

**WESTPHAL JOHANSEN ADVOCATEN  
GENERAL TERMS AND CONDITIONS as of 1  
April 2018**

**1. Definitions**

In these General Terms and Conditions, the following terms have the following meanings:

- a. The partnership: the cost-sharing partnership of the independent professional companies Westphal Advocatuur B.V. and Advocatenkantoor Johansen B.V., acting under the name of Westphal Johansen Advocaten, having its registered office in Gerwen in the municipality of Nuenen (Netherlands).
- b. The professional company: a private limited liability company which has as its object to conduct the practice of lawyer in the broadest sense of the word, this private company being a partner in the partnership Westphal Johansen Advocaten.
- c. The attorney (involved): the natural person who carries out the engagement by the client on behalf of the professional company.
- d. The client: the party engaging the separate professional companies.

2. These General Terms and Conditions apply to all agreements entered into with one of the professional companies, unless it has been expressly agreed beforehand that the General Terms and Conditions do not apply.

3. Westphal Johansen Advocaten is an alliance without legal personality. If a client engages one of Westphal Johansen Advocaten's attorneys, an agreement is formed between the client and the professional company of the attorney involved. In the performance of the engagement, the attorney may call on the assistance of third parties, for the account and risk of the client. If reasonably possible, the attorney consults with his client about this beforehand. However, the attorney is entitled to engage a bailiff or another attorney without prior consultation, and furthermore has the right – if necessary stipulating hereby – to, (also) on behalf of the client, accept any third-party limitations of liability in connection with the performance of a client's engagement by that third party/those third parties. Any liability of the professional companies for shortcomings of third parties is excluded.

4. All assignments from clients are exclusively accepted and performed by the professional company involved, even if an assignment is explicitly or tacitly intended to be performed by a specific person. The application of Article 7:404 of the Dutch Civil Code (DCC), which provides for the latter case, and of Article 7:407 (2) DCC, which creates joint and several liability if assignments are given to two or more persons, is excluded.

5. At variance with Article 7:408 (2) DCC, the professional company involved is entitled at all times to terminate an assignment, subject to the rules of conduct of attorneys. The client can also terminate the agreement at any time.

6. Third parties cannot derive any rights from the work performed and its results and the client indemnifies the attorney involved for all claims by third parties in that respect, including the reasonable costs of legal assistance.

7. The fee to be charged to the client by the professional company will, unless expressly agreed otherwise, be calculated on the basis of the number of hours worked, multiplied by the hourly rates to be set annually by the professional company. The aforementioned fee is exclusive of taxed and untaxed disbursements, office costs and VAT. Disbursements are the expenses made by the professional company for the client, such as court

registry fees, bailiff's costs, travel and accommodation costs and agent attorney's salary. The office expenses – if it has been agreed that these will be charged – amount to 5% of the applicable hourly rate.

8. The attorney will endeavour to achieve the client's intended result but does not guarantee that this result can be achieved.

9. The professional company is entitled to invoice its clients once every fourteen days or as frequently as it deems appropriate. These invoices must be paid by the clients within two weeks of the invoice date, without deduction, discount or settlement. If the invoice is not paid, not paid on time or not paid entirely, the client is in default by operation of law, and all reasonably incurred (collection) costs will be at its expense. The client owes the professional company a contractual interest of 1% on every month that the client is in default of payment of the invoice or any part thereof. In the calculation of the aforementioned interest, part of a month is regarded as a whole month. The professional company is also entitled at all times to send the client one or more advance or deposit invoices and commence work for the client only if and after this/those invoice(s) has/have been paid. The advance will be settled in the final invoice and functions as security until the end of the case.

10. If, in the provision of services, use is made of transmissions via the internet, email and/or via electronic or telephone networks, or other networks that are public or accessible to third parties, the confidentiality of such transmissions is not guaranteed and the professional company is not liable for damage suffered by the client as a result of third parties gaining access to information intended for the client or by unauthorised disclosure by third parties.

11. If, during the performance of a client's engagement, an event occurs which results in liability, such liability will be limited to the amount or amounts that may be claimed under the professional liability insurance taken out by the professional company, including the excess payable by the professional company concerned in connection with that insurance. An event as referred to in the previous sentence will be deemed to include an omission. If any harm is inflicted on persons or goods as a result of or in connection with the performance of a client's engagement or otherwise for which the professional company is liable, such liability will be limited to the amount or amounts that may be claimed under the general corporate liability insurance taken out by the professional company, including the excess payable by the professional company in connection with that insurance.

The cost partnership Westphal Johansen Advocaten cannot be held independently liable. The cost partnership is only an alliance without legal personality and itself not a party to the letter of engagement.

12. If, for whatever reason, no insurance payment whatsoever is made, any liability towards the client is limited to the fee charged to the client by the professional company in connection with the engagement in question over the last 6 months before the fact causing the damage occurred, and in any event limited to a maximum of € 5,000 (in words: five thousand euros).

13. All claims by clients lapse if they are not submitted, substantiated in writing, to the professional company within 12 months after the client became aware or could reasonably have been aware of the facts on which it bases its claim.

14. These General Terms and Conditions may be invoked not only by the professional company, but by any person involved in the performance of any engagement of a client as well. The same applies to former employees, including their heirs, if they are held liable after they have left the firm of the professional company.

15. These General Terms and Conditions are also applicable to supplementary engagements and follow-up engagements by clients. They have been drawn up in Dutch and English. In the event of any dispute regarding the contents or the purport of these General Terms and Conditions, the Dutch text shall prevail.

**16.**

1. If the client has a complaint about the formation and performance of a letter of engagement, the quality of the services provided or the amount of the invoice from the attorney involved or the persons working under his responsibility, the client can invoke the firm's complaints procedure.

2. Advocatenkantoor Johansen B.V. acts as complaints officer in respect of complaints with regard to Westphal Advocatuur B.V. and vice versa.

3. The complaints officer will inform the complaining client and the individual regarding whom the complaint was made, of the opinion, with reasons and in writing, on the admissibility of the complaint within one month after it is received, possibly with recommendations.

4. The complaints officer can deviate from the term referred to in the previous paragraph, if it communicates this with reasons to the complaining client and the individual regarding whom the complaint was made, stating the term within which an opinion on the admissibility of the complaint will be given.

5. The client and the individual regarding whom the complaint was made are given the opportunity to explain the complaint.

6. The complaining client does not owe any fee for the costs of dealing with the complaint.

7. A complaint which has not been resolved after having been handled according to the firm's complaints procedure can, for a binding judgment to be obtained, be submitted to the competent judge of Oost-Brabant District Court.

17. The legal relationship between the professional company and its clients will be governed by Dutch law. Only the Dutch courts are competent to adjudicate any disputes that may arise between the professional company and a client.