

# GENERAL TERMS AND CONDITIONS

## AMSTEL ADVOCATEN B.V.



1. Amstel Advocaten B.V. is the trade name of the law practice of A. Govers-Schotten, LL.M., registered in the trade register of the Chamber of Commerce in Amsterdam under number 83351019. Amstel Advocaten B.V. has the objective of carrying on a legal practice.
2. Any and all engagements are, whilst setting aside Section 404 and Section 407 Subsection 2 of Book 7 of the Dutch Civil Code, exclusively accepted and carried out by Amstel Advocaten, the latter subject to the (exclusive) applicability of these general terms and conditions. This also applies if the client expressly or implicitly awarded their engagement to one or more specific persons affiliated with Amstel Advocaten. Persons affiliated with Amstel Advocaten are not a contractor. The performance of the awarded engagement exclusively takes place for the benefit of the client. Third parties cannot derive any rights from that. Engagements awarded to Amstel Advocaten are best efforts obligations, not result obligations. These general terms and conditions are applicable to any and all engagements awarded to Amstel Advocaten, including potential follow-up engagements and new engagements. The applicability of the general terms and conditions of the client or third parties is expressly rejected. Amstel Advocaten shall be entitled to unilaterally change or supplement these general terms and conditions.
3. Each and every claim for compensation, on the basis of any legal ground whatsoever, that is related to (the performance of) the engagement awarded to Amstel Advocaten, in respect of persons affiliated with Amstel Advocaten, including but not limited to (former) employees, is excluded.
4. Each and every liability of Amstel Advocaten and of persons affiliated with Amstel Advocaten, whether or not directly or indirectly related to the performance of the engagement, shall in its totality always be limited to the amount that is, as the occasion arises, paid pursuant to the (professional) liability insurance of Amstel Advocaten, including the amount of the excess. If, for any reason whatsoever, payment pursuant to the aforementioned insurance would not take place then each and every liability shall be limited to once the fee charged by Amstel Advocaten in the relevant case in the relevant year, excluding office expenses, disbursements and turnover tax, with a maximum of €25,000.00.
5. Without prejudice to the provisions set forth in Section 89 of Book 6 of the Dutch Civil Code, each and every claim in respect of Amstel Advocaten and/or persons affiliated with Amstel Advocaten shall in any case expire twelve months after the event that caused the damages has been discovered or should reasonably have been discovered.
6. Amstel Advocaten shall be entitled to hire third parties for the performance of engagements if Amstel Advocaten deems this to be required, however in consideration of the necessary diligence. Amstel Advocaten and persons affiliated with Amstel Advocaten shall not be liable for shortcomings of the said third parties. Barring claims that are the result of intent or gross negligence on the part of Amstel Advocaten, the client shall indemnify Amstel Advocaten and persons affiliated with Amstel Advocaten against any and all claims of third parties that are related to the (performance of the) engagement.
7. Unless stipulated otherwise in writing, the fee shall be calculated on the basis of hours worked multiplied by the applicable rates that were adopted by Amstel Advocaten, plus VAT and a mark-up for general office expenses, e.g. postal charges, telephone charges, fax and copies expenses and the like. Amstel Advocaten is entitled to adjust the adopted rates and/or mark-up for office expenses periodically. The expenses and/or disbursements (e.g. court fees, charges of the Land Registry and the Chamber of Commerce, bailiff, travelling, courier, delivery, interpretation and translation costs for you) paid for the benefit of the client shall be charged separately.
8. If it was stipulated with the client that an advance shall be paid then Amstel Advocaten shall be entitled to settle this with the last fee note.
9. The activities are basically charged to the client monthly in arrears in the course of which the right is reserved to request payment of an advance and/or to suspend further activities until previously performed activities have been paid. It is also possible that invoicing takes place sooner than monthly, for instance following completion of specific, e.g. procedural, activities. Hours are recorded in units of sixty minutes and an hourly time-sheet is always available on request. If the client fails to communicate their objections to the level of the fee charged, at least to the level of the fee note in general, within 30 days after the date of the fee note then the fee note shall be incontrovertible. Amstel Advocaten sends fee notes digitally. The client is deemed to have accepted the digital receipt of fee notes.

# GENERAL TERMS AND CONDITIONS

## AMSTEL ADVOCATEN B.V.



10. Amstel Advocaten applies a payment term of 14 days, to be calculated from the date of the fee note. After the expiry of the payment term Amstel Advocaten shall be entitled to claim compensation for the statutory interest as well as the extrajudicial collection costs (which costs are estimated at 15% of the principal sum). If a client, who acts in the course of a profession or business, failed to pay the fee note(s) 14 days after the expiry of the payment term then Amstel Advocaten shall be entitled to charge the extrajudicial collection costs at 15% of the principal sum, with a minimum of €150.00. Any and all (extra-)judicial costs that are related to the collection of the fee notes sent to the client by Amstel Advocaten shall be at the expense of the client.
11. The client declares to be familiar with the fact that if Amstel Advocaten requests legal aid on their behalf in pursuance of the Dutch Legal Aid Act (application for subsidised legal aid) with the Dutch Legal Aid Council then the Dutch Legal Aid Council may, for the implementation of its statutory duties, request information about the client (and potentially about their partner) from official authorities, e.g. the municipal personal records database and the tax administration. The client declares to be familiar with the fact that the Dutch Legal Aid Council, when honouring the application, establishes a personal contribution that must be paid to Amstel Advocaten by the client. After conclusion of the case, and depending on the result, the Dutch Legal Aid Council may revoke the legal aid, after which settlement shall still take place in conformity with the applicable rates.
12. The dossier documents are retained at most five years after closing of the dossier, in a hard copy and digital archive, after which Amstel Advocaten shall be free to destroy the dossier without further notice (with the exception of documents that are subject to other statutory retention guidelines). Prior to the expiry of the retention period the client must personally indicate in writing that they wish to take possession of the dossier.
13. By awarding an engagement to Amstel Advocaten and thus by accepting the applicability of these general terms and conditions, there is, pursuant to the General Data Protection Regulation, by operation of law question of a ground for the processing of the personal data of the client. The said personal data shall be processed in order to promote the interests of the client. For instance, Amstel Advocaten shall, as a law practice, process personal data for a legal aid application, correspondence to third parties (court and bailiff) and our financial administration. The data processed by Amstel Advocaten include name and address information, civil service number and contact details. Amstel Advocaten adopted a privacy statement that can be consulted on the website [www.amsteladvocaten.nl](http://www.amsteladvocaten.nl).
14. In the context of the performance of the engagement, Amstel Advocaten and the Foundation for Clients' Funds A. Govers-Schotten, LL.M may retain funds of the client or of a third party. These general terms and conditions are, in respect of the administration of clients' funds, also stipulated for the benefit of the Foundation for Clients' Funds A. Govers-Schotten, LL.M. Amstel Advocaten and the Foundation for Clients' Funds are, in this respect, also entitled to settle clients' funds that are available to the client with a fee note of Amstel Advocaten of which the payment term has expired, unless the fee note was disputed in writing and in a substantiated manner within a reasonable period (within the due date of 30 days). Amstel Advocaten excludes, also for the benefit of the potentially involved Foundation for Clients' Funds Amstel Advocaten, each and every liability that is the result of non-compliance with obligations of the bank encumbered with the deposit of the said funds, as well as each and every liability for damages that are incurred by the client or a third party as a result of incorrect payment instructions of the client.
15. The Amstel Advocaten Professional Complaints Procedure and the Complaints and Dispute Settlement Scheme for the Legal Profession are applicable to any and all engagements concluded between Amstel Advocaten in the capacity of contractor and third parties. Any and all disputes that are related to the services of Amstel Advocaten, including disputes about fee notes, shall be brought to the cognisance of the Disputes Committee for the Legal Profession, without prejudice to the authority of Amstel Advocaten to (at its sole discretion) address the ordinary court if the client did not bring a potential dispute about a fee note to the cognisance of the Disputes Committee within one month after having been summoned to pay. If the client is a private individual (consumer) then the Disputes Committee rules by way of binding third-party ruling, unless the client, who is a consumer, addresses the court within one month after handling of the complaint by Amstel

# GENERAL TERMS AND CONDITIONS

## AMSTEL ADVOCATEN B.V.



Advocaten. If the client, who is a consumer, does not deposit the yet outstanding amount with the Disputes Committee in conformity with the provisions of the aforementioned Scheme then arbitration shall apply. In case of disputes with professional clients, the aforementioned Scheme provides for an arbitration procedure. The Professional Complaints Procedure and/or the Complaints and Dispute Settlement Scheme are sent on request.

16. As a result of applicable regulations (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act) Amstel Advocaten is held to notify the identity of clients and their representatives and potential unusual transactions to the authorities, without informing the client accordingly. The client is aware of this statutory obligation.
17. A Dutch and an English version are available of these General Terms and Conditions. In the event of a discrepancy between these general terms and conditions in the Dutch language and (or) the English language, the Dutch text shall be decisive and binding.
18. Dutch law is applicable to the legal relationship between the client and Amstel Advocaten. The competent court in Amsterdam is exclusively competent to take cognisance of any and all potential disputes that derive from the legal relationship between the client and Amstel Advocaten.