

# General Terms and Conditions MARK Advocaten

## **Article 1. MARK Advocaten is a partnership in which costs are pooled**

The partnership is formed by Advocatenkantoor mr. J.M. van Gool B.V., mr. D.M.F. Snelder, mr. C.M. van den Reek, mr. M. Hofland, mr. J.L.P. Heuts, Advocatenkantoor De Maaré B.V., mr. W.G.M. Vos, mr. M. van Loo, mr. K. Boerjan en mr. C.P. van den Eijnden.

## **Article 2. Applicability of the General Terms and Conditions**

The client can only engage one or more individual partners of the partnership. A partner who accepts the engagement (hereinafter also referred to as "the contracted lawyer" or "contracted party") will be considered individually as the contracted party. The partnership itself will never be considered as a contracting party and will not be bound by the engagement. These General Terms and Conditions apply to all engagements, activities and services (hereinafter referred to as: "engagements"), as well as to all additional and follow-up engagements that the client issues to one or more individual members of the partnership and all those who work - whether under a contract of employment or not - for the (individual) partners of the partnership, as well as the third parties mentioned in article 4. The applicability of General Terms and Conditions referred to in documents from the client is specifically excluded.

## **Article 3. Engagements and liability**

All engagements are deemed to have been laid down in a contract with the lawyer in question. A contract is only formed after acceptance of the engagement by the lawyer in question.

Third parties cannot derive any rights from the contract, the services provided or the results thereof. All engagements will only be accepted and executed for the client by the lawyer in question, setting aside for the purpose of this article Sections 7:404, 7:407 paragraph 2, and 7:409 of the Netherlands Civil Code.

The client agrees that as the occasion arises, another lawyer will provide services (for instance in the absence of the contracted lawyer or in case specific expertise is required). Third parties may also be engaged (for instance bailiffs or other experts).

The liability of the contracted lawyer is limited to the amount paid out under the professional indemnity policy taken out by the contracted lawyer. The contracted

lawyer has a professional indemnity policy which complies with the relevant rules of the Netherlands Bar Association applicable on the date of issue of these terms and conditions.

If for whatever reason no payment under the insurance is made, the liability of the contracted lawyer (for whatever reason) will be limited to the fees charged by the contracted lawyer and paid with regard to the calendar year in question in connection with the relevant engagement. All claims will lapse if they have not been submitted to the contracted lawyer in writing and supported by reasons - on production of all relevant evidence - within one year after the facts and circumstances on which the claim is based became known or reasonably could have become known to the client or the third party.

The client indemnifies the contracted lawyer against all claims from third parties and is obliged, on demand, to pay the contracted lawyer the reasonable costs of defence against such claims.

## **Article 4. Engagement of third parties**

When engaging third parties (including, but not limited to local counsels, foreign lawyers, accountants, loss adjusters, bailiffs, experts, consultants or service providers), the contracted lawyer shall be guided by good contracting practices. However, with the exception of wilful misconduct or gross negligence on his part, the contracted lawyer is not liable for mistakes or failures in the performance of these third parties and is entitled, without prior consultation of the client, to accept, (also) on behalf of the client, a limitation of liability of the third parties on the part of the third parties that he engages.

## **Article 5. Fees and costs**

Unless otherwise agreed, the fees will be determined on the bases of the number of hours worked multiplied with the hourly rate to be set by the contracted lawyer for the engagement in question. In addition, the client will also have to pay the disbursements (including, but not limited to court fees, bailiff's costs, travel and accommodation expenses as well as - where applicable - costs of third parties). To cover the general office expenses (such as postage, telephone, fax and copy expenses, etc.) a percentage of 6% of the fees will be charged. All amounts are exclusive of turnover tax ('BTW' (Dutch VAT)).

Unless otherwise agreed, the contracted

lawyer will issue invoices on a monthly basis. The contracted lawyer is entitled to ask for a payment on account prior to the commencement of the engagement or a further payment on account during the handling of the case. The contracted lawyer will only commence or continue his activities after receipt of the (further) payment on account. Payments on account will be set off against the final account.

## **Article 6. Payment**

Payment of fee notes shall take place without suspension or setoff within 14 days after the invoice date. If payment is not made within this term, the contracted lawyer is entitled to suspend his activities for the client without further notice of default being required and the client will have to pay statutory interest, as well as the collection costs, calculated on the basis of the collection rates of the Netherlands Bar Association.

## **Article 7. Termination of the contract**

Any party may terminate the contract by giving notice of termination, if desired with immediate effect. The client is obliged to pay the fees and additional costs for the work done up to the moment of termination.

## **Article 8. Secrecy**

MARK Advocaten, as well as each individual contracted lawyer, is obliged to observe secrecy based on the regulations and guidelines of the Netherlands Bar Association.

E-mails and other forms of data communications will not be sent encoded, as a result of which secrecy is not guaranteed.

The contracted lawyer will not be liable for the incorrect or incomplete transfer of information or delay in the receipt of e-mails and other forms of data communications.

The contracted lawyer explicitly reserves the right to submit case files to the Netherlands Legal Aid Board ('Raad voor Rechtsbijstand'), after receipt of a request to that effect from the Legal Aid Board.

## **Article 9. Applicable Law and choice of forum**

The legal relationship between the client and the contracted lawyer is governed by Dutch law only. All disputes will be resolved exclusively by the Court in Breda, the Netherlands, which is hereby designated as competent court.