

General terms and conditions

- 1)** mr. L.I. Boomsma-Shriber advocaat/mediator is a law firm and an mediationoffice acting in the form of a sole proprietorship.
- 2)** All assignments are accepted and executed under the (exclusive) applicability of these general conditions. These general conditions are also (exclusively) applicable to continued or additional assignments of the client. The applicability of conditions of the client are explicitly rejected.
- 3)** Any and all liability of mr. L.I. Boomsma-Shriber advocaat/mediator is limited to the amount paid out, if any, under it's professional liability insurance policy in the matter concerned, plus the amount of the deductible (In Dutch: "eigen risico") applicable to the insurance coverage. In the event and to the extent there will be no payment under the professional insurance policy for whatever reason, any and all liability is limited to an amount of € 25.000,- or, if mr. L.I. Boomsma-Shriber charged higher fees in the matter concerned limited to the amount of such fees, the maximum amount will be € 40.000,-. Not only mr. L.I. Boomsma-Shriber lawyer/mediator, or mr. L.I. Boomsma-Shriber, but also third parties involved in carrying out instructions of a client, may rely on these general terms and conditions. The same shall apply on the owner/director of mr. L.I. Boomsma-Shriber lawyer/mediator as well as former employees in the event that they are held liable after they have left mr. L.I. Boomsma-Shriber lawyer/mediator. Not withstanding the provisions in article 6:89 BW, any claim for damages/compensation against mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber, will expire if within one year after the facts on which the claim is based upon were known by the client, or reasonably could have been known by the client, that claim is not submitted before the competent court.
- 4)** mr. L.I. Boomsma-Shriber advocaat-mediator has no third-party funds foundation available. No third-party funds can be received.
- 5)** mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber, will, when engaging third parties (except in case of observer, litigators and/or bailiff assistance) consult with the client as much in advance as possible and exercise due care and consideration in the of selection of third parties. mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is/are not liable for any acts or omissions of third parties. mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is/are authorized by the client to accept terms and conditions on behalf of the client (including any limitations of liability of third parties which account in the relationship between them/her and a third party, or which are negotiated by the third party).
- 6)** The client indemnities and safeguards mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber against all claims by third party, the reasonable legal costs including, arising in whatever matter from the activities performed for the client, unless this is due to gross negligence or willful misconduct on our part.

7) Unless agreed otherwise in writing, the professional fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate (determined annually) by mr. L.I. Boomsma-Shriber advocaat/mediator. mr. L.I. Boomsma-Shriber has the right to change the applied hourly rate paid, in the interim. This applies as well if it is not in communicated in advance. The rates are subject to applicable tariff adjustments, with effect from January 1st annually. It should be as a starting point that only those activities are carried out by mr. L.I. Boomsma-Shriber lawyer-mediator or mr. Boomsma -Shriber, which are necessary for the case. mr. L.I. Boomsma -Shriber lawyer-mediator is entitled to a retainer in advance of the fee. Only after receiving the retainer mr. L.I. Boomsma -Shriber will start to render her services. The retainer (paid in advance) shall be refunded after payment of the last invoice. Changes or cancellations of appointments should be at the latest 24 hours before that appointment.

8) At the introduction appointment, if for any reason whatsoever, the client does not wish to proceed by giving an assignment to mr. L.I. Boomsma-Shriber within the first half hour, there will be no charges. After 30 minutes and/or if an assignment is given to mr. L.I. Boomsma-Shriber however, the entire appointment will be charged.

9) Expenses paid by mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber on behalf of the client will be charged separately (such as (but not limited to) travel costs, court fees, attorneys fees, courier costs, translation costs and in general the costs of third parties engaged in consultation with the client in regards to the proceedings). To cover general office expenses (such as postal-, telephone-, fax- and paper costs etc.) a certain percentage will be charged with regards to these costs.

10) In principle, the client will be charged for services on a monthly basis, with payment required within 14 days starting from the date of the invoice. The client cannot ascribe any rights to this principle. If the client has any comments or remarks with respect to an invoice, he/she must send a written notice within 14 days after receiving the invoice. If the client fails this he/she is deemed to have consented to the content, structure and scope of the invoice. mr. L.I. BoomsmaShriber advocaat/mediator, or mr. L.I. Boomsma-Shriber will respond to a written notice and invite the client to the office for a meeting if a written explanation is not clear or offers no real solution. mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is/are entitled to claim reimbursement of the legal interest as well as the extrajudicial collection costs (which costs to be estimated at 15% of the sum due) after the expiry of the payment. Furthermore, mr. L.I. Boomsma Shriber-lawyer-mediator shall be entitled to suspend further work after the expiration of the payment.

11) The Complaints and Disputes Procedure of the Netherlands Bar Association (Geschillenregeling Advocatuur) is applicable to the services of mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber. Any disputes as a result of the formation and/or the execution of the services of mr. L.I. Boomsma-Shriber arise, including any invoice disputes, shall be resolved under the Legal Disputes Committee Rules (Reglement Geschillencommissie Advocatuur), without prejudice to the

authority of mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber to apply to the ordinary court (at its discretion), if the client has not submitted the dispute to the Disputes Committee within one month after the payment has been demanded in writing. If the dispute concerns instructions from a private client, the Regulations provide for binding opinion, unless the client applies to the ordinary court within one month after the complaint has been handled by the lawyer, or mr. L.I. Boomsma-Shriber applies to the ordinary court. In the event a debt is to be collected from a private client, a binding opinion only exists if the client pays outstanding amount, with his or her complaint, within one month after the settlement by the lawyer involved in the complaint, to the ordinary court. In the case of collecting a claim on a private client, there is only a binding advice if the client deposits the outstanding amount under the Dispute Commission. If the client fails to do so, arbitration is applicable to the collection. If the dispute concerns the assignment of a business client, arbitration is applied by the Regulators. Further information on the Dispute Resolution is available on request. If a dispute is submitted to the ordinary courts, or if any dispute between the parties is not suitable for treatment by the arbitration board, or if it is resulting from the treatment or the decision of the arbitration committee that dispute is initially settled by the District Court of Amsterdam, unless another court is prescribed by law, in which case mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is still authorized to proceed with the process before the specific court.

12) The legal relationship between the client and mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is subject to Dutch law.

13) With the exception of individual cases for which legal custody guidelines should apply, the file will be stored for at least five years (counting from sending the final invoice), after which mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber is free to destroy the file without further notice.

14) mr. L.I. Boomsma-Shriber advocaat/mediator, or mr. L.I. Boomsma-Shriber does not rely on a clause in these general conditions where the stipulation is not authorized by the Dutch Lawyer Association (Nederlandse Orde van Advocaten). If one or more provisions of the agreement is/are wholly or partially invalid or unenforceable, they shall hereby be replaced by provisions on which this does not apply and that wherever possible settle the same as the invalid or unenforceable provision. To the extent in which this is necessary, the parties shall consult further in good faith on the precise wording of these substituted provisions.