

General Terms and Conditions Oostlander | Verhoeven Advocaten & Mediators B.V.

Oostlander Verhoeven Advocaten & Mediators BV is a private limited company of lawyers (both legal and natural persons) incorporated under Dutch law, trading under the name "Oostlander | Verhoeven Advocaten & Mediators BV", hereinafter referred to as "OV Advocaten". OV Advocaten's staff work as specialised family law lawyers, divorce mediators and/or inheritance lawyers.

Article 1 Applicability

- a) These general terms and conditions shall apply to all engagements, including any subsequent, amended or additional engagement afforded to one of the lawyers of OV Advocaten, to legal relationships arising therefrom or related thereto, as well as to the phase preceding the conclusion of an agreement for services.
- b) These general terms and conditions are stipulated for the benefit of any third party, whether employed or not, engaged in the performance of any assignment or who is or may be liable in connection therewith.
- c) OV Advocaten is authorised to amend or supplement the general terms and conditions for future work or services. If this authority is exercised, the client will, of course, be informed immediately with a copy of the amended general terms and conditions, after which they will apply.
- d) The applicability of other general terms and conditions is expressly excluded.

Article 2 Assignments

- a) All assignments, either to OV Advocaten directly or the individual lawyers, are accepted and carried out exclusively by or on behalf of OV Advocaten. The applicability of Sections 7:404, 7:407(2), 7:409 and 7:422(1)(b) of the Dutch Civil Code is excluded.
- b) The client is obliged to cooperate as much as possible in the execution of the assignment, whereby the client will always provide all information necessary for the execution of the assignment in a timely manner and guarantee the accuracy of this information. If the information necessary for the execution of the assignment has not been made available to OV Advocaten, or has not been made available on time or in accordance with the arrangements made, this may result in suspension of the performance of OV Advocaten's obligations.
- c) OV Advocaten may engage third parties in the performance of the assignment. It will do so as much as possible in consultation with the client/principal. OV Advocaten is not liable for errors or shortcomings of any third party or parties engaged. OV Advocaten is authorised to accept a limitation of liability from a third party on behalf of the client. OV Advocaten shall be entitled to rely on these terms and conditions against the client as far as the performance of the assignment by the third party is concerned. Third parties will never be approached directly by the client.
- d) The client indemnifies and holds OV Advocaten harmless against all claims and/or demands of third parties that are in any way related to the work performed for the client. The client shall reimburse OV Advocaten for the reasonably incurred costs of defending such claims.

- f) OV Advocaten does not guarantee the timely and correct receipt of messages sent by it, regardless of the method of transmission. In the case of communication by electronic means such as email, OV Advocaten shall not be liable for damage resulting from viruses and or other irregularities in the communication.

Article 5 Fee, expenses and advance payment

- a) The costs of carrying out the assignment include the fee, turnover tax (VAT) and disbursements paid on behalf of the client (actual necessary costs incurred such as court fees, bailiff's fees, costs of extracts, etc.).
- b) Unless the parties have expressly agreed otherwise in writing, the fee shall be determined on the basis of the time spent (the number of hours worked) multiplied by the hourly rate applicable to the relevant assignment and any follow-up assignments.
- c) The hourly rate payable will be agreed in advance with the client. The hourly rate is determined by the hourly rate to be set periodically, which may be increased by a factor depending on the experience required and the specialism, the financial interest and the degree of urgency involved in the assignment. OV Advocaten reserves the right to adjust the agreed hourly rate in the interim or annually per 1 January.
- d) Costs of third parties engaged for the client are charged directly to the client in principle.
- e) Both before the commencement of the work and during the course of the work OV Advocaten may request from the client an advance payment for services already rendered or yet to be rendered. OV Advocaten shall not commence or continue its work for the client until the client has paid the advance payment. The advance invoice will be set off against the final invoice of the assignment, unless otherwise agreed in writing.

Article 6 Payment

- a) The costs of carrying out the assignment referred to in Article 5a will in principle be invoiced to the client once a month (in arrears).
- b) The payment period is fourteen (14) days from the invoice date, unless otherwise agreed in writing.
- c) If payment is not made on time, the client shall be in default by operation of law, without a reminder or notice of default being required, and shall be liable for interest of 1% per month on the outstanding amount. If the client fails to pay in full or on time even after a reminder, the client shall also be liable, in addition to the aforesaid interest, for (extra)judicial costs of 15% with a minimum of € 150 excluding VAT, to be calculated on the principal plus interest. Insofar as the client is not acting in the course of a profession or business, OV Advocaten shall be entitled to an amount equal to the maximum compensation allowed by law in respect of extrajudicial collection costs, as stipulated in and calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree. Judicial costs are not limited to the litigation costs to be assessed but will be borne in full by the client or clients if it/they is/are (predominantly) ruled against.
- d) The amounts received by OV Advocaten from the client will first be deducted from the costs due, then the interest due, while the remainder will be deducted from the oldest invoice, irrespective of the purpose of the payment stated by the client.
- e) If an (advance) invoice is not paid within the payment term, the credit risk on the client is assessed as too high or it is deemed insufficiently certain that the client will be able to fulfil its payment obligations towards OV Advocaten, OV Advocaten may suspend its activities

- b) The general terms and conditions will be sent or made available to the client before the start of the work. These general terms and conditions have been filed at the Registry of the District Court of Noord-Holland and are presented on the website of OV Advocaten.

Haarlem, 15 March 2023

