

## **General terms and conditions HM Law Amsterdam Rotterdam - dated 1st November 2015**

(hereinafter “General Terms and Conditions”)

1. HM Law Amsterdam Rotterdam is a partnership between two limited companies HM Law B.V. and Riverside Law B.V.
2. All instructions or contracts for the supply of legal services accepted by or entered into by HM Law Amsterdam Rotterdam or any of its individual lawyers will be executed or performed solely by HM Law B.V. or Riverside Law B.V., even if it is the express or implied intention that the legal services will be provided by (a) specific individual lawyer(s). Articles 7:404, 7:407 and 7:409 Dutch Civil Code (“DCC”) do not apply. In particular Article 7:404 and 7:407 (2) DCC, which provide for a joint liability in the event the instructions have been given to or contracts concluded with two or more persons, do not apply.
3. Only these General Terms and Conditions apply to any contract for the supply of legal services entered into by HM Law B.V. respectively Riverside Law B.V., and to all other agreements entered into by HM Law B.V. respectively Riverside Law B.V., and to all services rendered by HM Law B.V. respectively Riverside Law B.V., and to everything that may occur in connection to or as a result of any of those agreements, including successive contracts for the supply of legal services and/or amended contracts for the supply of legal services. HM Law B.V. respectively Riverside Law B.V. explicitly rejects the applicability of any other contractual provisions/general conditions.
4. The provisions of these General Terms and Conditions apply to and for the benefit of HM Law B.V. respectively Riverside Law B.V. and for the benefit of the limited companies that form HM Law B.V. respectively Riverside Law B.V., the lawyers and other employees or others working within or for HM Law B.V. respectively Riverside Law B.V., all third parties that are retained by HM Law B.V. respectively Riverside Law B.V., any party for whose actions or failure to act HM Law B.V. respectively Riverside Law B.V. could be liable and the heirs and legal successors of all the aforementioned parties (hereinafter referred to as the “HM Law Group”).



5. Any and all personal liability of the HM Law Group is hereby explicitly rejected. Only HM Law B.V. respectively Riverside Law B.V. is liable for any mistakes, negligence, failure to act or for any other reason that causes any loss, costs or damages of whatever kind whatsoever.
6. Any and all liability of HM Law B.V. respectively Riverside Law B.V. and/or the HM Law Group is limited to the amount that is actually paid out by HM Law B.V. respectively Riverside Law B.V. professional liability insurance, increased by the amount of the deductible under that insurance policy. In the event that HM Law B.V. respectively Riverside Law B.V. professional liability insurance, for whatever reason (including but not limited to fault or negligence of HM Law B.V. respectively Riverside Law B.V. and/or the HM Law Group), does not pay out, any and all liability of HM Law B.V. respectively Riverside Law B.V. and/or HM Law Group shall be limited to the amount that HM Law B.V. respectively Riverside Law B.V. has invoiced in the relevant case that has been timely paid to HM Law B.V. respectively Riverside Law B.V., subject to a maximum amount of EUR 10,000.- (ten thousand Euros) excl. VAT. This limitation also applies in the event HM Law B.V. respectively Riverside Law B.V. and/or HM Law Group is to blame that the insurance does not pay any indemnification.
7. Notwithstanding the previous Article, the liability of HM Law B.V., Riverside Law B.V. respectively the HM Law Group is fully excluded in respect of any indirect loss as defined subject to the laws of the Netherlands, respectively any direct or indirect loss of income, turnover, profit, business opportunity and similar losses.
8. In respect of the delivery of legal services respectively work HM Law B.V. respectively Riverside Law B.V. are authorised and entitled to employ the services of third parties. Such employment will be reasonable and subject to due care and will whenever possible be discussed with the Client. In no event shall HM Law B.V. respectively Riverside Law B.V. be liable for any loss or damage as a result of any actions, failures to act or negligence of these third parties, unless in the case such loss or damage was caused by HM Law B.V. intentionally or with gross negligence.
9. At the time of engagement HM Law B.V. respectively Riverside law B.V. will agree with the client/principal a fixed price or an hourly fee. In the case a hourly fee has been agreed, HM Law B.V. respectively Riverside law B.V. is entitled to adjust the fee rate each year on 1st



January after the instructions have been accepted in conformity with the index for consumer prices as published by the Dutch Office for Statistics.

10. Unless agreed otherwise, the payment has to be made within 14 days after the date of invoice, failing which the clients/principal is in default by operation of law (thus without any summons or further notice of default is required). In the case of a default the client/principal will be due an interest of 1% per month or part of a month over the total amount of the invoice, respectively any balance outstanding, to be calculated as from the date the amount became due up to the date of payment. The out of Court expenses for collection of outstanding invoice amounts is 15% over the total balance outstanding (including VAT).
11. The legal relationship between the client/principal and HM Law B.V. respectively Riverside Law B.V. is governed by the Law of the Netherlands. Any disputes will, unless in those cases whereby the complaints and dispute settlement scheme of the Dutch Bar Association will be applied, any disputes will be submitted in first instance exclusively to the Court of Amsterdam or the Court of Rotterdam.
12. COMPLAINTS AND DISPUTE SETTLEMENT SCHEME FOR THE LEGAL PROFESSION (“ADVOCATUUR”)
  - a. HM Law B.V. and Riverside Law B.V. take part of the complaints and dispute settlement scheme legal profession “Advocatuur” of the Dutch Bar Association.
  - b. The scheme concerns the procedure followed by HM Law B.V. and Riverside Law B.V. for the handling of complaints of clients of HM Law B.V. respectively Riverside Law B.V.
  - c. When HM Law B.V. respectively Riverside law B.V. does not succeed to resolve the complaints of a client in respect of the legal services provided by a lawyer of HM Law B.V. respectively Riverside law B.V. with the help of the complaints and settlement scheme in a for the client acceptable manner, such client may submit those complaints to the Disputes Committee for the Legal Profession (hereinafter the Committee) within 12 months after the handling of the matter in writing by HM Law B.V. respectively Riverside Law. B.V.
  - d. All disputes resulting from the delivery and/or instructions in respect of legal services by a lawyer of HM Law B.V. respectively Riverside law B.V., including any disputes about disputed and/or unpaid invoices, will be handled by the Committee at the



request of the client or HM Law B.V. respectively Riverside Law B.V. subject the Legal Profession Disputes Committee Rules (hereinafter the Rules). In case the dispute concerns instructions of a private client, the Rules provide for a binding opinion, unless the client refers the dispute to an ordinary Court within one month after the handling of the dispute or complaint in writing by HM Law B.V. respectively Riverside law B.V. In the case of a collection of claim against a private client, the will be a binding opinion only in the event the amount due will be deposited by the client with the Committee. If no deposit has been placed, the claim will be handled in arbitration proceedings. In the event the dispute relates to instructions of a professional client the Rules provide for arbitration.

- e. For the purpose of the application of the Dispute and Complaints Settlement Scheme for the Legal Profession, private client means the principal being a natural person, and therefore not being a legal entity, and who did not act in a professional capacity in respect of instructing HM Law B.V. respectively Riverside Law B.V. For the purpose of the application of the Dispute and Complaints Settlement Scheme for the Legal Profession, a professional client means the principal who is not a private clients subject to the definition mentioned above.
  - f. Further information about the Dispute and Complaints Settlement Scheme for the Legal Profession, including the Dispute and Complaints Settlement Scheme of HM Law B.V. and Riverside Law B.V. can be obtained from the website of HM Law Amsterdam Rotterdam, subject to the heading “general terms and conditions & Dispute and Complaints Settlement Scheme” and a copy can be obtained without costs on request with HM Law Amsterdam Rotterdam. The Rules can be obtained on request with the secretary of the Committee at the address Postbox 90600, 2509 LP The Hague, The Netherlands.
13. These general terms and conditions are made in the Dutch and English language. If anything is unclear or any differences between the Dutch and English wording of the general terms and conditions exists, the Dutch wording shall prevail.
14. HM Law B.V. or Riverside Law B.V. may modify these general terms and conditions from time to time. The most recent version of these general terms and conditions will always apply.