

1 DEFINITIONS

In these terms and conditions, ELFI ADVOCATEN B.V. refers to the private company named Elfi Letselschade Advocaat, also to be referred to as “the office”, including the lawyers and assistants employed by and affiliated with Elfi Advocaten B.V.

CLIENT refers to the natural or legal person who instructs Elfi Advocaten B.V. on performance of services.

AGREEMENT

The agreement whereby a client instructs the office or its lawyers on performance of certain judicial tasks and the office accepts this instruction.

FEE

The costs charged by the office for the judicial tasks to be performed.

DISBURSEMENTS

Each and any reimbursement of costs to be specified, like court fees, travelling and accommodation expenses, assessment and valuation costs, bailiff’s costs and so on, and each and any reimbursement of office costs not to be specified, like postage, telephone, fax, copying costs and so on.

CLIENTS’ FUNDS

The funds received by the office in the interest of the client.

STICHTING BEHEER DERDENGELDEN ELFI LETSELSCHADE ADVOCAAT

The foundation within the meaning of the Administration Decree of the Dutch Bar Association (*Boekhoudverordening van de Nederlandse Orde van Advocaten*), that supports the office and administers the funds received in the interest of parties other than the office.

COMPLAINT

Each and any written negative response on the part of the client regarding the performance of an instruction, compliance with an agreement or the service provided by Elfi Advocaten B.V.

DISPUTE

A state of permanent disagreement between the client and the office regarding a previously lodged complaint.

2 APPLICABILITY

2.1 These general terms and conditions apply to each and any agreement between Elfi Advocaten B.V. and the client, in so far as parties have not deviated from the agreement explicitly and in writing.

2.2 These general terms and conditions also apply to each and any additional instruction and subsequent instruction made by clients.

2.3 The rules of professional conduct of the Dutch Bar Association (*gedrags- en beroepsregels van de Nederlandse Orde van Advocaten*) are deemed part of the agreement. The client is acquainted with the circumstance that the lawyer must respect in the course of its professional activity the rules of professional conduct imposed by the Dutch Bar Association. The client hereby accepts the possible consequences of this provision.

3 ENGAGEMENT

3.1 Engagement on giving legal assistance is implied by the acceptance of the client's instruction.

3.2 The effects of the articles 7:404, 7:407 section 2 and 7:409 of the Dutch Civil Code (*BW*) are hereby excluded.

3.3 The lawyer accepts the instruction in writing by signing the letter of engagement or by written confirmation of acceptance of the instruction by letter, fax, email or Whatsapp.

4 EXECUTION OF THE AGREEMENT

4.1 Elfi Advocaten B.V. determines the manner in which and the persons by whom the instruction is to be executed.

4.2 The mutual obligations pursuant to the agreement apply as from the written confirmation issued by Elfi Advocaten B.V. to the client. If the instruction is given by a party other than the client, Elfi Advocaten B.V. may demand a written instruction signed by the client.

4.3 Execution of the agreement is effected exclusively in the interest of the client.

4.4 Unless explicitly agreed otherwise between parties, Elfi Advocaten B.V. determines and assigns the lawyer or assistant who is to execute the instruction.

4.5 In the course of the execution of the instruction (also) another lawyer or assistant of Elfi Advocaten B.V. may take on part of the tasks or the case if there is occasion to do so in the view of Elfi Advocaten B.V. Client hereby declares that it does not object to this provision.

4.6 Elfi Advocaten B.V. has the right to instruct third parties to perform activities if in the view of Elfi Advocaten B.V. this is in the interest of its proper compliance with the agreement.

4.7 The agreement implies a best effort obligation on the part of Elfi Advocaten B.V., not an obligation of result. An agreement is executed by or on behalf of the office to the best of its ability and while observing the care as may be reasonably expected from the office.

5 CLIENT'S OBLIGATIONS

5.1 Client must ensure that all records and data to be indicated by Elfi Advocaten B.V. or to be deemed in reason by the client as being necessary for executing the agreement, are submitted to the office in due time.

5.2 Client must inform Elfi Advocaten B.V. immediately regarding facts and circumstances that are of interest to the execution of the instruction. The instructing party must also vouch for the correctness, completeness and reliability of the records, data and information it submits to Elfi Advocaten B.V.

5.3 If the required records and data mentioned in the previous sections regarding the execution of the agreement have not been submitted to the office in due time, Elfi Advocaten B.V. will have the right to suspend the execution of the agreement and/or to charge the client for the additional costs arising from the delay according to its usual fees and tariffs.

6 INSPECTION, SURRENDER AND COPIES

6.1 The client is always entitled to inspect its file at the lawyer's office on its preceding, written request. Inspection is free of charge.

6.2 A file or part of a file will be surrendered to the client or its successor in title exclusively if there is an immediate interest involved.

6.3 A file, including selected parts of a file, is or are surrendered exclusively in person, on production of a specified declaration of surrender signed by the person involved and not until the identity of the person demanding surrender has been verified on the basis of a generally valid proof of identity.

6.4 Surrender may be effected only after termination of the activities and the file having been closed.

6.5 If the client demands a copy of the file, client will be due for reimbursement of copying and administration costs in the amount of € 0.10 per page.

7 FEE AND FEE STATEMENT

7.1 The hourly fee is determined on the basis of the basic hourly fee to be fixed periodically by Elfi Advocaten B.V., which fee can be multiplied by a factor depending on the experience and specialism of the person who in fact executes the instruction, the financial interest and the degree of urgency involved in the instruction. Elfi Advocaten B.V. has the right to adapt its fees periodically.

7.2 The fee due is stated on the basis of the hourly fee agreed for the corresponding instruction. The applicable hourly fee is confirmed in writing when the instruction is accepted.

7.3 The fee for work performed will in principle be charged by way of interim invoices if the execution of the instruction extends over a period longer than one month.

7.4 If the instructing party is a person other than the client, both the instructing party and the client are jointly and severally liable for payment of the full amount due to Elfi Advocaten B.V. in connection with the instruction. If the fee statement is sent to a third party who must pay this fee statement pursuant to article 6:96 of the Dutch Civil Code (*BW*), the client, in its capacity as instructing party, remains liable for due payment thereof, with the provisions of points 9. and 10. below regarding statutory interest remaining in full effect. The instructing party/client authorises Elfi Advocaten B.V. to submit to the third party direct the fee statement and to collect the amount from this third party. Payment by the third party to Elfi Advocaten B.V. can only be a payment in discharge of obligation. Payments of said fee statements by the third party that have been wrongly made to the instructing party/client must be transferred immediately by the instructing party/client to Elfi Advocaten B.V.

7.5 If an instruction should be withdrawn unilaterally (whether or not due to transfer of the case to another representative) before the case has been settled by Elfi Advocaten B.V. on behalf of the client, all amounts still due to Elfi Advocaten B.V. must be paid immediately. Also in connection with the above, the client may obtain at its request a specification of the fee statements sent and the costs still due.

7.6 If a lawyer should request for a file to be transferred, the file will not be sent to that lawyer until all due amounts have been paid or until the client has given sufficient guarantee regarding said amounts to be paid as yet within a reasonable period. These guarantees must be warranted by the lawyer who takes on the case.

7.7 In the case of a request for transfer to a person not being a lawyer, Elfi Advocaten B.V. reserves the right to refuse transferring the file, unless warranties are given by the client or by the person not being a lawyer requesting the transfer, which conditions shall be for Elfi Advocaten B.V. to assess.

7.8 Without prejudice to the provisions of articles 7.6 and 7.7, amounts still due must be paid by the client not later than at the final settlement of the case against the liable party, irrespective of whether the other party compensates the client. Elfi Advocaten B.V. is entitled at all times to charge the client for statutory interest on amounts still due.

7.9 In addition to the fee, the client must pay disbursements to Elfi Advocaten B.V. for expenses made by the office in the interest of the client. These disbursements involve items like court fees, costs for witnesses and (medical) consultants or experts, bailiff's costs and costs for extracts from public registers.

8 LEGAL AID

8.1 In case of agreements concluded on the basis of the Dutch legal system for subsidised legal assistance (legal-aid cases) the client is not due for payment of the lawyer's fee as referred to in the previous section. Instead, the client is due for a client contribution to be determined by the Dutch Legal Aid Council (*Raad van Rechtsbijstand*), said contribution to be based on the client's (and client's partner's) income and assets over the reference year (= year of application minus two).

8.2 On concluding its first agreement, Elfi Advocaten B.V. ascertains on the basis of the financial records and data submitted by the client whether the client qualifies for legal aid. The client is responsible for the correctness of the (oral) information given. In case of doubt, legal aid will be applied for as a precaution.

8.3 In the case of an interim change in the financial situation of the client, or a change occurring at the time of a subsequent agreement, which change would

imply that the client holds the view of being entitled to legal aid nonetheless, the client must instantly report this to the lawyer.

8.4 The lawyer is entitled at all times to demand an advance from the client for as long as the Dutch Legal Aid Council (*Raad voor Rechtsbijstand*) has not granted and given legal aid. The amount of this advance will be determined in consultation between the client and the lawyer concerned.

8.5 Court fees or filing fees, costs for witnesses and experts, extracts from public registers and costs for fax messages, international telephone calls and case-list activities are not covered by the legal aid granted by the Dutch Legal Aid Council (*Raad van Rechtsbijstand*) and are on-charged to the client.

8.6 Legal aid only applies to work performed by the lawyer as from the date of application. Work performed by the lawyer at an earlier stage is charged to the client in accordance with the provisions of the previous article.

9 PAYMENT

9.1 Fee statements must be paid to Elfi Advocaten B.V. within 14 days from invoice date, unless agreed different between parties.

9.2 Payment of amounts due must be made by bank transfer to the account number stated on the fee statement, or via the internet (iDeal).

9.3 Payments must be made exclusive of discounts or setoffs. Deferred payment is not granted.

9.4 At the lapse of the fourteen-day payment term, the client is in default by operation of law and the client is due for statutory interest on the amount due and payable without the need for previous announcement.

9.5 If the client is not able to pay the (full) amount due and payable within the term of payment referred to in the first section, client must request for a payment schedule before the lapse of the term of payment, stating motivation and grounds. If Elfi Advocaten B.V. consents to a payment schedule, this is confirmed in writing at all times. Payment schedules must be strictly observed by the client on penalty of forfeiting, in which case the full amount will become immediately due and payable again.

9.6 In the event of a winding-up, (impending) bankruptcy or insolvency or a moratorium of payment on the part of the client, the client's obligations will become immediately due and payable in full.

10 COLLECTION AND SUSPENSION OF ACTIVITY IN THE EVENT OF DEFAULT OF PAYMENT

10.1 Execution of the instruction may be suspended if a fee statement, or an advance, has not been paid on termination of its term of payment and in spite of a written demand for payment on the part of Elfi Advocaten B.V. The instructing party will be instantly notified in writing of the suspension.

10.2 If the instructing party does not pay the fee statement within its term of payment, the instructing party shall be in default without notice of default being given. From that moment onwards, the instructing party shall be due for statutory interest on the full amount of the fee statement to be paid to Elfi Advocaten B.V.

10.3 Reasonable costs incurred to obtain an out-of-court settlement also include the (collection) effort made by Elfi Advocaten B.V. itself, including thereunder the sending of demands, demanding payment (by telephone) and arranging (a) possible payment schedule(s). The costs incurred are computed on the basis of the usual hourly fee or the hourly fee agreed for the lawyer who signed the letter of engagement.

10.4 If the client is in default of payment of the due amount, the lawyer involved has the right, on top of the possibility of collection measures within the meaning of the previous sections, to suspend performance in the interest of the client. The lawyer involved is not entitled to invoke this right of suspension until having notified the client of this possibility in advance and having allowed the client one more short term in order to comply with its payment obligation after all. The duration of the aforesaid short term will have been adapted to conform to the circumstances of the case. The lawyer involved does not accept liability for possible damage sustained by the client as a result of said suspension of performance.

11 OBJECTIONS AND COMPLAINTS

11.1 Objections and complaints regarding a fee statement must have been submitted in writing and within fourteen days from invoice date, on penalty of becoming null and void.

11.2 Objections and complaints regarding default of performance according to agreement must have been submitted in writing within thirty days from the discovery of the default, or within thirty days after execution of the corresponding instruction, on penalty of becoming null and void.

12 CLIENTS' FUNDS

12.1 Funds received by the office in the interest of the client are transferred to the account of Stichting Beheer Derdengelden Elfi Letselschade Advocaat.

12.2 No interest shall be due on clients' funds received, in order to offset the management and administration costs of the account.

12.3 Amounts due to the client are transferred within 14 days to a bank or giro account to be specified by the client, thereby offsetting possible amounts due by client to the office. Cash payment of amounts received is not possible.

12.4 The client consents with setoff against amounts still due to the office pursuant to the previous section. If the client objects to a setoff, the provisions of the previous article apply.

13 LIABILITY

13.1 Elfi Advocaten B.V. is not liable for damage, of any nature whatsoever, sustained because the client has provided incorrect and/or incomplete records and data, unless this incorrectness or incompleteness should have been apparent to the office.

13.2 Elfi Advocaten B.V. is not liable for damage sustained by the client as a result of suspension of performance if said suspension results from default on the part of the client to proceed to due payment of the fee statements issued by the office.

13.3 Third parties may not derive any rights from the content of the activities performed. The client indemnifies Elfi Advocaten B.V. from any claims from third parties that profess having sustained damage due to, or in connection with activities performed by Elfi Advocaten B.V. in the interest of the client.

13.4 Elfi Advocaten B.V. is not liable for any shortcomings in activities made by third parties in connection with the agreement.

13.5 Each and any liability, for that matter, on the part of Elfi Advocaten B.V. for damage as a result of, or in connection with an attributable shortcoming or illegitimate deed, or on any other legal ground, shall be limited to the amount paid or to be paid by the professional liability insurer of Elfi Advocaten B.V. in the case at issue, added by its excess in said insurance, unless it concerns intent or gross negligence.

13.6 Limitation of liability for the benefit of Elfi Advocaten B.V. also covers the benefit of employees and non-subordinate representatives and assistants of Elfi Advocaten B.V.

13.7 All claims made by client lapse after twelve months from the moment at which the party involved became acquainted with, or should have reasonably become acquainted with, the existence of these rights of action or other rights or entitlements.

13.8 If on any ground whatsoever the professional liability insurer does not proceed to payment, each and any liability shall be limited to the amount paid by the client to Elfi Advocaten B.V. for performances in the case relating to the damage sustained, this amount not to exceed € 5,000.--

13.9 Third parties cannot derive any rights from the content of the performances. The client indemnifies Elfi Advocaten B.V. from claims by third parties that profess having sustained damage as a result of, or in connection with performances by Elfi Advocaten B.V. in the interest of the client.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 Client is not allowed to multiply, publish and/or exploit without preceding written permission any advice, contracts or other products of the mind originating from, or produced on behalf of Elfi Advocaten B.V., whether or not by contracting third parties.

15 FILING

15.1 The file built up during its execution of the agreement will be kept by Elfi Advocaten B.V. for at least 5 years after termination of its activities and closure of the files.

15.2 The financial records and data will be kept for at least 5 years.

15.3 Elfi Advocaten B.V. is authorised to destroy the file after the lapse of the period referred to in the first section.

15.4 The file may be obtained from the records at the request of the client and within the term referred to in the first section, in return for payment of the actual costs to be incurred.

16 COMPLAINTS AND DISPUTES HANDLING SCHEME

16.1 Elfi Advocaten B.V. subscribes to the complaints and disputes handling scheme for the Dutch Legal Profession [*Klachten- en geschillenregeling Advocatuur*].

16.2 Any dispute as might possibly arise from the contracting or execution of a commission, including disputes regarding fees, may be settled in accordance with the rules of the Dutch Legal Profession Disputes Committee [*Reglement Geschillencommissie*]. By concluding an agreement with Elfi Advocaten B.V. the client accepts the applicability of the complaints and disputes handling scheme for the Dutch Legal Profession.

16.3 If the client is discontented with (part of) the handling of its case, it must notify Elfi Advocaten B.V., c/o Complaints Department [*Afdeling klachtenbehandeling*] in writing, stating motivation, before submitting its complaint to the Dutch Legal Profession Disputes Committee.

16.4 The client must submit its complaint to Elfi Advocaten B.V. within three months from the time by which client became acquainted with, or could in reason have become acquainted with, the handling or failure to handle that gave rise to its submitting the complaint.

16.5 The party hearing and handling the complaint will thereupon enter into consultation with the client and the assigned lawyer in order to consider possible amicable settlement of the dispute. If amicable settlement appears impossible, the party hearing and handling the complaint will set out to the client the course of the subsequent complaints procedure. Within four weeks from the receipt of the complaint, Elfi Advocaten B.V. will formulate a written solution to be sent to the client. If the complaint has not been settled, or settled to full satisfaction within the term set for this purpose, the client may submit its complaint to the Disputes Committee for the [Dutch] Legal Profession [*Geschillencommissie Advocatuur*].

16.6 The client may submit its complaint to the Disputes Committee for the [Dutch] Legal Profession not later than twelve months after the written response from Elfi Advocaten B.V. This possibility expires after this period.

16.7 The Disputes Committee for the [Dutch] Legal Profession is competent to judge on complaints regarding the quality of the services provided and the amount of the fees.

16. 8 Elfi Advocaten B.V. may submit to the Disputes Committee fee statements still due for payment.

17 APPLICABLE LAW AND CHOICE OF FORUM

17.1 All agreements are governed by Dutch law exclusively.

17.2 Subject-matter jurisdiction in disputes arising from the agreements concluded with clients also lies with the court of the district of residence of Elfi Advocaten B.V.

GENERAL TERMS AND CONDITIONS Elfi Advocaten

CHAMBER OF COMMERCE TRADE REGISTER NUMBER: 65063813

VAT-REGISTRATION NUMBER: NL855966233N01