

## VDT | general terms and conditions | rates | as of 1 January 2021

If we do business together, we must document our agreements, record our terms and conditions, and provide information. Sometimes this is because we believe it is desirable, sometimes because, as lawyers, we must comply with statutory provisions or regulations imposed by the Netherlands Bar [Orde van Advocaten].

### A. About VDT

- ✓ We are registered with the Chamber of Commerce as a partnership, under number 75378264. This partnership consists of professional companies [beroepsgenootschappen or BVs].
- ✓ Our VAT identification number is NL809487585B01.
- ✓ All our lawyers are registered with the [Nederlandse Orde van Advocaten](#) (the Netherlands Bar), Neuhuyskade 94, 2596 XM The Hague, tel +31 (0)703353535 or email [info@advocatenorde.nl](mailto:info@advocatenorde.nl).
- ✓ We are bound by the [Counsel Act](#), the [Legal Profession Regulations](#), the [1992 Code of Conduct](#) and the [Directive for lawyers concerning provisions in the Netherlands Civil Code resulting from implementation of the services directive](#).
- ✓ Our services may be subject to the [Anti-Money Laundering and Anti-Terrorist Financing Act](#) [Wet ter voorkoming van witwassen en financieren or Wwft]. If this is the case, we are under an obligation to undertake a client investigation. There may also be an obligation to report an unusual transaction or an intended unusual transaction to the [Financial Intelligence Unit Nederland](#) (FIU-Nederland).
- ✓ It is always VDT Advocaten that accepts instructions and they are always undertaken on behalf of the partnership, rather than by or on behalf of an individual lawyer working for us. Contrary to Sections 7:404, 7:407 subsection 2, and 7:409 of the Netherlands Civil Code, our lawyers and persons including auxiliary persons are never personally bound or liable.

### B. About our legal relationship

- ✓ The information and general terms and conditions set out in this brochure apply to all services we provide. This applies to all ongoing and future [contracts for professional services](#).
- ✓ The most recent version of our general terms and conditions as provided on our website is always applicable. These are always referred to in all our email correspondence, albeit in the footer (with a link to a downloadable version). Our general terms and conditions may change in the course of an instruction. Any such changes will also be applicable. If you do not agree to any such changes, you can withdraw the instruction without notice.

### C. About our rates and payment

- ✓ Unless we have agreed on a fixed price or other price system in writing, we work on the basis of an hourly rate. You pay the actual time spent by us on the assignment. We work with time units of 6 minutes (so 10 units per hour); So for each action, at least 6 minutes is always counted. All units worked can be found on the specification of the work with each invoice.
- ✓ Unless a different rate is stated for a lawyer / legal assistant in the table below, the following system applies (all excluding VAT):

the basic hourly rate is € 255.00 for a lawyer and € 150.00 for a legal assistant. That rate can be (a rate category) higher (V) for a senior attorney or specialist. That basic hourly rate can be (one or more rate category (s)) lower if a lawyer has fewer years of experience (> 3 years (II) or > 8 years (III)).

✓	€ 275 (V)	€ 255 (IV)	€ 225 (III)	€ 195 (II)	€ 150 (I)
Diederik Daamen				x	
Monja van den Berg		x			
Leonard Bijlsma	x				
Jeannot Coomans				x	
Koen Donkers		x			
Eline van den Dungen		x			
Ernst de Haan	x				
Maurice Holtackers	x				
Koenraad de Klerk	x				
Boris Pepping	x				
Joyce van Dongen					x
Willem van Veggel				x	
Martijn Hopman					x
Wouter van Veldhuizen		x			
Mindy Lodewijks				x	
Tom van Balen			x		
Stefan de Beer		x			

- ✓ We review these hourly rates annually on 1 January. It is therefore possible that for current assignments the hourly rate changes in the interim as of 1 January, but for current assignments never more than 5% (of the average of the joint hourly rates).
- ✓ Depending on the content of the instruction, a surcharge of 50% on the hourly rate may apply, for example, when your case is given special priority, if specialist expertise is required, or if interests are extraordinary in scope or

nature. This will always be agreed in advance.

- ✓ Additional costs incurred for the performance of the instruction, so-called disbursements, will be charged separately. These include: court registry fees, bailiff's expenses and administrative charges. We do not apply a surcharge for general office costs.
- ✓ In principle, we invoice our work on a monthly basis, but may invoice more frequently or in a different manner if we consider this advisable, for instance, because costs would otherwise increase too rapidly. The term of payment is 14 days. Our invoices are sent electronically to the email address known to us. If you want to change this method, please let us know how you would like to receive your invoices.
- ✓ We are entitled to request an advance or an interim advance for work yet to be performed, which must always be paid immediately. Any advances paid to us will be deducted from the most recent invoice.
- ✓ If a payment is made and it is not clear for which invoice it is, we will deduct it from the longest outstanding invoice.
- ✓ If you have legal assistance insurance, please let us know in advance, so that we can check whether our costs are covered by your policy. If you do not inform us, we assume you have no legal assistance insurance.
- ✓ If you are a private client, you may be eligible for government-financed legal assistance. In that case, the government will pay all or part of your lawyer's fees. However, we do not work like this. Should this option be open to you and you would like to make use of it, we will be pleased to help you find a lawyer who does work this way.
- ✓ It is possible that money that accrues to you may be administered by us in our third-party account (of the Stichting beheer Derdengelden VDT Advocaten). If this is the case and there are outstanding invoices, you hereby agree that this money can be offset against such outstanding invoices. This is more or less a normal settlement situation (an account receivable settled against an account payable). You are entitled to withdraw this consent at any time.

#### D. Liability

- ✓ Our office is insured by means of a (statutory professional liability insurance with Nationale-Nederlanden Schadeverzekering Mij. N.V. (Chamber of Commerce number: [27023707](#)). Any liability is limited to the cover offered by our insurance. Moreover, our liability is always limited to the amount paid out by our professional liability insurance plus the amount of the excess of VDT Advocaten. The maximum cover is €5,000,000 (five million euro's) per claim, with a maximum excess for VDT Advocaten of € 2.500,00 and a maximum insured sum per insurance year of € 10,000,000.00 (ten million euros). VDT Advocaten is insured for claims arising in Europe.
- ✓ VDT Advocaten cannot be held liable for loss or damage if, at the moment that the incident causing the loss or damage occurs, you are in default in respect of compliance with an obligation towards VDT Advocaten.
- ✓ Any and all claims for compensation for loss or damages against lawyers handling the case or other persons, auxiliary or otherwise, are excluded. Insofar as lawyers or staff, supporting or otherwise, can be sued, they can invoke these general terms and conditions and therefore this provision for limitation of liability; this would then concern a third-party clause.
- ✓ If VDT Advocaten engages auxiliary persons for the performance of an instruction (including bailiffs, translators, accountants, business administrators and external lawyers), we will not be liable for any shortcomings on the part of these auxiliary persons, except insofar as this will be paid by any insurance company (theirs or ours). If an auxiliary person wishes to limit their liability, we are entitled to accept that limitation of liability on your behalf.
- ✓ Any and all claims for damages you may have will have a period of limitation of one year. This term will start on the day on which you discover the damage. If we close our firm of lawyers, any and all claims for damages will expire after one year following the day on which the office closes.

#### E. Disputes and disagreements

- ✓ Our relationship is exclusively governed by Dutch law. All disputes arising between us will be exclusively resolved by the district court of Zeeland-West-Brabant, and presented at our discretion to the location Breda or Tilburg.
- ✓ We have an internal office complaints procedure in place. This is intended for those situations in which you may have a complaint about, for example, the formation and/or fulfilment of the agreement, the quality of service provision or the amount of the invoice. Our complaints officer is Koenraad de Klerk ([koenraad.klerk@vdt-advocaten.nl](mailto:koenraad.klerk@vdt-advocaten.nl)). In the event of a complaint, all parties involved will be heard and given the opportunity to explain the complaint (hearing the arguments of both parties). Within one month after receipt of the complaint, the complaints officer will inform you and the party against whom the complaint was directed their assessment with substantiation in writing or notification of postponement, stating the term within which the assessment will be given. This office complaints procedure also applies to persons working under the responsibility of the lawyer handling the case. The person filing a complaint will not have to pay any fee for handling the complaint. If you fail to reach agreement with the lawyer handling the case or by means of the complaints procedure stated above, you can escalate your complaint to [the dean of the Netherlands Bar \(algemeen@advocatenorde-bm.nl\)](mailto:algemeen@advocatenorde-bm.nl).

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