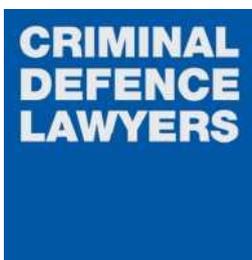


## General

1. De Roos & Pen B.V. (hereinafter "the Firm") is a private limited company incorporated under Dutch law for the practice of law, specialising in criminal law.
2. The attorneys of the Firm are all registered with the Dutch National Bar Association, Neuhuyskade 94, 2596 XM The Hague, tel. 070 - 3353535.
3. The Firm is filed with the Chamber of Commerce under number: 50376365.
4. These Terms and Conditions are applicable to all assignments (including additional and subsequent assignments) that are carried out by persons employed by, active for and/or connected to the Firm, unless an agreement is reached otherwise in writing prior to the establishment of an assignment. The applicability of Terms and Conditions used by the client is expressly rejected, in the sense of Book 6, Section 225 paragraph 3 of the Dutch Civil Code.
5. The execution of any assignment granted is undertaken exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the activities undertaken.
6. The legal relationship between the client and the Firm is governed by Dutch law. Any dispute that may arise between the client and the Firm will be exclusively submitted to the Dutch court.
7. The Dutch text of these Terms and Conditions prevails above any translation thereof.

## Liability

8. All assignments shall be considered issued to and accepted by the Firm, even if there is the express or tacit intention that an assignment be carried out by a specific attorney. The effect of Book 7, Section 404 of the Dutch Civil Code, which provides a regulation for the last-mentioned case, and the effect of Book 7, Section 407 paragraph 2 of the Dutch Civil Code, which attaches a joint and separate liability for those cases in which an assignment is given to two or more persons, are expressly excluded.
9. Insofar as the liability is not covered by the Firm's professional indemnity insurance, the liability of the Firm is limited to the amount of the invoice for activities undertaken.
10. The Firm shall always take the necessary care when involving third parties that do not belong to the



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organisation and shall (with the exception of bailiff assistance) wherever possible consult the client before retaining such third parties. Any liability for the Firm for any shortcomings by these third parties is expressly excluded, such in deviation of Book 6, Section 76 of the Dutch Civil Code.

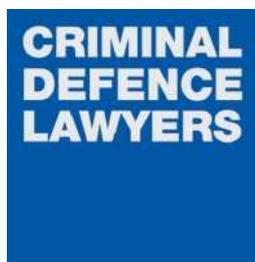
11. The Firm is in no way responsible for consequential damage and loss of profits, or any indirect damage that may arise from whatever cause. The client should take out insurance cover against such damage if appropriate.

### **Force majeure**

12. Force majeure arises if the execution of the agreement is partially or completely interrupted, whether temporarily or lasting, by circumstances beyond the control of the parties and/or by circumstances on the side of the Firm, such as strike, staff complications, transportation problems, weather conditions, including attributable default by suppliers from which the Firm obtains services.
13. In the event of force majeure, the obligations of the parties are suspended. Should the condition of force majeure last longer than three months, each of the parties is entitled to issue a written statement to the other party cancelling the non-executed part of the assignment, without being subject to any form of compensation for damage.
14. If, when the force majeure arises, the Firm has already met some of its obligations or can only satisfy some of its obligations, it is entitled to invoice those activities already carried out or that section that can be carried out and the client is bound to pay this invoice as if it were a separate agreement.

### **Complaints procedure**

15. The Firm is not party to any complaints and dispute settlement scheme.
16. Official complaints should be lodged with De Roos & Pen B.V., Keizersgracht 332, 1016 EZ Amsterdam mentioning the reference 'complaint'. In addition, there is the possibility of lodging a complaint with the Dean of the National Bar Association in Amsterdam, P.O. Box 57590, 1040 BL Amsterdam, tel. 020 - 589 60 39, fax 020 - 589 60 01.



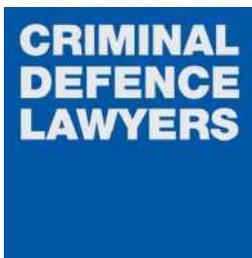
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## Method of charging

17. The hourly rate is indexed annually (on 1 January) in conformance with the consumer price index for all households as issued by the CBS for December of the previous year. Hourly rates are rounded up to whole Euros. In addition to the indexation stated here, the hourly rates for trainee lawyers and staff agreed when accepting a case are also adjusted annually in line with the applicable hourly rate scales of the Firm. The hourly rate scales will be sent on request. If the agreed rate should be subject to an interim adjustment other than those stated previously, the client will be informed promptly.
18. In addition to the hourly rate, a fee of 6.25% will be charged for office costs, in connection with matters such as telephone, fax and postage fees. Other costs will be charged separately.
19. Should activities need to be carried out urgently or in the weekend, the agreed hourly rate can be raised by 50% - 100%.
20. Activities shall only be undertaken on the basis of an advance.
21. The hours worked and the costs made shall be charged regularly. Invoices should be paid within fourteen days after dispatch, without the deduction of any discount or compensation. If required, invoices can be issued monthly or quarterly. Should the invoice remain unpaid after several demands, the Firm shall be forced to charge the legal interest and costs of at least 1% per month or the pro rata proportion of a month.
22. In the event of liquidation, insolvency, bankruptcy or suspension of payments of the client, all obligations immediately become due and payable.
23. Any payments made by the client shall first be used to defray all interests and costs owed, and secondly to pay all outstanding invoices in the order of date, even if the client states that the payment relates to a later invoice.
24. The advance shall not, unless there is written agreement to the contrary, be used to settle interim invoices during the activities. Settlement shall take place with the balance of the final invoice after all activities have been completed. Any amount remaining from the advance will be returned.
25. Outstanding invoices can be settled with any monies the lawyer is holding in deposit for the client, to the extent that these monies may be paid to the client without impediment, notwithstanding any regulations issued by the National Bar Association.
26. If the outstanding invoices remain unpaid after various demands, the Firm shall place the matter in the hands



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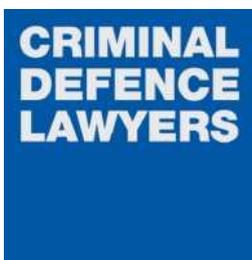
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of a collection agency. The extrajudicial collection fees are set at a percentage of 15% and are calculated over the outstanding principal, with a minimum of € 150.00 unless there exists any legal provision opposing such fees.

27. The Firm is entitled to suspend its obligations until the client has met all his or her outstanding obligations.
28. The Firm is entitled to settle all claims it may have on the client with every debt that the Firm may owe to the client.

### **Imprisoned clients**

29. The Firm emphatically draws the attention of clients who have been remanded in custody by a judge to the following.
30. Regarding the case for which you have been remanded in custody by a judge, you are eligible for subsidized legal aid. You are also eligible for such subsidized legal aid if you have previously been remanded in custody by a judge in the case in which you are currently being represented or if you are currently in custody for a different case than the one in which you are being represented. If you have chosen not to make use of these possibilities, then the financial conditions as stated under 17 to 28 of these Terms and Conditions are applicable.
31. If the appointed subsidized legal aid as defined in Article 30 was registered after 1 March 2017, the Legal Aid Board may, in case of a final conviction, recover the costs of legal aid from you if your income and/or assets exceed the standards specified in the Legal Aid Act. These standards are indexed annually and can be found on <http://www.rechtsbijstand.nl/>.
32. The reference year for this assessment of income and assets is set at two years prior to the registration of the subsidized legal aid as referred to in Article 30. It is possible file a request with the Legal Aid Board to move the reference year to the year of the registration itself. More information about the possibility of moving the reference year can be found on <http://www.rechtsbijstand.nl/>.



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33. In order to provide more clarity on the risk of a subsequent recovery of the costs of legal assistance by the Legal Aid Board, we recommend you request a statement of income through the Legal Aid Board. More information about applying for such a statement of income can be found at <http://www.rechtsbijstand.nl/over-mediation-en-rechtsbijstand/wat-is-gesubsidieerde-rechtsbijstand/inkomensverklaring>. It is also possible to apply for such a statement of income in writing (from your place of detention or elsewhere). Your lawyer will provide you the required form on request

#### **Subsidized legal aid**

34. If your income and assets are lower than the income and assets norm stipulated by the Minister of Security and Justice in the Legal Aid Act, you may be eligible for subsidized legal aid. If you have chosen not to make use of this possibility, then the financial conditions as stated under 17 to 28 of these Terms and Conditions are applicable.
35. When one of the lawyers connected to the Firm has been assigned to you by the Legal Aid Board, any personal contribution to which you may be subject will be charged to you in the form of an advance. For invoicing, the financial conditions as stated under 17 to 28 of these Terms and Conditions are applicable.

#### **Confidentiality**

36. The Firm is bound to confidentiality in all it learns in handling the case concerning the client, the nature and scale of his or her interest in the case and all else that falls under client confidentiality. The Firm shall, when performing the assignment, take all appropriate measures to ensure confidentiality. Nevertheless, the following is applicable unless agreed otherwise in writing: The client grants permission to use all current normal means of communication, in particular Internet and email applications. The use of such is completely at the risk of the client, except in cases of intent or gross negligence.

#### **Retention period**

37. The retention period for files (relevant correspondence, agreements and procedural documents excluding copies of the criminal file) is five years, calculated from the date of the concluding notification to the client or the date on which the judgement issued in the relevant case becomes final. After this period has lapsed, the files will be destroyed. Deviation from this retention period can only be agreed in writing. If there is no such agreement, the Firm is discharged from its obligation of retention after five years.



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