

**GENERAL TERMS AND CONDITIONS**  
**COOPERATION VAN KOUTRIK ADVOCATEN U.A. AND ITS ALLIED LAWYERS**

1. Van Koutrik Advocaten is an alliance of independently practicing lawyers, united in a cooperation.
2. All instructions are exclusively accepted by the individual lawyer.
3. The joint and several liability of Van Koutrik Advocaten and its members is excluded.
4. The individual lawyer shall in the performance of any instruction given to him or her, in the performance of any work and in the selection of auxiliary persons and third parties, act in accordance with good contracting practices.
5. Any liability of the individual lawyer is limited to the amount paid out in the respective case by the professional indemnity insurance policy as in force in accordance with the guidelines of the Netherlands Bar Association plus the amount of the excess that according to the policy conditions is not for the account of the insurer. If, for whatever reason, no payment is made pursuant to said insurance, any liability is limited to the amount which the lawyer has invoiced the client in the relevant case in the relevant year in respect of fees. Any claim against the individual lawyer and/or against Van Koutrik Advocaten expires and lapses 12 months after the aggrieved party was aware or should have been aware of the harmful event. All claims shall in any event lapse twelve months after the file has been closed.
6. The choice of auxiliary persons and third parties to be engaged by the lawyer shall, where necessary, take place in consultation with the client and with due observance of due care. The lawyer is not liable for failures of said third parties.
7. The lawyer is only liable for failures of auxiliary persons and third parties if and insofar as the resulting loss can be recovered from the auxiliary persons or third parties. The lawyer is authorised to accept any restrictions of liability of auxiliary persons and third parties on behalf of the client.
8. The performance of the granted instruction takes place exclusively for the benefit of the client. Third parties cannot derive any rights from the content and results of the work performed.
9. The client indemnifies the lawyer against all claims by third parties, including the costs to be incurred by the lawyer in this connection, which in any way whatsoever are connected to the work carried out for the client.
10. If the client discloses the content of the work carried out by the lawyer on the client's behalf to third parties, the client is obliged towards the lawyer to notify those third parties that the work was carried out under the application of these general terms and conditions. If a third party uses the content of the work in any way whatsoever, that third party is bound by the content of these general terms and conditions.

11. The client declares to be aware of the fact that if the lawyer applies for legal aid from the Legal Aid Council on the client's behalf, the Legal Aid Council can, such in the performance of its statutory duty, request information about the client (and possibly his/her partner) from government services, such as the municipal personal records database and the tax authorities.
12. The invoices submitted by the lawyer must be paid within 14 days without any reliance by the client on discount, suspension and/or settlement, failing which the client is in default. In that event, the statutory commercial interest rate is due on the outstanding amount, even if the client is not acting in the execution of a profession or company. The lawyer is entitled to determine from which outstanding claim on the client a received payment will be deducted, unless the client has expressly indicated otherwise when the payment was made.
13. The lawyer is always entitled, prior to or on continuation of the service provision, to demand one or more offsettable advances from the client. In the event of a failure to pay such, the lawyer is entitled, after prior notification, not to commence the work, to suspend it or cease it. Unless expressly agreed otherwise, the advance shall be settled with the final invoice in the relevant case. The lawyer is also entitled to offset the advance with unpaid invoices of the client in the relevant case or in other cases. The lawyer is entitled to change the rates (including the fees) as from a future date.
14. The service provision by the lawyer is subject to the Complaints and Dispute Settlement Scheme for the Legal Profession [*Klachten- en Geschillenregeling Advocatuur*] with the exception of disputes which concern the collection of one or more invoices sent by the lawyer to the client and with the exception of mediation services. Instructions for mediation are subject to the complaints procedure of the Association for Family Lawyers and Divorce Mediation Lawyers [*Vereniging voor Familierecht Advocaten en Scheidingsbemiddelaars*] or the Netherlands Mediation Institute.
15. The loss on the part of the lawyer, which is the result of any attributable failure by the client in his/her obligations towards the lawyer, also includes all costs of judicial and extrajudicial measures. If the failure by the client concerns the late payment of the invoices submitted by the lawyer, the extrajudicial assistance costs to be incurred by the lawyer are determined at 15% of the principal sum due with a minimum of € 200 plus the turnover tax due.
16. The lawyer is entitled to remove and destroy files from the archives and any documents they may contain, including those which are the property of the client and/or third parties after 7 years or more have passed since the closure of a case which has been dealt with by the lawyer without any further notification being required.
17. These general terms and conditions are also stipulated on behalf of: the members of the cooperation including any (former) members and directors, the Stichting Derdengelden Van Koutrik [client trust account] including its (former) directors and all those who, whether or not pursuant to an employment agreement, are or were working for the lawyers and/or the cooperation and their heirs.
18. The agreements with the lawyers are exclusively governed by Dutch law. Any disputes are exclusively heard by the court in Amsterdam, subject to mandatory statutory provisions.