

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- 1.1. Advocatenkantoor El Hannouche B.V. (*Lawyers*): a private limited liability company under Dutch law (*besloten vennootschap*) whose objective is to practice law ("El Hannouche").
- 1.2. Client: the natural person or legal person who engages El Hannouche to carry out work.
- 1.3. Fee: the financial remuneration payable by the client to El Hannouche for work carried out by El Hannouche on the basis of the letter of engagement, exclusive of turnover tax (BTW) and disbursements.
- 1.4. Disbursements: all costs incurred by El Hannouche in the performance of the engagement, including but not limited to the costs in respect of:
  - a. court fees;
  - b. witnesses and experts;
  - c. extracts from public registers;
  - d. international fax messages and international telephone calls;
  - e. cause-list actions in cases dealt with by the sub-district court of the District Court;
  - f. bailiffs' activities;
  - g. interpretation and translation services;
  - h. couriers' services;
  - i. registered mail; and
  - j. travel expenses, set at a fixed rate of EUR 0.35 per kilometre.

### 2. Applicability

- 2.1. These General Terms and Conditions apply to all instructions to be carried out by El Hannouche, including additional, supplementary and follow-up instructions and to all legal relationships of El Hannouche with third parties.
- 2.2. These General Terms and Conditions have also been drawn up for those who are working or have been working for or with El Hannouche, whether or not under an employment contract, and third parties who have been engaged by or on behalf of El Hannouche for the performance of the engagement.

### 3. Engagement

- 3.1. All engagements are exclusively accepted by El Hannouche on the basis of a letter of engagement. This engagement will only come into effect after El Hannouche has accepted it in writing.
- 3.2. The performance of the engagement will be exclusively for the purpose of the client. Third parties may not derive rights from the activities of El Hannouche and the results thereof.

### 4. Performance of the engagement

- 4.1. El Hannouche is free to determine which of his personnel or third parties will be brought in for the performance of the engagement. The applicability of Article 404, Book 7 of the Dutch Civil Code (*Burgerlijk Wetboek*) is hereby expressly excluded.
- 4.2. The client ensures that he makes all information and documents that El Hannouche thinks necessary to carry out the engagement or otherwise available to him in good time.
- 4.3. All the fees, costs and lost discounts resulting from the delay in the engagement as well as the expiration of time limits caused by the not timely or proper provision of the required information and documents shall be borne by the client.
- 4.4. El Hannouche retains the right to suspend the performance of the engagement until the time that the client has fulfilled the obligations referred to in Article 4.2.

### 5. Fee

- 5.1. The agreed fee plus the disbursements and BTW for the execution of the engagement are to be paid by the client.
- 5.2. Unless otherwise agreed in writing, the work will be charged according to a fixed rate which is payable by the client at the start of the engagement. The fixed rate is based on the applicable rate on a time-proportionate basis multiplied by the estimated time spent.
- 5.3. If the actual time spent is in excess of a time spent that is more than twice the estimated time to be spent, a variable rate will be charged in supplement to Article 5.2, based on the applicable time-proportionate rate multiplied by the time spent that exceeds that above limit.
- 5.4. El Hannouche is at all times entitled to require the client to pay an advance for the work to be carried out and the costs to be incurred. The advance will be set off in the interim or at the end of the engagement.

### 6. Legal aid

- 6.1. Unless otherwise agreed in writing, the client who is entitled to this will be assisted on the basis of legal aid. The conditions in regard to legal aid, including the amount of the own contribution and the income and assets standards, can be consulted at: [www.rvr.org](http://www.rvr.org).
- 6.2. The client who is assisted on the basis of legal aid is only obliged to pay the own contribution set by the Legal Aid Board (*Raad voor Rechtsbijstand*) (RvR) plus the disbursements referred to in Article 1.4 (a) to (e), except as provided for in amendments to legislation and regulations.
- 6.3. By way of derogation from Article 6.2, until the commencement of the legal aid, the client is



- obliged to pay the fee equivalent to the applicable time-proportionate rate multiplied by the time spent until said commencement date.
- 6.4. The client who is assisted on the basis of legal aid pays an advance in the amount of the own (estimated) contribution and disbursements. The advance will be set off in the interim or at the end of the engagement.
- 6.5. If the RvR turns down or withdraws the request for legal aid, the client is obliged to make full payment of the fee as referred to in Article 5 as well as the disbursements.
- 6.6. As and when necessary, the client shall himself submit an objection, request for reassessment or request for a change in the reference year to the RvR. In addition, the client will himself arrange for the issue of a diagnosis document from the Legal Aid and Advice Centre (*Juridisch Loket*) ([www.juridischloket.nl](http://www.juridischloket.nl)).
- 7. Payment**
- 7.1. Payment of invoices shall, without any deduction, discount, settlement or suspension, be made within the period indicated on the invoice and, in the absence thereof, within 7 days after date of invoice.
- 7.2. If payment is not punctual, the client is in default without notice by El Hannouche being required. In that event, the client is obliged to pay all additional costs, including extrajudicial collection costs, that will be charged in accordance with the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- 7.3. If payment is not punctual, El Hannouche is also authorised to suspend execution of the engagement or to terminate it with the right of retention in respect of all that he has in his possession for the client, with due regard of rule 14, paragraph 3, of the Rules of Conduct of Advocates 2018 (*Gedragsregels 2018*). Any liability of El Hannouche for the expiry of periods and occurrence of damage as a result of that said suspension or termination is excluded.
- 8. Liability**
- 8.1. Any liability of El Hannouche arising out of or related to the execution of the engagement is limited to the amount paid out under the professional liability insurance taken out by him, plus the amount of the deductible that is to be borne by El Hannouche under that insurance.
- 8.2. If the professional liability insurer does not proceed to payment, El Hannouche's liability is limited to the amount that is charged as fee by him in relation to the engagement in question with a maximum of EUR 15,000.
- 8.3. El Hannouche shall exercise due care in engaging third parties, and will consult the client in advance as much as possible. Any liability for shortcomings of these third parties is excluded.
- 9. Complaints and disputes**
- 9.1. El Hannouche participates in the Complaints and Dispute Settlement Scheme for the Legal Profession of the Dutch National Bar Council (the "Dispute Rules").
- 9.2. All disputes as a result of the establishment and/or performance of the services of El Hannouche, including all invoice disputes, will be resolved in accordance with the Legal Profession Disputes Committee Rules (the "Rules").
- 9.3. If the dispute relates to an engagement of a private client, then the Rules provide for a binding opinion, unless the client applies to an ordinary court within a month after the complaint has been heard. In the case of the collection of a claim on a private client, it is only a question of a binding opinion if the client pays the outstanding amount to the Disputes Committee for the Legal Profession ("Disputes Committee"). If he fails to do so, then arbitration applies to the collection.
- 9.4. If the dispute relates to the engagement from a business client, then the Rules provide for arbitration.
- 9.5. The client can present the complaint to the Disputes Committee if El Hannouche fails to find a solution to any complaint over his provision of services with the client.
- 9.6. The applicability of the Dispute Rules is established by the signing of the confirmation of engagement/intake form presented to the client by El Hannouche and in which reference is made to the rules. A further explanation of the Dispute Rules will be sent to the client at his first request.
- 10. Applicable law**
- 10.1. The legal relationship to which these General Terms and Conditions apply shall be governed exclusively by Dutch law.
- 10.2. The disputes arising out of this legal relationship will, as far as the Disputes Committee is not authorised, only be subject to and decided by the District Court for the Central Netherlands.