

STAM ADVOCATEN B.V. – GENERAL TERMS AND CONDITIONS

1. Stam Advocaten B.V. (hereinafter: 'Stam Advocaten') is a private company with limited liability whose object is to serve as the practice of an attorney-at-law. Stam Advocaten shall be at liberty to arrange for any of its lawyers and/or staff to execute a brief for which it has been engaged under its responsibility, engaging any other party where appropriate.
2. All briefs are accepted and executed by Stam Advocaten. This shall also apply where there is an explicit or tacit intention to have a specific person execute a brief. Section 7:404 of the Dutch Civil Code, which makes provision for the latter situation, and Section 7:407(2) of the Civil Code, which establishes several liability in a situation in which two (2) or more persons are engaged, shall not apply.
3. The provisions of these general terms and conditions shall not only apply in relation to Stam Advocaten. These provisions have also been drawn up for the benefit of the company's directors, any other person who works for Stam Advocaten or is associated with it pursuant to an agreement, any person who is engaged for the purposes of Stam Advocaten executing any of its client's briefs or any person in respect of whose acts or omissions Stam Advocaten may be liable. As such, they too may rely on these general terms and conditions. The same shall apply with regard to any former staff, including any heirs should they be held liable after having left the firm of Stam Advocaten. Any reference to Stam Advocaten in these general terms and conditions must also be deemed to include the aforementioned persons.
4. A client or customer is deemed to be a party who engages the company.
5. A letter of engagement shall comprise these general terms and conditions, and confirmation of the company's engagement, and shall be deemed to have been agreed to at such time as Stam Advocaten provides the relevant client with written confirmation of its engagement. This shall already be the case where these general terms and conditions are sent to a client for their information. In the event that the company is engaged and consents to such engagement verbally before the aforementioned written confirmation of the company's engagement, the relevant letter of engagement shall be deemed to have been agreed to subject to the application of these general terms and conditions when a start is made on executing the brief in question.
6. When preparing a bill, consideration shall be given to the number of hours spent based on an hourly rate. Alternative arrangements may be made in certain circumstances. The hourly rate shall be determined with the aid of a reference rate, which shall be readjusted every year. When a letter of engagement comes into effect, the hourly rate shall be agreed to along with a percentage of office expenses. Where the full average hourly rate is not billed in the interim, this may yet occur as part of the final bill. The general rule is that bills will be issued monthly.
7. In so far as is necessary a client shall themselves be required to assume responsibility for the allocation of costs for tax and business purposes or accounting for the relevant components of a bill. Where a legal entity is involved, its management board shall guarantee payment of the bill(s).
8. When the company is engaged, an advance shall be payable where relevant to cover out-of-pocket expenses, in respect of which no interest shall be paid. In principle, such advance shall be reserved for the period ahead and shall be set off against the final bill. Nevertheless, Stam Advocaten shall be entitled to set off such advance in the interim.
9. Any expenses incurred for disbursements and the engagement of external experts may be passed on. Stam Advocaten shall be entitled to set off any invoice immediately against any monies (in trust or otherwise) received from the relevant client.
10. An invoice must be paid within thirty (14) days after the relevant invoice date in the absence of any deduction, discount or setoff of a debt. Payment must be effected in the currency stipulated in the relevant invoice by transferring same to the benefit of Stam Advocaten into a bank account which it has designated. An objection to the amount of any bill submitted (which must be disclosed in writing within two (2) weeks) shall not amount to a discharge of any duty to effect payment. After this period no complaint concerning the relevant invoice shall be considered, and the invoice shall be deemed to be irrevocable and to have been accepted in full.
11. A client shall consent to Stam Advocaten issuing invoices in electronic format. Stam Advocaten reserves the right to issue invoices using non-electronic means of communication. A client shall be deemed to be responsible for the appropriate storage of electronic invoices and for complying with any other legal requirements pertaining to the receipt of electronic or digital invoices.
12. In the event that a client fails to meet a deadline for payment the client shall be in default by operation of the law. In that case the client shall be liable for an interest of 1% per month or part thereof as of the date on which the amount owed falls due until the time of payment. Furthermore, once a client is in default, they shall be liable for all of the costs involved in debt collection, both judicial and extrajudicial. Any extrajudicial expenses shall be set at no less than 15% of the principal sum plus interest subject to a minimum of €450.00 (four hundred and fifty euros) plus VAT and subject to Stam Advocaten's right to claim any actual extrajudicial expenses which exceed this amount. Any judicial expenses shall include all of the costs which Stam Advocaten has incurred, even where they exceed the court-approved scale of costs.
13. Should the nature and scope of the work or the client's financial position or record of payments constitute grounds for doing so, an additional payment in advance may be required. In the event that a client fails to effect such advance payment as required in such a case, Stam Advocaten shall be entitled to suspend the execution of the relevant brief and/or to cancel the agreement concerned immediately. In that case all which the relevant client owes Stam Advocaten shall fall due immediately.

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14. Where a client complains about work that has been performed, it must be submitted in writing to Stam Advocaten to the attention of its management board. After studying the complaint and the case file, the management board of Stam Advocaten shall enter into consultation with the relevant client as soon as possible in order to ascertain how the complaint may be resolved. Stam Advocaten has an internal complaints procedure and a complaints officer. Should the parties fail to resolve the matter themselves, the complaint shall be presented to the Consumer Complaints Board for the Legal Profession [Geschillencommissie Advocatuur] based on what is most applicable. Should a client send Stam Advocaten a notice of liability, it must be addressed to the latter to the attention of its management board. Stam Advocaten's complaints procedures may be downloaded from the website at www.stamadvocaten.com
15. In the event that a client submits a disciplinary complaint in relation to work which Stam Advocaten has carried out, the latter shall inform the client of the complaints procedures of the Dutch Bar Association where necessary.
16. In the unlikely event that circumstances resulting in liability occur while executing a client's brief, such liability shall always be confined to the amount which Stam Advocaten's professional liability insurance covers and what is paid out pursuant to it, including any excess for which Stam Advocaten is liable in connection with that insurance. The circumstances referred to in the foregoing sentences include any omission. Should the liability insurer not proceed with a payout for any reason whatsoever, Stam Advocaten's liability shall be confined to the value of the fee which is charged for the relevant case subject to a maximum of €10,000.00.
17. In the event that a person is injured or property is damaged as a result of or in connection with the execution of a client's brief or otherwise for which Stam Advocaten is liable, such liability shall be confined to the amount which Stam Advocaten's general liability insurance covers and what is paid out pursuant to it, including any excess for which Stam Advocaten is liable in connection with that insurance.
18. It is possible that any person who is engaged for the purposes of executing a client's brief may wish to limit their liability in that respect. Stam Advocaten shall be authorised to consent to such a limitation of liability also on the relevant client's behalf.
19. Any right to claim or entitlement on the part of a client on any grounds whatsoever in relation to Stam Advocaten shall at any rate cease to apply upon the expiry of one (1) year following the time when circumstances occur as a result of which the relevant client may exercise such right and/or entitlement.
20. Stam Advocaten shall not publicly disclose information, unless (i) any national or international provision of the law, regulation or other rule (professional or otherwise) renders it mandatory for Stam Advocaten to disclose it, or (ii) Stam Advocaten acts on its own behalf in disciplinary, civil, administrative or criminal proceedings and such information may be important.
21. Electronic mail and the internet may be used for the purposes of executing a brief. Both Stam Advocaten acknowledges but hereby stipulates and a client is deemed to acknowledge and hereby stipulate that they will not be liable towards each other for any harm which either of them may suffer pursuant to the use of electronic mail and/or the internet. Both Stam Advocaten and a client shall do or refrain from doing all that may reasonably be expected of them for the purposes of avoiding the materialization of the aforementioned risks. In the event that there is any doubt as to the accuracy of any email message which Stam Advocaten or a client receives, the contents of the message sent by the sender shall be decisive.
22. Stam Advocaten may cancel a letter of engagement at any time (in the interim or otherwise) subject to a reasonable term of notice. In the event that a client fails to comply with their financial obligations, what is stipulated in this respect above shall apply.
23. In the event that and in so far as any provision of these general terms and conditions and/or the relevant notice confirming the engagement cannot be relied upon in accordance with principles of equity and fairness or on the grounds that its nature is unreasonably onerous, as far as is possible the substance and purport of that provision shall at any rate be deemed to be such that it is possible to rely on it.
24. The provisions of these general terms and conditions, and the notice confirming the engagement shall also remain in effect and continue to be binding on the parties following the termination of the engagement.
25. The legal relationship between Stam Advocaten and a client shall be governed by and construed in accordance with the law of the Netherlands. Any dispute which may arise between Stam Advocaten and a client shall be brought before a competent court in Amsterdam, unless this would be in breach of any provision of mandatory law.
26. These general terms and conditions also govern any additional or new briefs agreed to with a client. They have been drawn up in Dutch and English. In the event of any conflict between them with regard to their contents or meaning, the Dutch text shall be binding.
27. Stam Advocaten B.V. is registered in the commercial register of the Chamber of Commerce under Number 62081039. These general terms and conditions have been lodged with the Chamber of Commerce and may be viewed on and downloaded from the website at www.stamadvocaten.com.
28. These general terms and conditions shall constitute an integral part of a letter of engagement addressed to Stam Advocaten.

August, 2021