

VDT | general terms and conditions | rates as of January 1, 2025

This text has been translated. In case of conflict the [Dutch version](#) applies

When we do business together, we have agreements and terms to establish and information to provide. Sometimes this is simply desirable, and sometimes we as lawyers have regulations from the law or from the Bar Association to observe.

A. About VDT Advocaten Tilburg B.V. (hereafter referred to as: VDT)

- ✓ We are registered with the Chamber of Commerce under the number 75378264.
- ✓ Our VAT (identification) number is NL8602.59.407.B01
- ✓ All our lawyers are registered with the [Dutch Bar Association](#), Neuhuyskade 94, 2596 XM The Hague, call +31(0)703353535 or email info@advocatenorde.nl
- ✓ We are bound by the Lawyers Act, the [Regulation on the Legal Profession](#), the [Rules of Conduct 2018](#) and the [Lawyers Directive on Civil Code Provisions as a result of the implementation of the Services Directive](#).
- ✓ Our services may fall under the scope of the Prevention of Money Laundering and Financing of Terrorism Act (Wwft). If so, we are obliged to conduct a so-called client investigation. And there may be an obligation to report a (proposed) unusual transaction to the [Financial Intelligence Unit Netherlands](#) (FIU-Netherlands).
- ✓ Each engagement is entered into by VDT. Thus, not by or on behalf of an individual attorney working for us. Notwithstanding articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code, our attorneys and (auxiliary) persons are never personally bound or liable.
- ✓ The lawyers for whom this is applicable have registered the main (and sub) areas of law applicable to them in the register of areas of law of the Dutch Bar Association. The relevant registrations for each lawyer can be found on his or her personal page on our [website](#). By virtue of this registration, they are obliged to obtain ten training points in each registered main area of law each calendar year according to the standards of the Dutch Bar Association.

B. About our legal relationship

- ✓ In all cases in which we provide our services, the information and general conditions mentioned in this brochure apply. This applies to all current and all future contracts of assignment. If an order concerns a debt-collection order as referred to under [Collection With Impact, these terms and conditions](#) shall additionally apply. If it concerns a service as referred to under [Labor Optimal](#), these terms and conditions shall additionally apply.
- ✓ Always apply our terms and conditions to the latest versions posted on our website. This is always referred to in (the footer of) all our e-mail correspondence (with a link to a downloadable version). It may be that during the assignment our terms and conditions change. Those changes will then also apply between us. If you do not agree, you can always withdraw the assignment without any notice.

C. About our rates and payment

- ✓ Unless we have agreed in writing on a fixed price or other pricing system, we work on an hourly rate basis. You charge for the actual time spent by us on the assignment. We work with time units of 6 minutes (i.e. 10 units per hour), so for every action we always charge at least 6 minutes. All units worked can be found on the specification of work with each invoice.
- ✓ Unless a different rate is stated in the RATES* attached for an attorney/legal assistant, the following system applies (all exclusive of VAT):
 - The basic hourly rate is €265.00 (III) for a lawyer and €175.00 for a legal assistant. That rate may be (one rate category) higher (IV) for a lawyer or specialist with more than 8 years of experience, or the rate (V) for a lawyer or specialist with more than 12 years of

experience. The base hourly rate may be (one or more rate category(s)) lower if a lawyer has fewer years of experience (< 3 years (II)). An increasing factor may be applied for highly specialized work**.

- ✓ The RATES TABLE attached lists our attorneys/legal assistants and their corresponding hourly rates (albeit that these also automatically increase one rate category for current assignments if the attorney in question passes 3 and 8 or 12 years of experience, respectively).
- ✓ These hourly rates may be revised on an interim basis. When we change these hourly rates, it is done semi-annually on January 1 and/or July 1. Thus, for current assignments, the hourly rate may change on an interim basis, but for current assignments, the rates (taken from the average of the combined hourly rates) never increase more than a percentage increase in accordance with the Consumer Price Index (CPI) of the previous quarter.
- ✓ Depending on the content of the assignment, a surcharge on the hourly rate of up to 50% may be applied. For example, when your case is given special priority, when specialist expertise is required, or when the interests are special in nature or scope. This will always be agreed upon in advance.
- ✓ Additional costs incurred in carrying out the assignment, so-called disbursements, are charged separately. For example: paid court fees, bailiff fees and dues. We do not work with a surcharge for general office expenses.
- ✓ In principle, we charge for our work on a monthly basis, but this can also be done sooner/earlier/differently if we deem it prudent, for example to prevent costs from rising too quickly unnoticed. The term of payment is 14 days. We invoice digitally to the e-mail address known to us. If you prefer otherwise, please indicate clearly how you want to receive the invoices.
- ✓ We may always request an advance payment (in advance or in the interim) for work to be done (yet), which is then always payable immediately. If we have an advance under us it will be settled with the last invoice.
- ✓ If a payment is not exactly clear which invoice it relates to, we charge it to the longest outstanding invoice.
- ✓ Do you have legal expenses insurance? Then of course it is wise to let us know in advance. We will be happy to check whether our costs are covered by your policy. If you do not mention this, we will assume that you do not have such an insurance.
- ✓ If you are a [private client](#), you may be eligible for [government-funded legal aid](#). In that case, your lawyer will be paid in whole or in part by the government. We do not work on that basis. Should this option be open to you and you wish to take advantage of it, we would be happy to help you find a lawyer who does work through this method.
- ✓ It may occur that funds due to you are administered by us from our third-party money account(s) (of Stichting Beheer Derdengelden VDT Advocaten). If that is the case, and there are outstanding invoices, you hereby agree that these funds may be set off against outstanding invoices. This amounts to a normal settlement situation (a claim against us, set off against a debt to us). You can revoke this consent at any time.
- ✓ We work with our sister company Legent B.V. on a [commission basis](#), which means that we pay out 10% of the turnover on referred clients to Legent. Although this is actually not always the case, the underlying idea is that - because of adjacent areas of expertise - Legent usually transfers provided advice and consultation, which extra effort serves the client's interests.

D. Liability

- ✓ Our firm is insured through professional ([third party liability insurance](#)). Our liability is at all times limited to the amount to which the professional liability insurance gives claim,

increased by the excess under that insurance. Coverage level of professional liability insurance: maximum coverage is €10,000,000.00 (ten million euros) per claim, with a maximum insured sum per insurance year of €20,000,000.00 (twenty million euros). VDT is insured for events within Europe. Should our professional liability insurer in any event fail to pay out, our total liability shall be limited to the amount invoiced to you by VDT for the work in connection with which the damage was caused, excluding VAT, with a maximum of € 50,000.00 (fifty thousand euro).

- ✓ VDT is not liable for damages if, at the time when the damaging event occurs, you yourself are in default of an obligation to VDT.
- ✓ Any claim for compensation directed at attorneys or (other) (auxiliary) persons is excluded. Insofar as attorneys or (auxiliary) persons can be sued, they may invoke these General Terms and Conditions and thus also this regulation concerning limitation of liability; this is therefore a third-party clause.
- ✓ If VDT engages auxiliary persons in the performance of an assignment (including bailiffs, translators, accountants, business experts and external attorneys), we shall not be liable for any shortcomings incurred by these auxiliary persons, except to the extent compensated by any insurer (theirs or ours). If a helper person wishes to limit his or her liability, we have the authority to accept that limitation of liability also on your behalf.
- ✓ Any claim for damages you may have has a one-year statute of limitations. The period will start immediately after the day on which you became aware of the damage. Should we

discontinue our law firm, any claim for damages shall lapse no later than one year from the day on which the firm ceased to operate.

E. Disputes and disagreements

- ✓ Only Dutch law applies between us. Any disputes that may arise between us shall be exclusively adjudicated by the District Court of Zeeland-West Brabant and, at our option, shall be submitted to the Breda or Tilburg location.
- ✓ We have an internal office complaints procedure. This is intended for cases in which you have a complaint about, for example, the conclusion and/or execution of the agreement, the quality of service or the amount of the invoice. The complaints officer is Boris Pepping (boris.pepping@vdt-advocaten.nl). In the event of a complaint, the parties involved will be heard and may provide an explanation of the complaint (adversarial hearing). Within one month of receiving the complaint, the complaints officer will give you and the person about whom the complaint has been made, in writing and with reasons, his/her opinion on the complaint or notify you of a postponement, indicating the period within which an opinion will be given. This office complaint regulation also applies to the persons working under the responsibility of the lawyer handling the complaint. The person filing the complaint is not liable for compensation for the costs of handling the complaint. If you cannot resolve your complaint with the acting lawyer or through the aforementioned complaints procedure, you can (also) take your complaint to [the Dean of the Bar Association](#).

VDT | January 1, 2025 (1.1)

ANNEX RATE TABLE*

(We **do not** charge a mark-up percentage of office expenses)

	€ 330 (V)	€ 310 (IV)	€ 265 (III)	€ 205 (II)	€ 175 (I)
Diederik Daamen			x		
Monja van den Berg		x			
Leonard Bijlsma	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
Wouter van Veldhuizen		x			
Amy van Wanrooij		x			
Mindy Lodewijks			x		
Tom van Balen		x			
Jasper de Roo	x				
Sanne Dingemans			x		
Arlette Robijn				x	
Ruud de Kleijn	x				
Puck van Elzelingen			x		
Stefan de Beer		x			
Lieve van Dooijeweerd				x	
Britt Tillemans	x				
Dennis van Leeuwen				x	
Marieke van Gelder	x				
Casper de Bont		x			
Lisanne Jansen		x			

**For work related to assisting with mergers and acquisitions or cases involving the Enterprise Chamber, we charge a specialization factor of 1.2

