

## General Terms and Conditions of Velink & De Die

1. Velink & De Die is a law-firm consisting of natural persons or legal persons.
2. Velink & De Die has its registered office in Amsterdam and is registered with the Trade Register under number 51629798.
3. Engagements are accepted and performed by the firm only. Sections 7:404 and 7:407(2) of the Dutch Civil Code are not applicable.
4. Engagements are performed only for the benefit of the client. Third parties cannot infer any rights from the content of the work performed for the benefit of the client.
5. Only the present general terms and conditions shall apply to engagement agreements between Velink & De Die and the client, even in the case of additional or follow-up engagements.
6. These general terms and conditions shall inure to the benefit of not only Velink & De Die, but also all other persons who work at or for Velink & De Die and who are engaged to perform the work to be carried out within the scope of an engagement.
7. If Velink & De Die make use of third parties which are not part of their own business when performing an engagement, they shall observe due care. Such third parties shall be selected as much as possible after the client has been consulted first. This does not apply to the engagement of a bailiff or attorney-of-record in another legal district.  
The costs of engaging third parties shall be charged to the client.  
Velink & De Die accept no liability for shortcomings of third parties. Any limitation in third parties' professional liability are accepted by Velink & De Die on behalf of the client.
8. Any liability of Velink & De Die shall always be limited to the amount they are entitled to under their professional liability insurance in the case concerned, increased by the amount of the deductible to be borne by Velink & De Die according to the applicable terms of the policy. If and to the extent that no payment is made under the professional liability insurance, any liability shall be limited to the amount paid to Velink & De Die by the client in respect of the engagement or the part of the engagement in connection with which the liability arose, up to a maximum of € 25,000.  
Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code, the right to compensation shall in any event lapse twelve months after the event that gave rise, whether directly or indirectly, to the damage for which Velink & De Die are liable.
9. The client shall hold Velink & De Die harmless against all claims by third parties, including the costs of legal assistance, which relate to or arise from the work performed for the benefit of the client in any way, except in the case of an intentional act or omission or gross negligence on the part of Velink & De Die.
10. The client shall owe Velink & De Die the agreed fee, increased by expenses and value added tax. Velink & De Die shall invoice the client for their work on a monthly basis and use a payment term of four weeks following the despatch of the invoice.

If the invoice is not paid in time, Velink & De Die shall be entitled to charge the statutory interest without any further notice of default being required. In the case of late payment Velink & De Die shall also be entitled to take any measures they deem necessary in order to collect the invoice. All the judicial and extra-judicial costs incurred by Velink & De Die with a view to the payment of their invoices for the work performed shall be charged to the client, with a minimum of 15% of the invoice amount in each case. If necessary in connection with the client's failure to pay, Velink & De Die may decide to suspend their work until payment has been made, with the exclusion of any liability on the part of Velink & De Die for the damage that may arise from this.

Velink & De Die shall also be entitled to settle their invoices after they have become due and payable with any funds held by Velink & De Die, even if such funds are held by the foundation

*“Stichting Derdengelden Velink & De Die advocaten”* (the foundation holding the client account of Velink & De Die) or other third parties.

11. Velink & De Die may require the client to pay an advance before starting the work to be performed in connection with the engagement. Any advance that is received shall be settled with the final invoice for the engagement.
12. The rate to be charged for the work of Velink & De Die shall be agreed in advance before the engagement is performed. Velink & De Die shall be entitled to re-determine their rate once a year. The client shall be timely informed of the rate increase.
13. The legal relationship between Velink & De Die and the client is governed exclusively by Dutch law.
14. Any disputes shall be resolved by the District Court of Amsterdam.
15. The Dutch text of the general terms and conditions shall be binding in the event of a dispute about their contents or interpretation.

These general terms and conditions have been filed with the District Court of Amsterdam under number 19/2011.

## **Complaints procedure of Velink & De Die**

### **Article 1 Definitions**

In this complaints procedure the following definitions shall apply:

- *complaint*: any written expression of dissatisfaction of or on behalf of the client in relation to the lawyer or the people working under the lawyer's responsibility about the conclusion and performance of an engagement agreement, the quality of the services or the amount of the invoice, other than a complaint within the meaning of paragraph 4 of the Dutch Lawyers Act ("*Advocatenwet*");
- *complainant*: the client or the client's representative who makes a complaint;
- (*deputy*) *complaints officer*: the lawyer in charge of handling the complaint.

### **Article 2 Scope**

1. This complaints procedure applies to every engagement agreement between Velink & De Die and the client.
2. Every lawyer of Velink & De Die shall ensure that a complaint is handled in accordance with the complaints procedure.

### **Article 3 Aims**

The aims of this complaints procedure are:

- a. to lay down a procedure for handling clients' complaints in a constructive manner and within a reasonable period of time;
- b. to lay down a procedure for determining the causes of clients' complaints;
- c. to maintain and improve existing relationships by means of a proper complaints handling procedure;
- d. to train employees how to react to complaints in a client-oriented way;
- e. to improve the quality of the services provided with the help of complaint handling and complaint analysis.

### **Article 4 Notification of complaints procedure when services start**

1. This complaints procedure has been disclosed. Before the engagement agreement is entered into, the lawyer shall inform the client that the firm has a complaints procedure that applies to the services provided.
2. In the engagement agreement Velink & De Die have included the independent party or body to which the client can submit a complaint which has not been resolved after being handled in order to obtain a binding decision and this has been stated in the engagement letter.
3. Complaints within the meaning of article 1 of this complaints procedure which are not resolved after being handled shall be submitted to the Dutch Disputes Committee for the Legal Profession ("*Geschillencommissie Advocatuur*").

### **Article 5 Internal complaints procedure**

1. If a client approaches the firm with a complaint, the complaint will be directed to *mr. A.C. de Die*, who will then act as complaints officer.
2. If a client has a complaint relating to the conduct of *mr. A.C. de Die*, *mr. C. Velink* will act as the deputy complaints officer.
3. The complaints officer shall inform the person to whom the complaint relates that a complaint has been made and allow the complainant and the person to whom the complaint relates to clarify the complaint.
4. The person to whom the complaint relates shall try and arrive at a solution together with the client, whether or not via the intervention of the complaints officer.
5. The complaints officer shall handle the complaint within four weeks from the receipt of the complaint or inform the complainant that and why this period will be deviated from and while stating the period within which a decision *will* be given on the complaint.
6. The complaints officer shall inform the complainant and the person to whom the complaint relates of the decision on the validity of the complaint in writing, with or without recommendations.
7. If the complaint has been handled satisfactorily, the complainant, the complaints officer and the person to whom the complaint relates shall sign the decision on the validity of the complaint.

### **Article 6 Confidentiality; complaint handled free of charge**

1. The complaints officer and the person to whom the complaint relates shall observe strict

- confidentiality when handling the complaint.
2. No fee shall be due by the complainant for the handling of the complaint.

#### **Article 7 Responsibilities**

1. It is the responsibility of the complaints officer that the complaint is timely handled.
2. The person to whom the complaint relates shall keep the complaints officer informed of any contact and a possible solution.
3. The complaints officer shall keep the complainant informed of the handling of the complaint.
4. The complaints officer shall maintain the complaint file.

#### **Article 8 Complaint registration**

1. The complaints officer shall register the complaint along with the subject of the complaint.
  2. A complaint can be subdivided into multiple subjects.
  3. The complaints officer shall periodically report on the handling of the complaints and give recommendations in order to prevent new complaints as well as to improve procedures.
- The reports and recommendations will be discussed by the firm at least once a year and shall be