

## I – General

1. De Roos & Pen NV is a public limited company incorporated under Dutch law, having the legal objective of practicing the legal profession, specializing in criminal law.
2. The lawyers of the PLC are all registered with the Dutch Bar Association, Neuhuyskade 94, 2596 XM The Hague, tel. 070-3353535.
3. The PLC is registered at the Dutch Chamber of Commerce under registry number 50376365.
4. These General Terms and Conditions apply to all commissions (including additional commissions and subsequent commissions) executed by the members and/or employees of the PLC, unless agreed otherwise, in writing, prior to agreeing a commission. Applicability of the Client's General Terms and Conditions is explicitly rejected herewith.
5. The execution of the commissions granted shall be effected solely on behalf of the Client. Third parties cannot derive any rights from the activities performed.
6. The legal relation between the Client and the PLC shall be governed by Dutch Law. Any dispute that might arise between the PLC and the Client shall be litigated exclusively before the Dutch Courts.
7. The Dutch text of these General Terms and Conditions shall prevail over any translation thereof.

## II – Limitation of liability

8. All commissions shall be deemed to have been solely granted to and accepted by the PLC, even if it is the explicit or tacit intention that a commission is to be carried out by a particular lawyer. The effect of article 7:404 of the Dutch Civil Code (Burgerlijk Wetboek), which provides an arrangement for the latter case, and the effect of article 7:407 section 2 of the Civil Code, establishing several liabilities in cases where two or more persons are granted a commission, is excluded.
9. Any liability shall be limited to the amount paid in the case concerned by the PLC's professional liability insurance plus the applicable insurance policy's deductible to be borne by the PLC pursuant to the insurance policy conditions. The PLC cannot be held liable for damages that are not covered by its professional liability insurance.

10. When engaging third parties not belonging to its organization the PLC shall observe due diligence and shall (except in case of attorneys' and bailiffs' assistance) consult with the Client to the extent possible prior to the selection of these third parties. Any liability of the PLC for shortcomings of these third parties is excluded herewith.

### **III – Complaints and dispute resolution**

11. The PLC is not affiliated with a complaints- and disputes resolution institute.
12. Formal complaints may be filed with De Roos & Pen NV, Keizersgracht 332, 1016 EZ Amsterdam. The possibility also exists to file your complaint with the Dean of the Bar Association in Amsterdam, PO Box 57590, 1040 BL Amsterdam, tel. 020-589 60 39, fax 020-589 60 01.

### **IV - Invoicing**

13. The hourly rates will be indexed annually (to wit, as per January 1) in accordance with the Consumer Price Index All Households of Statistics Netherlands (Centraal Bureau voor de Statistiek) of December of the previous year. The hourly rates will be rounded up to whole Euros. Apart from the aforementioned indexing, the hourly rates of trainees and associates agreed on at the intake of a case will be adjusted annually in accordance with the relevant hourly rate scales of De Roos & Pen. A copy of the hourly rates scales will be forwarded upon request. The Client shall be informed timely of any interim changes in the agreed rate other than those in connection with the abovementioned indexing.
14. In addition to the hourly rates, 6,25% office expenses will be charged in connection with, inter alia, telephone, fax and postage costs. Other expenses will be charged separately.
15. In case of activities to be carried out forthwith or over the weekend the agreed hourly rate may be increased by 50% to 100%.
16. Activities will only be performed on the basis of a retainer.
17. The hours worked and the expenses made will be invoiced on a regular basis. Invoices should be paid within the agreed term of payment. If desired, invoices can be sent on a monthly or quarterly basis. If an invoice remains unpaid, even after several reminders, the PLC shall be forced to charge the statutory interest rate and costs connected therewith.
18. Except when agreed upon otherwise in writing, the retainer shall not be offset against interim invoices. Only upon termination of the activities shall the retainer be settled with the final invoice. A credit balance, if any, will be refunded.

19. However, the retainer may be offset in case interim invoices are not paid in a timely manner. The lawyer working for the Client will suspend his activities until an advance payment has been made anew.
20. If desired, the Client may ask the lawyer for an estimate of the amount of the final invoice as soon as the latter has sufficient information to make such an estimate.
21. Without prejudice to the provisions in the Bookkeeping Ordinance of the Netherlands Bar Association (Boekhoudverordening van de Orde van Advocaten), outstanding invoices may be settled with any funds that the lawyer may hold in deposit for the client, insofar as those funds can be paid to the Client without any impediment.
22. If outstanding invoices remain unpaid, even after various reminders, then the PLC will engage a debt-collection agency. The interests and costs of the debt-collection agency shall be borne by the client.

#### **V – Clients under detention**

23. In respect to Clients under detention the PLC emphasizes the following.
24. In case you are being detained you qualify for free legal aid. However, you have opted not to use that possibility so that the financial conditions laid down in these general terms and conditions shall apply.
25. Even if you have been formerly detained in the case for which you are now receiving legal counsel you might qualify for free legal aid. Nonetheless, you have opted not to use that possibility; therefore, the financial conditions laid down herein shall apply.

#### **VI – Eligibility for free legal aid**

26. If your income lies below the income and assets threshold set by the Dutch Minister of Justice pursuant to the Legal Aid Act (Wet op de Rechtsbijstand) you may be eligible for free legal aid. Should you choose not to use this possibility, then you will be subject to the financial conditions laid down herein.
27. If one of the lawyers affiliated with the PLC represents you on the basis of financial support provided to you by the Dutch Council for Legal Aid (Raad voor Rechtsbijstand), the PLC will issue you a retainer to charge the personal contribution that the Council for Legal Aid may order you to pay. These financial conditions shall apply to you as far as that invoice is concerned.