



JONKER ABELN ADVOCATEN – GENERAL TERMS

1. Jonker Abeln Advocaten ('the Firm') is a partnership under Dutch law¹ between individual *advocaten* and professional companies. Instructions are accepted and services will be rendered exclusively by the partner who has made an agreement thereto with the client ('the Accountable Partner') and not by the Firm or by any of the other partners. The Firm may act on behalf of the Accountable Partner only. These General Terms² shall apply to all services rendered or to be rendered by any of the partners, including services by any other person engaged by or assisting the Accountable Partner.
2. Any liability of the Accountable Partner and of other persons involved in the services shall be limited to the amount paid out in the specific matter under the Firm's professional liability policy, which subject to its conditions covers a maximum of € 2,500,000 per claim.
3. Unless otherwise agreed in writing, the fees due by the client shall be based on the time spent on the services at the applicable hourly rate, which shall be established from time to time by the Accountable Partner. General office expenses such as telephone costs will be charged at a fixed rate of 6% of the fees. Specific disbursements paid or to be paid by the Firm will be invoiced separately. VAT shall be due at the applicable rate, in accordance with European Regulations. Estimates of future fees or expenses shall not be binding. If by way of an exception a written fixed fee agreement is made, this shall always be subject to review in case of unforeseen circumstances.
4. The Firm may at any time request an advance for fees or costs, which shall be accounted for in the final fee note. Such a request may not be regarded as an indication of the total expected costs. The Accountable Partner may suspend all activities in case of non-payment of any amount due or requested from the client.
5. Payment of fee notes shall be due within 14 days from their date; failing payment within this period statutory interest at the applicable rate shall be due on the outstanding amount. In case any balance remains unpaid 60 days from the invoice date, the Firm shall be entitled to a surcharge of 15% of the sums to be collected, with a minimum of € 150. In addition, any further extrajudicial and judicial costs falling on the collection of the Firm's fee notes shall also be for the client's account.
6. By the acceptance of these General Terms the client irrevocably authorises that the Firm and its client account foundation (*Stichting Beheer Derdengelden Mrs Jonker c.s. Advocaten*) may set off or withhold any monies received from or for the client against any amount due by the client. Upon request, in case of a timely written objection to a fee note, the Firm shall deposit a corresponding part of the monies received for the client with the Chair of the Amsterdam Bar Association, in accordance with the applicable regulations.
7. The Firm will store client files during seven years after having closed them. Thereafter the files will be destroyed, including any original documents not reclaimed by the client.
8. The legal relationship between the client and the Accountable Partner (and/or other persons or entities involved on either side) shall be governed by Dutch law. Also on behalf of other persons and entities involved or to be involved on either side, for any disputes not settled under a Complaints Procedure of the Firm or the Bar the parties hereto submit to the exclusive jurisdiction of the courts in Amsterdam, The Netherlands.

¹ registered in the Dutch Trade Register (*Handelsregister*) under no. 63345943.

² registered in the Amsterdam District Court (*Rechtbank*) under no. 56/2015.