

## GENERAL TERMS AND CONDITIONS of LYS Advocaten

### 1. General

- 1.1 LYS Advocaten is a joint venture [*samenwerkingsverband*] within the meaning of the Legal Profession Byelaw [*Verordening op de Advocatuur*], consisting of four legal entities that cooperate on a cost-sharing basis. The legal entities are Saskia Braun BV, listed in the Commercial Register of The Hague under number 83298835; Advocatenpraktijk mr. E. Keijzerwaard B.V., listed in the Commercial Register of The Hague under number 87114062; Raya Advocatenpraktijk B.V., listed in the Commercial Register under number 6401.3197; and G.S. advocatuur en mediation B.V., listed in the Commercial Register under number 8382.0663 . Each will act as an independent contractor.

### 2. Scope of Application

- 2.1. These General Terms and Conditions (the “**GTC**”) apply to and form part of any services performed by LYS Advocaten (including additional and subsequent instructions), and apply to all legal relationships related thereto (the “**Services**”) including noncontractual matters, particularly unlawful act. The GTC can only be departed from in writing.
- 2.2. In the GTC, the term “LYS Advocaten” means all attorneys-at-law and mediators employed at LYS Advocaten (or their professional companies) who are referred to on the website [www.lysadvocaten.nl](http://www.lysadvocaten.nl) as attorney-at-law or mediator (or both) (“**LYS Advocaten**” collectively, and “**LYS Advocaten attorney-at-law**” individually). LYS Advocaten is a joint venture.
- 2.3. The GTC are also stipulated for the benefit of all natural and legal persons who are involved in the provision of services, or for whose acts and omissions LYS Advocaten is or could be held liable.

### 3. Services

- 3.1 The contract for services is deemed to be granted to the LYS Advocaten attorney-at-law who accepted the client’s instructions or, where applicable, to this LYS Advocaten attorney-at-law’s professional company.
- 3.2 The General Terms and Conditions further apply to all additional and subsequent instructions.
- 3.3 Engagements are only accepted if the applicability of Articles 7:404 and 7:407 (2) Dutch Civil Code is excluded.
- 3.4 Services are exclusively performed for the benefit of the client. Third parties are not entitled to invoke any rights under the contract for services or the work performed, except in so far as this follows from the GTC.
- 3.5 LYS Advocaten provide counsel exclusively on Dutch law.

- 3.6 The client must furnish all pertinent particulars and information necessary for the performance of the agreed services to LYS Advocaten. The client guarantees the accuracy and completeness of those particulars and this information to LYS Advocaten. The client will always inform LYS Advocaten immediately of all facts and developments that are relevant for the performance of the services, including a change of address and contact details.
- 3.7 Until LYS Advocaten has received details from the client that are instrumental to the performance of the services, LYS Advocaten can suspend the execution of the work.
- 3.8 Each LYS Advocaten attorney-at-law is entitled to arrange for her temporary replacement by another LYS Advocaten attorney-at-law, for instance in the event of illness or holidays.
- 3.9. LYS Advocaten is entitled to terminate the contract even if it is not performed in full or if it is of determinate duration. The contract also terminates upon the death of the LYS Advocaten attorney-at-law (or of the attorney-at-law running the professional company concerned). In the latter instance, the contract can be taken over by another LYS Advocaten attorney-at-law subject to the approval of the client. The applicability of Article 7:409 (2) Dutch Civil Code is excluded. If at the termination of the contract the attorney represents the client in litigation, LYS Advocaten will withdraw from the case. If legal representation in court is mandatory, the client will instruct another attorney-at-law to take over the work.
- 3.10. The contract for services can only be terminated by the client; it cannot be set aside by him. LYS Advocaten cannot be compelled to pay back amounts received on any ground whatsoever.
- 3.11 LYS Advocaten performs the services independently and does not have a relationship of authority with the client. LYS Advocaten determines how the services are performed, with due observance of the client's reasonable instructions.

LYS Advocaten will exercise the care of a good provider of services.

All contracts for services include a best-efforts obligation, not an obligation to achieve a specific result. If in its opinion the relationship of trust with the client has become strained, LYS Advocaten is entitled to terminate the legal relationship with the client without being obliged to pay damages.

#### **4. Fees and disbursements**

- 4.1. The costs of undertaking the work include the fees and disbursements of LYS Advocaten. All amounts agreed are exclusive of VAT (where this is due).

- 4.2. Unless explicitly agreed otherwise with the client in writing, the fee is calculated on the basis of the number of hours worked and the hourly rate applicable to the assignment. The hourly rates of individual attorneys-at-law of LYS Advocaten may vary. If a fixed price was agreed, LYS Advocaten reserves the right to charge on top of that fixed price the applicable hourly rate for any work not included in the engagement letter.
- 4.3. Disbursements are costs paid by LYS Advocaten on behalf of the client in the course of the provision of the services (such as for instance court registry fees, bailiff fees, courier costs, translations costs, copying costs, valuation costs, travel expenses and extracts from various registers).
- 4.4. LYS Advocaten is entitled to review the agreed hourly rates annually.
- 4.5. LYS Advocaten may require the client to pay an advance. Subject to what is agreed, an advance is set off against the monthly invoice or, at the end of the assignment, against the final outstanding invoice or invoices.
- 4.6. LYS Advocaten does not take government-funded legal aid cases.

## **5. Payments**

- 5.1. In principle, fees (and disbursements, if any) are invoiced on a monthly basis.
- 5.2. The time limit for payment is fourteen days after the invoice date, unless otherwise agreed with LYS Advocaten. The client is not entitled to invoke suspension or setoff. Any complaints about invoices must be made known within the payment term; if this condition is not met, the invoice is considered to have been accepted. Invoices cannot be paid in cash.
- 5.3. If an invoice is not paid within the payment term, the client will be in default, and the statutory commercial interest and any costs of extrajudicial and judicial collection will be due in full. LYS Advocaten reserves the right to decide that any payments made by the client will first be applied to settle the collection costs, subsequently to settle the statutory commercial interest that is due, and only then be considered as payment for the outstanding amount of the invoice.
- 5.4. If an invoice is not paid within the payment term, LYS Advocaten can suspend the work after having informed the client of its intention to do so. LYS Advocaten is not liable for damages arising as a consequence of this suspension.

## **6. Liability**

- 6.1. LYS Advocaten has professional liability insurance. The liability of LYS Advocaten in connection with the performance of services or on any other grounds whatsoever is limited to the amount that is paid under the applicable professional liability insurance, plus the amount of the excess that is applicable in

the case in question pursuant to that insurance contract. At the client's request and for the client's account, specific additional cover may be arranged. Noncompliance with Article 10.2 of the GTC can result in diminished insurance cover, or in exclusion from any insurance cover.

- 6.2. If for whatever reason no benefit is paid by the insurance company, any liability of LYS Advocaten is limited to the direct loss plus an amount equal to two times the fees invoiced in the case in question in the twelve months prior to the event from which the liability arose, to a maximum of € 100,000. Direct loss is understood to mean exclusively: a) the reasonable and demonstrable expenses incurred to prevent or limit the loss; b) the reasonable and demonstrable expenses incurred to assess the loss and the liability, except in the event that a cost order is awarded; in this case that cost order will prevail; and c) damage to property.
- 6.3. LYS Advocaten is not liable for loss caused by unsafe electronic communications, viruses (in any form whatsoever), spam filters, virus scanners etc. LYS Advocaten does not guarantee the correct or complete transmission of the contents of emails sent, nor for their receipt in a timely manner.
- 6.4. If LYS Advocaten commissions the services of a third party in connection with the performance of the services, LYS Advocaten is not liable for any loss arising from failure in the performance or an unlawful act by that third party.
- 6.5. The client indemnifies LYS Advocaten against claims by third parties arising from or in connection with the work performed for the client; this indemnity includes the cost of legal assistance.
- 6.6. Any liability of LYS Advocaten expires if the client failed to inform LYS Advocaten in writing without delay no later than one (1) month after he knew (or could reasonably have known) about the damage-causing event. A claim for damages expires in any event if the client has not instituted a claim at law against LYS Advocaten within six months after the event occurred.

## **7. Engagement of third parties**

- 7.1. On behalf of the client, LYS Advocaten is authorized to engage third parties to carry out work in so far as this is desirable for the correct performance of the services.
- 7.2. Third parties may wish to limit their liability. LYS Advocaten is authorized to accept on behalf of the client a limitation of liability of a third party that will be engaged.

## **8. Archiving**

- 8.1 A client's file is kept for at least five years after completion of the performance; after this period LYS Advocaten is allowed to destroy it.

## 9. Data and communication

- 9.1. Pursuant to the law and regulations, LYS Advocaten is obliged to establish its clients' identities, record their citizen service numbers, and report unusual financial transactions or cross-border arrangements (or both) to the authorities. By giving instructions, the client confirms (i) that he is aware of these obligations, (ii) that he will provide all necessary information, and (iii) that he concurs with LYS Advocaten complying with these obligations.
- 9.2. In the performance of the services, LYS Advocaten will often make use of electronic means of communication. The client acknowledges that such means of communication are intrinsically unsafe, and that it is possible to wiretap, intercept, manipulate or delay such communications.

## 10. Office Complaints Regulations

- 10.1. The legal services provided by LYS Advocaten are subject to the Office Complaints Regulations (the “Regulations”). The Regulations can be consulted on <https://LYSAdvocaten.nl/nl/over-LYSAdvocaten/klachtenreglement/>, and will be sent to you free of charge by email on a request to that effect.
- 10.2. The Regulations offer the client the possibility to file a written complaint about the conduct of a LYS Advocaten attorney-at-law or mediator, or about the invoice. The complaint can be sent to the LYS Advocaten attorney-at-law or mediator or the officer referred to in the Regulations, or to both.

## 11. Concluding provisions

- 11.1. All legal relationships between LYS Advocaten and the client are exclusively governed by Dutch law.
- 11.2. The Court of The Hague has exclusive jurisdiction to hear any disputes between LYS Advocaten and the client.
- 11.3. The General Terms and Conditions of LYS Advocaten are also available in English. In the event of differences between the Dutch and English versions of these GTC, the Dutch version will prevail.
- 11.4. LYS Advocaten is entitled to amend or supplement these GTC. Amendments or additions (or both) will not be binding on the client until two weeks after the client has been informed in writing of the amendment or addition to the GTC.
- 11.5. If any provision in the GTC proves to be void or voidable, the other terms of the GTC remain unimpaired. The provision in question is deemed to have been replaced by one that corresponds as closely as possible with the purpose and content of the original provision.