

GENERAL TERMS AND CONDITIONS of LAFAYETTE ADVOCATEN

1. Professional practice and applicability of the general terms and conditions

LaFayette Advocaten is a trade name of multiple *advocaten* (hereinafter: lawyers) who each operate their practice independently. This concerns:

- J.K.A. van Loo (via Van Loo Advocatuur B.V., Chamber of Commerce no. 34262816)
- J.M. Caro (Chamber of Commerce no. 33268259)
- B.C. van Bekkum (via Van Bekkum Legal B.V., Chamber of Commerce no. 73046140)
- A.A.H.M. van Zutven (via Van Zutven Advocatuur B.V., Chamber of Commerce no. 34269271)
- M. Manders (Chamber of Commerce no. 34325995)

(hereinafter, each individually, referred to as 'the lawyer').

LaFayette Advocaten is not a partnership and not an association within the meaning of the Legal Profession Regulations of the Netherlands Bar Association. The lawyers operate autonomously and conclude contracts under personal title. They share the facilities of the office at Van Leijenberghlaan 199c in (1082GG) Amsterdam and all make use of the trade name LaFayette Advocaten.

These general terms and conditions are stipulated for the benefit of the lawyers, their professional company and third parties enlisted for the execution of engagements. These general terms and conditions apply to all engagements the lawyer enters into with clients in the context of the execution of the work as lawyer. The lawyer has the right to amend or supplement these general terms and conditions. The general terms and conditions are drawn up in Dutch and in English. The text of the Dutch terms and conditions prevails over the English text.

2. Communications

Communications between the lawyer and the client in reference to the engagement will take place mainly by e-mail. To this end, the client shall provide the lawyer with an e-mail address and grant permission for the use of this e-mail address. In the context of the engagement, communications between the lawyer and third parties will take place by e-mail as well. The client accepts the risk associated with communications via e-mail, such as, but not limited to, the fact that e-mail is not a fully reliable medium in terms of non-disclosure of confidential or privileged messages.

3. Enlisting the services of third parties

The lawyer may enlist the services of third parties for the execution of the engagement. The said third parties will, if possible, be selected in consultation with the client and with due observance of all possible prudence. The lawyer is not liable for any faults or shortcomings on the part of these third parties. The client indemnifies the lawyer against any claims of third parties for compensation of expenses and fees, insofar as related in any way to the work carried out for the benefit of the client.



4. Fees, invoicing, third-party costs, advance bills, suspension of services

The lawyer will, in principle, send the client an itemised invoice by e-mail each month for the services rendered in the previous calendar month. For this purpose, the lawyer will also use the specified e-mail address. If no e-mail address is provided, or if the client requests such, invoices will be sent by post. Invoices must be paid within 14 days after the invoice date.

Unless other arrangements were explicitly made in writing, the invoice amount is based on the time spent by the lawyer for the benefit of the client, multiplied by the hourly rate. The agreed hourly rate is always exclusive of VAT. Court fees, travel and accommodation expenses, and (other) expenses for services provided by third parties (such as bailiffs, the chamber of commerce, the land register, translators, couriers, etc.) will be charged separately to the client.

If the course of the case so warrants, the lawyer will send an advance invoice. This advance invoice must be paid immediately. The advance paid will be set off against the final invoice. If an invoice has not been paid within the payment term, the lawyer may, after having informed the client thereof, suspend the services on behalf of the client until the invoice amount has been paid. The lawyer is not liable in any way for damage arising as a consequence of this suspension of services.

5. Subsidised legal aid

If the client may be eligible for subsidised (assigned) legal aid, but the lawyer is not registered with the Legal Aid Board, the lawyer shall refer the client to another lawyer or to the Legal Services Counter. If the lawyer is registered with the Legal Aid Board, the lawyer will discuss whether the client can claim subsidised legal aid. If the lawyer wants to accept the relevant case on that basis, the lawyer will submit an application to that end with the Legal Aid Board. The client must pay the lawyer the personal contribution established by the Legal Aid Board within 7 days. The subsidised legal aid pertains to the lawyer's fee. Additional expenses, such as court fees, costs for extracts and registered post, will be for the account of the client. If the application is not granted, or if the assignment is revoked at a later stage, the client will owe the hourly rate as applied by the lawyer for services rendered to private parties. If the application for assignment is denied, the client has the opportunity to enter an objection. This objection procedure is not covered by the engagement awarded to the lawyer. If the client wants the lawyer to conduct the objection proceedings, the client must request the lawyer to do so in writing. For objection proceedings before the Legal Aid Board, the lawyer charges the aforementioned hourly rate for services rendered to private parties. These costs will not be reimbursed by the Legal Aid Board, even if the application is allowed following the objection.

6. Legal expenses insurance

If the client has taken out a legal expenses insurance that might offer cover and which the client wishes to avail itself of, the client shall procure that the insurance company confirms the cover. The client grants the lawyer permission to keep the legal expenses insurance company abreast of the substance and the progress of the case. If the legal expenses insurance company should indicate that the maximum insured amount has been reached or the cover is terminated or suspended for any (other) reason whatsoever, the legal expenses incurred will be entirely for the account of the client at the rate applied in the relevant case.



7. **Liability and insurance**

The lawyer is insured against damage resulting from professional errors in accordance with the requirements imposed by the Netherlands Bar Association. Therefore, the total liability of the lawyer (including the liability of third parties enlisted by the lawyer to execute the engagement and the liability of his professional company) in the event of a professional error or any other action that causes attributable damage will always be capped to the amount that is paid out in the specific case under the said professional liability insurance. The applicable policy conditions may be inspected upon request. If the lawyer cannot lay claim to the professional liability insurance for the damage resulting from the liability, the liability will always be limited to the fee that the lawyer invoiced to the client in the relevant case (and received by the lawyer), which is capped at €25,000.

8. **Personal data & privacy, retention period of case files**

Personal data provided to the lawyer and the personal data of any other persons involved will be stored in a data file. These personal data will only be used for the proper performance of the letter of engagement concluded with the client and on the basis of a statutory duty. The personal data will always be processed within the statutory limits pursuant to the Dutch Act on Advocates, the Money Laundering and Terrorist Financing (Prevention) Act (*Wwft*), the tax laws, the GDPR, and as provided by the Netherlands Bar Association in its regulations. Copies of the key documents from the case file will be kept by the lawyer for the term of the engagement(s) and a period of 5 years thereafter. After expiry of this period, the case files may be destroyed by the lawyer without further notice.

9. **Conflict of interest**

In the event that a lawyer must withdraw from the assignment due to a conflict of interest, the client will be notified thereof in the shortest term possible. In connection with the duty of confidentiality stipulated in the Dutch Act on Advocates, it may not be possible to inform the client in the event of a conflict of interest what the nature of the specific conflict of interest is.

10. **Complaints & disputes**

The lawyer has an internal complaints procedure in place. If you are not satisfied with the quality of the services rendered, you can consult the complaints procedure on the following website: www.lafayette.nl. For all instances in which the complaints procedure does not or cannot result in the resolution of disputes with the lawyer, the Amsterdam District Court has jurisdiction to take cognisance of the dispute. Any disputes that may arise between the lawyer and the client will be resolved exclusively by the Amsterdam District Court, without prejudice to the lawyer's right to submit disputes to the court that has jurisdiction according to the law. The legal relationship between the lawyer and the client is governed exclusively by Dutch law.

Version January 2025.