liable for any damages of any kind that may result from the client's failure to make payment of the court registry fees in a timely manner. After the client's withdrawal of the mandate, Van der Goen Advocaten will draft a final settlement, upon which the amount owed by the client under this final settlement will be immediately payable with no requirement of awaiting the outcome of the matter. If a third party is liable towards the client, or liable in any other manner, for the payment of any or all of the costs of legal support or any related costs, this does not discharge the client from this payment obligation. As of that time the client is obliged to, upon the request of Van der Goen Advocaten, cooperate fully in enabling Van der Goen Advocaten to collect directly from said third party. This includes the client's transfer of the claim against said third party to Van der Goen Advocaten by signing a deed of assignment.
8. If the payment term of a fee statement relating to a previous or some other case has expired and the statement has not been paid, Van der Goen Advocaten is entitled to discontinue its activities relating to the current case until the outstanding amount for the previous case or cases, including any interest and costs involved, has been paid in full.
9. Unless otherwise agreed in writing in advance, Van der Goen Advocaten will carry out its activities on the basis of the hourly rates currently in force for the lawyers or co-workers at the time the activities are carried out. The client is always entitled to ask for a specification of these rates and Van der Goen Advocaten is obliged to make such a specification available. Unless otherwise agreed in writing, Van der Goen Advocaten is authorized to change the hourly rates referred to, also during the case.
10. Fee statements must be paid within 14 days of the invoice date. If this term is exceeded, the client will be in default by operation of law and will owe an interest equal to the legal interest. If Van der Goen Advocaten is compelled to take collection measures against a client in default, the costs will be charged to the client, with a minimum of 15% of the outstanding balance. Van der Goen Advocaten is authorized to outsource all accounts receivable management tasks to a third party. In such cases, all correspondence relating to the payment of fee statements will go through this third party. All information necessary for the performance of accounts receivable management will be shared with this third party. In such cases Van der Goen Advocaten shall bear responsibility for ensuring that this third party maintains confidentiality.
11. In the event that, at the request of the client, a payment is made during a case by Van der Goen Advocaten to the opposing party or to a third party on the opposing party's behalf, this payment will be made by deposit or transfer to the account of Stichting Beheer Derdengelden Van der Goen Advocaten, unless Van der Goen Advocaten has agreed otherwise with the client in writing in advance. If Van der Goen Advocaten receives a sum of money for the client, Van der Goen will only offset this sum against the amount owed by the client to Van der Goen Advocaten after written permission of the client.
12. In the event of a dispute about the invoicing and/or quality of the services, the complaint procedure applicable at Van der Goen Advocaten (which can be consulted at <https://www.vandergoan.nl/klachtenregeling>) will be followed in an attempt to arrive at a solution acceptable to both parties. In the event that the parties are unable to reach a consensus, the proceedings will

be brought before the court of competent jurisdiction in accordance with Article 13 of these terms and conditions and if necessary this court will also decide as to the amount of the fee statement, also with respect to any dispute there may be regarding time spent.

13. Dutch law exclusively applies to the legal relationship between Van der Goen Advocaten and the client. Any disputes arising from or connected with agreements entered into with Van der Goen Advocaten or agreements related to those agreements will be settled exclusively by the competent court with subject-matter jurisdiction in Van der Goen Advocaten's place of business, unless Van der Goen Advocaten prefers to turn to the court with normal jurisdiction.

14. Former employees of Van der Goen Advocaten may also invoke the provisions of these terms and conditions after they have left the offices of Van der Goen Advocaten if liability claims are made against them.

15. These terms and conditions apply to all offers, cases, agreements and obligations, however they may be named, between Van der Goen Advocaten and third parties. Any departure from these terms and conditions will be valid only if there is a prior written document approving such a departure, signed by the management of Van der Goen Advocaten.

16. If activities are also being carried out for a client in the context of the system used by De Praktijkjurist and if there are contradictions between the present terms and conditions and the terms and conditions which apply to work carried out in the context of De Praktijkjurist, the latter terms and conditions will prevail. If the provisions of the present terms and conditions contravene that which is prescribed pursuant to the Counsel Act or the regulatory power of the Netherlands Bar Association, the provisions of the Act or regulation referred to will prevail, but wherever possible the rest of the provisions of these terms and conditions will be upheld.